

# OFFER AND AWARD

ARIZONA DEPARTMENT OF EDUCATION  
Procurement Section  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007



SOLICITATION NO. RFP NO. ED09-0004

## OFFER

The Undersigned hereby offers and agrees to furnish the service(s) in compliance with all the terms, conditions, specifications and amendments in the solicitation.

The Undersigned additionally certifies that the offeror does not have scrutinized business operations in either the Sudan (A.R.S. § 35-391) or Iran (A.R.S. § 35-393).

Company Name

NCS Pearson, Inc.

Street Address

2510 North Dodge Street

Iowa City

IA

52245-9555

City

State

Zip Code

Telephone Number:

319-358-4494

Name of Person Authorized to Sign Offer

Darice Keating

Title of Authorized Person SVP, General Manager

12/17/08

Signature of Authorized Person

Date of Offer

Facsimile Number:

319-339-6990

Offeror's Arizona Transaction (Sales) Privilege Tax License Number:

07-290879-U

Offeror's Federal Employer Identification Number:

41-0850527

Acknowledgement of Amendment(s):  
*(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated*

Amendment No.	Date
<u>1</u>	<u>11/18/08</u>
<u>2</u>	<u>11/25/08</u>
<u>3</u>	<u>12/04/08</u>

Amendment No.	Date
<u>4</u>	<u>12/04/08</u>
<u>5</u>	<u>12/08/08</u>
<u>6</u>	<u>12/12/08</u>

## ACCEPTANCE OF OFFER AND CONTRACT AWARD

*(For State of Arizona Use Only)*

Your Offer, dated 12/17/08, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number **ED09-0004**.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this 4<sup>th</sup> day of May 2009

Douglas C. Peeples, MBA, CPPB, CPCM  
Chief Procurement Officer

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# SECTION 1 SCOPE OF WORK

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*All answers to questions received as part of the pre-offer conference that clarified or modified information in the original RFP document, released November 4, 2008, are included in this document in italic text within the appropriate paragraph.*

## 1. Purpose for RFP

Under the direction of the State Board of Education (SBE) and in response to federal and state legislation, the Arizona Department of Education (ADE) is requesting assistance in the development, printing, scoring, and reporting of Criterion Referenced Tests (CRTs) called Arizona's Instrument to Measure Standards for Grades 3 through 8 (AIMS 3-8), for High School (AIMS HS), for Science Grades 4, 8, and high school (AIMS Science), and a Norm Referenced Test (NRT) for Grades 2 and 9.

### **Bid Components**

Arizona's assessment program has been divided into components. Pursuant to this Scope of Work for all assessment components, an Offeror may submit a bid for A or B or both.

- A. The Offeror(s) shall develop, print, score, and report standardized CRT assessments known as AIMS HS in writing, reading, mathematics, and science.
- B. The Offeror(s) shall develop, print, score, and report standardized assessments known as AIMS 3-8 in writing, reading, and mathematics. The assessments will include embedded norm-referenced (NR) items that can be used to develop both the CRT and the NRT scores. There will be an NRT score for reading, language arts, and mathematics and a CRT score for reading, writing, and mathematics.

The Offeror(s) shall develop, print, score, and report standardized NRT assessments for Grades 2 and 9 in reading, language arts, and mathematics. The NR items embedded in AIMS 3-8 shall be from the same NRT edition used for Grades 2 and 9.

The Offeror(s) shall develop, print, score, and report standardized CRT assessments be known as AIMS Science for Grades 4 and 8.

## 2. Background and Testing History

Arizona's Academic Standards ([www.azed.gov/standards/contentstandards.asp](http://www.azed.gov/standards/contentstandards.asp)) serve as the foundation for student achievement and accountability in Arizona. The State's CRTs are aligned to these standards. The standards provide teachers, administrators, students, parents, business, and community members with clear, concise statements about what students should know and be able to do.

There is an established revision cycle for the Academic Standards ([www.azed.gov/standards/ContentAreaRevisionsAug07.pdf](http://www.azed.gov/standards/ContentAreaRevisionsAug07.pdf)). A revised Mathematics Standard was adopted by the SBE in June 2008. Language Arts Standards will be revised with SBE adoption expected in April 2010. Science will be revised with SBE adoption expected in 2012.

ARS § 15-741(A)(2) ([www.azleg.gov/ArizonaRevisedStatutes.asp?Title=15](http://www.azleg.gov/ArizonaRevisedStatutes.asp?Title=15)) mandates that the SBE shall "Adopt and implement an Arizona instrument to measure standards test to measure pupil achievement of the state board adopted academic standards in reading, writing and mathematics in at least four grades designated by the

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board.” ARS § 15-701.01(A)(3) mandates that the SBE shall “Develop and adopt competency tests pursuant to section 15-741 for the graduation of pupils from high school in at least the areas of reading, writing and mathematics and shall establish passing scores for each such test.” In academic year 2004-2005, AIMS was extended to include all Grades 3 through 8 in accordance with the requirements of *No Child Left Behind* (NCLB). In academic year 2007-2008, AIMS Science was implemented in Grades 4, 8, and high school. The Arizona Legislature mandated (ARS § 15-741, ARS § 15-742, and ARS § 15-755) a nationally standardized NRT in reading, language arts, and mathematics be implemented in Arizona for Grades 2 and higher.

The Arizona assessment program provides assessments to all state and federally funded schools and some private schools within the state. All schools are organized within districts and all districts are organized within counties. There are approximately 92,000 students per grade, approximately 2,000 schools, approximately 600 districts, and approximately 20 counties participating in the Arizona assessment program. The number of schools and districts is subject to change.

Each district appoints a test coordinator to serve as liaison between the district and the Offeror(s) and ADE. Materials are packaged by school but delivered to each district by the Offeror(s). The test coordinator is responsible for distributing the testing materials to schools. The test coordinator is responsible for packaging completed test materials following test administration for retrieval by the Offeror(s).

Arizona’s assessment system consists of the following components with the estimated number of students to be assessed with each component:

- 2.1 AIMS HS is a CRT in the content areas of reading, writing, mathematics, and science. All students in their second year of high school participate in the assessment with the exception of those students who are identified for AIMS A. Most students are required to pass AIMS HS in order to graduate. Arizona high school students are given five opportunities to test, beginning in the spring semester of a student’s second year in high school and every subsequent semester as needed. AIMS Science is given to all students during their first or second year of high school with the exception of those students who are identified for AIMS A. It is not part of the graduation requirement and therefore is not retested. AIMS HS is administered based on student cohort which is determined on initial enrollment in high school in Arizona.

*\*Virtually all high schools that participate in spring AIMS HS testing also participate in fall AIMS HS testing.*

Estimated number of students to be assessed on AIMS HS.

○	Fall Writing	75,000	Large Print 80	Braille 30
○	Fall Reading	75,000	Large Print 80	Braille 30
○	Fall Mathematics	75,000	Large Print 80	Braille 30
○	Spring Writing	150,000	Large Print 120	Braille 50
○	Spring Reading	150,000	Large Print 120	Braille 50
○	Spring Mathematics	150,000	Large Print 120	Braille 50
○	Spring Science	92,000	Large Print 100	Braille 30

**2.2 REMOVED**

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2.3 AIMS 3-8 is a CRT in the content areas of reading, writing, mathematics, and science with embedded NRT items in reading, language arts, and mathematics. NRT items that align to the Arizona Academic Standards contribute to both the CRT scores and the NRT scores for a student. All students enrolled in Grades 3 through 8 participate in the appropriate grade level assessment with the exception of those students who are identified for AIMS A. Science is tested only in Grades 4 and 8. Beginning in Spring 2010, writing is tested only in grades 3, 5, and 7. All students participate except those identified for AIMS A.

Estimated number of students to be assessed on AIMS 3-8 in writing (W), reading(R), mathematics (M) and Science(S).

○	Grade 3 (W,R,M)	92,000	Large Print 75	Braille 15
○	Grade 4 (R,M,S)	92,000	Large Print 75	Braille 15
○	Grade 5(W,R,M)	92,000	Large Print 75	Braille 15
○	Grade 6(R,M)	92,000	Large Print 75	Braille 15
○	Grade 7(W,R,M)	92,000	Large Print 75	Braille 15
○	Grade 8(R,M,S)	92,000	Large Print 75	Braille 15

### 2.4 **REMOVED**

2.5 All students enrolled in Grades 2 and 9 are assessed using a nationally standardized norm-referenced achievement test.

Estimated number of students to be assessed on NRT in reading, language arts, and mathematics.

○	Grade 2	92,000	Large Print 75	Braille 15
○	Grade 9	92,000	Large Print 75	Braille 15

2.6 AIMS A (1% assessment) is an alternate assessment developed, administered, scored, and reported by ADE. (Not to be included in RFP response)

Prior to 2005, an NRT was administered in Grades 2 through 9. Beginning in 2005, an NRT has been administered yearly to Grades 2 and 9, and items from an NRT have been embedded within the AIMS 3-8.

Current Test Administration Directions (TAD) and Test Coordinator Manual (TCM) are posted on the ADE Web site at [www.azed.gov/standards/aims/administering/default.asp](http://www.azed.gov/standards/aims/administering/default.asp) .

The ADE has test blueprints (see Exhibit 7.2 for test blueprints) for each content area at Grades 3-8 and high school. Any changes to the current test blueprints will be determined by and be the responsibility of ADE with input from the Offeror, educator committees, and the Technical Advisory Committee (TAC). After the adoption of the new language arts standards in 2010 and new science standard in 2012, test blueprints will be changed respectively. A new writing test blueprint will be developed to allow for the addition of multiple choice items in 2011.

The ADE achievement standards were established in 2005 using the Bookmark Standard Setting Procedure in Grades 3 through 8 and high school for reading and mathematics. The ADE achievement standards were

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established in 2005 using the Body of Work Standard Setting Procedure for Grades 3 through 8 and high school for writing. The achievement standards for science were established 2008 using the Bookmark Standard Setting Procedure. New Standard Settings will be held after the administration of new operational assessments for mathematics (2010), writing (2011), reading (2012), and science (2013).

The ADE embeds field test items in AIMS reading, writing, mathematics, and science. Generally 10 to 15 mathematics field test items, 5 writing multiple choice field test items, 10 science multiple choice field test items, and two new reading passages with 10 field test items (5 items per passage) are embedded in a form. Writing multiple choice field test items shall be embedded in the reading content assessment for AIMS 3, 5, and 7 in year 1 of the contract. In option years 2-5 the writing field test items shall be embedded with operational multiple choice writing items. Writing field test items shall be embedded in the reading content assessment for AIMS HS in year 1 of the contract and in the writing content assessment in option years 2-5. The ADE will develop one operational test form per year for Grades 3 through 8 in reading and mathematics and one operational test form per year for Grades 3, 5, and 7 in writing, and two operational high school test forms per year in reading, writing, and mathematics with multiple versions for field testing of new items. The ADE will develop one new operational science test form for Grades 4, 8, and high school per year with multiple versions for field testing of new items. Writing prompts will be field tested in a stand-alone field test.

*\*The above paragraph refers to multiple choice items to be field tested with the exception of stand-alone writing prompts.*

The ADE has created a database of approximately 800 educators who serve on educator committees for assessment development.

The ADE Assessment Section includes: Roberta Alley, Deputy Associate Superintendent for Assessment; Charles Bruen, Ed.D., Director of Data Analysis; Irene Hunting, Director of Test Administration and Contract Management; Frank Brashear, Director of Test and Item Development; MaryPat Wood, State Test Coordinator; and Marilee Beach, Coordinator of AIMS Support Materials. All post-test reporting for federal and state accountability systems is done by the Research and Evaluation Section under Robert Franciosi, Ph.D., Deputy Associate Superintendent for Accountability. Mathematics, literacy, and science specialists are available from other ADE divisions to assist in standards and item development.

The ADE has an Item Bank of Arizona-owned writing, reading, mathematics, and science items aligned to the Grade Level Academic Standards. All operational items used in AIMS assessments, except NRT items, are from the Arizona Item Bank. These items have been calibrated using the 1-parameter IRT Rasch model.

*\*The following are the item counts by grade level and subject.*

<u>Writing</u> Grade Level	Number of Prompts
3	13
4	12
5	13
6	13
7	13
8	12
HS	21

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<i>Grade Level</i>	<i>Number of Operational Items</i>
3	389
4	330
5	322
6	292
7	310
8	313
HS	505

## Mathematics

<i>Grade Level</i>	<i>Number of Operational Items (includes MFT items)</i>
3	436
4	419
5	352
6	368
7	446
8	465
HS	1020

## Science

<i>Grade Level</i>	<i>Number of Operational Items</i>
4	158
8	146
HS	162

TAC's purpose is to make recommendations to ADE regarding technical issues surrounding the assessment and accountability programs. The TAC membership is made up of at least five nationally recognized experts in the field of tests and measurement. The current members are:

- Thomas Haladyna, Ph.D., Professor Emeritus, Arizona State University West
- William A. Mehrens, Ph.D., Professor Emeritus, Michigan State University
- Jerome D'Agostino, Ph.D., Associate Professor, The Ohio State University
- Barbara Dodd, Ph.D., Professor, University of Texas at Austin
- Margaret Goetz, Ph.D., Professor, University of Pennsylvania

### **3. Project Planning and Communication**

3.1. The highest technical quality shall be maintained in the production and administration of tests and in the reporting of results. There shall be zero errors in the final score for students. All the work shall be conducted in accordance with the most recently published version of the *Standards for Educational and Psychological Testing* (AERA, APA, and NCME), recent court decisions, and USDOE Guidance for NCLB compliance. Upon the State's review of the forthcoming document on best practices for test publishers, the Offeror shall comply in accordance with the publication. This shall be reflected in all aspects of the assessment program and in the assignment of personnel to the project.

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- 3.2. The Offeror(s) shall develop management and quality control procedures for all contract deliverables.
- 3.3. The Offeror(s) shall develop a transition plan for the movement of the assessment program from the current contract to the new contract(s). The plan will indicate the essential steps leading to the seamless transition between the existing contractor and the Offeror(s), steps for all overlapping project work tasks and deliverables including initiation and completion dates for each. The Offeror(s) should accurately allocate the required resources for overlapping work.
- 3.4. The Offeror(s) shall develop a final work plan for this contract that shall indicate the essential steps leading to the seamless transition between the Offeror(s) and any Offeror(s) awarded the subsequent contract(s).
- 3.5. The Offeror(s) shall provide to the State a detailed plan outlining the implementation and continued support of the assessment program by Program Management. The project requires an effective management system that enables the Offeror to complete tasks on schedule and within budget. This shall include a schedule of program deliverables for year 1 of the contract. Prior to any option year extension, a schedule of program deliverables shall be required and presented to the State on or before March 31.
  - 3.5.1. The Offeror(s) shall develop a plan for communication procedures and protocols between Offeror and the State. The Offeror(s) shall develop a plan for the yearly, monthly, and weekly schedule of meetings.
    - 3.5.1.1. Key meetings:
      - The Offeror(s) shall make arrangements for a post award conference within thirty days of the Contract award date.
      - The Offeror(s) shall provide a post-assessment debrief after each testing cycle prior to the annual planning meeting for the upcoming year's assessment.
      - The Offeror(s) shall provide an annual meeting for planning the fulfillment of the upcoming year's contractual obligations if option years are exercised.
    - 3.5.1.2. Task-specific meetings (as needed to develop and implement the program):
      - Item development plan
      - Test development plan
      - Technology plan
      - Scoring and reporting plan
      - Item Bank update
      - Research plan
      - Others as needed or suggested by Offeror
    - 3.5.1.3. Weekly meetings including a written management report for updating the status of the current assessment cycle shall be scheduled.

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- 3.5.2. The Offeror(s) shall designate the procedures and protocols to make decisions concerning contract changes which have an associated cost. The Offeror(s) must identify a company officer who is readily available and is empowered to make timely, high-level, and binding decisions on behalf of the organization.
- 3.5.3. The Offeror(s) shall provide a workflow chart that depicts the Offeror's vision of the timeline for all major tasks and subtasks for each year of the contract. The workflow must include the tasks and activities to be undertaken to produce the final products.
- 3.5.4. The Offeror(s) shall provide the résumé (See Attachment 6.4 for résumé format) for each person named as key personnel in the appendix of the proposal. Key Personnel shall include, at minimum, the following:
- **Company Officer** who is empowered to make high-level decisions on behalf of the organization.
  - **Program Manager** who is dedicated full time to the Arizona contract. This person should have experience in managing a large scale customized assessment contract and have excellent communication skills. The Program Manager must have appropriate program management credentials.
  - **Test Development Manager** who has extensive experience in the development of customized CRTs, facilitating and training of educator committees, and extensive experience supervising content experts.
  - **Scoring Manager** who is housed at the primary scoring/scanning site and has extensive experience in scoring a large scale state assessment program.
  - **Logistics Manager** who has extensive experience in the development and implementation of plans for the delivery and pick up of materials in a statewide assessment program with multiple test windows.
  - **Handscoring Manager** who has extensive knowledge of the Six Trait Writing Rubric and extensive experience in supervision of hand scoring of extended writing.
  - **Technology Manager** who has extensive experience in the development of technology requirements of large scale assessment programs and in secure exchange of confidential data files between Offeror and the State.
  - **Lead Psychometrician** who has an advanced degree in measurement and extensive experience in large scale customized assessments implementing IRT and the Rasch Model.
  - **Manufacturing Manager** who has experience printing and producing a large scale customized assessment program.
  - **Customer Service Manager** who is housed at the primary customer service center and has experience managing phone and email customer service communication for a large scale customized assessment program.
- 3.5.5. The Offeror(s) shall provide an organizational chart illustrating the responsibility of key personnel and the reporting structure of the team, and update it as changes are made.
- 3.5.6. The State shall have prior approval of changes in key personnel. The State shall be provided the reason for the change and the benefit to the program should the change be implemented and a

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plan to support the transition. The State shall have a two week review window of the résumés of suggested replacement personnel. A key team member cannot be changed without the State's approval.

- 3.6. The Offeror(s) shall provide a root cause analysis of all problems or issues as they arise during the development, administration, scoring, scaling, and/or reporting of assessments.
- 3.7. The Offeror(s) shall identify all proposed subcontractors, their assigned tasks and duties, and qualifications for the tasks and duties assigned. Letters of agreement between Offeror(s) and subcontractors must be submitted.
- 3.8. The Offeror(s) shall describe their hardware and software capacities to support the contract. Non-proprietary software is preferred.
- 3.9. All data produced from the assessments belong to the State and shall be provided to the State upon request.
- 3.10. All electronic transmission of documents and files that include information related to test items, test results, or individual students must be exchanged through a State-provided or a vendor-provided system in a secure manner, including the use of encryption, as agreed upon between the State and Offeror(s).

#### 4. AIMS Committees

The State has a commitment to include Arizona educators in the development of Arizona assessments through the use of committees to complete item and test development task. All AIMS committees will be composed of Arizona educators, community members, or national experts, chosen by ADE.

##### 4.1. Purpose of Committees.

- 4.1.1. Technical Advisory Committee (TAC). The TAC membership is made up of at least five nationally recognized experts in the field of tests and measurement. TAC's purpose is to make recommendations to the State regarding the state assessment and accountability program, particularly technical issues.
- 4.1.2. Blueprints Committee. The purpose of the Blueprints Committee is to develop blueprints for AIMS assessments.
- 4.1.3. Item Specifications Committee. The purpose of the Item Specifications Committee is to clarify performance objectives, establish item attributes, and provide sample items prior to the development of AIMS items.
- 4.1.4. Performance Level Descriptor (PLD) Writing Committee. The purpose of the PLD Writing Committee is to write/revise PLDs as needed after the adoption of revised academic standards.
- 4.1.5. Norm-Referenced Item Alignment Committee. The purpose of the Norm-Referenced Item Alignment Committee is to create a pool of NR items that are aligned to Arizona Academic Standards that may be used as dual purpose items.

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- 4.1.6. Item Realignment Committee. The purpose of the Item Realignment Committee is to realign items in the Item Bank to revised academic standard performance objectives.
- 4.1.7. Passage Content and Bias Review Committee. The purpose of the Passage Content and Bias Review Committees is to review reading passages for content and bias and recommend changes as needed.
- 4.1.8. Scenario Content and Bias Review Committee. The purpose of the Scenario Content and Bias Review Committees is to review mathematics, writing, and science scenarios for content and bias and recommend changes as needed.
- 4.1.9. Item Writing Committee. The purpose of the Item Writing Committee is to develop (write, review, and revise) test items including the writing of multiple choice and extended writing prompts.
- 4.1.10. Item Content and Bias Review Committee. The purpose of the Item Content and Bias Review Committee is to review all test items for content, bias, and instructional sensitivity and recommend changes as needed. This review must be completed prior to exposure of items to Arizona students. This review includes CRT items, embedded NRT items, and dual purpose items. The Committee also recommends which newly created passages, scenarios, and items should be field tested.
- 4.1.11. Braille Test Review Committee. The purpose of the Braille Test Review Committee is to review each grade level's AIMS Braille version for accuracy in translation and recommend changes as needed.
- 4.1.12. Standard Setting Committee. The purpose of the Standard Setting Committee is to recommend cut scores, achievement standards, and revise PLDs.
- 4.1.13. Item Analysis Committee. The purpose of the Item Analysis Committee is to review each field test item for content, statistical performance, and instructional sensitivity and recommend the status of the items (see Exhibit 7.3 for Item Bank status codes) before inclusion into the Item Bank.
- 4.1.14. Item Selection Committee. The purpose of the Item Selection Committee is to recommend the items for each operational assessment. The selection is based on both the content and item statistics. The selection is reviewed by the Offeror(s) research department to assure the maintenance of the test characteristics, anchor items, and the equitability of the assessments.
- 4.1.15. Anchor Setting Committee. The purpose of the Anchor Setting Committee is to identify and assemble anchor sets, training sets, and qualification sets to be used to train and qualify readers to score student responses following the procedures outlined in 9.4.2.

The schedule for committees will be as follows.

- 4.2.1. The committee that meets two to three times each year is the Technical Advisory ~~\_\_\_\_\_~~ (TAC). The Offeror(s) shall provide the following.
  - Support the State in the preparation of material for the meeting. Materials or reports that are to be reviewed by the TAC are to be sent to the state four weeks prior to the meeting date.
  - Provide for appropriate Offeror(s) personnel to prepare for and participate in the meeting.

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- 4.2.2. The committees that meet periodically (as needed) are the Blueprints Committee, Item Specifications Committee, PLD Writing Committee, Norm-Referenced Item Alignment Committee, Standard Setting Committee, Item Realignment Committee, and Anchor Setting Committee.
- 4.2.3. The committees that meet at least once each year are the Passage Content and Bias Review Committee [Spring], Scenario Content and Bias Review Committee [Spring], Item Writing Committee [Summer], Item Content and Bias Review Committee [Summer], Braille Test Review Committee [Summer], Item Analysis Committee [Summer], and Item Selection Committee [Summer].

*\*The existing contractor will conduct the data analysis of field tested items in the summer of 2009.*

- 4.3. The State will support the Committee(s) identified above by performing the following.
  - 4.3.1. The State will invite participants to committees.
  - 4.3.2. The State will assemble committees with no more than 50% of the participants requiring overnight accommodations.
  - 4.3.3. The State will supply the Offeror(s) with a final list of names and addresses of members of the committees.
  - 4.3.4. The State will be responsible for communicating directly with members of the committees.
  - 4.3.5. The State will provide at least two designated representative to be present at all committee meetings. Other State staff will be present at committee meetings as needed.
  - 4.3.6. The State will review all communications, training, planning, and work associated with the committees.
  - 4.3.7. The Offeror(s) shall provide the State with electronic copies of all training and support materials used for committees. The State will approve all materials prior to use.
- 4.4. The Offeror(s) shall in conjunction with the State determine the amount of work the committee is expected to accomplish, the estimated time allotted for the work, number of participants needed to accomplish the task, and establish meeting dates and times. If additional time is needed to complete the work, it is the responsibility of the Offeror(s) to reconvene the committee to complete the task.

*\*This applies to all committees held to develop the items and forms for AIMS HS and AIMS 3-8.*

- 4.4.1. The Offeror(s) shall propose the number of participants required to complete the task within one of three configurations: grade level (3, 4, 5...), adjacent grade levels (3 – 4, 5 – 6, 7 – 8, and high school), or grade spans (3 – 5, 6 – 8, and high school) for State approval.

*\*Since the completion of the task is the primary objective, the Offeror shall propose the number of Arizona educator participants and workshop days that will be necessary to accomplish the task. Per 4.4, if the task is not completed in the proposed amount of time, the Offeror shall provide additional time with an additional number of Arizona educator participants to bring the task to its completion. It is the contractor's responsibility to accomplish the task within the scope of the contract and the proposed time frame.*

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- 4.5. All meeting arrangements and associated costs, with the exception of the TAC, shall be the responsibility of the Offeror(s).
- 4.5.1. Facilities and equipment needed to conduct committee(s).
  - 4.5.2. Copies of all training and support materials used for committee(s). The State will approve all materials prior to use.
  - 4.5.3. Committee participants' travel, lodging, and meals.
  - 4.5.4. Stipends paid to committee participants of \$130-150 (year 1 \$130, increasing \$5.00 each year) per day for any work performed while the participants' schools are not in session (e.g., weekends, before or after the normal work day, holidays, summer vacation) or when participants are using personal leave days to attend the meeting. If a stipend is not paid and a substitute is required, the Offeror(s) shall be responsible for reimbursement to districts for substitutes at the district established rate.

*\*For bidding purposes the average reimbursement for substitutes is equal to the stipend amount*

- 4.5.5. Offeror's support personnel for training and facilitation of committee meetings.
- 4.6. The Offeror(s) shall hold a debriefing session with their staff and the State designated representative(s) at the conclusion of each committee work day.
- 4.7. The Offeror(s) shall provide the State with copies of the work products from all committees at the conclusion of each workshop. If the committee's task is not complete and another workshop must be held, the unfinished work product to that point in time shall be provided to the State.

### **5. Requirements for Assessments**

Machine-scorable items may include stand-alone multiple choice and interpretive multiple choice item types. For the purpose of this Contract, the term "stand-alone multiple choice" refers to items that have a single stem and a single set of response options. The term "interpretive multiple choice" refers to one or more items for which associated materials (e.g., maps, passages, charts) must be interpreted by the student to answer the item(s) correctly.

- 5.1. As a general requirement the Offeror(s) shall include the following requirements.
- 5.1.1. All criterion-referenced (CR) items are written by Arizona educators and owned by the State.
  - 5.1.2. All items and test forms must be secured. The Offeror(s) shall consult with the State in determining the best method for securing items and test forms during development and administration.  
  
Offeror shall propose their plan for the accounting of secure, non-scannable test materials.
  - 5.1.3. The Offeror(s) shall provide evidence of prior experience working with states to develop custom items and assessments that are aligned to individual state standards and that meet the requirements of NCLB.

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- 5.1.4. All assessments shall be based on state adopted test blueprints (see Exhibit 7.2 for test blueprints).

*\*ADE does not have a policy on the reuse of items. A policy is under development and will not be available prior to Offerors' due date*

5.2. Requirements for AIMS HS:

- 5.2.1. There shall be multiple equivalent forms equated back to previous years for each content area except for those years when new achievement standards are set for a content area.

- 5.2.1.1. There shall be two new equivalent forms created for reading for school year 2009-2010 and beyond – one for fall testing and one for spring testing. All reading items are multiple choice.

*\*For spring, there is an AIMS HS Reading make-up form. This make-up form is not a unique form, but a re-print of an operational form.*

*\*The Spring Reading test (previously Form A) and the Spring Reading Make-up test (previously Form T) are the same test (same core and field test items) with different book identification. Field test data are not combined and the data from the Spring Reading Make-up test are not used. The field test items in the Spring Reading Make-up test are only used as placeholders.*

- 5.2.1.2. There shall be three equivalent forms created for writing for school year 2009-2010 and beyond – one for fall testing, one for spring testing, and one for spring make-up testing. The writing test form for spring make-up testing must have a different writing prompt. The fall prompt must be a prior operational spring prompt. Beginning in spring 2011 approximately 20 multiple choice items will be added to the single writing prompt.

- 5.2.1.3. There shall be two new equivalent forms created for mathematics for school year 2009-2010 and beyond – one for fall testing and one for spring testing. All mathematics items are multiple choice.

*\*For spring, there is an AIMS HS Mathematics make-up form. This make-up form is not a unique form, but a re-print of an operational form.*

- 5.2.1.4. There shall be one science form for spring testing. In 2010, one of the existing operational forms will be used with the addition of field test items. In 2011 and beyond there will be one new form created annually.

- 5.2.2. There shall be seven new writing prompts field tested in stand-alone tests in Fall 2009. One additional target prompt will be included in the field test for equating purposes. Rangefinding will occur the summer following field testing.

*\*Exact test dates have not yet been established. However, the Fall 2009 AIMS HS Writing stand-alone field test will most likely occur during the week of October 26 – 30, 2009.*

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*\*The prompts will be spiraled and administered to an adequate sample of students per grade level. Offeror shall propose the number of students who will be involved in the sample. All field test results will be scored. Selection of training, anchor, and check sets will be pulled from the field test responses.*

*\*Each student writes on only one prompt, either a field test prompt or the target prompt.*

5.2.3. There shall be field test items embedded within all operational tests for reading, writing (starting 2011), mathematics, and science. Items field tested in the fall are place holders items and are not calibrated. The number of field test items developed and the number of field test versions will vary. The State has determined the expected yearly requirements for spring field testing as follows.

*\*Field test items are embedded throughout each section of the operational forms.*

5.2.3.1. Development of items for the spring 2010 field test will be as follows.

- Reading – 4 field test versions with 2 unique passages. Each version will have one passage with five reading items per passage. Each passage is included in two versions. A passage will have a total of ten items field tested.
  - 2 new passages
  - 20 new items
- Writing – There will be 5 unique multiple choice writing items field tested in each field test version of the reading test.
  - 20 new items
- Mathematics – 4 field test versions with 15 unique items in each version.
  - 60 new items
- Science – 8 field test versions with 10 unique items in each version.
  - 80 new items

*\*Item writing will occur in early summer and the content & bias review will take place after item writing later in the summer. It is not possible to have item writing during the school year.*

5.2.3.2. Development of items for the spring 2011 field test will be as follows.

- Reading – 4 field test versions with 4 unique passages. Each version has two unique passages with five items each. Each passage is included in two versions. A passage will have a total of ten items field tested.
  - 4 new passages
  - 40 new items
- Writing – 4 field test versions with 5 unique multiple choice items in each version.
  - 20 new items
- Mathematics – 4 field test versions with 15 unique items in each version.
  - 60 new items
- Science – 2 field test versions with 10 unique items in each version.
  - 20 new items

5.2.3.3. Development of items for the spring 2012 field test will be as follows.

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- Reading – 8 field test versions with 8 unique passages. Each version has two unique passages with five items each. Each passage is included in two versions. A passage will have a total of ten items field tested.
  - 8 new passages
  - 80 new items
- Writing – 8 field test versions with 5 unique multiple choice items in each version.
  - 40 new items
- Mathematics – 4 field test versions with 15 unique items in each version.
  - 60 new items
- Science – 8 field test versions with 10 unique items in each version.
  - 80 new items

5.2.3.4. Development of items for the spring 2013 field test will be as follows.

- Reading – 4 field test versions with 4 unique passages. Each version has two unique passages with five items each. Each passage is included in two versions. A passage will have a total of ten items field tested.
  - 4 new passages
  - 40 new items
- Writing – 4 field test versions with 5 unique multiple choice items in each version.
  - 20 new items
- Mathematics – 2 field test versions with 15 unique items in each version.
  - 30 new items
- Science – 4 field test versions with 10 unique items in each version.
  - 40 new items

5.2.3.5. Development of items for the spring 2014 field test will be as follows.

- Reading – 4 field test versions with 4 unique passages. Each version has two unique passages with five items each. Each passage is included in two versions. A passage will have a total of ten items field tested.
  - 4 new passages
  - 40 new items
- Writing – 4 field test versions with 5 unique multiple choice items in each version.
  - 20 new items
- Mathematics – 8 field test versions with 15 unique items in each version.
  - 120 new items
- Science – 4 field test versions with 10 unique items in each version.
  - 40 new items

*\*Item development for AIMS HS must adhere to the plans described in sections 5.2. ADE will not accept a reduced item development plan.*

5.3. **REMOVED**

5.4. Requirements for AIMS 3-8

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- 5.4.1. There shall be multiple equivalent forms equated back to previous years for each content area and each grade except for those years when new achievement standards are set for a content area.
- 5.4.1.1. There shall be one operational AIMS 3-8 reading test created per grade level with embedded NRT items. The test shall be all multiple choice.
- 5.4.1.2. There shall be one operational writing test created per grades 3, 5, and 7 which shall include a single extended writing prompt in year 1 of the contract. In year 2 and beyond, writing shall have a single writing prompt with approximately 20 multiple choice items. NRT language arts items may be embedded in the writing test.
- 5.4.1.3. There shall be one operational AIMS 3-8 mathematics test created per grade level with embedded NRT items. The test shall be all multiple choice.
- 5.4.1.4. There shall be one operational AIMS Grade 4 and 8 science test created per grade level that shall be all multiple choice. In 2010, one of the existing operational forms will be used for each grade level with the addition of field test items. In 2011 and beyond, there shall be one new form created per grade level annually.

*\*The Offeror may propose including science in the grade 4 and grade 8 test books or may propose producing separate science test books for grade 4 and grade 8.*

- 5.4.2. The dual-purpose NR items (see section 7.3.2.) will constitute no more than 50% of any reported category. The NR items selected as dual purpose must align to the Arizona grade level standards as determined by the State and Arizona educators. Offeror shall provide information on the number and statistical characteristics of NR items to be used at each grade level.
- 5.4.3. There shall be five new writing prompts per grades 3, 5, and 7 field tested in stand-alone tests in Spring 2010. One additional target prompt will be included in the field test for equating purposes. Rangefinding will occur the summer following the field testing.

*\*The prompts will be spiraled and administered to an adequate sample of students per grade level. Offeror shall propose the number of students who will be involved in the sample. All field test results will be scored. Selection of training, anchor, and check sets will be pulled from the field test responses.*

*\*Each student writes on only one prompt, either a field test prompt or the target prompt.*

- 5.4.4. There shall be multiple choice field test items embedded within the annual operational tests for reading, writing, mathematics and science. The number of field test items developed and the number of field test forms will vary. The State has determined the yearly requirements as follows.
- 5.4.4.1. Development of items per grade level for the spring 2010 field test will be as follows.
- Reading 3, 5, and 7 – 4 field test versions with 2 unique passages. Each version has one passage with five reading items per passage. Each passage is included in two versions. A passage will have a total of ten items field tested.
    - 2 new passages
    - 20 new items

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- Reading 4, 6, and 8 – 2 field test versions with 2 unique passages. A passage will have a total of ten items field tested.
    - 2 new passages
    - 20 new items
  - Writing 3, 5, & 7 – There will be 5 unique multiple choice writing items field tested in each field test version of the reading test.
    - 20 new items
  - Mathematics – 4 field test versions with 10 unique items in each version.
    - 40 new items
  - Science – 8 field test versions with 10 unique items in each version.
    - 80 new items
- 5.4.4.2. Development of items per grade level for the spring 2011 field test will be as follows.
- Reading – 4 field test versions with 4 unique passages. Each version has two passages with five reading items per passage. Each passage is included in two versions. A passage will have a total of ten items field tested.
    - 4 new passages
    - 40 new items
  - Writing – 4 field test versions with 5 unique items in each version.
    - 20 new items
  - Mathematics – 4 field test versions with 10 unique items in each version.
    - 40 new items
  - Science – 2 field test versions with 10 unique items in each version.
    - 20 new items
- 5.4.4.3. Development of items per grade level for the spring 2012 field test will be as follows.
- Reading – 4 field test versions with 4 unique passages. Each version has two passages with five reading items per passage. Each passage is included in two versions. A passage will have a total of ten items field tested.
    - 4 new passages
    - 40 new items
  - Writing – 4 field test versions with 5 unique items in each version.
    - 20 new items
  - Mathematics – 4 field test versions with 10 unique items in each version.
    - 40 new items
  - Science – 8 field test versions with 10 unique items in each version.
    - 80 new items
- 5.4.4.4. Development of items per grade level for the spring 2013 field test will be as follows.
- Reading – 4 field test versions with 4 unique passages. Each version has two passages with five reading items per passage. Each passage is included in two versions. A passage will have a total of ten items field tested.
    - 4 new passages
    - 40 new items

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- Writing – 4 field test versions with 5 unique items in each version.
  - 20 new items
- Mathematics – 2 field test versions with 10 unique items in each version.
  - 20 new items
- Science – 4 field test versions with 10 unique items in each version.
  - 40 new items

5.4.4.5. Development of items per grade level for the spring 2014 field test will be as follows.

- Reading – 4 field test versions with 4 unique passages. Each version has two passages with five reading items per passage. Each passage is included in two versions. A passage will have a total of ten items field tested.
  - 4 new passages
  - 40 new items
- Writing – 4 field test versions with 5 unique items in each version.
  - 20 new items
- Mathematics – 4 field test versions with 10 unique items in each version.
  - 40 new items
- Science – 4 field test versions with 10 unique items in each version.
  - 40 new items

*\*Item development for AIMS 3-8 must adhere to the plans described in sections 5.4. ADE will not accept a reduced item development plan.*

### **5.5. REMOVED**

### 5.6. Requirements for NRT

5.6.1. The Offeror shall propose a form for Grades 2 and 9 that provide scores for reading, language arts, and mathematics as required by statute.

5.6.2. The edition provided for Grades 2 and 9 should be the latest edition. This edition shall also be used to select items embedded in AIMS 3-8.

5.6.2.1. The Grade 2 shall be a scorable test book.

5.6.2.2. The Grade 9 shall be a reusable test book that will be stored at the district. A plan for annual growth and replacement of damaged test books shall be developed.

*\*Unused Grade 2 NRT books may be retained in districts for use the following year.*

### **5.6.2.3. REMOVED**

5.6.3. The Offeror shall not market, sell, or provide NRT form(s) that contain any item that appears in the Arizona assessment program to any public or private school participating in Arizona statewide testing.

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## 6. Requirements for Development of Items

6.1. As a general requirement the Offeror(s) shall perform the following.

- 6.1.1. All criterion-referenced (CR) items shall be written by Arizona educators and owned by Arizona Department of Education.
- 6.1.2. The Offeror(s) shall conduct a gap analysis of items in the Item Bank. This shall be done in collaboration with the State to determine which Performance Objectives (PO) need additional items developed for writing, reading, mathematics, and science.
- 6.1.3. The Offeror(s) shall conduct an Arizona educator committee for review and revision of item specifications as needed prior to item writing. After new academic standards are adopted, the committee will reconvene to perform a comprehensive revision of item specifications and performance level descriptors (PLDs) [www.azed.gov/standards/aims/PerformanceStandards/](http://www.azed.gov/standards/aims/PerformanceStandards/).
- 6.1.4. The Offeror(s) shall commission or create graphic images for item stimuli for all content areas.
- 6.1.5. The Offeror(s) shall commission reading passages to be used for item sets. The State may provide guidance concerning genre and subject matter of passage. Passages shall be owned by the State.
  - The Offeror(s) shall provide readability levels for passages.
  - The Offeror(s) shall provide appropriate graphics, such as illustrations, graphs, maps, and charts for all passages.
  - The Offeror(s) shall convene a committee of Arizona educators to perform content and bias review of passages prior to item writing.
  - The Offeror(s) content specialists shall provide editing of all passages.

*\*The State uses Oleander Solutions Readability Studio 1.1 which utilizes several readability tests to perform its analysis of the text.*

- 6.1.6. The Offeror(s) shall commission writing, mathematics, and science scenarios to be used for item sets. The State may provide guidance concerning genre and subject matter of scenario. Scenarios shall be owned by the State.
  - The Offeror(s) shall provide readability levels for scenarios.
  - The Offeror(s) shall provide appropriate graphics, such as illustrations, graphs, maps, and charts for all scenarios.
  - The Offeror(s) shall convene a committee of Arizona educators to perform content and bias review of scenarios prior to item writing
  - The Offeror(s) content specialists shall provide editing of all scenarios.

*\*There are currently scenarios in mathematics and science with item sets ranging from two to six items. In order to not become a "reading assessment," each stimulus has minimal text and/or graphics (tables, charts, etc.). Embedded in the operational test, the items sets were field tested immediately following their associated scenario. In some cases, different item sets were developed using the same scenario. Currently, no writing scenarios have been developed.*

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- 6.1.7. The Offeror(s) shall use Arizona educator committees to develop writing prompts for the extended writing response items.
- 6.1.8. The Offeror(s) shall use Arizona educator committees to develop multiple choice test items.
- 6.1.9. The Offeror(s) shall convene Arizona educator committees for content and bias review for all test items including the NRT embedded items.
- 6.1.10. The Offeror(s) shall convene an Arizona educator committee to review existing items for alignment after the adoption of revised academic standards. This review committee shall complete the following tasks.
- Identify existing items that match revised performance objectives (POs).
  - Recode items to match revised POs.
  - Recommend re-field testing items if they align to a PO at a new grade level.
  - Identify POs that need additional items developed.
- 6.1.11. The Offeror(s) shall provide a summary report of the procedures for and results of all Arizona educator committees.
- 6.1.12. The Offeror(s) shall provide support for development through final editing of all items prior to field testing. The State shall have final approval of all items including images.

*\*Although the Arizona educators who are invited to the workshops are very skilled, some editing will be necessary. The past practice of group editing (by Offeror's facilitators and Arizona educators) has provided a good review process as well as enhanced the quality of future newly written items. After the workshops, the Offeror's content experts, style editors, graphics experts, etc. will need to review and edit if necessary. Only items written by Arizona educators will be used for the criterion referenced AIMS items. The Offeror will not supplement the item development of Arizona educators with the use of the Offeror's content specialist staff or other experienced independent contractors.*

6.2. As a general requirement for field testing the Offeror(s) shall perform the following.

6.2.1 The Offeror(s) shall include a plan for field testing of multiple choice items for writing, reading, mathematics, and science through embedding items in operational forms.

### **6.2.2 REMOVED**

6.2.3 The Offeror(s) shall include a plan for stand-alone field testing of extended writing prompts for AIMS HS and AIMS 3-8.

6.2.4 The Offeror(s) shall be responsible for item analyses at the conclusion of the field test for each grade level and for each content area. The Offeror(s) shall provide item response theory (IRT- based) and classical test theory (CTT-based) statistics for all field test items. The Offeror shall provide at least the following for every item.

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- p-values
- Rasch values
- point biserials
- fit statistics
- Mantel-Haenszel statistics
- differential item functioning (DIF) statistics

Offeror(s) shall provide the same analyses of field test items as is provided for operational items.

6.2.5 The Offeror(s) shall be responsible for the analyses of extended writing prompts at the conclusion of the stand-alone writing field test and rangefinding.

- distribution of scores including condition codes
- demographic data on student participants for anchor papers as well as the total population
- inter-rater reliability
- rater severity correlation

6.2.6 The Offeror(s) shall conduct an Arizona educator item analysis committee to review data identified in 6.2.4. to determine usability of field test items on operational tests. All items will be placed in the Item Bank with appropriate designation or status.

*\*Items to be field tested in spring 2010 are to be developed by the new contractor in summer of 2009.*

### 6.3 Arizona Item Bank

As a general requirement for all assessments in the Arizona assessment program, the Offeror(s) in conjunction with the State shall develop and maintain an Item Bank of all test items. The Item Bank and the data contained in the Item Bank will be the sole property of the State. All items and passages in the bank shall have associated item statistics, properties, history, text of the item, image of the item, and any associated art/graphics.

*\*The Item Bank system may be an existing system owned by the Offeror, however the Item Bank content shall be owned by the State.*

*\*The items are in PDF and JPEG formats. The statistics are in MS Access.*

6.3.1 Offeror(s) shall manage and maintain the Arizona Item Bank. Offeror(s) shall provide for a smooth transition with the previous contractor for transfer and conversion of existing items and data into the Arizona Item Bank and obtain any required technical information, related material, and archival information from the previous vendor.

*\*The requirements in this section are directed towards the maintenance and use of an item bank to be supplied by the Offeror.*

6.3.2 Offeror(s) shall create a management and quality control plan to accomplish the development of the Arizona Item Bank including a detailed description of quality control procedures used in the development, security, and maintenance of the Item Bank.

6.3.3 Item Storage Criteria

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- Stored in a single nonproprietary format.
  - Stored with print ready image from the most recent field/operational test. All previous administrations of that item shall be archived but shall still be available for viewing.
  - Stored by Arizona Identification (AZID) number. The State shall provide the AZID number for each item.
- 6.3.4 Re-field tested, revised items shall be stored under a new AZID number. A link shall be provided to the original item.
- 6.3.5 Item count of items in the Item Bank is based on the most recent version of each item and does not include items that have been coded Do Not Use (DNU), Public Release (PR), Obsolete (OBS), and Unpublished (UNP).
- 6.3.6 Item associations shall be identified.
- Items shall have an assigned AZID number as a primary key.
  - Items shall be associated with content area, strand, concept, and performance objective.
  - Items shall be associated with a form.
  - Items shall have season and year of administration.
  - Items shall be assigned a status code (see Exhibit 7.3 for status code definitions).
  - Passages and scenarios shall be displayed with all associated items. The associated items from the most recent administration will be identified.
- 6.3.7 The Item Bank shall provide the State with statistical information regarding test item measurement characteristics. Some examples of the statistical data to be included are the historical use of an item and the statistical information identified in 6.2.4. and 6.2.5.
- 6.3.8 All features of the Item Bank shall be created in consultation with the State. The State shall retain ownership and all rights pertaining to the content of the Item Bank.
- The following features are essential, but not all inclusive, for the Item Bank.
- accessible interface (see Exhibit 7.3 for sample screen shots of interface)
  - form-builder
  - password protection
  - import capability
  - export capability
  - search capability
  - save capability (e.g., comments, groups, forms)
  - partial extraction capability (one or more statistical elements of multiple items or groups)
  - report capability

*\*The contractor is responsible for making modifications to the technical design/structure/features of the Item Bank.*

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- 6.3.9 Offeror(s) shall update the Item Bank.
- Annual update of the Item Bank with new data from operational items and new field test items shall be delivered to the State at least two weeks prior to the meeting of the Item Selection Committee but no later than 60 days from the completion of yearly assessment scoring. The Item Analysis Committee shall meet prior to the delivery of the Item Bank to review newly field tested items.
  - The Offeror shall correct errors in the Item Bank and submit the updated version to the State every two months as needed.
- 6.3.10 Offeror(s) shall convert and maintain all item parameters to the same scale. For a full description of the Item Bank components see Exhibit 7.3 for Item Bank components.
- 6.3.11 Offeror(s) shall create a technical plan for development and maintenance of the Arizona Item Bank.
- 6.3.12 Offeror(s) shall meet periodically with the State for Item Bank maintenance and modification.  
The Offeror shall propose how frequently the meetings need to be and the format of the meetings (in-person, conference, or web). The meetings focus on all aspects of the Item Bank.

## 7. Develop Test and Answer Document Forms

- 7.1. As a general requirement the Offeror(s) shall perform the following.
- 7.1.1 Develop a communication plan and schedule for systematic State review of the test form and answer document development process.
- 7.1.2 Develop a management and quality control plan to develop test forms and answer documents.
- 7.1.3 Develop test forms based on assessment blueprints adopted by the State.
- 7.1.4 Work with Arizona educator committees and the State to develop test forms that measure the state standards including the selection of operational items and the embedded field test items.
- 7.1.5 Provide the State with all statistical information regarding the properties of the tests. All data collected remain the property of the State.
- 7.1.6 Follow the Arizona Style Guide (see Exhibit 7.4 for the Arizona Style Guide) for test form design.
- 7.1.7 Meet the guidelines for “universal design” as defined in the Arizona Style Guide (see Exhibit 7.4 for the Arizona Style Guide) regarding test design (font, item design, passage format). The font used on the test will be non-proprietary font that is commonly available.
- 7.1.8 Produce one version of every operational test in large print and contracted Braille. Produce one version of every stand alone field test in large print.

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*\*Large print is simply a 150% enlargement of the standard test materials.*

7.1.9 Provide a working test map for use during test form development and a final test map after blueline approval for all forms of each assessment. The test map shall include the following.

- AZID
- Item number (location in test)
- Strand, Concept, and PO (Performance Objective)
- Answer key
- Anchor item, field test item, or OP (Operational item)
- Brief item description

*\*See Exhibit 7.14 for an example of a test map.*

7.2. For the AIMS HS, the Offeror(s) shall design and format an assessment with CRT items by content area. Each content area shall be in separate test book.

*\*For AIMS HS Writing, either a scannable answer document or a scannable test book is acceptable. However, if a scannable test book is proposed, a writing draft booklet must be provided as the writing draft pages and the final response pages cannot be in the same document.*

7.3. For the AIMS 3-8, the Offeror(s) shall design and format an assessment with CRT items and embedded NRT items in such a way that the flow between the items is seamless and not obvious to the test taker. Science is a CRT only.

7.3.1. CRT and NRT items shall be interspersed throughout the form so that each testing session contains both types of items. The form structure shall follow the Arizona Style Guide so that the look of the CRT and NRT items are identical.

7.3.2. NRT items are used to produce a score for the NRT in language arts, reading, and mathematics. CRT items and some NRT items are used to produce a score for the CRT in writing, reading, and mathematics.

- The NRT items shall be sufficient to produce a valid and reliable NRT score in the areas of reading, language arts, and mathematics. The number of items needed will be determined by a study (see section 1, paragraph 10 of this document) conducted by the Offeror.
- A subset of the NRT items shall be used as “dual purpose” items. The responses to these items will be used to produce both the CRT and NRT score in reading, writing/language arts, and mathematics. These dual purpose items shall align to the Arizona Academic Standards as determined by a committee of Arizona educators. In no case shall NRT items be more than 50% of a reported category. No NRT items shall be used as part of the anchor set for producing CRT scores.
- The CRT items and the dual purpose NRT items shall combine to produce a CRT score in reading, writing, and mathematics.

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7.4. The Offeror(s) shall develop scannable answer documents that correlate with the test design for student responses and collect significant student demographic information.

7.4.1. AIMS Grade 3 is a scannable test book and does not have a separate answer document. There is a separate writing draft booklet for Grade 3 that is nonscorable.

7.4.2. AIMS Grades 4 through 8 has a separate scannable answer document for each grade level with all content areas in the same answer document.

7.4.3. AIMS HS has a separate scannable answer document for each content area.

*\*HS answer documents are subject specific, but not form specific as long as test form code can be indicated on the answer document.*

### **7.4.4. Removed**

7.5. Printing stages for test and answer document forms will be as follows.

- Mock-up. This is a development stage and is performed over a period of time for design/improvement of the product. The Offeror(s) and the State collaborate on the development of the mock-up.
- Second Pages. This is an electronic format. It shall be in page layout form for review by both the Offeror(s) and the State. The State shall approve the second pages and all changes to the second pages.
- Confirming Copies. This is the first version of the typeset copy. It may be delivered in an electronic format. All approved changes to the second pages shall be incorporated in the confirming copies. The State shall approve the confirming copies and any changes to the confirming copies.
- Printer's Proof (bluelines). The State shall receive a paper copy of all bluelines. The State shall approve the bluelines prior to printing.

7.6. The Offeror(s) shall provide an annotated electronic copy of all test forms which shall include the following for each item.

- AZID
- Offeror(s) ID
- Strand, Concept, and PO (Performance Objective)
- Use history
- Answer key
- Anchor item, field test item, or OP (Operational item)

## **8. Administration Services**

8.1. The Offeror(s) shall develop communication procedures between Offeror(s) and the State's districts.

8.1.1. The Offeror(s) shall communicate with districts through the designated district test coordinator. The State shall provide to the Offeror(s) on at least an annual basis an updated list of district test coordinators including relevant contact information.

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- 8.1.2. All mass communications sent to district test coordinators shall be approved by the State regardless of the form of the communication.
- 8.2. The Offeror(s) shall provide customer service support to district test coordinators.
- 8.2.1. The Offeror(s) shall establish a toll-free customer service phone number and a customer service email address.
- 8.2.2. The Offeror(s) shall establish and implement Arizona-specific training procedures for the customer service representatives who will be answering calls and emails from Arizona district test coordinators.
- 8.2.3. Trained customer service representatives will be available to answer calls and emails from Arizona district test coordinators Monday through Friday, excluding Arizona state holidays, from 7:00 AM to 5:00 PM Mountain Standard Time. (Arizona is in the Mountain Time Zone. Most of Arizona does not participate in Daylight Saving Time).
- 8.2.4. The Offeror(s) shall provide to the State a quality assurance plan for customer service to include such items as the average time a caller can expect to wait on hold, the average time required for a response to an email, a plan for handling calls and emails that occur outside of the service hours, and a plan for handling high volumes of calls and emails during critical times.
- 8.2.5. The Offeror(s) shall establish a plan for tracking all contacts between customer service and district test coordinators. This plan must include summary reports to the State.
- 8.3. The Offeror(s) shall work with the State to design, develop, and implement pre-test workshops.
- 8.3.1. Pre-test workshops will be conducted prior to each test administration. Every district test coordinator is required to attend a pre-test workshop and may bring one guest. The Offeror(s) shall be responsible for securing workshop sites and preparing training materials.
- 8.3.1.1. Half-day pre-test workshops for AIMS HS shall be held in the fall and in the spring. The workshops will be given at up to 8 sites in the fall and up to 15 sites in the spring. The Spring pre-test workshops for AIMS HS shall be held in conjunction with pre-test workshops for AIMS 3-8 and NRT. More than one workshop may be presented at the same site. The State will work with the Offeror to identify sites. The total attendance at the Fall pre-test workshops is not expected to exceed 800 people, and the total attendance at the combined Spring pre-test workshop is not expected to exceed 1200 people.
- 8.3.1.2. Half-day pre-test workshops for AIMS 3-8 and NRT will be held in the spring. The workshops will be given at up to 15 sites in conjunction with the AIMS HS pre-test workshop. More than one workshop may be presented at the same site. The State shall work with the Offeror to identify sites. The total annual attendance at the pre-test workshops is not expected to exceed 1200 people.

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- 8.3.1.3. The training materials for the pre-test workshop shall include, but are not limited to, paper copies of the slide show presentation, the relevant Test Coordinator's Manual(s) (TCM), the relevant Test Administration Directions (TAD), critical dates calendars, contact information reference sheets, and the state-produced testing accommodations manual. These documents and additional materials shall be provided in electronic format on CDs. The State shall work with the Offeror(s) in indentifying and collecting the content for the CD. All workshop participants shall receive a paper copy of the slide show presentation. All other training materials shall be provided for only the district test coordinators.
- 8.3.1.4. The pre-test workshop shall include training related to test administration and materials handling (ordering, receiving, preparing for retrieval, and the retrieval of test materials). The State shall be responsible for the test administration portion of the training. The Offeror(s) shall be responsible for the materials handling portion of the training.
- 8.3.1.5. The Offeror(s) shall work with the State to develop a slide show presentation for the pre-test workshop that addresses test administration and materials handling issues for the upcoming test administration.
- 8.3.1.6. The Offeror(s) shall send a knowledgeable representative to each pre-test workshop to present the materials handling portion of the training. This representative shall have experience presenting complex information to a large group. The State shall approve the selected representative.
- 8.4. The Offeror(s) shall develop, produce, and deliver scannable pre-coded student identification labels or propose another means of pre-coding all scorable documents for AIMS HS, AIMS 3-8, NRT, and stand-alone field tests. The State shall provide the Offeror(s) with a data file (see Exhibit 7.5 for sample file layout) of demographic information for students to be tested.

*\*The State shall provide all precode data.*

- 8.5. The Offeror(s) shall establish a system for the ordering, packaging, and distribution of testing materials for AIMS HS, AIMS 3-8, NRT, and stand-alone field tests.
- 8.5.1. The Offeror(s) shall develop a test materials ordering process. To assist with this process, the State shall provide to the Offeror(s) a list of schools with their projected enrollment by grade or cohort for each test administration. The State shall approve all test material orders prior to materials distribution.

*\*The State shall provide initial enrollment information. Districts must have the opportunity to revise enrollment information (test material orders).*

- 8.5.2. The Offeror(s) shall develop a test materials packaging plan. Test materials (test books, answer documents, writing draft booklets, ancillary materials, and pre-coded student identification labels) are to be packaged in a manner that allows for easy counting and minimizes over-shipping due to order round-up necessary to accommodate package size. The following guidelines for packaging will be used.

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- Include materials needed for returning of test materials.
- Provide 5% overage of test books, answer documents, and writing draft booklets for each district.
- Include packing lists for all shipments that accurately reflect the amount of materials ordered and the amount shipped.
- Maintain a maximum weight of 30 pounds per box.
- Provide the State detailed confirmation that each district's order was packaged accurately.

8.5.3. The Offeror(s) shall develop a test materials distribution plan. The following guidelines shall be used.

- Test materials are boxed separately for each school but delivered to the district test coordinator at a single address.
- The State shall provide preliminary shipping addresses for all districts. The Offeror(s) shall establish procedures for confirming and correcting, as necessary, shipping addresses prior to every test administration.
- The in-site window(s) for test materials is generally 2-3 weeks prior to the test window. When multiple in-site windows are available, districts must be able to select the in-site window for their materials. The State shall work with the Offeror(s) to establish in-site window(s) for each test administration.
- The Offeror(s) shall provide to the State detailed confirmation that each district's order was received by the district at the correct address during the appropriate in-site window.

8.5.4. The Offeror(s) shall develop a late ordering process.

- Offeror(s) shall develop procedures that allow district test coordinators to order additional test materials after the receipt of their original order.
- The State shall approve all late orders prior to materials distribution.
- The State shall work with the Offeror(s) to establish appropriate timelines for the late test materials ordering process.

8.5.5. The Offeror(s) shall develop a test materials packaging and distribution plan for late orders.

- All test materials ordered during the late ordering process shall be packaged by district and shall be in-site no later than one school day prior to the first day of the testing window.
- The Offeror(s) shall provide to the State detailed confirmation that each district's late order was packaged accurately and was received by the district at the correct address no later than one school day prior to the first day of the testing window.

8.6. The Offeror(s) shall develop a plan and schedule for Materials Retrieval and Retention for AIMS HS, AIMS 3-8, NRT, and stand-alone field tests.

8.6.1. All scorable materials shall be picked up within one week of the final day of the testing window from districts and shipped to the scoring center for scanning.

- The Offeror(s) shall develop a specific day-by-day scorables retrieval schedule for each test administration.
- The retrieval schedule shall be given to district test coordinators during the pre-test workshops.

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- 8.6.2. All nonscorable materials shall be picked-up within two weeks of the final day of the testing window from districts.
- The Offeror(s) shall develop a specific day-by-day nonscorables retrieval schedule for each test administration.
  - The retrieval schedule shall be given to district test coordinators during the pre-test workshops. Nonscorable materials may be retrieved at the same time as the scorable materials.
- 8.6.3. All scorable materials shall be retained for one year except the AIMS HS scorable materials which must be retained for three years. The State shall grant approval before the destruction of any scorable materials.
- 8.6.4. All nonscorable materials shall be retained for one year. The State shall grant approval before the destruction of any nonscorable materials.
- 8.6.5. All electronic images of scanned students answer documents shall be retained for five years. The State shall grant approval before the destruction of any electronic images.
- 8.7. The Offeror(s) shall develop and produce a print version and web-ready version of ancillary materials.
- 8.7.1. Test Administration Directions (TAD). TADs shall be developed for each administration of AIMS HS, AIMS 3-8, and stand-alone field tests. These are to be produced at the ratio of one printed version per 20 student test books. Print copies shall be distributed with the test materials. Sample copies shall be distributed at the pre-test workshops. A web-ready version shall be posted on the ADE web site. Current versions of the TAD are posted at [www.azed.gov/standards/AIMS/Administering/Default.asp](http://www.azed.gov/standards/AIMS/Administering/Default.asp).
- 8.7.2. Test Coordinator Manual (TCM). A single universal TCM shall be developed for each administration of all assessment programs administered by the Offeror, including AIMS and NRT programs. One printed version per district and one per school site shall be distributed with the test materials. Sample copies shall be distributed at the pre-test workshops. A web-ready version shall be posted on the ADE web site. Current versions of the TCM are posted at [www.azed.gov/standards/AIMS/Administering/Default.asp](http://www.azed.gov/standards/AIMS/Administering/Default.asp).
- 8.7.3. The Offeror(s) shall develop other ancillary materials as needed for administration of the assessments (e.g., guidance for Braille and large print). Currently a single page of additional administration instructions are included with each large print test book and each Braille test book.
- 8.7.4. Guide to Test Interpretation (GTI). A single GTI shall be developed for each administration of all assessment programs administered by the Offeror including AIMS and NRT programs. The purpose of the GTIs is to help teachers and administrators understand what the scores on the reports mean in terms of student evaluation and growth and in terms of instructional decision making at the student, class, school, district, and state level. Two printed versions per district and two per school site shall be distributed with the test reports. A web-ready version shall be posted on the ADE web site. Current versions of the GTI are posted at [www.azed.gov/standards/AIMS/Administering/Default.asp](http://www.azed.gov/standards/AIMS/Administering/Default.asp).

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8.7.5. Parent Guide for AIMS HS, AIMS 3-8, and NRT. The Offeror(s) shall develop, with the assistance of the State, a single page parent guide to student test report interpretation that helps parents understand what the scores on the student report mean in terms of student achievement. This guide shall be printed on a single page with English on one side and Spanish on the other side. Guides shall be produced in numbers equal to the number of student reports produced and shall be shipped with the test reports. A web-ready version shall be posted on the ADE web site.

8.7.6. Printing stages for ancillary materials.

- Mock-up. This is a development stage and is performed over a period for design/improvement of product. The Offeror(s) and the State collaborate on the development of the mock-up.
- Second Pages. This is an electronic format. It shall be in page layout form for review by both the Offeror(s) and the State. The State shall approve the second pages and all changes to the second pages.
- Confirming Copies. This is the first version of the typeset copy. It may be delivered in an electronic format. All approved changes to the second pages are to be incorporated in the confirming copies. The State shall approve the confirming copies and any changes to the confirming copies.
- Printer's Proof (bluelines). The State shall receive a paper copy of all bluelines for approval prior to printing.

### 9. Scanning and Scoring.

9.1. AIMS answer documents shall be scanned for AIMS HS, AIMS 3-8, NRT, and stand-alone field tests. Extended writing response shall be hand scored. For the CRT the assessments shall produce student scores at the strand and concept level for writing, reading, mathematics, and science.

9.2. As a general requirement the Offeror(s) shall perform the following.

9.2.1. Develop with the State scanning and scoring schedules to meet reporting requirements (see Section 1, paragraph 10).

9.2.2. Develop a plan for confirming all expected schools have submitted documents for scanning and scoring. Confirm all documents submitted by individual entities have been scanned. The Offeror(s) shall produce an ordered vs. scored report.

9.2.3. Develop a communication plan between the Offeror(s) and the State for resolving issues concerning scanning and scoring.

9.2.4. Deliver to the State, prior to equating, raw score files that include student identification and demographic information, actual answers and scored answers, invalidation indicators, test form, test section, rater information, intermediate scoring information, and any other information available to the research section of the Offeror(s).

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9.2.5. Provide for the capacity to re-score the extended writing response items for contested individual student results. Offeror(s) and the State will establish a time limit for re-scoring.

9.2.6. The Offeror shall provide for staff from the State to be present during scanning/scoring and the hand scoring of all AIMS assessments. State staff will be present during all phases of preparation for hand scoring.

*\*The offeror shall provide for one person for two days at each scanning site. In addition, one person per handscoring site for all training days and the first two days of scoring.*

9.3. The Offeror(s) shall perform the following for scanning and scoring of answer documents.

9.3.1. Supply a management and quality control plan for scanning answer documents. The quality control plan must include mock test decks. The mock test deck will include all anomalies expected in bubbling demographics and answers.

9.3.2. Machine score multiple choice items. Offeror(s) shall provide the cost of scanning/machine scoring per scorable document.

9.3.3. Hand score extended writing response following guidelines in 9.4. Offeror(s) shall provide the cost of hand scoring per student response.

9.3.4. Provide software and other procedures to monitor, detect, and evaluate answer documents for possible cheating or adult intervention.

9.4. General requirements for hand scoring extended writing responses shall include the following.

9.4.1. The Offeror(s) shall use the Six Trait Writing Rubric, identified anchor papers and the Arizona Writing Standard for scoring the extended writing response.

9.4.2. Prior to scoring field-test extended writing responses; the Offeror(s) shall develop anchor papers (see Exhibit 7.6 for anchor paper development) in collaboration with the State.

- Representative responses from field testing shall be assembled by the Offeror(s) into low, middle, and high packets with collaboration from the State.
- A committee of Arizona educators working in teams shall review previously identified anchor papers for a calibration mind set prior to identifying new anchors.
- Under the leadership of the Offeror(s) facilitator, these teams shall identify papers from the representative responses and assign scores and recommend annotations.
- These teams shall identify three anchor papers for each score point 2 through 5 and two anchor papers for each score point 1 and 6 in each trait.
- These teams shall identify additional papers for each score point in each trait to train and qualify raters.
- Annotations shall be directly linked to the Six Trait Rubric with illustrations pulled from the student response. This shall be done for papers being used in anchor sets, training sets, and qualifying sets.

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- A second committee of Arizona educators shall review identified papers for alignment within and across grade levels.
- Submit all training materials to the State for approval. These materials include but are not limited to all annotated anchor, training, and qualification sets to be used during hand scoring.

9.4.3. During the hand scoring for extended writing responses for both field and operational prompts, the Offeror(s) shall include the following procedures.

- Provide the State with procedures for ensuring the consistency and reliability of scoring.
- Require raters to have a college degree. Raters must demonstrate 70% accuracy and no discrepant (non-adjacent) scores on a qualification set for each trait they will score.
- Score each trait independently. Traits may be clustered for scoring provided doing so is psychometrically valid and defensible. Raters must qualify in each trait that they score.
- Code responses (see Exhibit 7.7 for condition codes) as blank, language other than English, illegible, and off topic.
- Papers with a mix of condition codes or a mix of both scores and condition codes shall be resolved by an additional rater.
- Develop a plan for alerting (see Exhibit 7.8 for alert paper guidelines) the State of student writing that represents a risk to the student or others.
- Collection of information for an inter-rater reliability study.

9.4.3.1. The guidelines for scoring of extended writing responses for AIMS HS shall be the following.

- There shall be a minimum of four raters for each response.
- Each trait shall be scored by two raters.
- Discrepant scores shall be resolved by a third read.

9.4.3.2. The guidelines for scoring of extended writing responses for AIMS 3, 5, and 7 shall be the following.

- There shall be a minimum of two raters for each response.
- There shall be a 10% read behind to monitor consistency.

*\*Rangefinding will occur in the summer 2010.*

### **10. Psychometrics and Research Support**

The Offeror(s) shall provide appropriate psychometrics and research to ensure validity and reliability in test construction, scoring, and reporting. The Offeror(s) shall provide an annual technical report documenting the technical quality of all assessments. The Offeror(s) shall provide to the State all data to allow for the State's replication of any and all analysis. The Offeror(s) shall provide consultation and additional studies as needed in order to ensure the continued quality of the assessments.

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### 10.1. Test Development.

The Offeror(s) shall be responsible for services related to the design and documentation of procedures to develop tests that produce valid, reliable, generalizable, equitable, and legally defensible scores. All services are to be performed in conjunction with the State.

- Verify all items and associated Rasch parameters with the State.
- Recommend anchor sets, common items, linking sets, NRT embedded items, and dual- purpose items.
- Review and confirm committee-selected replacement items.
- Recommend placement of all items within test forms.
- Plot Test Characteristic Curves for all test forms.
- Finalize test maps.

### 10.2. Equating and Scaling.

The current model for test equating of multiple choice assessments is a 1-Parameter Rasch model. The Offeror(s) proposal for accomplishing the task of test equating may include consideration of different models. The Offeror(s) shall address issues involved if a transition to a different model is recommended and shall provide a proposed transition plan for effecting the change. All analysis shall be IRT based using readily available non-proprietary software.

- 10.2.1. Provide plans for both pre- and post-equating models for all test forms. Fall AIMS HS shall be pre-equated. Spring 2010 AIMS Science Grades 4, 8, and HS is presently pre-equated.
- 10.2.2. Propose and implement psychometric methods for scaling the total content area test and equating equivalent test forms. Test scores, including extended writing response trait scores, shall be equated across administrations and raw scores converted to scale scores.
- 10.2.3. Submit scaling and equating specifications for approval. These specifications shall allow the State to replicate all analyses.
- 10.2.4. Share data with the State to allow for the simultaneous replication of equating.
- 10.2.5. Create scoring tables. The State and the Offeror(s) shall agree upon the raw score-scale score tables prior to scoring.
- 10.2.6. Propose and implement designs, procedures, and analyses to maintain a stable scale across years, including but not necessarily limited to form equatings, rater-year effect equatings, and year to year equatings. The Offeror shall provide a detailed plan for building the necessary links for equating from year to year, specify procedures for estimating error in the equating process across years, and propose a system for checking scale drift. The equating process must demonstrate the stability of the assessments.
- 10.2.7. Develop and maintain a vertical scale for AIMS 3-8 for writing, reading, and mathematics. When new operational assessments are developed based on revised academic standards, the Offeror shall revise the vertical scale as needed to maintain monotonically increasing scales. The proposed method shall be reviewed by TAC prior to the State's approval.

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### 10.3. Reliability and Validity.

The Offeror(s) shall be responsible for establishing and documenting evidence of the reliability and validity of test scores annually. Acceptable evidence shall include but not be limited to the following.

10.3.1. The State shall approve all research and study designs and sampling methodologies.

10.3.2. Establish and document evidence of the validity of test scores. Evidence of validity (content, procedural, and consequential validity) shall include but not be limited to the following.

- Alignment exists among test blueprints, items, and the Academic Standards.
- Test item formats measure the intended construct.
- Forms of each test cover the same content and are equivalent in difficulty.
- Test items are functioning consistently with the overall test (e.g., displacement values of anchor items, point biserials, p-values, and Rasch).

10.3.3. Demonstrate internal consistency of strand-level and total scores.

10.3.4. Conduct a study documenting generalizability that examines estimates of scale scores, standard errors, and relative factors that contribute to error.

10.3.5. Provide decision consistency information and misclassification error probabilities.

- Methodology
- Estimates of the probabilities of misclassification based on established performance standards
- Proportion of agreement indices
- Cohen's Kappa
- Misclassification probabilities

10.3.6. Complete reliability and rater agreement studies including evidence of score and scoring reliability for all handscorable item types. Include evidence of inter-rater reliability, decision consistency between raters, and the generalizability of scores.

10.3.7. Identify and conduct studies to examine possible sources of construct irrelevant variance.

10.3.8. Conduct studies of test structure and dimensionality.

### 10.4. Special Studies.

10.4.1. Conduct equating study linking the subset of items used for the NRT portion of AIMS 3-8 to the full NRT. Replicate study when NRT items are replaced.

10.4.2. Conduct a linking study between the *TerraNova* and new NRT.

10.4.3. Conduct comparability study for Grade 9 NRT computer-based and paper/pencil test.

10.4.4. Conduct a study regarding the relationship of non-test indicators to AIMS scores.

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10.4.5. Conduct longitudinal study to link test results of new standards to old standards.

- Spring 2010 – AIMS 3-8 Mathematics
- Spring 2011 – AIMS 3, 5, 7 Writing
- Spring 2012 – AIMS 3-8 Reading

10.4.6. Conduct additional special studies as requested by the State and/or TAC to support validity and reliability.

10.5. Statistical Analysis.

The Offeror(s) shall be responsible for item- and form-level analyses throughout the course of this project. The Offeror(s) shall provide replication specifications for conducting the analyses to produce item-level statistics for all items and all tests. The Offeror(s) shall report at least but not limited to the following.

- Difficulty estimates (Logit, Rasch)
- Item and person fit measures
- Item and abilities standard errors
- Item difficulty index (P-values for each item)
- Item test correlation
- Item discrimination (Point biserial correlation coefficients for multiple choice items.)
- Cronbach's Alpha reliability estimates for each form and each reporting category (content standard, strand, and concept)
- Stratified Coefficient Alpha for tests that include different item types
- Consistency and Cohen's Kappa for consistency of performance levels per test and at cut points
- Distractor percentages. (low scoring, middle scoring, high scoring, totals with omits)
- Factor analysis: Eigen values
- Frequency distribution for raw scores, scaled scores, performance levels, and differences year to year and year to baseline comparisons
- Decision consistency indices by test
- Means and standard deviations of raw scores and scale scores for the population and by each demographic category
- Differential item functioning (DIF) statistics (Mantel-Haenszel, Chi-Square, delta and SMD) and classification
- Inter-rater agreement indices
- Item Characteristic Curves
- Item Information Curves
- Test Characteristic Curves

10.6. Standard Setting

The Offeror(s) shall design, develop, and implement a plan and method for setting Achievement Standards for AIMS assessments to be approved by the SBE.

10.6.1. The design for the achievement standard setting shall be reviewed by TAC prior to SBE approval. Offeror(s) shall implement the plan upon approval from the State.

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10.6.2. The Offeror(s) shall conduct standard setting following the first administration of a new operational assessment which is aligned to the adopted Arizona Academic Standards. The Standard Setting Committee shall be comprised of Arizona educators and community members selected by the State.

- Spring 2010 AIMS HS Mathematics and AIMS 3-8 Mathematics
- Spring 2011 AIMS HS Writing, and AIMS 3, 5, and 7 Writing
- Spring 2012 AIMS HS Reading and AIMS 3-8 Reading.
- Spring 2013 AIMS HS Science and AIMS 4 and 8 Science

10.6.3. The Standard Setting Committee will recommend cut scores established during Standard Setting to the SBE who shall have final responsibility for adopting achievement levels (i.e., cut scores).

10.6.4. The Offeror(s) shall, in collaboration with the State and the Standard Setting Committee, revise PLDs ([www.azed.gov/standards/aims/PerformanceStandards/](http://www.azed.gov/standards/aims/PerformanceStandards/)) following the adoption of the Achievement Standards. These PLDs shall be approved by the SBE.

*\*The PLD Committee will meet prior to writing items. The PLDs will be refined during standard setting.*

*\*Reporting of the results to schools and the state must occur prior to June 30. The State must meet federal regulation that parents be notified of school accountability results two weeks prior to the start of school. The method of conducting Standard Setting and a procedure to report results in this timeframe shall be provided by the Offeror(s).*

### 10.7. Technical Report.

The Offeror(s) shall provide a technical report that supports the validity and reliability of AIMS. The technical report shall be in a form and format approved by the State and suitable for posting on the ADE website and shall include detailed technical documentation of the programmatic, statistical, and psychometric procedures used to create and analyze AIMS. The report shall contain documentation of the technical merits of the tests including reliability measures, evidence of validity, and evidence that the scores from all tests are valid measures for their intended use. The Offeror(s) shall include in the technical report the results of Standard Setting and the technical information verifying the merit of the process. The technical report shall supply support to meet NCLB technical quality requirements. The State and TAC shall review the technical report draft and offer edits prior to publication. This draft is due to the State no later than October 15. The technical report shall include but is not limited to the following.

- Purpose
- Test design
- Test development
- Test administration
- Data for operational analysis
- Calibration, scaling, and equating
- Test scoring and results
- Validity and reliability evidence
- Classification
- Standard Setting

# SECTION 1 SCOPE OF WORK

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## 11. Reporting of Test Results

The Offeror(s) shall design, prepare, print, and distribute paper and electronic reports of test results.

- 11.1. All custom reports shall be designed in conjunction with the State. The State shall approve the final version of all custom reports. For examples of current custom reports, see the Guide to Test Interpretation on the ADE web site [www.azed.gov/standards/AIMS/Administering/Default.asp](http://www.azed.gov/standards/AIMS/Administering/Default.asp).
- 11.2. The Offeror shall develop paper reports for AIMS HS that describe student progress toward meeting the academic standards and that comply with NCLB and State Statute. These reports shall include scores at the content, strand, and concept level and shall be produced at the school level. The paper reports to be produced for the schools and districts are as follows.
  - Confidential Roster Report with Summary – School level – 1 copy
  - Rapid Response Roster Report– School level – 1 copy
    - Mathematics and Science
  - Student Report – 2 copies
  - Summary Concept Report – School level – 1 copy
  - 11.2.1. For the fall administration of AIMS HS all test reports are due to district test coordinators by December 15. If December 15 is a Saturday or Sunday, the reports are due the previous Friday.
  - 11.2.2. For the spring administration of AIMS HS the Writing/Reading test reports are due to district test coordinators by April 22. If April 22 is a Saturday or Sunday, the reports are due the previous Friday.
  - 11.2.3. The AIMS HS Mathematics and Science Rapid Response Roster Reports are due to district test coordinators by May 15. If May 15 is a Saturday or Sunday, the reports are due the previous Friday. The remaining AIMS HS Mathematics and Science test reports are due to district test coordinators by May 30. If May 30 is a Saturday, Sunday, or holiday, the reports are due the previous Friday. These reports may be paper and/or electronic.
  - 11.2.4. The Offeror(s) shall provide an optional plan and pricing for electronic roster report of student scores for AIMS HS reading, mathematics, and science to be delivered within one week of testing.
  - 11.2.5. **REMOVED**
- 11.3. The Offeror shall develop reports for AIMS 3-8 that describe student progress toward meeting the academic standards and that comply with NCLB and State Statute. These reports shall include scores at the content, strand, and concept level and will be produced at the school level. Some reports for reading, writing, and mathematics shall also include student NRT scores for reading, language arts, and mathematics. Expected students' scores based on the State's Growth Model should appear on Student

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Report and Confidential Roster Report with Summary for reading and mathematics. The paper reports to be produced for the schools and districts are as follows.

- Confidential Roster Report with Summary – School level – 1 copy
- Student Report – 2 copies
- Summary Concept Report – School level – 1 copy

11.3.1. The AIMS 3-8 test reports are due to district test coordinators by May 30. If May 30 is a Saturday or Sunday, the reports are due the previous Friday.

11.3.2. The Offeror(s) shall provide an optional plan and pricing for electronic roster report of student scores for AIMS 3-8 to be delivered within one week of testing.

*\*This would be for reading, mathematics, and science, not writing.*

11.3.3. **REMOVED**

*\*The State will provide the growth targets for individual students in the precode file. These targets will be scale scores for AIMS Reading and Mathematics.*

11.4. The Offeror shall provide a selection of off-the-shelf NRT score reports for 2<sup>nd</sup> and 9<sup>th</sup> grades. The State will choose which reports will be produced from the selection.

11.4.1. The NRT reports are due to district test coordinators by May 30. If May 30 is a Saturday, Sunday, or holiday, the reports are due the previous Friday.

11.4.2. The Offeror(s) shall provide an optional plan and pricing for electronic roster report of student scores for NRT reading, language arts and mathematics to be delivered within one week of testing.

11.4.3. The Offeror(s) shall provide an optional plan and pricing for immediate scoring/reporting using school, district, or regional scanning sites for NRT reading, language arts and mathematics.

*\*The State would like schools to have immediate raw scores that would be preliminary scores to be use by the school and students. The State does not know what scanners are currently available in districts/school. The State does not have regional scanning sites in place at this time.*

11.5. All student test data, both demographic data and test results, shall be included in an electronic data file. A version of this file, without individual student responses, shall be produced for every district and for some counties. A version of this file, with individual student responses, shall be produced for the State. These electronic files (see Exhibit 7.5 for a sample layout) are due no later than the paper reports. The Offeror(s) shall provide the State an electronic file of field test data from stand-alone field tests as well as embedded field tests data.

11.5.1. The file shall meet the following characteristics.

- Tab delimited file.

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- The first line shall contain column names. Column names shall be less than 50 characters with only letters, numbers, and “\_” allowed.
- Each record shall have a unique identifier.
- New records shall be stored separately from updated records.
- Each record shall be clearly marked as to whether it is a new record or an updated record.
- There shall be a clearly defined naming convention for each file.
- The naming convention shall include the date the file was prepared in eight digit numeric format.
- The naming convention shall specify whether the records are new records or updated records and the total number of records included in the file.

11.5.2. The State may request additional summary electronic reports.

*\*Currently summary reports are provided in paper format. The State would like to move to electronic summary reports for districts and school.*

- 11.6. The Offeror(s) shall provide to the State examples of school/district paper reports and a preliminary electronic data file after each administration for final approval prior to distribution.
- 11.7. Paper reports for schools shall be shipped to the district test coordinators.
- 11.8. The Offeror(s) shall provide to the State detailed confirmation that all test reports were received by the district at the correct address by the established due dates.
- 11.9. The Offeror(s) shall develop an emergency contingency plan to provide immediate response to districts that do not receive reports as schedule.
- 11.10. The Offeror(s) shall develop a process for district test coordinators to report erroneous or missing score reports and procedures for responding to such reports.

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1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
- A. “*ADE*” means the Arizona Department of Education.
  - B. “*Department*” means the Arizona Department of Education.
  - C. “*Services*” means services performed, workmanship and material furnished or used in the performance of services.
  - D. “Contract” shall include the following (Listed in order of precedence):
    - (1) Special Terms and Conditions;
    - (2) Uniform Terms and Conditions;
    - (3) Statement or Scope of Work;
    - (4) Specifications;
    - (5) Attachments;
    - (6) Exhibits;
    - (7) Documents referenced or included in the Solicitation.
    - (8) The entire proposal, all clarifications, and any final proposal revisions submitted by the contractor in response to this solicitation shall be included by reference.
2. **Changes.**
- A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
    - (1) Description of services to be performed;
    - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
    - (3) Place of performance of the services.
  - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
  - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
  - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
  - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

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**3. Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**4. Insurance.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees***

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*shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. **Worker's Compensation and Employers' Liability**
- |                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employers' Liability    |             |
| Each Accident           | \$ 500,000  |
| Disease – Each Employee | \$ 500,000  |
| Disease – Policy Limit  | \$1,000,000 |
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph 31 D. of this section and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person named in paragraph 31 D. of this section. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any information that is proprietary in nature may be redacted from copies prior to being sent to the State of Arizona. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**5. Contract Term.**

The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through June 30, 2010, unless terminated, canceled, or extended as otherwise provided herein.

**6. Option to Extend the Term of the Contract.**

- A. The ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date.
- B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

**7. Pricing.**

All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

**8. Indefinite Quantity.**

This is a fixed price indefinite requirement, indefinite quantity contract for the services specified and effective for the period stated. The quantities of services specified are estimates only and are not purchased by this contract. Delivery or performance shall be made only as authorized by purchase orders issued in accordance with this contract. The

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contractor shall furnish to the State, when and if ordered, the services specified. All pricing of requested services by the state shall be based on the unit price indicated in the proposal, if applicable.

**9. Contractor's Obligation Regarding Confidentiality.**

- A. Due to the sensitive nature of the information maintained by the State, the Contractor acknowledges that all information disclosed to it concerning the State's operations during performance of this Contract shall not be disclosed to third parties without the State's prior written consent.
- B. Any and all proprietary information and all copies thereof shall be returned to the State upon completion of the work for which it was obtained or developed.
- C. The Contractor agrees to comply with the federal Family Educational and Privacy Rights Act of 1974. This applies to all provisions of this Contract which involves identifiable individual student data and specifically to receiving data from the State and redisclosure of that data to the Arizona school districts and charter schools for the purposes of producing and distributing scannable student identification labels for the students of that district and/or charter school.
- D. The Contractor agrees to maintain all items/test forms developed for and by the State as confidential and the sole property of the state.

**10. Supervision of Work.**

- A. When or if, working within the ADE facility, the Contractor's employees shall observe the rules and regulations which ADE employees are required to observe, including, but not limited to, code of dress, attendance, holidays, parking, standard of behavior, etc.
- B. Work performance of Contractor's personnel will be monitored by ADE. Those who fail to satisfactorily perform or who exhibit excessive absenteeism, may be required to be replaced pursuant to paragraph 12, Special Terms and Conditions, Removal of Contractor's Employees.

**11. Key Contractor Personnel.**

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must assign specific individuals to key positions. Once assigned to work under this Contract, key personnel shall not be removed or replaced without the prior written approval of the Procurement Officer.

*\*The State shall have the opportunity to review the resumes of the proposed replacement personnel for key position prior to the new person being assigned to the position.*

**12. Removal of Contractor Personnel.**

The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. The ADE may require that the Contractor remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of ADE, not justified due to unacceptable performance of duties, or is inconsistent with the interests of ADE.

**13. Employment of State Personnel.**

The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.

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**14. Warranty of Services.**

- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications, attachments, and exhibits made a part of this Contract. The ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- B. In addition to its other remedies, the ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

**15. Inspection of Services – Fixed Price.**

- A. The Contractor shall provide and maintain an inspection system acceptable to ADE covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to ADE during contract performance and for as long afterwards as the Contract requires.
- B. The ADE has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The ADE will perform inspections and tests in a manner that will not unduly delay the work.
- C. If any of the services do not conform to Contract requirements, the ADE may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, the ADE may -
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - (2) Reduce the Contract price to reflect the reduced value of the services performed.
- D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the ADE may -
  - (1) By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by ADE that is directly related to the performance of such service; or
  - (2) Terminate the Contract for default.

**16. Acceptance of Services.**

Determination of the acceptability of work will be made by ADE. Work shall be completed in a responsible and professional manner and in accordance with the Scope of Work, schedules, test plans, or performance/operating standards specified within the Scope of Work.

**17. Ownership.**

- A. All AIMS test items and AIMS test forms that are used by ADE in an AIMS test, and all deliverables and/or other products of this Contract (including, but not limited to, test items, test forms, data in test item banks, all software documentation, reports, records, code books, test administration manuals, summaries and other matter and materials) developed or prepared by the Contractor and/or its agents or subcontractors specifically in performance of this Contract shall be the sole, absolute and exclusive property of ADE, free from any claim or retention of rights, including copyright, trade secret, and all other intellectual property rights, on the part of the Contractor, its agents, subcontractors, officers, or employees.

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- B. The Contractor, its agents, subcontractors, officers, or employees shall retain any ownership rights as to any other proprietary items, test banks, software, or other matter and materials the Contractor developed prior to this Contract, and which the Contractor uses in any performance under this Contract, including the Contractor's standardized norm-referenced test items that are used in this Contract.
- C. There shall be an Access Agreement in place between the Contractor and each ADE employees required to use Contractor's Products identified as *Item Tracker* and/or *Test Builder* to include all associated software components, media, graphics, web pages, printed materials, and online or electronic documentation. The terms of the attached Item Track/Test Builder Access Agreement shall be negotiated between Contractor and State before user access is granted. See Exhibit 7.15 for Access Agreement Draft.

**18. Estimated Quantities.**

This Contract references quantities as a general indication of the needs of ADE. However, this is an indefinite needs contract and the quantities shown are estimates only and ADE reserves the right to increase or decrease any quantities actually purchased. The Contractor understands and hereby acknowledges that ADE makes no representations nor guarantees the Contractor any minimum or maximum number of units of work.

**19. Inclusive Offeror.**

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**20. Cooperation with Other Contractors and Subcontractors.**

The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.

**21. Non-exclusive Status.**

The ADE reserves the right to have the same or similar services provided by other than the Contractor.

**22. Liquidated Damages.**

- A. If the Contractor fails to deliver acceptable supplies or services within the time specified in this contract or any extension, or upon notification from ADE that the supplies or services are unacceptable and fails to provide fully conforming supplies or services within the time specified in this contract or any extension, the Contractor shall, in place of actual damages, pay to ADE as fixed, agreed, and liquidated damages, for each calendar day of delay. The following list includes potential situations where damages are appropriate and the amount of the damages that will be applied. Any situations not specifically listed will incur liquidated damages in the amount of \$5000.00 per day. Liquidated damages shall not exceed \$250,000.00 in a calendar year.

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<u>Occurrence</u>	<u>Damage Amount</u>
Late Delivery of Test Materials and Reports	\$5000.00 / day past due date
Errors in Printed Materials	5% of established price of document
Errors Resulting in Release of Incorrect Assessment Results	5% of price to produce those results
Untimely Notification of Key Personnel Change	\$5000.00 per occurrence
Not Meeting The Established Deadline of Any Key Deliverable LISTED IN Exhibit 7.10)	\$5000.00 / day past deadline

- B. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default provision of this Contract.

**23. Performance Surety.**

- A. The Contractor will be required to furnish surety to guarantee faithful performance of the Contract in the amount of 100 percent (%) of the current contract term amount. The performance surety shall be provided the Procurement Officer within ten (10) days after Contractor's receipt of the Procurement Officer's request for same. The performance surety shall be delivered to:

Arizona Department of Education  
Contracts Management Unit, Bin #37  
Attn: Brian Ball  
1535 West Jefferson Street  
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- B. Acceptable performance sureties are limited to:
- (1) A one-time performance bond underwritten by a company licensed to issue performance bonds in the State of Arizona; or
  - (2) A certified check or cashier's check.
- C. Failure to accomplish timely delivery of said bond or other such surety as approved by the Procurement Officer shall constitute a material breach of this Contract and may, at ADE's sole option, result in termination of the Contract in accordance with the Termination for Default provision of this Contract.
- D. The Procurement Officer will return the performance surety to the Contractor as soon as practicable upon completion of the Contract.

**24. Transition Activities.**

- A. Upon award of this Contract, the ADE anticipates a need for the newly awarded Contractor to work with ADE and the present incumbent Contractor to develop and execute a plan to transition services from the present incumbent Contractor to the newly awarded Contractor. The newly awarded Contractor shall facilitate and lead these activities. The contract in place at time of award of this Contract expires on August 31, 2009. The newly awarded Contractor shall be responsible for conducting assessments beginning Fall 2009

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- B. Upon the expiration of this Contract, the ADE anticipates a continued need for the Contracted services specified herein. In the event that a contract is awarded to a new contractor, there shall be a transition of service period. During this period, the outgoing Contractor shall work closely with the new Contractor's personnel and/or ADE staff to ensure a smooth and complete transfer of duties and responsibilities.
- C. All transition activities will be coordinated by ADE's authorized representative(s). A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor and/or ADE staff to implement the transfer of duties.
- D. The ADE reserves the right to determine which projects nearing completion will remain with the outgoing Contractor.

**25. Report Standards.**

Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the ADE, and shall be submitted in draft form for advance review and comment by the ADE, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

**26. Computer System Compatibility.**

The Contractor's application, business and operating computer systems shall be capable of supporting the secure transfer of data, data files and other information to and from ADE using industry standard data/file transfer protocols and formats including the ability to utilize web services. This is necessary to ensure secure rapid, cost effective exchange of information. This shall be readily available without needing special actions to be taken, and without extra cost to ADE. The ADE primarily incorporates the Microsoft technology stack.

**27. Eligible Agencies.**

This Contract shall be for the use of ADE, other state agencies, and Arizona school districts. The ADE shall purchase from the Contractor all items and services specified in the scope of work. From time to time other eligible agencies or Arizona school districts may use this contract to purchase custom reports and services from the Contractor for items and services not specified in the scope of work. The Contractor shall price these customer reports and services at the rate consistent with that established in Attachment 6.1.

**28. Offshore Performance of Work Prohibited.**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

**29. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement.**

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After

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December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

**30. Payments.**

- A. The Contractor shall submit invoices quarterly in one (1) original and one (1) copy. Invoices shall include:
  - (1) Name and address of the Contractor.
  - (2) Invoice date.
  - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
  - (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
  - (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
  - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
  - (8) Any other information or documentation required by the Contract (such as evidence of shipment).
- B. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.
- C. Submit invoices to the following address:

Arizona Department of Education  
Accounting, Bin #1  
1535 West Jefferson Street  
Phoenix, Arizona 85007

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**31. Contract Administration.**

<p><b>A. Mailing of Payments.</b> Address to which payment should be mailed, if different than that listed on the Offer and Award Form.</p> <p style="text-align: center;"><u>NCS Pearson, Inc.</u> (Company Name)</p> <p style="text-align: center;"><u>13036 Collections Center Drive</u> (Street Address)</p> <p style="text-align: center;"><u>Chicago, IL</u>                      <u>60693</u> (City &amp; State)                      (Zip Code)</p>	<p><b>B. Contractor representative to contact for contract administration purposes:</b></p> <p style="text-align: center;"><u>Adwin L. Hesseltine, Contract Analyst</u> (Name and Title)</p> <p style="text-align: center;"><u>2510 N Dodge St, MS 120</u> (Street Address)</p> <p style="text-align: center;"><u>Iowa City, IA</u>                      <u>52245</u> (City &amp; State)                      (Zip Code)</p> <p style="text-align: center;"><u>(319)358-4321 &amp; (319)358-4322</u> (Telephone &amp; Facsimile Numbers)</p> <p style="text-align: center;"><u>adwin.hesseltine@pearson.com</u> (E-Mail Address)</p>
<p><b>C.</b> The ADE Project Manager to contact for technical matters concerning contract performance (NOTE: this person is <u>not</u> authorized to direct contractor performance or make changes in contract requirements.):</p> <p style="text-align: center;">Roberta Alley, Program Manager Standards and Assessment 1535 West Jefferson Street Phoenix, Arizona 85007 Phone: (602) 542-5450 FAX: (602) 542-5467 E-Mail: ralley@azed.gov</p>	<p><b>D.</b> All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual:</p> <p style="text-align: center;">Brian D. Ball Contracts Management Unit, Bin #37 1535 West Jefferson Street Phoenix, Arizona 85007 Phone: (602) 364-2517 FAX: (602) 364-0598 E-Mail: brian.ball@azed.gov</p>

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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer including any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
  - C. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - D. *“Contractor”* means any person who has a Contract with the State.
  - E. *“Days”* means calendar days unless otherwise specified
  - F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - H. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - I. *“Procurement Officer”* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
  - J. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - K. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - L. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
  - M. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.
2. **Contract Interpretation.**
- A. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and it’s implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
  - (2) Uniform Terms and Conditions;
  - (3) Statement or Scope of Work;
  - (4) Specifications;
  - (5) Attachments;
  - (6) Exhibits;
  - (7) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3. Contract Administration and Operation.**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

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- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

**4. Costs and Payments.**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.

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C. Applicable Taxes.

- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - a. Accept a decrease in price offered by the Contactor;
  - b. Cancel the Contract;
  - c. Cancel the Contract and re-solicit the requirements.

5. **Contract Changes.**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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**6. Risk and Liability.**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
  - (2) Public Agency Language Only. Each party (as ‘indemnitor’) agrees to indemnify, defend, and hold harmless the other party (as ‘indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
  - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “*force majeure*” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - (2) Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;

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- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- (4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. 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.

**7. Warranties.**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - (1) Of a quality to pass without objection in the trade under the Contract description;
  - (2) Fit for the intended purposes for which the materials are used;
  - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - (4) Adequately contained, packaged and marked as the Contract may require; and
  - (5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
  - (1) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the

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Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

- (2) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. State's Contractual Remedies.**

A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

B. Stop Work Order.

- (1) The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order

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issued under this clause. Upon receipt of the order, the 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 order during the period of work stoppage.

- (2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination.**

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

**SECTION 3**  
**UNIFORM TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF EDUCATION  
Procurement Section  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**Final Proposal Revision Request**  
**SOLICITATION NO. RFP NO. ED09-0004**

*Version 7*

- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  - (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
  - (3) The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10. Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

# PRICES/DELIVERY SCHEDULE

04\_22\_09

SOLICITATION No. ED09-0004

Offeror's shall provide their firm-fixed-price offers for providing the items and services specified in the scope of work. These prices are inclusive of all expenses including travel. These prices are subject to paragraph 7 of the Special Terms and Conditions. Complete the following worksheets to determine the amounts to enter for the components which you are submitting an offer. If submitting an offer on both components, the Total Offer shall be the sum of components minus any overlapping costs that would occur if awarded both components of the RFP. Any resulting purchases will be based on the offeror's submitted per unit price for individual components, if applicable.

	<b>Component A</b>	<b>Component B</b>	<b>Total Offer</b>
<b>Year 1</b>	<b><u>\$5,623,788</u></b>	<b><u>\$7,522,860</u></b>	<b><u>\$11,833,222</u></b>

Hourly rate for custom reports	<u>\$160.00</u>
Hourly rate for ancillary/custom services	<u>\$92.50</u>

	<b>Component A</b>	<b>Component B</b>	<b>Total Offer</b>
<b>Year 2</b>	<b><u>\$6,154,068</u></b>	<b><u>\$8,845,649</u></b>	<b><u>\$13,487,585</u></b>

Hourly rate for custom reports	<u>\$165.00</u>
Hourly rate for ancillary/custom services	<u>\$95.00</u>

	<b>Component A</b>	<b>Component B</b>	<b>Total Offer</b>
<b>Year 3</b>	<b><u>\$6,161,844</u></b>	<b><u>\$9,125,420</u></b>	<b><u>\$15,001,019</u></b>

Hourly rate for custom reports	<u>\$170.00</u>
Hourly rate for ancillary/custom services	<u>\$97.50</u>

	<b>Component A</b>	<b>Component B</b>	<b>Total Offer</b>
<b>Year 4</b>	<b><u>\$5,701,236</u></b>	<b><u>\$8,364,249</u></b>	<b><u>\$13,652,264</u></b>

Hourly rate for custom reports	<u>\$175.00</u>
Hourly rate for ancillary/custom services	<u>\$100.00</u>

	<b>Component A</b>	<b>Component B</b>	<b>Total Offer</b>
<b>Year 5</b>	<b><u>\$5,847,964</u></b>	<b><u>\$8,569,169</u></b>	<b><u>\$14,243,141</u></b>

Hourly rate for custom reports	<u>\$180.00</u>
Hourly rate for ancillary/custom services	<u>\$102.50</u>

Subtotal **\$68,217,232**

NA \_\_\_%\* Arizona Sales Tax, State and City\* \$ NA

Total Offer **\$68,217,232**

If payment is made within NA calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by NA%. (Refer to Uniform Instructions To Offerors for discount requirements.)

**Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.**

ITEM	Description	RFP REFERENCE	Unit Price	Estimated Student Population	Offeror's Price
<b>FALL 2009 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>					
	AIMS HS: Reading	§ 1 ¶7.(Generally)			
	Braille	§ 1 ¶5.2.1.1.	\$0.31	75,000	\$23,250.00
	Large Print		\$220.00	30	\$6,600.00
	Writing		\$4.51	80	\$360.80
	Braille	§ 1 ¶5.2.1.2.	\$0.29	75,000	\$21,750.00
	Large Print		\$58.67	30	\$1,760.10
	Mathematics		\$4.27	80	\$341.60
	Braille	§ 1 ¶5.2.1.3.	\$0.31	75,000	\$23,250.00
	Large Print		\$220.00	30	\$6,600.00
			\$4.51	80	\$360.80
<b>SPRING 2010 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>					
	AIMS HS: Reading	§ 1 ¶7.(Generally)			
	Braille	§ 1 ¶5.2.1.1.	\$0.44	150,000	\$66,000.00
	Large Print		\$165.12	50	\$8,256.00
	Writing		\$5.96	120	\$715.20
	Braille	§ 1 ¶5.2.1.2.	\$0.19	150,000	\$28,500.00
	Large Print		\$13.76	50	\$688.00
	Mathematics		\$1.57	120	\$188.40
	Braille	§ 1 ¶5.2.1.3.	\$0.31	140,000	\$43,400.00
	Large Print		\$206.40	40	\$8,256.00
	Science		\$7.16	100	\$716.00
	Braille	§ 1 ¶5.2.1.4.	\$0.50	92,000	\$46,000.00
	Large Print		\$275.20	30	\$8,256.00
	Mathematics (Grade 12 Only)		\$6.36	100	\$636.00
	Braille	§ 1 ¶5.2.1.3.	\$0.00	10,000	\$0.00
	Large Print		\$0.00	10	\$0.00
	AIMS EA HS: Reading		\$0.00	20	\$0.00
	Braille	§ 1 ¶5.3.1.1.	N/A	0	N/A
	Large Print		N/A	0	N/A
	Mathematics		N/A	0	N/A
	Braille	§ 1 ¶5.3.1.2.	N/A	0	N/A
	Large Print		N/A	0	N/A
<b>FALL 2009 DEVELOPMENT / FIELD TEST</b>					
	AIMS HS: Writing Prompts(Stand-Alone)	§ 1 ¶6.(Generally)			
	AIMS EA HS: Reading Passage / Item Development (Stand-Alone Field Test)	§ 1 ¶5.2.2.			\$29,667.17
	Mathematics Item Development (Stand-Alone Field Test)	§ 1 ¶5.3.2.1.			N/A
		§ 1 ¶5.3.2.2.			N/A
<b>SPRING 2010 DEVELOPMENT / FIELD TEST</b>					
	AIMS HS: Reading Passages / Items (Embedded)	§ 1 ¶6.2.(Generally)			
	Writing Multiple Choice Items (Embedded in Reading Test)	§ 1 ¶5.2.3.1.			\$89,653.81
	Mathematics Items (Embedded)	§ 1 ¶5.2.3.1.			\$94,301.00
	Science Items (Embedded)	§ 1 ¶5.2.3.1.			\$100,541.63
	AIMS EA HS: Reading Passage / Item Development (Embedded)	§ 1 ¶5.2.3.1.			\$109,716.05
	Mathematics Item Development (Embedded)	§ 1 ¶5.3.3.1.			N/A
					N/A
<b>ITEM BANK</b>					
	Item Bank Transfer	§ 1 ¶6.3.1.			\$43,541.43
	Item Bank Update	§ 1 ¶6.3.9.			\$42,118.72
<b>FALL 2009 ADMINISTRATION SERVICES</b>					
	Transition From Incumbent Contractor to Offeror	§ 1 ¶3.3.			\$213,895.00
	Customer Service Support	§ 1 ¶8.2.			\$27,404.20
	Pretest Workshops:	§ 1 ¶8.3.			\$20,553.15
	Pre-Coded Scannable Student Identification Labels (Operational Tests)	§ 1 ¶8.4.	\$0.03	225,000	\$6,750.00
	Testing Materials Distribution	§ 1 ¶8.5.			\$52,048.00
	Testing Materials Retrieval	§ 1 ¶8.6.			\$18,115.00
	Test Administration Directions Development/Distribution(Operational & Field Tests)	§ 1 ¶8.7.1.			\$6,384.85
	Test Coordinator Manual Development/ Distribution	§ 1 ¶8.7.2.			\$3,219.77
	Guidance for Braille and Large Print	§ 1 ¶8.7.3.			\$1,812.59
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶8.7.3.	\$92.50		
	Guide to Test Interpretation Development/Distribution	§ 1 ¶8.7.4.			\$1,160.76
	Parent Guide Development/ Distribution	§ 1 ¶8.7.5.			\$2,031.34
	Scan and Score Answer Documents (Operational & Stand-Alone Field Tests)	§ 1 ¶9.3.2.	\$0.57	150,000	\$85,500.00
	Hand Scoring/Procedures/Materials for Writing (Operational)	§ 1 ¶9.3.3.	\$3.73	75,000	\$279,750.00

ITEM	Description	RFP REFERENCE	Unit Price	Estimated Student Population	Offeror's Price
<b>SPRING 2010 ADMINISTRATION SERVICES</b>					
	Customer Service Support	§ 1 ¶ 8.2.			\$37,680.78
	Pretest Workshops:	§ 1 ¶ 8.3.			\$30,829.73
	Pre-Coded Scannable Student Identification Labels (HS, EA, & Science)	§ 1 ¶ 8.4.	\$0.04	542,000	\$21,680.00
	Testing Materials Distribution	§ 1 ¶ 8.5.			\$145,451.00
	Testing Materials Retrieval	§ 1 ¶ 8.6.			\$89,120.00
	Test Administration Directions(operational & Field Tests)	§ 1 ¶ 8.7.1.			\$10,744.29
	Test Coordinator Manual	§ 1 ¶ 8.7.2.			\$9,277.82
	Guidance for Braille and Large Print	§ 1 ¶ 8.7.3.			\$4,689.19
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶ 8.7.3.	\$92.50		
	Guide to Test Interpretation	§ 1 ¶ 8.7.4.			\$1,870.37
	Parent Guide	§ 1 ¶ 8.7.5.			\$3,273.72
	Scan and Score Answer Documents	§ 1 ¶ 9.3.2	\$0.36	392,000	\$141,120.00
	Hand Scoring/ Procedures/Materials for Writing	§ 1 ¶ 9.3.3.	\$3.79	150,000	\$568,500.00
	Transition From Offeror to New Contractor (If Applicable)	§ 1 ¶ 3.4.			\$0.00
<b>FALL 2009 RESEARCH</b>					
	Test Development	§ 1 ¶ 10.1.			\$7,093.73
	Equating And Scaling	§ 1 ¶ 10.2.			\$12,688.00
	Reliability and Validity Studies	§ 1 ¶ 10.3.			\$9,388.00
	Statistical Analysis	§ 1 ¶ 10.5.			\$6,255.00
<b>SPRING 2010 RESEARCH</b>					
	Test Development	§ 1 ¶ 10.1.			\$3,209.47
	Equating And Scaling	§ 1 ¶ 10.2.			\$27,485.00
	Reliability and Validity Studies	§ 1 ¶ 10.3.			\$9,388.00
	Special Studies	§ 1 ¶ 10.4.			\$15,020.00
	Statistical Analysis	§ 1 ¶ 10.5.			\$27,882.00
	Standard Setting for HS Mathematics	§ 1 ¶ 10.6.			\$22,816.26
	Standard Setting for EA HS Mathematics	§ 1 ¶ 10.6.			N/A
	Standard Setting for EA HS Reading	§ 1 ¶ 10.6.			N/A
	Annual Technical Report	§ 1 ¶ 10.7.			\$34,595.00
<b>FALL 2009 DESIGN, PRODUCE, AND DISTRIBUTE REPORTS</b>					
	Custom Reports (Hourly Rate)	§ 1 ¶ 11.1.	\$160.00		
	Paper Reports	§ 1 ¶ 11.2.			
	Lexile and Quantile Measures				N/A
	Student Reports		\$0.11	450,000	\$49,500.00
	School Level Reports				\$38,661.22
	District Level Reports				N/A
	Group Level Reports				N/A
	County Level Reports				N/A
	Electronic Data File				
	Student Test Data (District / County Version)	§ 1 ¶ 11.5.			\$10,174.01
	Student Test Data (State Version)	§ 1 ¶ 11.5.			\$10,174.01
	Additional Summary Electronic Reports (Hourly Rate)	§ 1 ¶ 11.5.2.	\$185.00		
	Electronic Rapid Response Reports	§ 1 ¶ 11.2.3.			\$10,174.01
<b>Spring 2010 DESIGN, PRODUCE, AND DISTRIBUTE REPORTS</b>					
	Custom Reports (Hourly Rate)	§ 1 ¶ 11.1.	\$160.00		
	Paper Reports	§ 1 ¶ 11.2.			
	Lexile and Quantile Measures				N/A
	Student Reports		\$0.07	1,084,000	\$75,880.00
	School Level Reports				\$38,661.22
	District Level Reports				N/A
	Group Level Reports				N/A
	County Level Reports				N/A
	Electronic Data File				
	Student Test Data (District / County Version)	§ 1 ¶ 11.5.			\$10,174.01
	Student Test Data (State Version)	§ 1 ¶ 11.5.			\$10,174.01
	Additional Summary Electronic Reports (Hourly Rate)	§ 1 ¶ 11.5.2.	\$185.00		
	Electronic Rapid Response Reports	§ 1 ¶ 11.2.3.			\$10,174.01
<b>SOFTWARE / PROCEDURE FOR TEST RESPONSE DATA FRAUD DETECTION</b>					
		§ 1 ¶ 9.3.4.			\$12,208.81
<b>YEAR 1 PROGRAM MANGEMENT</b>					
	AIMS HS:				\$2,583,725.96
	AIMS EA HS:				N/A
			<b>TOTAL</b>		<b>\$5,623,788.00</b>

Note: Estimated student population quantities determined based on estimates in Section 1, Paragraph 2 of this RFP.

	A	B	C	D	E	F	G
1	ITEM	Description		RFP REFERENCE	Unit Price	Estimated Billable Student Population	Offeror's Price
3	<b>FALL 2010 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>			§ 1 ¶7.(Generally)			
4		AIMS HS: Reading		§ 1 ¶5.2.1.1.	\$0.32	75,000	\$24,000.00
5		Braille			\$225.50	30	\$6,765.00
6		Large Print			\$4.62	80	\$369.60
7		Writing		§ 1 ¶5.2.1.2.	\$0.24	75,000	\$18,000.00
8		Braille			\$60.13	30	\$1,803.90
9		Large Print			\$2.19	80	\$175.20
10		Mathematics		§ 1 ¶5.2.1.3.	\$0.32	75,000	\$24,000.00
11		Braille			\$225.50	30	\$6,765.00
12		Large Print			\$4.62	80	\$369.60
13		AIMS EA HS: Reading		§ 1 ¶5.3.1.1.	N/A	0	N/A
14		Braille			N/A	0	N/A
15		Large Print			N/A	0	N/A
16		Mathematics		§ 1 ¶5.3.1.2.	N/A	0	N/A
17		Braille			N/A	0	N/A
18		Large Print			N/A	0	N/A
19							
20	<b>SPRING 2011 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>			§ 1 ¶7.(Generally)			
21		AIMS HS: Reading		§ 1 ¶5.2.1.1.	\$0.30	150,000	\$45,000.00
22		Braille			\$169.25	50	\$8,462.50
23		Large Print			\$6.11	120	\$733.20
24		Writing		§ 1 ¶5.2.1.2.	\$0.23	150,000	\$34,500.00
25		Braille			\$14.10	50	\$705.00
26		Large Print			\$1.60	120	\$192.00
27		Mathematics		§ 1 ¶5.2.1.3.	\$0.30	150,000	\$45,000.00
28		Braille			\$169.25	50	\$8,462.50
29		Large Print			\$6.11	120	\$733.20
30		Science		§ 1 ¶5.2.1.4.	\$0.45	92,000	\$41,400.00
31		Braille			\$282.08	30	\$8,462.40
32		Large Print			\$6.52	100	\$652.00
33		AIMS EA HS: Reading		§ 1 ¶5.3.1.1.	N/A	0	N/A
34		Braille			N/A	0	N/A
35		Large Print			N/A	0	N/A
36		Mathematics		§ 1 ¶5.3.1.2.	N/A	0	N/A
37		Braille			N/A	0	N/A
38		Large Print			N/A	0	N/A
39							
40	<b>SPRING 2011 DEVELOPMENT / FIELD TEST</b>			§ 1 ¶6.2.(Generally)			
41		AIMS HS: Reading Passages / Items (Embedded)		§ 1 ¶5.2.3.2.			\$125,997.26
42		Writing Multiple Choice Items (Embedded)		§ 1 ¶5.2.3.2.			\$102,529.68
43		Mathematics Items (Embedded)		§ 1 ¶5.2.3.2.			\$119,676.71
44		Science Items (Embedded)		§ 1 ¶5.2.3.2.			\$102,776.47
45		AIMS EA HS: Reading Passage / Item Development (Embedded)		§ 1 ¶5.3.3.2.			N/A
46		Mathematics Item Development (Embedded)		§ 1 ¶5.3.3.2.			N/A
47							
48	<b>ITEM BANK</b>						
49		Item Bank Update		§ 1 ¶6.3.10.			\$36,311.30
50							
51	<b>FALL 2010 ADMINISTRATION SERVICES</b>						
52		Customer Service Support		§ 1 ¶8.2.			\$46,602.24
53		Pretest Workshops:		§ 1 ¶8.3.			\$34,951.68
54		Pre-Coded Scannable Student Identification Labels:		§ 1 ¶8.4.	\$0.02	225,000	\$4,500.00
55		Pre-Coded Scannable Student Identification Labels (Stand-Alone Field Tests)			\$0.10	24,000	\$2,400.00
56		Please insert proposed # of stand-alone field tests					
57		Testing Materials Distribution		§ 1 ¶8.5.			\$65,504.67
58		Testing Materials Retrieval		§ 1 ¶8.6.			\$19,660.53
59		Test Administration Directions(operational & Field Tests)		§ 1 ¶8.7.1.			\$5,383.01
60		Test Coordinator Manual		§ 1 ¶8.7.2.			\$5,512.55
61		Guidance for Braille and Large Print		§ 1 ¶8.7.3.			\$1,635.82
62		Additional Ancillary Materials (Hourly Rate)		§ 1 ¶8.7.3.	\$95.00		
63		Guide to Test Interpretation		§ 1 ¶8.7.4.			\$4,003.06
64		Parent Guide		§ 1 ¶8.7.5.			\$181.96
65		Scan and Score Answer Documents		§ 1 ¶9.3.2	\$0.51	150,000	\$76,500.00
66		Hand Scoring/Procedures/Materials for Writing ( Stand-Alone Field Tests)			\$4.37	20,000	\$87,400.00
67		Please insert proposed # of stand-alone field tests					
68		Hand Scoring/Procedures/Materials for Writing		§ 1 ¶9.3.3.	\$3.83	75,000	\$287,250.00
69							

	A	B	C	D	E	F	G
1	ITEM	Description		RFP REFERENCE	Unit Price	Estimated Billable Student Population	Offeror's Price
70	<b>SPRING 2011 ADMINISTRATION SERVICES</b>						
71		Customer Service Support		§ 1 ¶ 8.2.			\$64,078.07
72		Pretest Workshops:		§ 1 ¶ 8.3.			\$52,427.51
73		Pre-Coded Scannable Student Identification Labels:		§ 1 ¶ 8.4.	\$0.01	542,000	\$5,420.00
74		Testing Materials Distribution		§ 1 ¶ 8.5.			\$214,146.92
75		Testing Materials Retrieval		§ 1 ¶ 8.6.			\$131,059.59
76		Test Administration Directions(operational & Field Tests)		§ 1 ¶ 8.7.1.			\$11,332.40
77		Test Coordinator Manual		§ 1 ¶ 8.7.2.			\$8,764.17
78		Guidance for Braille and Large Print		§ 1 ¶ 8.7.3.			\$4,515.87
79		Additional Ancillary Materials (Hourly Rate)		§ 1 ¶ 8.7.3.	\$95.00		
80		Guide to Test Interpretation		§ 1 ¶ 8.7.4.			\$17,762.00
81		Parent Guide		§ 1 ¶ 8.7.5.			\$17,328.00
82		Scan and Score Answer Documents		§ 1 ¶ 9.3.2	\$0.37	392,000	\$145,040.00
83		Hand Scoring/Procedures/Materials for Writing		§ 1 ¶ 9.3.3.	\$3.88	150,000	\$582,000.00
84		Transition From Offeror to New Contractor (If Applicable)		§ 1 ¶ 3.4.			\$0.00
85							
86	<b>FALL 2010 RESEARCH</b>						
87		Test Development		§ 1 ¶ 10.1.			\$12,876.56
88		Equating And Scaling		§ 1 ¶ 10.2.			\$12,996.00
89		Reliability and Validity Studies		§ 1 ¶ 10.3.			\$13,805.88
90		Statistical Analysis		§ 1 ¶ 10.5.			\$12,491.18
91							
92	<b>SPRING 2011 RESEARCH</b>						
93		Test Development		§ 1 ¶ 10.1.			\$5,770.77
94		Equating And Scaling		§ 1 ¶ 10.2.			\$43,848.53
95		Reliability and Validity Studies		§ 1 ¶ 10.3.			\$13,805.88
96		Special Studies		§ 1 ¶ 10.4.			\$22,088.24
97		Statistical Analysis		§ 1 ¶ 10.5.			\$29,144.12
98		Standard Setting for HS Writing		§ 1 ¶ 10.6.			\$39,544.47
99		Annual Technical Report		§ 1 ¶ 10.7.			\$50,875.00
100							
101	<b>FALL 2010 DESIGN, PRODUCE, AND DISTRIBUTE SCORE REPORTS</b>						
102		Custom Reports (Hourly Rate)		§ 1 ¶ 11.1.	\$165.00		
103		Paper Reports		§ 1 ¶ 11.2.			
104		Lexile and Quantile Measures					N/A
105		Student Reports			\$0.10	450,000	\$45,000.00
106		School Level Reports					\$32,483.60
107		District Level Reports					N/A
108		Group Level Reports					N/A
109		County Level Reports					N/A
110		Electronic Data File					
111		Student Test Data (District / County Version)		§ 1 ¶ 11.5.			\$8,548.32
112		Student Test Data (State Version)		§ 1 ¶ 11.5.			\$8,548.32
113		Additional Summary Electronic Reports (Hourly Rate)		§ 1 ¶ 11.5.2.	\$190.00		
114		Electronic Rapid Response Reports		§ 1 ¶ 11.2.3.			\$8,548.32
115							
116	<b>SPRING 2011 DESIGN, PRODUCE, AND DISTRIBUTE SCORE REPORTS</b>						
117		Custom Reports (Hourly Rate)		§ 1 ¶ 11.1.	\$165.00		
118		Paper Reports		§ 1 ¶ 11.2.			
119		Lexile and Quantile Measures					N/A
120		Student Reports			\$0.09	1,084,000	\$97,560.00
121		School Level Reports					\$32,483.60
122		District Level Reports					N/A
123		Group Level Reports					N/A
124		County Level Reports					N/A
125		Electronic Data File					
126		Student Test Data (District / County Version)		§ 1 ¶ 11.5.			\$8,548.32
127		Student Test Data (State Version)		§ 1 ¶ 11.5.			\$8,548.32
128		Additional Summary Electronic Reports (Hourly Rate)		§ 1 ¶ 11.5.2.	\$190.00		
129		Electronic Rapid Response Reports		§ 1 ¶ 11.2.3.			\$8,548.32
130							
131				§ 1 ¶ 9.3.4.			\$10,257.98
132							
133	<b>YEAR 2 PROGRAM MANGEMENT</b>						
134		AIMS HS:					\$2,968,543.70
135		AIMS EA HS:					N/A
136							
137					TOTAL		\$6,154,068.00
138							
139	Note: Estimated student population quantities determined based on estimates in Section 1, Paragraph 2 of this RFP.						

ITEM	Description	RFP REFERENCE	Unit Price	Estimated Student Population	Offeror's Price
<b>FALL 2011 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>		§ 1 ¶7.(Generally)			
	AIMS HS: Reading	§ 1 ¶5.2.1.1.	\$0.33	75,000	\$24,750.00
	Braille		\$231.14	30	\$6,934.20
	Large Print		\$4.74	80	\$379.20
	Writing	§ 1 ¶5.2.1.2.	\$0.25	75,000	\$18,750.00
	Braille		\$61.64	30	\$1,849.20
	Large Print		\$2.24	80	\$179.20
	Mathematics	§ 1 ¶5.2.1.3.	\$0.33	75,000	\$24,750.00
	Braille		\$231.14	30	\$6,934.20
	Large Print		\$4.74	80	\$379.20
	AIMS EA HS: Reading	§ 1 ¶5.3.1.1.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
	Mathematics	§ 1 ¶5.3.1.2.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
<b>SPRING 2012 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>		§ 1 ¶7.(Generally)			
	AIMS HS: Reading	§ 1 ¶5.2.1.1.	\$0.33	150,000	\$49,500.00
	Braille		\$173.48	50	\$8,674.00
	Large Print		\$6.27	120	\$752.40
	Writing	§ 1 ¶5.2.1.2.	\$0.25	150,000	\$37,500.00
	Braille		\$14.46	50	\$723.00
	Large Print		\$1.64	120	\$196.80
	Mathematics	§ 1 ¶5.2.1.3.	\$0.31	150,000	\$46,500.00
	Braille		\$173.48	50	\$8,674.00
	Large Print		\$6.27	120	\$752.40
	Science	§ 1 ¶5.2.1.4.	\$0.52	92,000	\$47,840.00
	Braille		\$289.13	30	\$8,673.90
	Large Print		\$6.68	100	\$668.00
	AIMS EA HS: Reading	§ 1 ¶5.3.1.1.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
	Mathematics	§ 1 ¶5.3.1.2.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
<b>SPRING 2012 DEVELOPMENT / FIELD TEST</b>		§ 1 ¶6.2.(Generally)			
	AIMS HS: Reading Passages / Items (Embedded)	§ 1 ¶5.2.3.3.			\$189,735.28
	Writing Multiple Choice Items (Embedded)	§ 1 ¶5.2.3.3.			\$171,876.88
	Mathematics Items (Embedded)	§ 1 ¶5.2.3.3.			\$181,955.44
	Science Items (Embedded)	§ 1 ¶5.2.3.3.			\$210,563.63
	AIMS EA HS: Reading Passage / Item Development (Embedded)	§ 1 ¶5.3.3.3.			N/A
	Mathematics Item Development (Embedded)	§ 1 ¶5.3.3.3.			N/A
<b>ITEM BANK</b>					
	Item Bank Update	§ 1 ¶6.3.10.			\$34,735.48
<b>FALL 2011 ADMINISTRATION SERVICES</b>					
	Customer Service Support	§ 1 ¶8.2.			\$45,506.29
	Pretest Workshops:	§ 1 ¶8.3.			\$34,129.72
	Pre-Coded Scannable Student Identification Labels:	§ 1 ¶8.4.	\$0.02	225,000	\$4,500.00
	Testing Materials Distribution	§ 1 ¶8.5.			\$65,504.67
	Testing Materials Retrieval	§ 1 ¶8.6.			\$19,923.88
	Test Administration Directions(operational & Field Tests)	§ 1 ¶8.7.1.			\$3,508.18
	Test Coordinator Manual	§ 1 ¶8.7.2.			\$4,290.06
	Guidance for Braille and Large Print	§ 1 ¶8.7.3.			\$1,649.14
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶8.7.3.	\$97.50		
	Guide to Test Interpretation	§ 1 ¶8.7.4.			\$4,003.06
	Parent Guide	§ 1 ¶8.7.5.			\$181.96
	Scan and Score Answer Documents	§ 1 ¶9.3.2.	\$0.51	150,000	\$76,500.00
	Hand Scoring/Procedures/Materials for Writing	§ 1 ¶9.3.3.	\$3.92	75,000	\$294,000.00



ITEM	Description	RFP REFERENCE	Unit Price	Estimated Student Population	Offeror's Price
<b>FALL 2012 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>		§ 1 ¶7.(Generally)			
	AIMS HS: Reading	§ 1 ¶5.2.1.1.	\$0.32	75,000	\$24,000.00
	Braille		\$227.53	30	\$6,825.90
	Large Print		\$4.66	80	\$372.80
	Writing	§ 1 ¶5.2.1.2.	\$0.24	75,000	\$18,000.00
	Braille		\$60.68	30	\$1,820.40
	Large Print		\$2.21	80	\$176.80
	Mathematics	§ 1 ¶5.2.1.3.	\$0.32	75,000	\$24,000.00
	Braille		\$227.53	30	\$6,825.90
	Large Print		\$4.66	80	\$372.80
	AIMS EA HS: Reading	§ 1 ¶5.3.1.1.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
	Mathematics	§ 1 ¶5.3.1.2.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
<b>SPRING 2013 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>		§ 1 ¶7.(Generally)			
	AIMS HS: Reading	§ 1 ¶5.2.1.1.	\$0.30	150,000	\$45,000.00
	Braille		\$170.77	50	\$8,538.50
	Large Print		\$6.17	120	\$740.40
	Writing	§ 1 ¶5.2.1.2.	\$0.23	150,000	\$34,500.00
	Braille		\$14.23	50	\$711.50
	Large Print		\$1.62	120	\$194.40
	Mathematics	§ 1 ¶5.2.1.3.	\$0.30	150,000	\$45,000.00
	Braille		\$170.77	50	\$8,538.50
	Large Print		\$6.17	120	\$740.40
	Science	§ 1 ¶5.2.1.4.	\$0.46	92,000	\$42,320.00
	Braille		\$284.62	30	\$8,538.60
	Large Print		\$6.58	100	\$658.00
	AIMS EA HS: Reading	§ 1 ¶5.3.1.1.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
	Mathematics	§ 1 ¶5.3.1.2.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
<b>SPRING 2013 DEVELOPMENT / FIELD TEST</b>		§ 1 ¶5.2.(Generally)			
	AIMS HS: Reading Passages / Items (Embedded)	§ 1 ¶5.2.3.4.			\$119,432.22
	Writing Multiple Choice Items (Embedded)	§ 1 ¶5.2.3.4.			\$109,941.59
	Mathematics Items (Embedded)	§ 1 ¶5.2.3.4.			\$114,377.46
	Science Items (Embedded)	§ 1 ¶5.2.3.4.			\$120,568.75
	AIMS EA HS: Reading Passage / Item Development (Embedded)	§ 1 ¶5.3.3.4.			N/A
	Mathematics Item Development (Embedded)	§ 1 ¶5.3.3.4.			N/A
<b>ITEM BANK</b>					
	Item Bank Update	§ 1 ¶6.3.10.			\$30,244.27
<b>FALL 2012 ADMINISTRATION SERVICES</b>					
	Customer Service Support	§ 1 ¶8.2.			\$44,660.78
	Pretest Workshops:	§ 1 ¶8.3.			\$33,495.58
	Pre-Coded Scannable Student Identification Labels:	§ 1 ¶8.4.	\$0.02	225,000	\$4,500.00
	Testing Materials Distribution	§ 1 ¶8.5.			\$77,182.09
	Testing Materials Retrieval	§ 1 ¶8.6.			\$20,221.25
	Test Administration Directions(operational & Field Tests)	§ 1 ¶8.7.1.			\$3,734.51
	Test Coordinator Manual	§ 1 ¶8.7.2.			\$4,531.67
	Guidance for Braille and Large Print	§ 1 ¶8.7.3.			\$1,888.33
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶8.7.3.	\$100.00		
	Guide to Test Interpretation	§ 1 ¶8.7.4.			\$4,716.68
	Parent Guide	§ 1 ¶8.7.5.			\$214.39
	Scan and Score Answer Documents	§ 1 ¶9.3.2.	\$0.51	150,000	\$76,500.00
	Hand Scoring/ Procedures/Materials for Writing	§ 1 ¶9.3.3.	\$4.04	75,000	\$303,000.00



ITEM	Description	RFP REFERENCE	Unit Price	Estimated Student Population	Offeror's Price
<b>FALL 2013 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>					
		§ 1 ¶7.(Generally)			
	AIMS HS: Reading	§ 1 ¶5.2.1.1.	\$0.35	75,000	\$26,250.00
	Braille		\$247.60	30	\$7,428.00
	Large Print		\$5.08	80	\$406.40
	Writing	§ 1 ¶5.2.1.2.	\$0.27	75,000	\$20,250.00
	Braille		\$66.03	30	\$1,980.90
	Large Print		\$2.40	80	\$192.00
	Mathematics	§ 1 ¶5.2.1.3.	\$0.35	75,000	\$26,250.00
	Braille		\$247.60	30	\$7,428.00
	Large Print		\$5.08	80	\$406.40
	AIMS EA HS: Reading	§ 1 ¶5.3.1.1.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
	Mathematics	§ 1 ¶5.3.1.2.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
<b>SPRING 2014 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>					
		§ 1 ¶7.(Generally)			
	AIMS HS: Reading	§ 1 ¶5.2.1.1.	\$0.33	150,000	\$49,500.00
	Braille		\$185.83	50	\$9,291.50
	Large Print		\$6.71	120	\$805.20
	Writing	§ 1 ¶5.2.1.2.	\$0.25	150,000	\$37,500.00
	Braille		\$15.49	50	\$774.50
	Large Print		\$1.76	120	\$211.20
	Mathematics	§ 1 ¶5.2.1.3.	\$0.35	150,000	\$52,500.00
	Braille		\$185.83	50	\$9,291.50
	Large Print		\$6.71	120	\$805.20
	Science	§ 1 ¶5.2.1.4.	\$0.50	92,000	\$46,000.00
	Braille		\$309.72	30	\$9,291.60
	Large Print		\$7.16	100	\$716.00
	AIMS EA HS: Reading	§ 1 ¶5.3.1.1.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
	Mathematics	§ 1 ¶5.3.1.2.	N/A	0	N/A
	Braille		N/A	0	N/A
	Large Print		N/A	0	N/A
<b>SPRING 2014 DEVELOPMENT / FIELD TEST</b>					
		§ 1 ¶6.2.(Generally)			
	AIMS HS: Reading Passages / Items (Embedded)	§ 1 ¶5.2.3.5.			\$130,085.50
	Writing Multiple Choice Items (Embedded)	§ 1 ¶5.2.3.5.			\$119,977.67
	Mathematics Items (Embedded)	§ 1 ¶5.2.3.5.			\$169,647.81
	Science Items (Embedded)	§ 1 ¶5.2.3.5.			\$132,084.81
	AIMS EA HS: Reading Passage / Item Development (Embedded)	§ 1 ¶5.3.3.5.			N/A
	Mathematics Item Development (Embedded)	§ 1 ¶5.3.3.5.			N/A
<b>ITEM BANK</b>					
	Item Bank Update	§ 1 ¶6.3.10.			\$27,689.98
<b>FALL 2013 ADMINISTRATION SERVICES</b>					
	Customer Service Support	§ 1 ¶8.2.			\$48,761.15
	Pretest Workshops:	§ 1 ¶8.3.			\$36,570.86
	Pre-Coded Scannable Student Identification Labels:	§ 1 ¶8.4.	\$0.02	225,000	\$4,500.00
	Testing Materials Distribution	§ 1 ¶8.5.			\$78,351.51
	Testing Materials Retrieval	§ 1 ¶8.6.			\$20,527.64
	Test Administration Directions(operational & Field Tests)	§ 1 ¶8.7.1.			\$3,937.12
	Test Coordinator Manual	§ 1 ¶8.7.2.			\$4,834.70
	Guidance for Braille and Large Print	§ 1 ¶8.7.3.			\$1,937.60
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶8.7.3.	\$102.50		
	Guide to Test Interpretation	§ 1 ¶8.7.4.			\$4,788.15
	Parent Guide	§ 1 ¶8.7.5.			\$217.64
	Scan and Score Answer Documents	§ 1 ¶9.3.2.	\$0.52	150,000	\$78,000.00
	Hand Scoring/ Procedures/Materials for Writing	§ 1 ¶9.3.3.	\$4.20	75,000	\$315,000.00



ITEM	Description	RFP REFERENCE	Offeror's Price
<i>*Option 1 is not a required element of submitted proposals and will not be evaluated for award purposes, but will be evaluated for feasibility and reasonableness of offer.</i>			
<i>*Options 2 &amp; 3 are required elements of all submitted proposals and will be evaluated as part of the award process. The decision to purchase these services/materials has not been finalized, therefore; the State is requesting these elements as options.</i>			
<i>*All option pricing given shall become part of the firm fixed price of any contract awarded as a result of this solicitation.</i>			
Develop and administer a rapid response electronic roster report of student scores to be delivered electronically within one week of testing			
	AIMS HS: Reading, Math, and Science	§ 1 ¶ 11.2.4.	
		YEAR 1	\$363,507.00
		YEAR 2	\$372,595.00
		YEAR 3	\$381,019.00
		YEAR 4	\$292,367.00
		YEAR 5	\$409,102.00

ITEM	Description	RFP REFERENCE	Unit Price	Estimated Billable Student Population	NRT*	Offeror's Price
<b>SPRING 2010 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>		§ 1 ¶7.(Generally)				
<i>**NRT License Fee To Be Included In Prices Below</i>						
	AIMS 3 - 8: Reading	§ 1 ¶5.4.1.1.	\$0.97	552,000		\$535,440.00
	Writing (Grades 3, 5, 7)	§ 1 ¶5.4.1.2.	\$0.79	276,000		\$218,040.00
	Mathematics	§ 1 ¶5.4.1.3.	\$0.97	552,000		\$535,440.00
	AIMS 4 and 8: Science	§ 1 ¶5.4.1.4.	\$1.18	184,000		\$217,120.00
	AIMS 3 - 8: Braille		\$1,068.90	90		\$96,201.00
	Large Print		\$14.57	450		\$6,556.50
	Grade 2: NRT	§ 1 ¶5.6.2.	\$3.60	92,000	100%	\$331,200.00
	Braille		\$205.20	15	100%	\$3,078.00
	Large Print		\$85.45	75	100%	\$6,408.75
	Grade 9: NRT (Paper/Pencil Test)	§ 1 ¶5.6.2.	\$2.40	92,000	100%	\$220,800.00
	Braille		\$205.20	15	100%	\$3,078.00
	Large Print		\$85.45	75	100%	\$6,408.75
	Grade 9: NRT Online Test (Per Unit Cost)		N/A		100%	
	AIMS EA 4 - 8 : Reading	§ 1 ¶5.5.1.1.	N/A	0		N/A
	Mathematics	§ 1 ¶5.5.1.2.	N/A	0		N/A
	AIMS EA 4 - 8 : Braille		N/A	0		N/A
	Large Print		N/A	0		N/A
<b>FALL 2009 DEVELOPMENT / FIELD TEST</b>		§ 1 ¶6.(Generally)				
	AIMS EA 4 - 8 : Reading Passage / Item Development (Stand-Alone Field Test)	§ 1 ¶5.5.3.1.				N/A
	Mathematics Item Development (Stand-Alone Field Test)	§ 1 ¶5.5.3.2.				N/A
<b>SPRING 2010 DEVELOPMENT / FIELD TEST</b>		§ 1 ¶6.(Generally)				
	AIMS 3 - 8: Writing Prompts (Stand-Alone)	§ 1 ¶5.4.3.				\$69,120.33
	Reading Passages / Items (Embedded)	§ 1 ¶5.4.4.1.				\$142,557.57
	Writing Multiple Choice Items (Embedded in Reading Test)	§ 1 ¶5.4.4.1.				\$95,077.10
	Mathematics Items (Embedded)	§ 1 ¶5.4.4.1.				\$179,701.30
	AIMS 4 and 8: Science Items (Embedded)	§ 1 ¶5.4.4.1.				\$134,994.22
	AIMS EA 4 - 8 : Reading Passages / Items (Embedded)	§ 1 ¶5.5.4.1.				N/A
	Mathematics Items (Embedded)	§ 1 ¶5.5.4.1.				N/A
<b>ITEM BANK</b>						
	Item Bank Transfer	§ 1 ¶6.3.1.				\$69,615.33
	Item Bank Update	§ 1 ¶6.3.9.				\$54,850.00
<b>FALL 2009 ADMINISTRATION SERVICES</b>						
	Transition From Incumbent Contractor to Offeror	§ 1 ¶ 3.3.				\$535,885.00
	Pre-Coded Scannable Student Identification Labels:	§ 1 ¶ 8.4.		0		N/A
	Testing Materials Distribution	§ 1 ¶ 8.5.				N/A
	Testing Materials Retrieval	§ 1 ¶ 8.6.				N/A
	Test Administration Directions(operational & Field Tests)	§ 1 ¶ 8.7.1.				N/A
	Guidance for Braille and Large Print	§ 1 ¶ 8.7.3.				N/A
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶ 8.7.3.	\$92.50			
	Guide to Test Interpretation	§ 1 ¶ 8.7.4.				N/A
	Scan and Score Answer Documents	§ 1 ¶ 9.3.2.		0		N/A
<b>SPRING 2010 ADMINISTRATION SERVICES</b>						
	Customer Service Support	§ 1 ¶ 8.2.				\$41,446.44
	Pretest Workshops:	§ 1 ¶ 8.3.				\$27,630.96
	Pre-Coded Scannable Student Identification Labels (Operational Tests)	§ 1 ¶ 8.4.	\$0.01	552,000		\$5,520.00
	Testing Materials Distribution	§ 1 ¶ 8.5.				\$167,128.45
	Testing Materials Retrieval	§ 1 ¶ 8.6.				\$72,380.85
	Test Administration Directions(operational & Field Tests)	§ 1 ¶ 8.7.1.				\$179,555.94
	Test Coordinator Manual	§ 1 ¶ 8.7.2.				\$16,719.36
	Guidance for Braille and Large Print	§ 1 ¶ 8.7.3.				\$6,679.65
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶ 8.7.3.	\$92.50			
	Guide to Test Interpretation	§ 1 ¶ 8.7.4.				\$11,874.30
	Parent Guide	§ 1 ¶ 8.7.5.				\$98,462.58
	Scan and Score Answer Documents	§ 1 ¶ 9.3.2.	\$1.50	552,000		\$828,000.00
	Hand Scoring/Procedures/Materials for Writing (Operational)	§ 1 ¶ 9.3.3.	\$1.90	276,000		\$524,400.00
	Transition From Offeror to New Contractor (If Applicable)	§ 1 ¶ 3.4.				\$0.00



ITEM	Description	RFP REFERENCE	Unit Price	Estimated Billable Student Population	NRT*	Offeror's Price
<b>SPRING 2011 OPERATIONAL TEST AND ANSWER DOCUMENT FORMS DEVELOPMENT</b>						
		§ 1 ¶7.(Generally)				
**NRT License Fee To Be Included In Prices Below						
	AIMS 3 - 8: Reading	§ 1 ¶5.4.1.1.	\$0.76	552,000		\$419,520.00
	Writing (Grades 3, 5, 7)	§ 1 ¶5.4.1.2.	\$0.35	276,000		\$96,600.00
	Mathematics	§ 1 ¶5.4.1.3.	\$0.76	552,000		\$419,520.00
	AIMS 4 and 8: Science	§ 1 ¶5.4.1.4.	\$0.52	184,000		\$95,680.00
	AIMS 3 - 8: Braille		\$1,058.14	90		\$95,232.60
	Large Print		\$13.63	450		\$6,133.50
	Grade 2: NRT	§ 1 ¶5.6.2.	\$3.69	92,000	100%	\$339,480.00
	Braille		\$210.33	15	100%	\$3,154.95
	Large Print		\$87.59	75	100%	\$6,569.25
	Grade 9: NRT (Paper/Pencil Test)	§ 1 ¶5.6.2.	\$2.46	92,000	100%	\$226,320.00
	Braille		\$210.33	15	100%	\$3,154.95
	Large Print		\$87.59	75	100%	\$6,569.25
	Grade 9: NRT Online Test (Per Unit Cost)		N/A		100%	
	AIMS EA 4 - 8: Reading	§ 1 ¶5.5.1.1.	N/A	0		N/A
	Mathematics	§ 1 ¶5.5.1.2.	N/A	0		N/A
	AIMS EA 4 - 8: Braille		N/A	0		N/A
	Large Print		N/A	0		N/A
<b>SPRING 2011 DEVELOPMENT / FIELD TEST</b>						
		§ 1 ¶6.(Generally)				
	AIMS 3 - 8: Reading Passages / Items (Embedded)	§ 1 ¶5.4.4.2.				\$371,684.57
	Writing (Embedded) ***	§ 1 ¶5.4.4.2.				\$107,949.60
	Mathematics Items (Embedded)	§ 1 ¶5.4.4.2.				\$303,697.05
	AIMS 4 and 8: Science Items (Embedded)	§ 1 ¶5.4.4.2.				\$108,802.49
	AIMS EA 4 - 8: Reading Passages / Items (Embedded)	§ 1 ¶5.5.4.2.				N/A
	Mathematics Items (Embedded)	§ 1 ¶5.5.4.2.				N/A
<b>ITEM BANK</b>						
	Item Bank Update	§ 1 ¶6.3.9.				\$54,120.47
<b>SPRING 2011 ADMINISTRATION SERVICES</b>						
	Customer Service Support	§ 1 ¶8.2.				\$103,246.90
	Pretest Workshops:	§ 1 ¶8.3.				\$68,831.27
	Pre-Coded Scannable Student Identification Labels:	§ 1 ¶8.4.	\$0.01	736,000		\$7,360.00
	Pre-Coded Scannable Student Identification Labels (Stand-Alone Field Tests)		\$0.07	18,000		\$1,260.00
Please insert proposed # of stand-alone field tests						
	Testing Materials Distribution	§ 1 ¶8.5.				\$173,250.12
	Testing Materials Retrieval	§ 1 ¶8.6.				\$88,996.92
	Test Administration Directions(operational & Field Tests)	§ 1 ¶8.7.1.				\$143,438.00
	Test Coordinator Manual	§ 1 ¶8.7.2.				\$18,814.29
	Guidance for Braille and Large Print	§ 1 ¶8.7.3.				\$7,599.47
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶8.7.3.	\$95.00			
	Guide to Test Interpretation	§ 1 ¶8.7.4.				\$14,413.58
	Parent Guide	§ 1 ¶8.7.5.				\$101,165.16
	Scan and Score Answer Documents	§ 1 ¶9.3.2.	\$0.90	736,000		\$662,400.00
	Hand Scoring/Procedures/Materials for Writing	§ 1 ¶9.3.3.	\$1.94	276,000		\$535,440.00
	Hand Scoring/Procedures/Materials for Writing ( Stand-Alone Field Tests)		\$7.74	15,000		\$116,100.00
Please insert proposed # of stand-alone field tests						
	Transition From Offeror to New Contractor (If Applicable)	§ 1 ¶3.4.				\$0.00
<b>SPRING 2011 RESEARCH</b>						
	Test Development	§ 1 ¶10.1.				\$50,096.65
	Equating And Scaling	§ 1 ¶10.2.				\$47,928.33
	Reliability and Validity Studies	§ 1 ¶10.3.				\$19,701.67
	Special Studies	§ 1 ¶10.4.				\$52,743.33
	Statistical Analysis	§ 1 ¶10.5.				\$55,683.33
	Standard Setting for 3-8 Writing	§ 1 ¶10.6.				\$52,169.87
	Annual Technical Report	§ 1 ¶10.7.				\$57,658.33
<b>Spring 2011 DESIGN, PRODUCE, AND DISTRIBUTE REPORTS</b>						
	Custom Reports (Hourly Rate)	§ 1 ¶11.1.	\$165.00			
	Paper Reports	§ 1 ¶11.3.				
	Lexile and Quantile Measures					N/A
	Student Reports		\$0.23	1,472,000		\$338,560.00
	District Level Reports					N/A
	Group Level Reports					N/A
	County Level Reports					N/A
	NRT Reports:	§ 1 ¶11.4.			100%	\$24,426.90
	Electronic Student Test Data File					
	Student Test Data (District / County Version)	§ 1 ¶11.5.				\$10,856.40
	Student Test Data (State Version)	§ 1 ¶11.5.				\$10,856.40
	Additional Summary Electronic Reports (Hourly Rate)	§ 1 ¶11.5.2.	\$190.00			
<b>SOFTWARE / PROCEDURE FOR TEST RESPONSE DATA FRAUD DETECTION</b>						
		§ 1 ¶9.3.4.				\$17,370.24
<b>Year 2 PROGRAM MANAGEMENT</b>						
	AIMS 3 - 8:					\$2,939,666.59
	AIMS EA 4 - 8:					N/A
	Grades 2 and 9:					\$461,426.57
<b>TOTAL</b>						<b>\$8,845,649.00</b>

Note: Estimated student population quantities determined based on estimates in Section 1, Paragraph 2 of this RFP.  
 \* Note: Enter percentage of unit price that is attributable to the inclusion of NRT items or information.



ITEM	Description	RFP REFERENCE	Unit Price	Estimated Billable Student Population	NRT*	Offeror's Price	
<b>SPRING 2013 OPERATIONAL TEST AND ANSWER FORMS DEVELOPMENT</b>		§ 1 ¶7.(Generally)					
<i>**NRT License Fee To Be Included In Prices Below</i>							
	AIMS 3 - 8: Reading	§ 1 ¶5.4.1.1.	\$0.81	552,000		\$447,120.00	
	Writing (Grades 3, 5, 7)	§ 1 ¶5.4.1.2.	\$0.37	276,000		\$102,120.00	
	Mathematics	§ 1 ¶5.4.1.3.	\$0.81	552,000		\$447,120.00	
	AIMS 4 and 8: Science	§ 1 ¶5.4.1.4.	\$0.55	184,000		\$101,200.00	
	AIMS 3 - 8: Braille		\$1,117.13	90		\$100,541.70	
	Large Print		\$14.39	450		\$6,475.50	
	Grade 2: NRT	§ 1 ¶5.6.2.	\$3.90	92,000	100%	\$358,800.00	
	Braille		\$222.06	15	100%	\$3,330.90	
	Large Print		\$92.47	75	100%	\$6,935.25	
	Grade 9: NRT (Paper/Pencil Test)	§ 1 ¶5.6.2.	\$2.60	92,000	100%	\$239,200.00	
	Braille		\$222.06	15	100%	\$3,330.90	
	Large Print		\$92.47	75	100%	\$6,935.25	
	Grade 9: NRT Online Test (Per Unit Cost)		N/A		100%		
	AIMS EA 4 - 8 : Reading	§ 1 ¶5.5.1.1.	N/A	0		N/A	
	Mathematics	§ 1 ¶5.5.1.2.	N/A	0		N/A	
	AIMS EA 4 - 8 : Braille		N/A	0		N/A	
	Large Print		N/A	0		N/A	
<b>SPRING 2013 DEVELOPMENT / FIELD TEST</b>		§ 1 ¶6.(Generally)					
	AIMS 3 - 8: Reading Passages / Items (Embedded)	§ 1 ¶5.4.4.4.				\$334,279.28	
	Writing (Embedded)	§ 1 ¶5.4.4.4.				\$148,365.48	
	Mathematics Items (Embedded)	§ 1 ¶5.4.4.4.				\$228,624.13	
	AIMS 4 and 8: Science Items (Embedded)	§ 1 ¶5.4.4.4.				\$165,471.35	
	AIMS EA 4 - 8 : Reading Passages / Items (Embedded)	§ 1 ¶5.5.4.4.				N/A	
	Mathematics Items (Embedded)	§ 1 ¶5.5.4.4.				N/A	
<b>ITEM BANK</b>							
	Item Bank Update	§ 1 ¶6.3.9.				\$60,223.90	
<b>SPRING 2013 ADMINISTRATION SERVICES</b>							
	Customer Service Support	§ 1 ¶8.2.				\$76,067.79	
	Pretest Workshops:	§ 1 ¶8.3.				\$50,711.86	
	Pre-Coded Scannable Student Identification Labels:	§ 1 ¶8.4.	\$0.01	736,000		\$7,360.00	
	Testing Materials Distribution	§ 1 ¶8.5.				\$182,368.55	
	Testing Materials Retrieval	§ 1 ¶8.6.				\$93,680.96	
	Test Administration Directions (operational & Field Tests)	§ 1 ¶8.7.1.				\$159,481.19	
	Test Coordinator Manual	§ 1 ¶8.7.2.				\$20,745.60	
	Guidance for Braille and Large Print	§ 1 ¶8.7.3.				\$8,164.60	
	Additional Ancillary Materials (Hourly Rate)	§ 1 ¶8.7.3.	\$100.00				
	Guide to Test Interpretation	§ 1 ¶8.7.4.				\$16,103.88	
	Parent Guide	§ 1 ¶8.7.5.				\$112,303.09	
	Scan and Score Answer Documents	§ 1 ¶9.3.2.	\$0.90	736,000		\$662,400.00	
	Hand Scoring/Procedures/Materials for Writing	§ 1 ¶9.3.3.	\$1.03	552,000		\$568,560.00	
	Transition From Offeror to New Contractor (If Applicable)	§ 1 ¶3.4.				\$0.00	
<b>SPRING 2013 RESEARCH</b>							
	Test Development	§ 1 ¶10.1.				\$35,424.37	
	Equating And Scaling	§ 1 ¶10.2.				\$67,994.74	
	Reliability and Validity Studies	§ 1 ¶10.3.				\$20,738.60	
	Special Studies	§ 1 ¶10.4.				\$35,536.84	
	Statistical Analysis	§ 1 ¶10.5.				\$41,905.26	
	Standard Setting for 4 and 8 Science	§ 1 ¶10.6.				\$68,198.06	
	Annual Technical Report	§ 1 ¶10.7.				\$60,692.98	
<b>SPRING 2013 DESIGN, PRODUCE, AND DISTRIBUTE REPORTS</b>							
	Custom Reports (Hourly Rate)	§ 1 ¶11.1.	\$175.00				
	Paper Reports	§ 1 ¶11.3.					
	Lexile and Quantile Measures					N/A	
	Student Reports		\$0.23	1,472,000		\$338,560.00	
	School Level Reports					\$26,690.57	
	District Level Reports					N/A	
	Group Level Reports					N/A	
	County Level Reports					N/A	
	NRT Reports:	§ 1 ¶11.4.			100%	\$26,690.57	
	Electronic Student Test Data File						
	Student Test Data (District / County Version)	§ 1 ¶11.5.				\$11,862.47	
	Student Test Data (State Version)	§ 1 ¶11.5.				\$11,862.47	
	Additional Summary Electronic Reports (Hourly Rate)	§ 1 ¶11.5.2.	\$200.00				
<b>SOFTWARE / PROCEDURE FOR TEST RESPONSE DATA FRAUD DETECTION</b>		§ 1 ¶9.3.4.					\$18,979.96
<b>Year 4 PROGRAM MANAGEMENT</b>							
	AIMS 3 - 8:					\$2,473,715.83	
	AIMS EA 4 - 8 :					\$0.00	
	Grades 2 and 9:					\$407,375.12	
<b>TOTAL</b>						<b>\$8,364,249.00</b>	

Note: Estimated student population quantities determined based on estimates in Section 1, Paragraph 2 of this RFP.  
 \* Note: Enter percentage of unit price that is attributable to the inclusion of NRT items or information.

ITEM	Description	REF REFERENCE	Unit Price	Estimated Billable Student Population	NRT*	Offeror's Price
<b>SPRING 2014 OPERATIONAL TEST AND ANSWER FORMS DEVELOPMENT</b>		\$ 1 ¶7.(Generally)				
<i>**NRT License Fee To Be Included In Prices Below</i>						
	AIMS 3 - 8: Reading	\$ 1 ¶5.4.1.1.	\$0.84	552,000		\$463,680.00
	Writing (Grades 3, 5, 7)	\$ 1 ¶5.4.1.2.	\$0.38	276,000		\$104,880.00
	Mathematics	\$ 1 ¶5.4.1.3.	\$0.84	552,000		\$463,680.00
	AIMS 4 and 8: Science	\$ 1 ¶5.4.1.4.	\$0.58	184,000		\$106,720.00
	AIMS 3 - 8: Braille		\$1,161.82	90		\$104,563.80
	Large Print		\$14.97	450		\$6,736.50
	Grade 2: NRT	\$ 1 ¶5.6.2.	\$4.05	92,000	100%	\$372,600.00
	Braille		\$230.94	15	100%	\$3,464.10
	Large Print		\$96.17	75	100%	\$7,212.75
	Grade 9: NRT (Paper/Pencil Test)	\$ 1 ¶5.6.2.	\$2.70	92,000	100%	\$248,400.00
	Braille		\$230.94	15	100%	\$3,464.10
	Large Print		\$96.17	75	100%	\$7,212.75
	Grade 9: NRT Online Test (Per Unit Cost)		N/A		100%	
	AIMS EA 4 - 8: Reading	\$ 1 ¶5.5.1.1.	N/A	0		N/A
	Mathematics	\$ 1 ¶5.5.1.2.	N/A	0		N/A
	AIMS EA 4 - 8: Braille		N/A	0		N/A
	Large Print		N/A	0		N/A
<b>SPRING 2014 DEVELOPMENT / FIELD TEST</b>		\$ 1 ¶6.(Generally)				
	AIMS 3 - 8: Reading Passages / Items (Embedded)	\$ 1 ¶5.4.4.5.				\$337,845.39
	Writing (Embedded)	\$ 1 ¶5.4.4.5.				\$157,144.45
	Mathematics Items (Embedded)	\$ 1 ¶5.4.4.5.				\$344,759.68
	AIMS 4 and 8: Science Items (Embedded)	\$ 1 ¶5.4.4.5.				\$171,644.22
	AIMS EA 4 - 8: Reading Passages / Items (Embedded)	\$ 1 ¶5.5.4.5.				N/A
	Mathematics Items (Embedded)	\$ 1 ¶5.5.4.5.				N/A
<b>ITEM BANK</b>						
	Item Bank Update	\$ 1 ¶6.3.9.				\$26,934.56
<b>SPRING 2014 ADMINISTRATION SERVICES</b>						
	Customer Service Support	\$ 1 ¶8.2.				\$86,634.32
	Pretest Workshops:	\$ 1 ¶8.3.				\$57,756.21
	Pre-Coded Scannable Student Identification Labels:	\$ 1 ¶8.4.	\$0.01	736,000		\$7,360.00
	Testing Materials Distribution	\$ 1 ¶8.5.				\$185,625.13
	Testing Materials Retrieval	\$ 1 ¶8.6.				\$95,353.84
	Test Administration Directions (operational & Field Tests)	\$ 1 ¶8.7.1.				\$166,582.46
	Test Coordinator Manual	\$ 1 ¶8.7.2.				\$20,356.33
	Guidance for Braille and Large Print	\$ 1 ¶8.7.3.				\$8,066.41
	Additional Ancillary Materials (Hourly Rate)	\$ 1 ¶8.7.3.	\$102.50			
	Guide to Test Interpretation	\$ 1 ¶8.7.4.				\$15,838.98
	Parent Guide	\$ 1 ¶8.7.5.				\$118,495.95
	Scan and Score Answer Documents	\$ 1 ¶9.3.2.	\$0.92	736,000		\$677,120.00
	Hand Scoring Procedures/Materials for Writing	\$ 1 ¶9.3.3.	\$1.07	552,000		\$590,640.00
	Transition From Offeror to New Contractor (If Applicable)	\$ 1 ¶3.4.				\$0.00
<b>SPRING 2014 RESEARCH</b>						
	Test Development	\$ 1 ¶10.1.				\$35,709.92
	Equating And Scaling	\$ 1 ¶10.2.				\$69,208.93
	Reliability and Validity Studies	\$ 1 ¶10.3.				\$21,108.93
	Special Studies	\$ 1 ¶10.4.				\$36,171.43
	Statistical Analysis	\$ 1 ¶10.5.				\$47,028.57
	Annual Technical Report	\$ 1 ¶10.7.				\$61,776.79
<b>SPRING 2014 DESIGN, PRODUCE, AND DISTRIBUTE REPORTS</b>						
	Custom Reports (Hourly Rate)	\$ 1 ¶11.1.	\$180.00			
	Paper Reports	\$ 1 ¶11.3.				
	Lexile and Quantile Measures					N/A
	Student Reports		\$0.23	1,472,000		\$338,560.00
	School Level Reports					\$19,427.34
	District Level Reports					N/A
	Group Level Reports					N/A
	County Level Reports					N/A
	NRT Reports:	\$ 1 ¶11.4.			100%	\$19,427.34
	Electronic Student Test Data File					
	Student Test Data (District / County Version)	\$ 1 ¶11.5.				\$12,634.38
	Student Test Data (State Version)	\$ 1 ¶11.5.				\$12,634.38
	Additional Summary Electronic Reports (Hourly Rate)	\$ 1 ¶11.5.2.	\$205.00			
<b>SOFTWARE / PROCEDURE FOR TEST RESPONSE DATA FRAUD DETECTION</b>		\$ 1 ¶9.3.4.				\$18,815.00
<b>Year 5 PROGRAM MANAGEMENT</b>						
	AIMS 3 - 8:					\$2,468,967.18
	AIMS EA 4 - 8:					N/A
	Grades 2 and 9:					\$446,926.88
			<b>TOTAL</b>			<b>\$8,569,169.00</b>

Note: Estimated student population quantities determined based on estimates in Section 1, Paragraph 2 of this RFP.  
 \* Note: Enter percentage of unit price that is attributable to the inclusion of NRT items or information.

ITEM	Description	RFP REFERENCE	Offeror's Price
<b>Year 1</b>			
	Provide for rapid response electronic roster report of student scores to be delivered electronically within one week of testing		
	AIMS 3-8: Reading, Mathematics, and Science	§ 1 ¶ 11.3.2.	\$363,510.00
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.2.	\$121,170.00
	Provide for immediate scoring/reporting using school, district, or regional scanning sites.		
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.3.	\$141,754.50
<b>Year 2</b>			
	Provide for rapid response electronic roster report of student scores to be delivered electronically within one week of testing		
	AIMS 3-8: Reading, Mathematics, and Science	§ 1 ¶ 11.3.2.	\$372,597.75
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.2.	\$124,199.25
	Provide for immediate scoring/reporting using school, district, or regional scanning sites.		
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.3.	\$63,440.00
<b>Year 3</b>			
	Provide for rapid response electronic roster report of student scores to be delivered electronically within one week of testing		
	AIMS 3-8: Reading, Mathematics, and Science	§ 1 ¶ 11.3.2.	\$381,912.69
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.2.	\$127,304.23
	Provide for immediate scoring/reporting using school, district, or regional scanning sites.		
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.3.	\$61,268.00
<b>Year 4</b>			
	Provide for rapid response electronic roster report of student scores to be delivered electronically within one week of testing		
	AIMS 3-8: Reading, Mathematics, and Science	§ 1 ¶ 11.3.2.	\$393,370.07
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.2.	\$131,123.36
	Provide for immediate scoring/reporting using school, district, or regional scanning sites.		
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.3.	\$61,756.50
<b>Year 5</b>			
	Provide for rapid response electronic roster report of student scores to be delivered electronically within one week of testing		
	AIMS 3-8: Reading, Mathematics, and Science	§ 1 ¶ 11.3.2.	\$409,104.88
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.2.	\$136,368.29
	Provide for immediate scoring/reporting using school, district, or regional scanning sites.		
	NRT Grades 2 and 9: Reading, Language Arts, and Mathematics	§ 1 ¶ 11.4.3.	\$62,426.50

## EXHIBIT 7.15

### ACCESS AGREEMENT

This Item Tracker/Test Builder Access Agreement (Access Agreement) is by and between NCS Pearson, Inc. (Pearson), and \_\_\_\_\_ (You) collectively known as "the parties". This Access Agreement is a legal agreement between You (either an individual or a single enterprise) and Pearson, for the Product(s) identified as Item Tracker and/or Test Builder including associated software components, media, graphics, web pages, printed materials, and "online" or electronic documentation (Product). By using the Product, You agree to be bound by the terms of this Access Agreement. If You do not agree to the terms of this Access Agreement, please inform Pearson in writing and do not use the Product.

This Access Agreement hereby becomes an attachment to the *Prime Contract* and corresponding Statement of Work (SOW) effective \_\_\_\_\_ between the parties.

This Access Agreement sets the terms and conditions for the use of the Product.

1. **User Access.** You will have access to the Products. Before You can use the Products for this project, You must complete and send to Pearson a file providing user names and levels of security information requesting a unique user identification and password for access to the Product. Pearson will use this information to set up and provide user access to You.
2. **Protection from Unauthorized Use or Access.** You agree to take reasonable efforts to protect and prevent the Product from unauthorized access or use, which includes, but is not limited to, any attempt to:
  - (a) modify, adapt, decompile, reverse-engineer, disable, corrupt, deface, or adversely affect any part of the Product; or
  - (b) remove any proprietary, copyrighted, or other intellectual property notices on any materials generated by the Products.
3. **Intellectual Property Rights.** The Products and any derivatives are protected by intellectual property rights (including but not limited to copyrights and trade secrets) owned by Pearson and/or its customers or licensees. You will not reproduce, distribute, or create any derivative works of the Products or materials generated by the Products or otherwise exercise or assert any intellectual property rights in or to any portion of the Products or materials generated by the Products.
  - (a) The parties agree that the terms of any Non-Disclosure Agreement signed between the parties will apply to your use of the Products and the Pearson Products will be considered Pearson Confidential Information to be protected under such Confidentiality or Non-Disclosure Agreement. To the extent of any conflict between confidentiality or nondisclosure terms in any agreements between the parties such provisions will be followed by You to the greatest extent allowable to preserve Pearson's trade secrets and confidential information.
4. **Disclaimer of Warranties.** THE SYSTEM, THE WEBSITE, AND THE REPORTS WILL BE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
5. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Pearson or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Product or the provision of or failure to provide Support Services, even if Pearson has been advised of the possibility of such damages. In any case, Pearson's entire liability under any provision of this Access Agreement shall be limited to the amount actually paid by Pearson for the services provided under the Agreement or \$5,000.00 whichever is less.
6. **System Availability.** Pearson shall make the System generally accessible via Internet connection, to You during the term of this Agreement; provided, however, You acknowledge that Pearson may take the System down from time to time to perform maintenance and/or upgrades. In addition, You agree that from time to time the System may be inaccessible or inoperable due to System errors or causes beyond the control of Pearson or which are not reasonably foreseeable by Pearson, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). Pearson shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the System caused by Downtime, whether scheduled or not.
7. **Support.** During the term of this Access Agreement, Pearson will provide authorized users with technical support for the System via telephone, electronic mail, or Pearson's online technical support database, during normal business hours observed by Pearson. Pearson will provide technical support to assist You in resolving errors or malfunctions in the System and to answer technical questions which affect the functionality of and your ability to use the System. Technical support does not include assistance with interpretation of data or compatibility of the Products with your systems.
8. **Termination.** Without prejudice to any other rights, Pearson may terminate this Access Agreement if You fail to comply with the terms and conditions of this Access Agreement. In such event, You must destroy all copies of the Product and discontinue any use of the Product immediately. In any event, this Access Agreement automatically terminates upon termination of the above referenced Agreement SOW between the parties.

**END OF CONTRACT NO. ED09-0004**