

REQUEST FOR PROPOSALS



**Mississippi Academic Assessment
Program, Science (MAAP-SCI) Grade 5 and
Grade 8 and Mississippi Academic
Assessment Program, End of Course
(MAAP-EOC) Biology and U.S. History
RFx 3120001410**

**Mississippi Department of Education
Office of Student Assessment
359 North West Street, Suite 216
Jackson, Mississippi 39201
Contact: Walt Drane
Phone: 601-359-3052
Fax: 601-359-2471
Closing Date: March 27, 2018
Time: 5:00 p.m.**

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REQUEST FOR PROPOSALS – Mississippi Department of Education

Mississippi Academic Assessment Program, Science (MAAP-SCI) Grade 5 and Grade 8 and Mississippi Academic Assessment Program, End of Course (MAAP-EOC) Biology and U.S. History

The Mississippi Department of Education (MDE) through the Office of Student Assessment is soliciting competitive written proposals from qualified vendors for a Mississippi Academic Assessment Program, Science (MAAP-SCI) Grade 5 and Grade 8 and Mississippi Academic Assessment Program, End of Course (MAAP-EOC) Biology and U.S. History.

A. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to: wdrane@mdek12.org

The deadline for submitting written questions by email is Thursday, March 8, 2018 at 5:00 p.m. Copies of all questions submitted and the responses will be posted to MDE's website www.mdek12.org under the Public Notices section and will be available to the general public on Tuesday, March 13, 2018.

B. DUE DATES FOR PROPOSAL

One (1) original and five (5) copies of the proposal and five (5) electronic copies saved to a CD or a USB flash drive in a "read only" PDF format. One (1) original copy **must be received with vendor specific evidence**. Five (5) copies of the proposal and (5) electronic copies saved to a CD or USB **must be received without vendor evidence**. Any Information detected in the five (5) copies that identifies or distinguishes the offeror will be rejected and will not be considered for an award.

The proposals shall be received by 5:00 p.m. Central Time (CT) on Tuesday, March 27, 2018 at the following address based upon the delivery method used:

Hand Deliver Proposals to:

Monique Corley, Director
Office of Procurement
Mississippi Department of Education
Mississippi Academic Assessment Program, Science (MAAP-SCI) Grade 5 and Grade 8 and Mississippi Academic Assessment Program, End of Course (MAAP-EOC) Biology and U.S. History
Central High School, Suite 307
359 North West Street
Jackson, MS
(DO NOT OPEN)

Mail Proposals to:

Monique Corley, Director
Office of Procurement
Mississippi Department of Education
**Mississippi Academic Assessment
Program, Science (MAAP-SCI) Grade
5 and Grade 8 and Mississippi
Academic Assessment Program, End
of Course (MAAP-EOC) Biology and
U.S. History**
Post Office Box 771
Jackson, MS 39205-0771
(DO NOT OPEN)

**Ship Proposals to:
(FedEx UPS, etc.)**

Monique Corley, Director
Office of Procurement
Mississippi Department of Education
**Mississippi Academic Assessment
Program, Science (MAAP-SCI) Grade
5 and Grade 8 and Mississippi
Academic Assessment Program, End
of Course (MAAP-EOC) Biology and
U.S. History**
359 North West Street
Jackson, MS 39201
(DO NOT OPEN)

C. RESPONSIBILITY OF THE OFFEROR

- Ensure that the competitive proposals are delivered by the deadline and assumes all risks of delivery.
- At the time of receipt of the proposals, the proposals will be date stamped and recorded in Suite 307 of Central High School Building.
- Proposals and modifications received in the room after the time designated in the RFP shall be considered **late** and will not be considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- Proposals that do not include the required number of copies and CD or USB flash drive will not be evaluated.

- The proposal transmittal form and all required forms must be signed by an authorized official to bind the offeror to the proposal provisions and must be included.

D. SCOPE OF WORK AND RESPONSIBILITIES

The Mississippi Department of Education is seeking proposals for a Mississippi Academic Assessment Program, Science (MAAP-SCI) Grade 5 and Grade 8 and Mississippi Academic Assessment Program, End of Course (MAAP-EOC) Biology and U.S. History test.

Introduction

Scope of Work Overview. In this section of the RFP, an overview of the assessment components is presented and details of the Scope of Work (SOW) are provided for the Mississippi Academic Assessment Program, Science (MAAP-SCI) Grade 5 and Grade 8 **and** Mississippi Academic Assessment Program, End of Course (MAAP-EOC).

This section provides details of the scope of work and technical requirements for the state's assessment system and the expectations that the Offeror should meet in its response to the RFP. The section is organized into the following parts:

D1. Overview and Background of the Assessment Components included in the RFP

1. Overview of the MAAP SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History
2. General Information on the Mississippi Student Populations by Grade

D2. Scope of Work and Specific Requirements

1. SOW Activities and Requirements for MAAP SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History
2. General Requirements for MAAP SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History

In the SOW, the following activities and additional tasks are described and requirements specified that Offerors will need to address in their proposals to the MDE:

- Design of the Assessment Program
- Development of New Items and Test Forms
- Online Assessment and Technology Delivery System
- Test Administration
- Production of Support Materials and electronic posting
- Processing and Scoring of Test Materials
- Psychometric Analysis
- Reporting
- Training
- Customer Support

- Management of the Assessment Program
- Cost Proposal Format

D1. Overview and Background of the Assessment Components included in the RFP

This overview is not intended to encompass all elements and details of the development and implementation of the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History that are aligned to the Mississippi College- and Career-Readiness Standards (MS CCRS) for Science, and the future *MS CCRS for Social Studies*, but rather to state the overall goals that the successful Offeror must agree to jointly accomplish with the MDE.

As described earlier, the purpose of this RFP is to procure a Vendor that will assist the state in the development and administration of MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History. Mississippi's science standards are new, and have been piloted in the field for one school year. During the 2017-2018 school year, MDE field tested science items that were written to the new science standards. While some form of science item bank will be available to the Vendor, the MDE expects the Vendor to supply an item bank that is aligned to the *MS CCRS for Science*. MDE is also open to item sharing among other states, if available. A combination of shared items along with custom item development would also be considered. The Vendor will partner with the state to operationally implement the science assessments in the 2018-2019 school year. Similarly, new U.S. History standards will be introduced to the field in 2019-2020. Therefore, the Vendor will use MDE's existing U.S. History item bank to operationally test in 2018-2019, while field testing newly developed items. The Vendor will partner with the state to write U.S. History items, so they are operational in the 2019-2020 school year. A summary of the key features for the assessments is provided below.

Summary

1. The assessments will include a variety of items types, including multiple choice, constructed response, writing, technology enhanced, and performance tasks. A few item clusters are also desired per grade/course that would include development of a short passage or stimuli with items developed from relevant performance objectives.
2. The MAAP-EOC Biology assessment will count as a graduation exam for students in the following years: 2018-2019, 2019-2020, and 2020-2021.
3. Beginning with the 2021-2022 school year, the EOC Biology assessment will yield results that will factor in 25% of a student's final average. If after this computation, the student fails the course, then the student would have to retake the EOC assessment.
4. The MAAP-EOC U.S. History assessment will count as a graduation exam for students in the following years: 2018-2019, 2019-2020, 2020-2021, and 2021-2022.
5. Beginning with the 2022-2023 school year, the MAAP-EOC U.S. History assessment will yield results that will factor in 25% of a student's final average. If

after this computation, the student fails the course, then the student would have to retake the EOC assessment.

6. Students should be tested in a technology-based assessment model, although some students that require accommodations may require paper and pencil versions (including braille and large print).
7. The MAAP-SCI for grades 5 and 8 and the MAAP-EOC assessments for Biology and U.S. History will be online in the fall of 2018. The online assessments must work with a variety of devices, such as PCs, Macs, iPads, Chromebooks, Windows tablets, or other online devices that may be available to schools in the future.
8. Results from the assessments will be used for school/district accountability and the EOC in Biology and U.S. History will be a graduation requirement/count 25% of a student final grade; therefore, these assessments must be legally defensible in nature.
9. Score reports will be customizable for districts, schools, teachers, students, parents, and other audiences.
10. Offeror must demonstrate the ability to be flexible to meet Mississippi requirements and timelines.

Details and the specific requirements that the Offeror must meet are included in the SOW section (D2) of this RFP. General information about the assessment components, as well as key MDE offices, can be found below.

State Standards

The new assessments must be based on the latest standards adopted by the state in the areas of science for grades 5, 8, and Biology and in the area of social studies for U.S. History. The *Mississippi College- and Career-Readiness Standards (MS CCRS) for Science* provide a consistent, clear understanding of what students are expected to know and be able to do by the end of each grade level or course. The standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that students need for success in college and careers and to compete in the global economy. The standards are designed to ensure that students graduating from high school are prepared to enter credit-bearing entry courses in two- or four-year college programs, without remediation, or enter the workforce. When completed, the *Mississippi College- and Career-Readiness Standards (CCRS) for Social Studies* will follow the same guidelines.

Mississippi College- and Career-Readiness Standards (MS CCRS) for Science

ORGANIZATION

1. The *MS CCRS for Science* is organized by grade level (grades K-8) and by course at the secondary level (grades 9-12).
2. The *MS CCRS for Science* document takes a big step forward in integrating many of the concepts outlined in the National Research Council's (NRC) *A Framework for K-12 Science Education: Practices, Crosscutting Concepts, and Core Ideas*. This research was used in the development of the Next Generation Science Standards (NGSS), however, MS did not adopt the NGSS. A crosswalk between MS CCRS for Science grades 5 and 8 with Next Generation Science Standards (NGSS) is available upon request.

3. The content in the *MS CCRS for Science* was determined by research from the NRC source and several other sources including the National Assessment of Educational Progress (NAEP) Framework, ACT College- and Career-Readiness (CCR) Benchmarks, and the Trends in International Mathematics and Science Study (TIMSS). Other state custom standards were also used as references.
4. Science and Engineering Practices (SEPs) replaced the Inquiry Strand in the in the 2010 Science Framework. Beyond integration within the standards, these practices must be mastered by students in order to produce a more scientifically literate citizenry and develop students that are more excited about STEM topics and careers. Crosscutting concepts are also emphasized.
5. **Science and Engineering Practices (a brief overview)**
 The practices describe behaviors that scientists engage in as they investigate and build models and theories about the natural world and the key set of engineering practices that engineers use as they design and build models and systems. The eight practices are not separate; they intentionally overlap and interconnect. As explained by Bell, et al. (2012), the eight practices do not operate in isolation. Rather, they tend to unfold sequentially, and even overlap. For example, the practice of “asking questions” may lead to the practice of “modeling” or “planning and carrying out an investigation,” which in turn may lead to “analyzing and interpreting data.” The practice of “mathematical and computational thinking” may include some aspects of “analyzing and interpreting data.” Just as it is important for students to carry out each of the individual practices, it is important for them to see the connections among the eight practices.

Organization of Science Content in Grades K-8

The K-8 has three content strands and specific disciplinary core ideas. The list below describes the organization.

Life Sciences

1. Hierarchical Organization
2. Reproduction and Heredity
3. Ecology and Interdependence
4. Adaptations and Diversity

Physical Sciences

5. Organization of Matter and Chemical Interactions
6. Motions, Forces, and Energy

Earth and Space Science

7. Earth’s Structure and History
8. Earth and the Universe
9. Earth Systems and Cycles
10. Earth’s Resources

Please note that all content strands are included in K-8 but some of the disciplinary core ideas may not be included due to the spiraling of the content to emphasize certain topics of study.

The format of the *MS CCRS for Science* is outlined below.

Grade-Band Overview

Grade Level Theme (K-8)

Grade Level (K-8) or Course Overview (9-12)

Grade Level: Content Strand (K-8); Course Name (9-12)

Disciplinary Core Idea (DCI)

Conceptual Understanding

Standard

Performance Objectives

Content Standards

The content standards are found in grades K-8 and in all courses in grades 9-12. The standards are a general statement of what students should know and be able to do because of instruction. These statements were previously called “competencies” in the 2010 MS Science Framework.

Performance Objectives

The performance objectives are detailed statements of content and skills to be mastered by the students. Performance objectives are specific statements of what students know and can do because of the science instruction at each level. These statements contain the science and engineering practices (SEPs) and inquiry verb language.

Please see Appendix A for more details about the *MS CCRS for Science* organization and standards from grades 5, 8, and Biology.

Office of Academic Education

Additional information on the *MS CCRS for Science* can be found on the science homepage:

<http://www.mde.k12.ms.us/ESE/science>

Current information on the *2011 MS Social Studies Framework* can be found on the social studies homepage. When completed, additional information on the *MS CCRS for Social Studies* can be found on the social studies homepage:

<http://www.mde.k12.ms.us/ESE/SS>

Office of Student Assessment

Information on the Mississippi Statewide Assessment Programs can be found at the following website for the Office of Student Assessment (OSA):

<http://www.mde.k12.ms.us/student-assessment>

D1-1. Overview of the Mississippi Science Assessment for Grades 5 & 8 and End of Course in Biology and U.S. History

Overview

The successful Offeror will assist MDE in developing a MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History to be administered to students enrolled in Grades 9 – 12 that are aligned to the current standards for the 2018-2019 school year, and the revised U.S. History standards beginning in 2019-2020. An overview of the information on the content standards that are currently being used in 2017-18 is provided below.

1.1 Alignment with the Mississippi College- and Career-Readiness Standards (MS CCRS) for Science

- a. Committees of Mississippi teachers who have been selected by the MDE will write, review, and approve the teacher created and offeror developed items that appear on these assessments.
- b. The Offeror will provide content specialists to lead and oversee the development of teacher created items through item writer workshops
- c. The assessments must be aligned with the *MS CCRS for Science* and the future *MS CCRS for Social Studies*. The results of these assessments will provide information that will be used for the purpose of improving student achievement and also be used in Mississippi's school accountability system.

1.2 Test Development for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History

- a. These will likely need to be custom-developed tests. The Offeror may propose a customized assessment, and/or products and services derived from existing products developed and published by the offeror or another provider, or developed as part of other initiatives. It is crucial that the assessments be aligned to Mississippi's Science and U.S. History Standards, be ready for use in the 2018-2019 school year, allow for field testing of new items that are aligned, and result in reliable and valid scores that will be reported for accountability purposes. The Department expects field test items to be developed and appear alongside operational items in year 1 to allow for customized assessments in years 2-5. Off the shelf products will not be considered acceptable by MDE unless they completely meet all state requirements.
- b. For the purposes of this RFP, test development includes all the tasks necessary to develop assessments that are reliable, provide content-oriented evidence of validity for the high stakes assessment of schools, and are technically sound. Test design, item development, and item try-outs shall begin during school year 2018-2019 and continue each year. With signing of the contract, item development should commence immediately for a custom-developed assessment. New and innovative types of items can be tried out in cognitive labs or pilot try outs.

- c. All items specifically developed for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History shall become the property of the MDE.
- d. The tests shall consist of a combination of multiple-choice (MC), constructed response (CR), writing tasks, and technology enhanced (TE) items, as well as performance tasks (PT) types of items that measure student knowledge, skills, and abilities in depth. The representation of higher cognitive complexity should be in sync with the complexity level of the standards. Test forms will include all of these item types as appropriate while bearing in mind the length of time to administer the assessments must not be longer than the amount of time currently spent for testing in the state. Currently, the 5 & 8 science assessment is capped at 3 hours, while the EOC Biology and U.S. History is untimed, but can be completed in one sitting.
- e. Special population students (e.g., students with disabilities and students with an established 504 plan) will be given all reasonable testing accommodations (more details on the types of accommodations used in Mississippi are provided in a later section of the RFP).
- f. Because of the high stakes nature of the Mississippi Statewide Assessment Program, it is essential that the assessments are legally defensible as well as reliable and valid. Item content review and bias review processes shall include Mississippi teachers.
- g. Practice tests will also need to be developed for use on an online system. More details are provided in a subsequent section of the SOW.

1. Materials and Training

- a. Each year, the offeror shall develop and provide a combined District Test Coordinator (DTC), School Test Coordinator (STC) Manual, and a separate Test Administrator Manual (TAM) to be provided electronically in PDF format. This manual will be reviewed at the DTC/STC Training Sessions that are scheduled prior to each test administration for the assessments. More details on the various manuals that are used are included in following sections of the SOW.
- b. The offeror shall provide a variety of training materials (described in detail in a later section of the RFP), as well as an interpretive guide to assist Mississippi educators in interpreting and using the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History results for instructional improvement.
- c. The offeror shall also provide sample items, or an item bank, that includes items that cover the objectives specified in each reporting category listed in the test blueprints, for use by Mississippi teachers. These items will be representative of all items used on the test forms for the assessments.

2. Test Administration

- a. For MAAP-SCI, the first administration of the Grades 5 and 8 science tests will be delivered primarily online in spring 2019. The tests will be given in later April or May of each school year. The Offeror must propose a system that will deliver the tests by computer to all schools through the state.
- b. For the MAAP- EOC, there are two separate online test administrations. The first is for in Biology and U.S. History, which begins in fall of 2018 (typically in the last week of November and the first two weeks in December). The second test administration is delivered online in spring of 2019. Spring tests will be given in late April or early May of each school year. Each test must not be longer than the amount of time currently spent for testing in the state. The Offeror must propose a system that will efficiently deliver the tests by computer to all schools throughout the state.
- c. After the first live administration in fall of 2018 for EOCs and spring of 2019 the test forms will be considered established. New tests will be administered each Fall/Spring of every following year to all students in the designated grades and to all special education and ELL students whose instructional levels correspond to the designated grades. Each form of the test shall be parallel.
- d. The Offeror should propose a plan for including all newly developed items into a robust item bank that is fully digital and meets the current interoperability standards with respect to Schools Interoperability Framework (SIF)/ Question and Test Interoperability specification (QTI)/ Accessible Portable Item Profile (APIP), etc. Specifically, the Offeror should address how the items meet the core conformance criteria of APIP and compliance with the Common Education Data Standards (CEDS) standard (more details on technical requirements in a subsequent section).

3. Test Results and Reporting

- a. MDE wishes to have equating and scaling done in a manner that produces accurate results and produces a vertical scale for these tests. The offeror will be responsible for proposing a methodology for this.
- b. MDE along with MS educators will need to determine five (5) proficiency levels via a standard-setting process to be conducted following the spring 2019 science assessment, as well as, a standard setting following the spring 2020 U.S. History assessment. New Performance Level Descriptors (PLDs) and cut scores will be developed for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History.
- c. The offeror should have a process in place to reconcile and validate student records with data from MDE's student information system.
- d. For the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History, results must be reported to districts and to the MDE no later than May 31st each

year (except for science in Year One, and U.S. History in Year Two, when a standard setting must be conducted before scores can be reported. The established cut scores must be provided to MDE by June 30, 2019 and June 30, 2020 for USH). Test results will be reported at the state, district, school, classroom, and student-level. Test results will include frequencies, proportions, mean/standard deviation of scaled scores, and standard errors where appropriate.

- e. For Biology and U.S. History, scores must be returned in time to allow districts to incorporate the student's scale score as 25% of their overall average. Graduations in Mississippi typically begin around May 15 of each year.
- f. Any changes to items or scores in a previously submitted results file must include a new submission of the entire corrected results data file to MDE. The Offeror will confirm these requirements in their proposal.

4. Program Management

Program management shall encompass those responsibilities and assignments of personnel necessary to ensure that all tasks specified in this RFP are completed successfully and according to the timelines specified by the MDE. The MDE reserves the right to interview and approve the Program Manager and/or significant staff, including content leads, selected by the offeror and has the right to request that the Program Manager be replaced if the MDE determines that Program Manager has not been successful. Specific details on the requirements for program management are presented in a later section.

D1-2. General Information on the Mississippi Student Populations by Grade

Testing Volumes

The following table is based on 2016-2017 student enrollment which provides information on the expected number of test takers each year.

Note: These numbers should be used as estimates for the expected number of test takers in the different assessments.

Number of Students Testing in Subject Area: Fall 2016 and Spring 2017

Science: Spring 2017

Grade	N
5	35,684
8	34,334

Biology I: Fall 2016

Grade	N
9	3,680
10	3930
11	2,048
12	666

Biology I: Spring 2017

Grade	N
8	258
9	16,007
10	11,317
11	1,634
12	325

US History: Fall 2016

Grade	N
9	12
10	790
11	5,979
12	3,225

US History: Spring 2017

Grade	N
9	74
10	2,692
11	23,241
12	1,253

Key Test Dates

The latest information on the Mississippi Statewide Testing Calendar with dates for key assessment activities and test administration dates can be found at

<http://mdek12.org/OSA>

Note that this information is periodically updated by MDE, Offerors should access the link shown above for the latest information. Offerors should base their planning on the most recent statewide calendar.

D2. Scope of Work and Requirements

Introduction

The Scope of Work (SOW) and Requirements section consists describes the following components and requirements for Mississippi's assessment system:

- a. This section details the activities and services required of the Successful Offeror(s) for each component. Some of the tasks listed recur throughout the life of the contract (e.g., item development, item analysis, data files, reports, etc.) and other tasks will be completed once in the life of the contract (e.g., standard setting). It is the Offeror's responsibility to fully understand the SOW and to project the scope through the potential life of the contract, including any extensions.
- b. Offerors are encouraged to suggest cost-efficiencies whenever possible while still maintaining the technical quality, integrity of the assessments, and the requirements of this RFP. Proposals must include a detailed plan of action that describes how each of the following tasks will be accomplished.
- c. The text below is outlined by component, responsibility, requirement and specification. In its narrative, the Offeror must specifically identify and submit a complete response to each requirement and specification, when present, for each assessment component. The narrative must follow the order presented in sections of the RFP. The numbered sections in this part of the RFP provide detailed descriptions of the work required to accomplish the major project tasks presented above. Proposals submitted in response to this RFP shall include a detailed plan that describes how each of the tasks specified below will be accomplished.
- d. In the SOW, details of the assessment activities are addressed for each of the components that are part of this procurement. The RFP includes all specific activities for development, operations, test administration, and delivery of accommodated items and forms, psychometric work, technical support, data and reports, and full implementation of the testing programs. The broad scope of work includes, but is not limited, to the following:

1. Item and Test Development

- 1.1 The MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History must be based on the appropriate State Content Standards that were presented in the previous section.
- 1.2 If the contractor proposes to use existing assessments that have been modified or augmented for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology in Year 1 of the contract, the contractor must provide strong evidence of the alignment of their tests to the Mississippi CCR science content standards. The evidence should come from an independent 3rd party alignment study and not from the contractor's staff or subcontractor.

- 1.3 Development of new items for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History tests will begin in July 2018 and will be field tested online when the operational assessment is administered in spring 2019. U.S. History items written to the new standards will be field tested in Spring of 2019 and will be operational in Fall 2019 and Spring 2020.
- 1.4 The MDE and Offeror shall work closely with the Mississippi Science and U.S. History Test Teacher Committees to maintain general and appropriate test blueprints. The contractor shall review and update test and item specifications that conform to these blueprints, develop test items, and construct the appropriate number of equated test forms that correspond to the blueprints. Proposals shall include a detailed Item Development Plan that describes how these tasks will be accomplished. The contractor shall update the test blueprints if necessary (based upon the general blueprints designed by the Mississippi Test Teacher Committees). The final blueprints will serve as the roadmap for item development and should not change once defined. They shall be based upon the consensus of the Teacher Committees and must be approved by the MDE.
- 1.5 Test items will be written and reviewed by Mississippi Science and U.S. History Test Teacher Committees, whose work examines the specific content standards that are addressed by the assessments. Once the MDE, in cooperation with the Teacher Committees, has approved the specific content to be measured by the items, the contractor shall provide technical support and consultation during the development and review of new items that are aligned with the currently identified standards. The most appropriate and knowledgeable content representatives of the contractor shall attend the meetings necessary to accomplish this task. In the event that the Mississippi CCR Science Content Standards and future U.S. History Standards undergo substantial revision to the extent that it becomes necessary to establish new proficiency levels, the contractor shall work with the MDE to accomplish this task.
- 1.7 Item development. New items for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History tests shall be developed by Mississippi teachers utilizing an item writer workshop approach. The contractor and MDE will provide high quality and effective item writer training to selected Mississippi teachers. The contractor must follow Universal Design rules and the items must be AIP compliant. The minimum credentials for item writer trainers, content leads, as well as those supervising the writing, are a four-year degree in the content area and experience in large-scale assessment development. Items are reviewed until the Teacher Committees have approved a sufficient number of items to develop the required number of operational and field test forms. MDE expects a 95% acceptance rate of all items presented at item reviews. The committees have authority to reject, revise, and accept items. The final decision regarding items will rest with the MDE.
- 1.8 The contractor shall be responsible for providing and developing appropriate items in sufficient quantities to produce an appropriate number of equated

forms of each test, as well as sample item banks for each test. The contractor may use Mississippi educators to assist in the item development process and must use Mississippi educators in the item review and bias review processes. Costs associated with the use of Mississippi educators shall be borne by the contractor and reflected in the cost proposal. Mississippi educators shall review the test items for possible bias (gender, race, culture) and for alignment with the Mississippi CCR Science Standards and U.S. History Standards that have been identified by the Committee.

- 1.9 For cost purposes, Offerors should plan to develop enough items for use in developing a core form that includes field test items for both grades 5 and 8 Science, Biology in 2018-2019 and U.S. History in 2019-2020. A new core form will be developed each year. Ten field test items will be included in each form developed. Total numbers of items to be developed should be broken down by content area, item type, and grade level. The number of items to be developed will be based on the Item Development Plan and the number of forms for the 2018-2019 administration. A dditional item development requirements for subsequent years are discussed below.
- 1.10 If the vendor develops new/innovative/unique item types for use in these tests, some of these newly developed assessment items may need to undergo limited item tryouts in fall 2018 before being included in the forms for use in 2019. New and innovative types of items can be tried out in cognitive labs or pilot tests/try outs in fall 2018. If proposed, the Offeror should describe plans for conducting these reviews of the items.
- 1.11 The MDE and the Office of Student Assessment expect minimally a 95% acceptance rate by item review committees for the number of items developed each year of the contract. The contractor will have to revise items or develop additional items at no additional cost to the MDE should the MDE acceptance rate fall below 95%.
- 1.12 The contractor will implement a spiraled student level sampling design to capture reliable and valid data for field-test items. The MDE must approve the sampling plan.
- 1.13 Development of MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Test Forms. A sufficient number of forms for field testing shall be developed. As noted above, Mississippi wishes to use a design with at least one operational form (core items), and several field test forms containing different sets of items for field testing. The number of forms that are needed has been driven in past years by field testing requirements and to build the item bank. The number of forms may vary based on the item development plan and how many items MDE needs. Vendors will propose a plan for use of one core form and a separately costed option for two core forms.
- 1.14 In April-May 2019, the online operational forms with embedded field test items shall be administered by the new contractor. MDE does not want to conduct a

standalone field test in 2018-2019 or subsequent years but rather use an embedded field test items approach.

- 1.15 Each of the test administrations for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History should be completed in a one-day session. There will not be a separate performance-based assessment session. MDE does not want the tests to be overly long, but students must have adequate time to respond to all the items in a test form, including any performance tasks that are used.
- 1.16 For proposal development purposes, Offerors shall assume that each assessment form will contain approximately 50-60 items total for grades 3 – 8 (50 operational items plus 10 items to be field tested). A mix of item types is required.
- 1.17 All items specifically developed for the summative assessments will become the property of the MDE.
- 1.18 Offerors will also need to develop practice tests for the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History tests. Practice tests will need to be made for online use, as well as in Braille. MDE is interested in cost effective ways to do this. A practice test in each content area at each grade level (5 and 8 and both EOCs) will be needed prior to test administrations in the first year. Braille practice tests also need to be available in the same timeframe as print. As an option, Offeror will propose a plan to efficiently develop a total of three practice tests over a three-year period for each content area based on new or previously used items. About 25 items should be in each practice test. One practice test must be available for use prior to operational testing in 2019. Plans for the development of new practice test forms based on the new items that will be developed should be proposed, along with a separate price for this as a cost option. (Note: Offerors are required to provide this information and complete the cost worksheets.)
- 1.19 The Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Assessments shall accommodate the assessment of students with disabilities (SWD) and English Language Learners (ELL). Allowable and non-allowable accommodations shall be identified in publications provided by the contractor. Current accommodated materials include large print forms, Braille forms, teacher-read directions, and Read Aloud Forms (oral scripts that are exact copies of the test to be read aloud to students with reading accommodations). MDE plans to use the student's IEP and develop a *Personal Needs Profile with the vendor* to identify appropriate accommodations for individuals that need them. MDE also will use APIP standards for the delivery of items to students with special needs. The Offeror must describe in detail its plans for ensuring quality control of the accommodated materials commensurate with a high stakes assessment program. The Offeror will also need to describe how the accommodations will be delivered in an online testing environment. In addition, contractor should be able to demonstrate that scores for students with disabilities and ELLs based on accommodated administrations will allow for valid inferences about student performance
- 1.20 Large-print and Braille forms shall be prepared and available for each test administration each school year. Braille forms will be reviewed by the state, typically

by experts that are brought in to do this task. Refreshable Braille must be available to accommodate blind students taking the assessments online. Graphics that are not available in refreshable Braille would have to be provided in paper format for the student to have a mixture of tactile graphics with their refreshable Braille. These special forms would need to be produced and shipped by the vendor. If the tests are provided online with screen reader software and/or refreshable Braille, then the vendor must ensure that these tests have keyboard (not mouse) accessibility.

1.21 For cost estimation purposes, Offerors shall assume a total of 75 copies of the large print edition and 15 copies (per grade/assessment) of the Braille edition for each administration of the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History tests. More details are provided later in the RFP. Cost proposals should indicate the cost for the development of large-print and Braille booklets and the cost per booklet. Offerors should indicate who will prepare the Braille versions of the assessments and their past experience in doing so. Enrollment information collected from districts will indicate the specific number of large-print and Braille booklets that shall be provided each year.

1.22 The MDE has not needed breach forms for the assessments in the past. However, MDE is interested in having these forms for emergency purposes in the future. Therefore, as a separate pricing option, a breach form should be proposed for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History in each grade/EOC. MDE is interested in ideas for doing this *efficiently* to save money and is interested in receiving ideas from the Offeror as to how to do this efficiently. The Successful Offeror shall make the forms available in PDF format should MDE need to administer a breach form of the assessment. Where possible, it is the expectation that the same breach form will be used for the life of the contract, including any extensions. The breach forms will need to be available online.

1.23 The contractor shall deliver a Technical Manual in the summer of 2019 that provides details of the test development process, validity and reliability of the assessments, psychometric analyses, data and reports, and standard setting information for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History assessments. A new technical manual will be needed each year of the contract. (More details on the contents of the technical manual are provided in a subsequent section of the SOW.) In addition, our current technical manual is available upon request.

2. Item Bank for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History

MDE desires to have rights to the item bank that is developed for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History, and increase its size in future years. MDE wishes to grow the item bank aggressively in the initial years of the contract. The growth of the item bank for each area will be determined by any gaps in the item bank needed to fulfill the test blueprints and alignment to CCR standards. As new items are written based on the current Science and U.S. History standards and item/test specifications, they will be included in the item bank. MDE

expects the Offeror to transfer the items to it in an electronic format at the end of the contract.

- a. For cost purposes, the Offeror shall plan to deliver enough items to create one form per year for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History. For future years, item development will be needed to replenish the item bank from usage of items in new forms. Offerors shall prepare a response to the RFP based on developing enough items to fulfill MDE requirements for the new forms, breach forms (cost option only), retired/released items, etc. without regard to the current item bank. Item refresh rates will be based on state needs for different types of items. For example, the rates will be higher for performance tasks (100%) than technology enhanced items (50%), and constructed and selected response items (25%). MDE is interested in a cost-effective way to use these items to maximize their utility, such as cycling them for administration and using them again before retiring them.
- b. The actual annual plan for item development (post award), including the development needed to replenish the item bank, will be determined by MDE and the contractor based on the current status of the item bank and other MDE needs. A thorough review of the item bank by the Offeror and MDE will reveal the number of items that need to be developed by item type (MC, CR, TEI, PT, passage), grade, performance level, etc. Changes in the number of items actually developed vs. those costed in this proposal resulting from net changes in the number of items in the item bank will be accounted for as a scope change (positive or negative) and priced at the same per item development rate as submitted in the Offerors cost submission. For costing purposes vendors should assume enough items to develop one additional form per grade and subject area will be developed over the first three years to populate the item bank.
- c. The electronic item bank will be updated in a format mutually agreed upon on a continuing basis and will be maintained by the contractor. The contractor will be expected to respond to requests for data and information using the bank throughout the life of the contract.
- d. Once a year prior to the fall Planning Meeting, the Item Development Plan will be delivered by the vendor to the MDE. The Item Development Plan using the most updated information and data from the Item Bank will be discussed, finalized and approved by MDE during or no later than two weeks following the fall Planning Meeting.

3. Support Materials and Test Administration Manuals for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History

- 3.1 A combined district test coordinator (DTC) and school test coordinator (STC) manual shall be prepared and provided electronically in PDF format annually for each test administration. This DTC/STC manual will contain detailed information regarding the following: handling secure and non-secure testing materials, pre-

testing activities, registering students to test, conducting standardized administrations of the assessments via online testing, packing testing materials for return to the contractor, and solving any problems that arise. The contractor shall submit the manual to the MDE for approval prior to posting electronically.

Test administration manuals (TAMs) shall be prepared annually for each test administration. These manuals will be electronic PDF in format and used by test administrators and proctors during the actual administration of the tests to students. The contractor shall submit the test administration manuals to the MDE by January 15 for approval prior to posting electronically.

3.2 Interpretive guides that assist teachers and administrators in interpreting the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History assessment results shall be prepared for online distribution to all principals and teachers. The contractor shall submit these guides to the MDE for approval prior to posting online.

3.3 All manuals should also be provided to the MDE as PDFs. MDE will post these online on its state Department of Education website. The vendor will also post them online on its state assessment portal along with other assessment resources.

3.4 MAAP-SCI for Grades 5 & 8, and MAAP-EOC in Biology and U.S. History Assessment Administration via an Online Test Delivery System. Mississippi has fully transitioned to online assessment administrations. In Year 1 of the new contract, all students will take the tests online, except for those with specific disabilities or accommodations that don't allow for online testing.

3.5 MDE requires that the Successful Offeror provide a hosted infrastructure service solution that integrates with existing MDE/district data systems. Ideally, the Successful Offeror will host an end-to-end online testing service, given pre-loaded student demographic data from the state and/or district systems. The system shall be fully functional and capable of independent operation between districts and the Successful Offeror without state-level mediation. The system proposed for use in this RFP shall have been in place at least two years and have a track record of operational excellence in delivering high stakes assessments for states. In addition, the system must include front-end data validation (e.g., the same student identification number cannot appear in multiple locations for administrations occurring on the same day; if the data from the district package and MDE Data Management System are not consistent then there should be rules to reconcile the data, etc.).

3.6 MDE currently utilizes a four (4) week testing window and will likely continue at the discretion of MDE.

4. Distribution and Collection of MAAP-SCI for Grades 5 & 8, and MAAP-EOC in Biology and U.S. History Testing Materials

- a. For large print and Braille test booklets used in the MAAP-SCI for Grades 5 & 8, and MAAP-EOC in Biology and U.S. History assessments, as well as any paper and pencil booklets that may be needed for students with special needs, the contractor shall provide materials to support the safe

and efficient distribution and return of all testing materials. It is expected that only a small number of these materials will be needed.

- b. Large Print and Braille test booklets used in the MAAP-SCI for Grades 5 & 8, and MAAP-EOC in Biology and U.S. History assessments must be sealed when delivered by the vendor to MDE.
- c. Materials delivery and collection activities must conform to a rigid date/time schedule set by the MDE. This schedule should be determined by the vendor and approved by MDE.

5. Procedures for distribution and return of materials, as well as instructions for packaging all testing materials for return, will be pre-approved by the MDE in order to ensure consistency with procedures followed with other assessments administered through the Mississippi Statewide Assessment System **Score Reports for MAAP-SCI for Grades 5 & 8, and MAAP-EOC in Biology and U.S. History Assessment Results**

6.1 Test items shall be scored according to procedures developed by the offeror and the MDE. The offeror and the MDE shall mutually agree upon details of the scoring procedures. More details on scoring requirements are provided in a later section of the RFP.

6.2 The assessment results for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History shall be reported in an easy to read format and the reporting system shall be designed to complement classroom instruction in order that teachers may become proficient in utilizing assessment results to improve instructional programs.

6.3 Summary reports shall be prepared at the state, district, and school levels. The same data reported on the individual student report must be aggregated for state/district/school reports. Additionally, state/district/school reports must provide disaggregated data by student population and trend data. Electronic reports must be generated that summarize the performance of the state/district/school on all components of the assessment taken and on any sub-domain or instructional objective sub-score. Specific information to be included on score reports and report formats will be determined and approved by the MDE.

6.4 At a minimum the individual score report will include a definition of CSEM as it applies to the specific assessment, the scale score and performance level for each content area tested and the total number of points possible and total number of points correct for each competency. Individual score reports will be printed for each student, and summary reports will be printed at the class, school, district (to include a roster of schools within the district), and state levels. A list report or class roster will also be provided. MDE also wants to obtain data at the item level for state reports.

6.5 Reporting of standard errors is a requirement per the American Educational Research Association (AERA), the American Psychological Association (APA) and

the National Council on Measurement in Education (NCME) joint standards. The offeror may consider error band graphics (such as a bar chart displaying student scale score, school scale score mean, and district scale score mean) and explanatory narrative desirable on all reports where appropriate. Proposals should also include sample student, summary, and list score reports. Sample score reports for the assessments are available upon request.

- 6.6 MDE is open to innovations in reporting approaches, such as use of a secure web-based reporting tool that can be accessed by appropriate end-users, possible use of a dashboard for score reports, and/or a system that allows for users to manipulate the data and get various breakdowns of the results. Offerors are encouraged to propose new and innovative ideas for score reporting.
- 6.7 Specific information to be included on score reports shall be determined and approved by the MDE. Formats for score reports shall be developed and/or revised. Individual score reports shall be printed for each student, and summary reports shall be printed at the classroom, school, district, and state levels. The exact format of the score reports will be determined in meetings between the offeror and the MDE prior to printing and distribution. After the report formats have been determined, the offeror shall prepare accurate printed examples of the reports using mock data. The offeror shall submit the report mockups to the MDE for approval.
- 6.8 Following each test administration, the offeror shall ensure that the data on all reports are accurate and correct. This quality control of data/reports and approval process shall be designed to be completed within a very short time frame (two to three days).
- 6.9 After approval by MDE, the offeror shall post all of the score reports for the districts to download as early as possible, no later than **May 31st** each year.
- 6.10 Score reports for online assessment administrations of the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History will be provided to districts and to MDE according to the following specifications:
- Online reports will provide information that indicates areas of weakness to be used for remediation and instructional purposes.
 - PDF's of the Student Rosters with their scores will be posted to the district folders in a secure website for MS districts within four (4) weeks of the online test administration of given dates for each administration.
 - Given that there will be standard setting in Year 1, the reports and student rosters listed above will be due to districts by **July 31, 2017**. Offeror's should address the feasibility of this date in their responses to the RFP.

Note: MDE will not receive paper reports; only electronic versions of all reports need to be transmitted to MDE.

- 6.11 At the time of posting the electronic reports, the offeror shall provide computer-readable student level and summary data files to the MDE. The offeror and the MDE will mutually agree upon the exact format of the data files. Offeror will provide direct

electronic transfer of these data files to the MDE via Secure File Transfer Protocol (SFTP). The Student Data File will be transmitted via a secure SFTP site no later than five weeks after the last scheduled date of the online administration. The computer readable data file will include an indicator that specifies whether the student's biographical information was pulled from a pre-ID label or was hand-gridded. The Offeror shall indicate how it proposes to do this.

- 6.12 The Successful Offeror shall maintain security of all individual test results. Individual test information shall be made available only to MDE, authorized school district personnel, and other entities identified and authorized by MDE. The Offeror shall indicate how it proposes to do this.

Note: Details of the general activities that are required for the work on the assessment, such as item writing and review, psychometric analysis, data files, trainings, etc., are included in the fourth section (D2-4) of this SOW.

D2-4. General Requirements for All Assessment Components

Listed below are specific requirements that apply to the MAAP-SCI for Grades 5 & 8 and MAAP-ECO in Biology and U.S. History

1. Corporate capacity
2. Meetings
3. Item writing and review
4. Item bank for both assessment components-general requirements
5. Support materials for test administrations
6. Administration of online assessments
7. Training and support
8. Customer service
9. Processing and scoring of assessment materials
10. Psychometric analysis
11. General requirements for data files and reporting of assessment results
12. Quality assurance (QA)
13. Test security
14. Professional development (PD)
15. General program management
16. Transition plans

Offerors must address in detail the tasks/activities for each of the following topics in their proposal.

1. Corporate Capacity

- 1.1 The Offeror must present a description of their corporate capabilities. The Offeror shall provide the company's history, including the number of years that it has been in business, buyouts, takeovers, IPO's, bankruptcies, litigations and claims, etc. within the last 5 years, or for that period which the firm has been in business, if less than 5 years. The Offeror shall provide their principal place of business and, if different, the place of performance of the proposed contract. The Offeror shall also provide the

age of their business and an average number of employees within the last five years.

- 1.2 Situations arising in assessed Liquidated Damages (LDs) and/or service offsets must be described with their resolution, along with the amount of the LDs or provided additional services. (See following section on LDs for more details.)
- 1.3 A general description of the Offeror's capabilities and capacities related to development, production, shipping and receipt, administration of online assessments, scoring, data processing, reporting and psychometric activities shall be included. Responses must demonstrate that the Offeror meets, at a minimum, the mandatory qualifications presented at the beginning of this component. The description shall also identify the number of employees in the company and the company's location(s), including any presence in Mississippi. The overall capacity of the Offeror's organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be provided.
- 1.4 Specific examples of the Offeror's work products, such as test and item specifications, items, forms, technical manuals, research reports, technical services, etc., should be identified under the relevant requirements and specifications and provided in attachments as appropriate. MDE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.
- 1.5 Company Experience. The following Offeror qualifications are required to ensure that effective services for the described project are achievable:
 - a. Documentation of expertise
 - b. Technical competency in all areas identified in the SOW
 - c. Further evidence of experience should be evident in responses to specific requirements and specifications as appropriate.
- 1.6 Organizational Structure. Organizational charts, including identification of Executive and Key Personnel, for the Offeror as a whole and for the MDE project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Offeror's departments and subcontractors, where appropriate. The Offeror shall also describe its escalation process for resolving any offeror/client disagreements.
- 1.7 The executive team member directly in charge of overseeing the MDE project shall be identified. This member shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award. Changes to the assigned executive team member, except for those resulting from separation of services, require prior written consent by MDE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by MDE.

- 1.8 Use of Subcontractors. Throughout this document, the terms “Offeror(s)”, “Successful Offeror(s)”, and “Offeror(s)” are also assumed to include subcontractors where appropriate and applicable. If the Offeror proposes to subcontract any part of the work, the Offeror’s response must refer to the subcontractors where appropriate. Within the relevant requirements and specifications, a description of each proposed subcontractor’s role in the project, qualifications to perform that role, management structure, key staff assignments and qualifications of assigned staff shall be included. MDE reserves the right to approve all subcontractors.
- 1.9 If the Successful Offeror has discovered fault with a subcontractor named in this RFP, the Successful Offeror has the obligation to inform MDE immediately and the appropriate steps must be taken by either the subcontractor or the Successful Offeror to correct the problem prior to that problem resulting in substandard performance or non-compliance. The Successful Offeror shall remain responsible for the performance of its subcontractors.
- 1.10 Time Allocation of Key Personnel and Services. The Offeror shall provide a list of key staff, including but not limited to, the program manager, program coordinator(s), lead psychometrician, content development lead, content specific area leads, technology lead, special populations consultant, scoring manager(s), production manager(s), and publication staff, as well as all staff assigned 0.20 FTE or greater to this assessment component. Each staff member’s assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated by key staff to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.
- 1.11 The Offeror shall affirm in the response to this request for proposals that should the contract be awarded, all key personnel proposed shall be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.
- 1.12 MDE reserves the right to interview and approve all key staff, including subcontractor staff. Throughout the life of this contract, and any extensions, changes to the assigned program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, special populations consultant, and technology consultant, except for those resulting from separation of services, will require prior written consent by MDE. In the event that MDE requests removal of specific personnel, the Successful Offeror shall provide acceptable replacement(s) with no impact to the project. Replacement(s) shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by MDE.
- 1.13 All personnel who will work at school sites may be required to be pre-approved for site access via a criminal background check paid for by the Successful Offeror.
- 1.14 Staff Qualifications and Experiences. Qualifications of all key personnel shall be presented in the Offeror’s proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

- 1.15 MDE requires a psychometric team that will not only execute routine functions, but will also be able to provide a sophisticated level of expertise to guide the psychometric decisions that will need to be made and re-evaluated as the program evolves and matures. The expectation is that the team will be able to provide psychometric options with strengths and challenges and its recommendations along with rationale. In addition, especially in the event of unexpected challenges, the team must include someone with both extensive experience and psychometric knowledge, as well as the decision-making authority to quickly address and remedy the situation. An alternate person shall be on stand-by at all meetings that require psychometric work in the event the primary psychometrician is unable to complete the work due to an emergency.
- 1.16 For all meetings involving educators, the Offeror must indicate the qualifications of the facilitators. General qualifications for training and meeting facilitators must be included in the response to this request for proposals. Facilitators must be familiar with best practices, as well as state and federal laws, procedures and regulations concerning assessment. As applicable, facilitators must also be familiar with academic instruction of students and the educational and assessment landscape. Facilitators must be able to clearly articulate spoken English and create easily understood written materials and visual training aids. Facilitators must have demonstrated successful experience in leading large-group trainings including webinars and meetings as fit their responsibilities.
- 1.17 Relevant Experience. In tabular format, the Offeror shall provide a listing and descriptions of all work in similar projects that it and its proposed subcontractors have carried out or are carrying out for other clients. The table shall include client, program name, content area, grades, administration mode (paper-pencil or computer-based), use of scoring (human and/or artificial intelligence), length of contract and number of students. For computer-based testing, the Offeror shall include the total number of tests administered and the highest number of successful concurrent testers. For each such project, the Offeror must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax numbers, and e-mail address
- 1.18 Risk Management and Quality Assurance. Offerors shall specifically address timeline issues, risks, and mitigation and contingency plans for all aspects of the project. These plans should refer to more than just "communication." Additional details may be provided in the response to relevant requirements and specifications.
- 1.19 The Offeror should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, shipping and receipt, administration (online assessments), scoring, data processing, reporting, and psychometric activities for high-stakes assessments.
- 1.20 The Offeror should submit sample Risk Assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This Risk Assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality

assurance in all aspects of delivering large-scale, statewide assessments – including test development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring, data processing, and reporting.

1.21 **Cost Management.** The offeror must discuss how they will monitor and maintain cost control in the project. Specific information on procedures used for cost management is encouraged. The following items need to be addressed in the Offeror's proposal.

- a. **Assessment Costs.** The evaluation process is designed to award this procurement to the Offeror whose proposal best meets the requirements of this RFP, and is most advantageous to the State, not necessarily to the Offeror with the lowest cost. However, Offerors are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.
- b. **Pricing Proposal Content.** Offerors must specifically include all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Pricing must be inclusive of all Offeror staff costs, administrative support costs, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, after hours or weekend time, insurance, use of subcontractors, overhead, profit, and costs for all other items consumed, utilized, and/or required by Offeror's staff or subcontractor's staff. Unless otherwise specified, all hardware and software deemed necessary by the Offeror shall be included in the proposed costs. Items or costs required to provide the services and deliverables as proposed not identified in the Offeror's pricing proposal will be the sole responsibility of the Offeror.
- c. **Budget Summary Form.** Offerors are to propose their costs for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History by providing the MDE with proposed line item cost sheets.
- d. **Scope Changes.** Any and all scope changes related to the contract arising from this RFP will be completed at the same rates as proposed by the Offeror in its response to the RFP

2. **Meetings**

2.1 The contractor shall involve a minimum of 16-20 teachers per assessment, selected by the MDE, in the curriculum alignment review and a similar number selected and representative Mississippi educators in the bias review meetings. For the purposes of cost estimation, assume that there will be at least three two-day meetings with approximately 15-20 Mississippi teachers for item review (20 per grade level for the Grade 3-8 tests and 15 each for the EOC tests). Also, there will be an additional and separate Bias Review Committee (eight members) to review the items for bias. The cost of item review committee meetings shall be borne by the contractor and includes facilities, lodging, food, and reimbursement of participants' travel. Currently, teachers not under contract are paid \$150 per day and if they are under contract, the

contractor pays the school district \$100 substitute pay per day. Teachers typically are under contract August through May.

3. Item Writing and Review

- 3.1 MDE is considering creating a crosswalk of their existing item bank from the previous assessment program to compare it to the new CCR standards in order to determine how many of these old items can be used in future tests. MDE will provide this information to the contractor. However, the Offeror should not base their plans or cost estimates on the use of these items, as the number of items that are useable are indeterminate at this time.
- 3.2 For the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests, the contractor will ensure that all field-test items are reviewed for correct grammar and format prior to being submitted to the MDE and to teacher committees for content and bias review and approval. The contractor will specify the standard, the cognitive complexity/difficulty level, and the PLD for each field-test item when presenting the items for review, revision, and approval.
- 3.3 In previous years, MDE used Webb's Depth of Knowledge (DOK) as the theoretical model for classifying the cognitive depth of curriculum competencies. DOK is not used anymore. In addition to being fully aligned to Mississippi CCR (or equivalent) standards, the cognitive complexity level of each item will be reported in relation to the targeted objective for proper alignment. Items developed for each test must meet the criteria for alignment, and in particular, not be insufficient in their measurement of the more complex levels.
- 3.4 The font and point size used for all test items included on all field test forms and all operational test forms will be a serif family type face for printed materials and a sans serif family type face for electronic media. The requirement for the text in charts, graphs, and art is the same unless a specific need for the text to be smaller or larger is presented to the MDE to approve.
- 3.5 Style Guide. The contractor will maintain the current style guide to address all specifications necessary for item writing, passage development, test form construction, and any other consideration necessary for delivery of products related to test development and test construction. The MDE must review and approve any changes to the style guide. The contractor will continue to update the style guide when MDE agrees to or initiates new content for the style guide.
- 3.6 The contractor will agree to develop and provide item writing training for its contract item writers. All training materials will be developed by the contractor but must be approved by the MDE. Item writing training materials must be content-specific. The contractor shall plan to conduct item writer training before ordering field-test items, and the contractor shall cover all costs for two MDE staff per content area to attend the item writer training. All item writers shall be required by the contractor to sign an MDE-approved confidentiality agreement that shall also stipulate that the person signing the agreement shall not provide the items developed for MDE to any other

individual or entity for any purpose including but not limited to use for test prep materials for profit.

3.7 A committee of Mississippi teachers, who have been selected by the MDE, will review and approve all newly developed items to be included on the tests. The contractor is responsible for all item development. Passage, item, bias, and data review committees will be comprised of Mississippi teachers or educators selected by the MDE for their content knowledge.

3.8 All field-test items must be reviewed and approved first by the MDE, before the items are taken to teacher committees, who will also review them prior to their inclusion on an operational form. It will be the responsibility of the contractor to bear all costs necessary for the Item Content Review and Bias Review meetings: facilities, food, materials, lodging (to be direct-billed to the contractor), travel reimbursement, and teacher stipend of \$150 for teachers who are not under contract the days the meetings are held or \$100 per day substitute reimbursement to districts when the meeting is held during weekdays when teachers are under contract. Teachers typically are under contract August through May.

3.9 Universal Design and Accessibility Issues. Item writers will use universal design when writing test items. Mississippi is committed to the principle that the state assessments must be inclusive and accessible to virtually all students. Therefore, the Vendor's proposal must reflect an understanding of and commitment to this principle throughout the test design process. In particular, the Vendor must address the principles of Universal Design and accessibility to diverse populations, as articulated by the National Center on Educational Outcomes, and demonstrate the desire and capacity to efficiently integrate solid research findings into the design and development of the assessments. In the test designs, the Vendor will provide guidance to MDE on accessibility and fairness of the assessments. The guidance will address the following issues:

- Culture, race/ethnicity, gender
- Design issues for Students with Disabilities (SWDs) and English Language Learners (ELLs)
- Test accommodations
- Language issues

3.10 The tests will be developed and administered in a manner that maximizes the participation of special population students (SWDs and ELLs) and that allows for accommodations that do not interfere with the construct being measured.

3.11 The contractor is responsible to secure all permissions for unlimited use in perpetuity. Wherever possible, the use of copyrighted materials in the development of assessment items should be avoided, and original work or material available in the public domain should be used.

3.12 The MDE will select Mississippi educators, stakeholders, and/or external qualified individuals in the item content review, bias review, and data review

processes. All costs associated with and arrangements for each content, bias, and data review meetings shall be the responsibility of the contractor and reflected in the cost proposal.

- 3.13 Mississippi representatives associated with content review will review test items for alignment with the Mississippi CCR standards, cognitive complexity level, and assignment of PLD category. Mississippi representatives associated with bias review will review test items for possible bias against individuals of a specific gender, race, culture, religion, socio-economic status, disability, and for material that may be offensive to a particular group or an individual, etc. The item content, bias, and data committees may accept or reject items or ask for revision of items. MDE reserves the right to overrule the recommendations of all teacher committees and/or the Bias Committee. Prior to committee meetings, the MDE must approve the contractor's procedures, agenda, material format for presentation, security measures, and other relevant steps or products to be used for each committee meeting.
- 3.14 The contractor will provide detailed training for all committee members who participate in item, bias, and data reviews and will require each member to sign MDE-approved confidentiality agreements. All training materials must be approved by the MDE. The contractor will develop qualifying tests to be approved by the MDE for participants selected for the item content review committees. These qualifying tests must be secure and must address the participant's ability to accurately assign alignment to a specific objective, and PLD category.
- 3.15 Beginning in July 2018 and continuing each year thereafter, the contractor will conduct Data Review Committee meetings that involve a minimum of 15 teachers/educators per content area to be selected by the MDE. Data review meetings for MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History will each take place for a two-day period. The cost of data review committee meetings will be borne by the contractor: facilities, food, materials, lodging (to be direct-billed to the contractor), travel reimbursement, and teacher stipend of \$150 for teachers who are not under contract the days the meetings are held or \$100 per day substitute reimbursement to districts when the meeting is held during weekdays when teachers are under contract. The design of the data review booklets must be approved by the MDE.
- 3.16 Reimbursement of each committee member's travel expenses must be accomplished within four weeks of the conclusion of the meeting in which the committee member participated. Failure to meet this deadline will be considered a failure to meet a deliverable. These meetings include item review, bias review, and data review.
- 3.17 The MDE will hold the copyright (sole or shared) to all assessment items developed specifically for the assessments. All assessment items drafted, and other materials prepared under this contract become the sole property of the MDE. This requirement includes not only completed but also unedited versions of items, including the item format and layout and the graphics associated with an item, along with rejected items and items undergoing revision. The MDE retains the right to

revise, edit, print, post electronically, publish, and sell all materials developed under this contract.

- 3.18 The contractor will be prepared to explain to the media, the public, or the court why the tests are valid and reliable assessments and are appropriate for the purpose for which they are used. Contractor should also provide MDE with talking points for the same purpose, as well as talking points for educators/administrators to answer questions that parents/community members may have.
- 3.19 The contractor will document and explain in detail in the proposal each step in the quality assurance (QA) procedures for reviewing each stage during development and revision of items and construction and final approval of test forms. The contractor will also present the qualifications of staff members whose responsibility is to evaluate the quality of each test, verifying item quality, graphics quality, print quality, forms quality, equating and scaling accuracy, and quality of ancillary materials. Quality control (QC) also covers ensuring that there are no inaccuracies in the test form, printing errors, and/or other problems with the test recognized during an administration. This stipulation also includes the system used for online test delivery. Multiple reviews and signoffs will be documented and available to the MDE upon request. The contractor must document the steps, time line, and staff involved in the quality control procedures each year of the contract and make this information available to MDE upon request.
- 3.20 The contractor will send the MDE new items in a format approved by the MDE for an initial review before those items are taken to the item review committees. The initial review by the MDE should result minimally with a 90% acceptance rate of items with no revisions or edits needed. The MDE prefers face-to-face reviews minimally for the first year of the contract, and then online reviews thereafter. Offerors should state this in their plans. The review by the item review committees should result with a minimal 95% acceptance rate of items with no revisions or edits needed.
- 3.21 The contractor will send a new item development review schedule for each content area to MDE each year at least six months before the item review is to begin. The schedule will include the date the items will be shipped to MDE, the date the items are to be returned to the contractor, and the number of items by content area in each review period. The new item development review schedule for each content area should be delivered to MDE prior to the annual renewal of the contract each year and will be approved by MDE within two weeks of the fall Planning Meeting each year. An exact date will be mutually agreed upon.
- 3.22 The contractor will ensure that all tests developed under this contract meet relevant professional standards contained in the *Standards for Educational and Psychological Testing* published by the American Education Research Association (2014 or updated version). The Standards cover major aspects of testing such as Universal Design, validity, reliability, setting passing standards, opportunity to learn, item development, bias reviews, equating, accommodations, English language learners (ELL), scoring, reporting, and documentation.

- 3.23 The test development process used by the contractor should also concur with guidelines set forth by SCASS/TILSA *Quality Control Checklist for Item Development and Test Forms* (CCSSO, 2003 or updated version).
- 3.24 The contractor will inform the MDE when items, test design, or test construction is not consistent with the best educational research and practice and will work to make necessary corrections. This will be done immediately upon discovery. In addition, contractor will provide MDE with a proposed resolution prior to making any changes.
- 3.25 If necessary, time lines and schedules may be revised in order to correct errors and deficiencies on the part of the contractor. If a revised time line will prevent the contractor from meeting a contractual deadline for delivery of services and/or products, the MDE must be notified as soon as possible. A necessary revision of a time line on the part of the contractor exempts the contractor from meeting a contractual deadline only if (1) the contractor and the MDE mutually agree upon an extension of the deadline or (2) the MDE has failed to meet a contractual deadline that resulted in the contractor's inability to adhere to the schedule for delivery of products and services. All timelines and extensions must be mutually agreed upon by the vendor and MDE. Note that an agreement to extend a deadline does not necessarily mean that liquidated damages will not be assessed.
- 3.26 The contractor will provide annual technical support and consultation during the development and review of field-test items aligned with the state standards. Appropriate and knowledgeable representatives of the contractor must facilitate the meetings necessary to accomplish this task. The MDE reserves the right to approve the contractor's assignment of staff to this process.

4. Item Bank – General Requirements

- 4.1 The contractor will develop and/or maintain an electronic item bank to house an entire bank of items for the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests to include:
- a. items that have been developed and approved by Bias and Item Review Committees or MDE and
 - b. items field tested and accepted by Data Review Committee or MDE.
- 4.2 The item bank should be available via a secure password protected website.
- 4.3 The item bank should have user friendly search features including search by item type, test item appeared on, item ID, year, etc.
- 4.4 The item bank will retain a history of the item, item comments, etc. from the items initial development to its final form.

- 4.5 The items shall be kept in an XML format, preferably XML5 or the most current XML version.
- 4.6 The state desires the item banking system to be interoperable based on the standards developed for the 2018-2019 assessments and be CEDS compliant. Offerors should reference the CEDS AIF initiative (see: <https://ceds.ed.gov/aif.aspx>), which is the prominent industry initiative in this area at the time of this writing.
- 4.7 The item bank should have the capability of printing out one-page item cards for review in bias, sensitivity, and other item review meetings.
- 4.8 All items will carry with them all item properties and attributes (metadata) including an “item history” to include year of development, year of approval by appropriate committees, year used as field-test item, year used as operational test item, and all item statistics and parameters (e.g., alpha, beta, 3PL IRT model, etc.) necessary for consideration of item selection for test form construction. Further, all revisions to items will be captured.
- 4.9 Items used for any purpose which allows the item to be available to the public, such as practice test items or released items, will be removed from this bank and housed in a separate bank.
- 4.10 The electronic item bank must be maintained and updated by the contractor yearly following appropriate committee meetings, selection of field-test items for both fall and spring testing, and selection of core items for both fall and spring forms.
- 4.11 The delivery of the electronic item bank status and reports will be delivered one time a year in the format and on the date mutually agreed upon by the contractor and MDE. The contractor will be expected to respond to requests for data and information using the bank throughout the life of the contract.
- 4.12 The results of each administration of each test form developed under this contract will be used to update the calibrated item bank for the assessments. Since field-test items will be included on each operational form, the contractor will monitor the item bank on a regular basis to identify the content standard, the cognitive complexity level, and PLD level for which additional test items are needed in each content area.
- 4.13 The contractor will provide items in sufficient numbers and conduct committee reviews for all items for content and potential bias (including but not limited to gender, race, culture, region, etc.). The contractor will provide a report of the status of the item bank by content area, standard, complexity level, and PLD as requested by the MDE and at yearly planning meetings.
- 4.14 The contractor shall also provide sample test item banks that include sample or practice items that cover the reporting categories and specified objectives indicated in the final test blueprints, which shall be mutually agreed upon by the contractor and the MDE. These sample item banks shall be available by August 2016 and shall be provided in electronic format.

4.15 The sample items shall be provided to every Mississippi school district and the MDE. Sample item information shall include:

- a) content/curriculum strand and objectives,
- b) test blueprint or assessment framework/standard reference,
- c) cognitive complexity/difficulty level, and
- d) p-values and r-biserials (classical item statistics) based on item try-outs.

The electronic format shall allow teachers and administrators to identify and access test items according to the benchmark/item (objective) with which the item is aligned and to create practice tests that assess the selected benchmark/items (objectives).

4.16 The item bank will have complete documentation on usage, system requirements, use of third party software, etc. Documentation and support should be easily accessible online. The user manual should include a quick reference guide.

4.17 Online web-based training for the item bank should be available.

4.18 MDE retains the option to request the Offeror demonstrate its electronic item bank capability prior to the contract award. The demonstration will take place at the same time as the Offeror's online test delivery system demonstration.

4.19 At the end of the 5-year contract, vendor will provide the entire item bank to MDE in an agreed-upon format.

5. Support Materials for Test Administrations

5.1 For the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History, the following support materials (manuals, guides, ancillaries) used with the test administrations must be developed, printed, and delivered by the contractor.

- a. A combined *District Test Coordinator (DTC) / School Test Coordinator (STC) Manual*, will be prepared annually. The DTC/STC manual will contain detailed information regarding the following:
 - delivery and inventory procedures for test materials,
 - handling secure and non-secure testing materials,
 - conducting standardized administrations of the tests,
 - providing appropriate test accommodations for special population students,
 - coding and identifying test materials for accurate scoring.
- b. The instructions in these manuals will be presented in a user-friendly manner and include graphics and visual aids to illustrate the steps that must be followed. The guides will specify how and why the detailed instructions are critical for the accurate and timely return of test results. The contractor will revise and update

these manuals annually based on discussions with the MDE and then submit the revised documents to the MDE for approval prior to electronic posting. The DTC/STC manual will be posted annually to ensure that each district test coordinator and each school test coordinator receives a copy of the manual.

- c. *Test Administration Manuals* (TAM) will be prepared and revised annually based upon input from the MDE. TAMs will be electronic in format and will be available for download. The contractor will submit the test administration manuals to the MDE for approval prior to posting. MDE must also approve the scheduling cycle for all such reviews. A sample TAM should be included in the sample materials that accompany each proposal.
- d. *Interpretive Guides* to assist teachers and administrators in interpreting assessment results will be prepared to be distributed electronically to all teachers who teach a subject area course and to all principals of schools where the subject areas are taught. The contractor will annually submit these guides to the MDE for approval prior to distribution. The Interpretive Guides will be posted online for districts with the combined summary reports by **May 31** after the April/May administrations. If the Offeror has a current interpretive guide, the guide should be included with sample materials.

5.2 The contractor will also provide all support materials (guides, district/school test coordinator manuals, test administrator manuals (including online ancillaries), PowerPoint presentations, etc.) in electronic format for MDE use. Formats must be appropriate for development of presentation slides, publications, and Internet web site use (including Adobe® Acrobat® PDF and Microsoft® Word® formats).

6 Administration of Online Assessments

6.1 Work Plan. The Offeror's work plan must provide a detailed description of its proposed web-based online test delivery system for the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests. This plan must describe each step in the deployment of the test delivery system and must be reflective of the schedule presented for all online test delivery system activities from start to finish for each assessment year.

6.2 Test administration procedures for the assessment shall be approved by the MDE prior to implementation, and the contractor must be willing to comply with procedures that are consistent with those implemented with other assessments that comprise the Mississippi Statewide Assessment System.

6.3 The state desires for the system to be interoperable based on the standards being developed for the common state assessments. The technology system proposed with this project for delivery, scoring, reporting, item banking etc. should comply with industry interoperability standards such as the Common Educational Data Standards (CEDS) Assessment Interoperability Framework (AIF) (see: <https://ceds.ed.gov/aif.aspx>) QTI and APIP. The respondent should describe the process used and evidence evaluated to demonstrate how the proposed system meets interoperability standards. Specifically, the items should conform to all

required elements in the APIP core standards in order to provide for seamless exchange of digital content and to allow for tagging of accessibility information.

6.4 Implementation of Online Testing.

- a. Online Assessment Implementation Plan. The Offeror shall include a plan that specifically addresses implementing a web-based online test delivery system for all students. It is the expectation of MDE that all students will be tested online in 2018-2019.
- b. Evaluation of Readiness for Online Assessment. The Successful Offeror shall provide comprehensive and user-friendly system utilities for districts to test and verify technology, hardware, and software to ensure that the proposed computer delivery method can be implemented. MDE would prefer that the system utilities include a simulation tool to assess bandwidth capacity. The Offeror shall plan on utilizing an IT readiness tool, such as or similar to the one provided by the two multi-state assessment consortia to evaluate district capacity. MDE reserves the right to approve the tool to be used.
- c. The MDE must approve the new online delivery system to be used for the online testing, including but not limited to a review of tests of the system (including unit/regression tests if requested), security of the system, stress tests of the system, validation procedures for students to participate in the online administration, the school/district level management of the system, and the procedures in place by the contractor to monitor each administration.
- d. The contractor shall provide computer-based (online) high stakes administrations each year of the contract. It is anticipated that there will be a four (4) week testing window for each administration (that will likely run concurrently).
- e. The online system requirements should be the same for all assessments. Note that the current online testing system was designed to operate within existing and planned communications infrastructure, including T-1 lines, which have been installed in all schools. The new system must be compatible. Offerors should assume that school districts' and the MDE's technology architecture and computing hardware will not be replaced. The online testing system design must be flexible so that the software modifications, database changes, and reporting requirements can be made efficiently and cost effectively. The online testing system must be scalable to accommodate, over time, testing of additional students.
- f. Other requirements for the online testing system include:
 - Proper identification of each student and the accurate matching of the student to the test results shall be maintained using the unique state student identification number for each student. The MDE shall supply and upload student data files to the contractor. The content and format of this file must be mutually agreed on by MDE and the vendor.

- The system must restrict students from taking more than one online test per content area on the same day.
- g. For special accommodation requests from districts, sealed and serialized paper copies of online tests will be sent directly to District Test Coordinators. The contractor will produce paper copies of the online test forms for use in special accommodations situations. Contractor will print a minimum of fifteen (15) copies of each primary test form and five (5) copies of each make-up form for emergency purposes. These paper copies will be sent directly to districts. Each form must be marked “*Online Primary*” and “*Online Make-up*” on the front cover.
- h. The contractor will provide the following support to MDE each year of the contract for online testing:
- Electronic Online Test Coordinator Guide (downloadable from testing web site)
 - Electronic Online Test Administrator Manual (downloadable from testing web site)
 - Online training sessions of District Test Coordinator’s (DTCs). This will be done via webinar or videotaping, and not in person.

6.5 Online Testing System.

- a. Web-Based Online Test Delivery System. The Offeror shall indicate whether the hosted infrastructure service that it proposes to use for this assessment component will be used in its current form or if it will be modified in any way for Mississippi. If the service will be modified, the Offeror shall specify which elements of the proposed service are parts of a currently operational system.
- i. The Offeror must specify the version/release number of the service to be implemented for this project.
 - ii. The Offeror must also provide a list with contact information for all state customers that are currently using/have used the proposed version of the service and a list for all state customers that are using/have used prior versions of the service.
 - iii. Each proposal MUST list and briefly describe ALL statewide implementations during the last seven years.
- b. The Successful Offeror shall provide the State with a detailed Infrastructure Plan, which will incorporate all components required to meet industry standard best practices, and at a minimum include the following: hardware; software; network; active directory services; database; caching capabilities; configuration; contractor resources for implementation; timeline segment in accordance with the Project Plan; and testing and validation. The Successful Offeror shall review and update the Infrastructure Plan as needed throughout the project;

however, MDE shall have final approval of the Infrastructure Plan and any modifications.

- c. The Successful Offeror's web-based hosted infrastructure service must provide for delivery on wireless networks with comparable performance to wired networks. Due to the expectation that some districts will have to rely on lower-grade access, such as dial-up, proctor caching must be provided. Applications must be delivered within a secure browser that restricts access to the desktop and Internet, based on the requirements of MDE. The secure browser must function (and be maintained) on a current release of Linux, Windows/Intel, Macintosh (G4, G5, Intel x86 and ARM architectures), and Citrix operating systems. The application must be compliant with Terminal Server-based applications such as Citrix. The Offeror must indicate how it proposes to fulfill this requirement.
- d. Mississippi does not have established minimum technology standards for schools within the state. However, support from the Successful Offeror must include the following technical standards at a minimum: Windows 98 Service Pack II or higher, VISTA, Windows 7, Windows 8, plus Mac OS 10.4.4 or higher as well as the current major release of the Linux kernel. The Successful Offeror shall be prepared to support all subsequent releases of these platforms as well. The Offeror shall indicate how it proposes to fulfill this requirement. Support for versions of operating systems will be continued until MDE approves discontinuing support for a particular version. MDE assumes that at a minimum, the proposed assessments will require the hardware specifications displayed in the table on the following page.
- e. The Offeror shall discuss the minimum hardware specifications and technical standards as well as the recommended hardware specifications and technical standards needed for operation of its proposed system. This discussion should also include an analysis of differences in system performance based on minimum or recommended hardware.
- f. The Offeror shall describe in detail how it will assure that all items placed in its web-based test delivery system will appear on students' computer screens as intended for the variety of types of computers, operating systems, and connectivity described here. The Offeror shall also describe its strategy for ensuring that new systems and all interfaces function properly when releasing new versions of any software application.

Minimum Hardware Specifications and Technical Standards

Platform	Minimum
Windows-Based	<ul style="list-style-type: none"> • Pentium 4(1.3 GHz) • 512 MB RAM (for innovative, interactive technology-enhanced items) • 500 MB Available Disk • Mouse/Pointing Device • Headphones/Speakers • 1024 x 768 Screen Resolution
Apple/Macintosh	<ul style="list-style-type: none"> • G4 (800 MHz) or G5 • 512 MB RAM (for innovative, interactive technology-enhanced items) • 500 MB Available Disk • Mouse/Pointing Device • Headphones/Speakers • 1024 x 768 Screen Resolution

6.6 Tools and Accommodations. The Successful Offeror is expected to adhere to and meet the evolving expectations of industry standards in online accommodations (i.e. QTI, SIF). The Offeror must describe the extent to which its system currently meets the Accessible Portable Item Profile (APIP) standards and specifications.

- a. Based on the Successful Offeror’s recommendation and input from the field, MDE will determine what tools and accommodations will be provided, as well as which ones should be able to be turned on or off by students. The Offeror shall discuss how the tools and accommodations accessed by the student during testing will be tracked as well as how student profiles will be created and/or uploaded to allow for appropriate accommodation options during testing. The Offeror shall specify the extent to which its system can provide the following:
- Navigation tools including navigation buttons such as next, back, skip to, and mark for review;
 - Test taking tools including highlighter, notepad, strikethrough, reset, and customizable exhibit window;
 - Writing tools including cut, paste, copy, undo, redo, font format, spell check and paragraph format among other basic word processing functionalities;
 - Calculator tools including the basic four function, scientific, and graphing calculators in the online assessment; and

- Additional Mathematics tools including grade level equation editors, drawing tools, rulers, protractors, calculators, compasses, formula sheets, etc.
- b. The Successful Offeror's test delivery interface shall include all of the information and resources required to make a test item accessible for students with a variety of disabilities and special needs. The Offeror shall discuss the extent to which its test delivery interface includes the following accommodations:
 - c. Audio accommodations either through text to speech or through recorded audio (the Offeror should discuss the pros and cons of these audio alternatives). For audio accommodations, the discussion should include the Offeror's ability to highlight portions of the screen to be read aloud, alternate text tags, captioning, text within a graphic or table to be read aloud, audio for all on-screen text in mathematics online assessments. How the audio for an item may be altered to eliminate cuing should also be discussed;
 - d. Visual accommodation tools including magnification, reverse contrast, selection of foreground and background colors, color overlay, masking, adjustable font face, and alerts to test takers that alternate tactile representations are available;
 - e. Additional accommodation tools including virtual keyboards, translation tools, sign language and sign system presentation, voice recognition, and word prediction.
 - f. The Offeror shall discuss the extent to which its web-based test delivery system will be compatible with third-party devices and software that allow accommodations to be offered to students with disabilities for accommodations that cannot be built into the Offeror's system. Devices that can be used with the test delivery interface include alternate keyboard, alternate mouse, refreshable Braille displays, Braille note-takers, keyboard emulators, and alternative and augmentative communication devices.
 - g. The Offeror shall discuss how individual student profiles are created or imported into the system to select and make available appropriate accommodations based on student need.

6.7 Online Tutorials. Online standalone tutorials shall be developed by the Successful Offeror. These will be used to familiarize the student with the system and the item types prior to the opening of the testing window. Tutorials shall be available a minimum of 4 weeks prior to the beginning of testing.

6.8 Application Testing. The Successful Offeror will be responsible for comprehensively testing its applications and ensuring that its services provide a stable platform for assessment. The Offeror shall describe its overall approach to testing its proposed system. The description must include details

pertaining to how the Successful Offeror will ensure that the appropriate people are assigned and scheduled to the testing effort and how the Successful Offeror will ensure that all requirements for the online system have been tested. The Successful Offeror's demonstration of the system should occur at least eight weeks prior to the start of online assessment administration.

- a. Each system component must be made accessible to MDE staff in a non-production environment that comprehensively mimics the production (i.e. pre-production) environment such that MDE will be able to conduct its own application tests and be assured that the application test responses represent the exact behavior that will be expected of the application in the production environment.
- b. MDE will be allowed no fewer than 8 business days to conduct testing of any system component and 12 business days to conduct any system-wide tests. All systems must be functional and available for district installation at least 6 weeks prior to testing.
- c. The Successful Offeror must document the plan for application testing and the results of the application tests. Both the testing plan and the subsequent results of the testing plan must be provided to MDE with sufficient time such that MDE can request substantive changes to the plan or the application as appropriate.
- d. Any mandatory changes identified by MDE will be incorporated by the Successful Offeror before the start of online test administration. Final, approved forms and items will be available in the Successful Offeror's test delivery system a minimum of two weeks prior to the opening of the test window.
- e. Offerors shall provide in their proposals recommended mitigation and contingency plans should the Offeror's system be inoperable for some or all schools during the testing window with final plans being determined by the Successful Offeror and MDE. This includes plans to address schools and districts which may have sub-standard infrastructure and hardware. Offeror should discuss the *feasibility* of (but not plan for) providing MDE with a full production replication of the system to allow the state to redirect schools and/or districts to its servers in the case the Offeror's system is down.

6.9 Data Integration and Collection.

- a. Data Integration System Requirements. The Offeror shall describe in detail the services to be provided in order to conduct the required online data collections. The Offeror shall include a detailed description of how its data collection system will be designed to operate within existing local district communication infrastructures, including T-1, DSL or cable modem lines. The Offeror shall assume that the existing technological infrastructure and computing hardware of

the state, districts and schools will not be replaced, as well as take into consideration that some systems will be upgraded.

- b. The Offeror shall also describe how its system works with district/school content filtering systems and firewalls.
- c. The Offeror should discuss how/whether its system is able to verify student location based on the IP address and/or storing the IP address of the end user in the system in order to verify student location based on where (s)he physically took the assessment.
- d. The Offeror should describe its system capabilities with respect to collection of user interface data such as mouse/pointer movement, answer selection changes, tool usage, etc. and whether there is time stamping associated with these activities.
- e. The online data collection system design must be flexible so that software modifications, database changes, and reporting requirements can be made efficiently and cost effectively. The Offeror must indicate how it will assure that this can be done.
- f. The Successful Offeror's system must be able to download student rosters or similar information from schools and districts. The Offeror must explain how its system will accommodate for students who have moved in and out of a school or district since the rosters were created.
- g. The Successful Offeror's system must show real-time online testing status and statistics by school and district. This status will be available to MDE and districts. (For example, number of students testing by district and total tested, average time tested, system response time, etc.) Daily status reports shall be available for viewing.
- h. The Successful Offeror's system shall have the ability to collect test codes, accommodation codes and other demographic information by administration for online assessments before, during and after testing.

6.10 Data Collection Protection Features. The Offeror shall discuss how its system responds to interrupted Internet services without the loss of data, including student responses. The Successful Offeror's online data collection system must have a time-out or similar locking mechanism to prevent unauthorized access in the event that a student, while entering data, has to immediately evacuate the area due to an emergency such as a fire or tornado drill. This must also include an auto-save feature so that the student can easily resume where he/she left off when the emergency or the time-out has passed. The Offeror shall indicate how it proposes to do this.

6.11 Access to Data Collection System. The Successful Offeror shall provide MDE and selected technical advisors with a secure, password-protected web based system for the purposes of analyzing the assessment processes and the resultant data. MDE shall have access to and oversight of all aspects of online performance

during the data collection windows and access to captured data after the data collection windows close. The Offeror shall indicate how it proposes to do this.

The Successful Offeror must provide access to the online data collection system via a unique log-in ID and password. MDE and/or districts should be able to control user access to various parts of the system (i.e. student data, test data) based on a system of approval levels and system data controls. All communications directly from the Successful Offeror to the field (DTCs, STCs, or others) must be approved in advance by MDE. The Offeror shall indicate how it proposes to do this. The Offeror shall describe its procedures for ensuring that students take the assessment under the correct name using the appropriate name, log-in ID and password.

6.12 System Reliability and Mitigation Experience.

- a. Information Technology. The Successful Offeror shall ensure the reliability of information technology used in the transmission and function of computer-based assessments. The Offeror shall provide a draft plan detailing the deployment and operation of information technology and contingencies for the failure of information technology systems. The Successful Offeror will finalize this plan. The Offeror must identify its metrics for system performance.
- b. Cyber Security. The Offeror shall agree at all times to maintain network system and application security that, at minimum, conform to current cyber security standards. The Offeror must agree to document all cyber security expectations to State of Mississippi Policies and Standards in response to this RFP. Special consideration must be made to ensure the security of Personally Identifiable Information (PII) stored or processed by the system.
- c. The Offeror shall describe the overall approach to security in its proposed system. The Offeror shall describe all cyber security exceptions to state policies and standards in response to this RFP. Challenges that the Offeror may encounter for meeting cyber security standards during this project and how those challenges can be mitigated shall also be identified. The Offeror shall discuss the features of its system which prevent infiltration.

D. Service Level Expectations

The Offeror shall meet the requirements of a Service Level Management (SLM) process for monitoring the quality of services being delivered and are expected to:

- Detect problems in the system, either existing or potential
- Execute actions necessary to maintain or restore the necessary service quality
- Report on actual service levels to determine compliance

The Offeror shall negotiate a Service Level Agreement (SLA) as part of the contract which may include:

- Uptime
- Latency
- Help desk response time
- Security
- Defect detection and resolutions
- System availability

The Offeror shall state its expected system uptime in the response.

6.13 Online Assessment Challenges and Remedies.

- a. The Offeror shall describe the issues/challenges and problems/mistakes that arose in its history with online assessment administrations. The Offeror must describe and indicate the level of impact to school personnel, students, scores and timeline for reporting. The description shall include the steps taken by the Offeror or sponsoring agency to mitigate those issues.
- b. Finally, the Offeror should indicate what steps it will take to prevent these issues from occurring in Mississippi.

At the discretion of MDE, Offerors may be asked to demonstrate their online systems on site at MDE in Jackson, Mississippi, April 6, 2018, at the Offeror's expense. If requested, Offerors will come on site and demonstrate their online test delivery systems to the department of education so that staff and the proposal evaluators can understand what is being offered from a systems standpoint, what features, and functionality have already been developed, and what features are yet to be developed. Offeror should address how the proposed system meets the interoperability criteria defined by the Common Educational Data Standards (CEDS) Assessment Interoperability Framework (AIF). See: <https://ceds.ed.gov/aif.aspx>.

In addition, Offerors should also be prepared to address how they will meet the following specifications:

- Compatible with HTML5
- SIF/QTI compliant
- APIP compliant

7. Training and Support

7.1 Training and support shall be provided for the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests. Proposals must include a detailed plan of action and time line that describe how and when each of the training and support tasks will be accomplished. The plan should address the following requirements. Costs for the training and support activities shall be included in the proposed budget summary line item cost sheets.

- a) Training and support for the assessments shall be provided by the Successful Offeror to Mississippi educators as needed for each assessment component. The Offeror must include in its proposal a detailed plan of action and timeline that describes how and when each of the training and support tasks will be accomplished.
- b) The Successful Offeror shall preview each training session and webinar for MDE staff. The Offeror shall describe its plan to create the materials for each training session and webinar with sufficient time so that MDE has at least two weeks to preview the materials to be used and so that any necessary changes can be incorporated into the training materials before use. Training content and materials must be approved by MDE before use.
- c) The Successful Offeror shall provide online webinar training to District Test Coordinators and District Technology Directors for the assessment. After Year 2, MDE will determine if the amount of training required may be reduced in subsequent years. At a minimum, years subsequent to Year 2 will have one live webinar for each of the three types of training.
- d) The number of participants at each training session is expected to vary. No travel reimbursement is required for DTC Training. This is the responsibility of the district. The number of webinar participants will vary depending on the number of personnel unable to attend Face-to-Face sessions or who wish to attend both Face-to-Face and webinar sessions.

7.2 At least twice a year (September and February) the MDE conducts a formal training session, usually in Jackson, for district test coordinators. Based upon this training, the district test coordinators provide training within the school district to school level personnel (principals, school test coordinators, test administrators, proctors). The MDE Program Coordinator in conjunction with the Offeror Program Coordinator will develop a Microsoft® PowerPoint® presentation for the district test coordinator training sessions twice a year. The presentations will provide program updates on all test administrations.

7.3 A knowledgeable and appropriate representative of the contractor will be asked to attend and participate in these training sessions in the first two years of the program and should be prepared to do so in all subsequent years of the contract upon the request of the MDE.

7.4 The MDE Office of Student Assessment retains the right to approve the trainers and the training materials for the workshops. Materials must be provided to MDE approximately six weeks in advance of the specified training in order to give MDE sufficient time for input and to give the contractor time to refine the materials.

7.5 Technology Director Training sessions shall provide district IT personnel with training on the operation and features of the online assessment system. It must include training on the physical and electronic security of assessments, system requirements for implementing the online assessment and troubleshooting of technology issues at the school or district site. Training must include a visual as well as oral presentation and may include other types of interactive technology. The Successful Offeror shall be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans with Disabilities Act. Training sessions shall be recorded and archived as a potential future training or reference resource.

7.6 The contractor will provide training sessions for District Technology Coordinators and DTCs on the Offeror's web-based customer portal used to access documents, reports, materials, and all information that is passed from contractor to MDE. The training sessions will be delivered via live and recorded WebEx. The following training sessions will be conducted prior to the first online administration of the EOC tests scheduled in November of the 2018-2019 school year:

- a. Training Topic: Introduction of the web-based customer portal and online system to inform District Test Coordinators about the transition to the new system. Training will include an overview of the system, minimum requirements needed, System Check, Proctor Caching, Test Delivery, Wireless Networks best practices, Early Warning System, firewalls/content Filters, and issues/special considerations.
- b. Training Topic: Technical Overview of System, System Check Tool, Proctor Caching (Technical Training for District Technology Staff on System Readiness; DTCs are also encouraged to attend)
- c. Training Topic Focus (Administrative Trainings):
 - o Creating Users within Districts/Schools
 - o Registering Students During Test Validation Window
 - o Assigning Test Sessions
 - o Authorization Tickets and Test Delivery
 - o Test Session Management

Note: Live WebEx's also need to be conducted for Question and Answers with DTCs and District Technology Coordinators.

7.7 The Successful Offeror shall create training materials and provide customer support specific to online assessment. The training materials must at least include a user manual with an easy to understand set of directions, including screenshots, for operating the online assessment software. Offerors may also include other beneficial

training materials in their response such as e-learning modules and online tutorials for users.

7.8 Webinars shall be conducted for each of the trainings. They are intended as an additional resource for district personnel who may not be able to attend a face-to-face session or to share important assessment information with their colleagues. The webinars must include opportunities for participants to ask questions and interact with presenters either via text, chat or voice. After the initial webinar presentation, webinars will be posted online at the Office of Student Assessment website.

7.9 The state is interested in using technology to the best extent possible, therefore, other types of technology-based assistance for students and/or school personnel (such as training videos, online testing training, electronic materials, automated online practice tests, etc.) shall be proposed by the Offeror for delivery to schools.

8. Customer Service

Offerors should respond to the requirements below with the understanding that it is MDE's expectation that technical and logistical support will be provided in a responsive manner that minimizes school personnel and student burden, disruption and inconvenience.

8.1 The contractor will provide a toll-free customer service number and a trained customer service representative (Program Coordinator) who is solely dedicated to this project. This person must be named in the proposal and MDE must approve the named person.

8.2 Mississippi district test coordinators and MDE staff will use the toll-free customer service number to resolve questions regarding orders of materials, delivery and pickup dates, inventory procedures, packaging materials for return, and scoring and reporting issues. The supervisor of trained staff and trained staff will be available to answer Mississippi calls from 8:00 a.m. to 4:00 p.m. Central Time each day. Beginning one working week prior to the actual test administration, the toll-free number will be manned from 7:00 a.m. to 5:30 p.m. Central Time, and these extended hours will continue until all test materials have been received. The contractor will also provide a toll-free FAX number.

8.3 When customer service staff are not available to take a call, callers will be allowed to leave messages, and their calls will be returned in a timely manner, generally within one hour or less but always within 30 minutes during the week prior to each of the test administrations, the week during each administration, and the week following each administration.

8.4 The contractor will provide e-mail support from its customer service center. District test coordinators may submit their questions via e-mail to the Program Coordinator when test materials are in the school districts or being picked up for return to the scoring center and must receive a response to their e-mail within one hour. Additionally, customer service staff may initiate e-mail communication in order to inform MDE and district test coordinators of approaching deadlines and deliverables,

etc. However, any direct communication between the contractor and districts must first be approved by the MDE.

- 8.5 An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained by the Successful Offeror. The Offeror shall include a description of how calls and emails will be logged, including the caller/e-mailer name, district, school, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that MDE can sort by district, school, date, etc. Among other information, this will allow MDE to determine the frequency of issues that arise before, during, or after assessment administration. The electronic record will also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings. The Offeror shall indicate how it proposes to do this.
- 8.6 All communication (calls, faxes, e-mails, etc.) received and made by customer service staff for the assessments will be noted in a weekly report sent to the MDE (specifically the Office of Student Assessment). The report will note the time and date of the communication, the person making the communication, the nature of the communication, and the resolution of the issue addressed by the communication.
- 8.7 All communications with the field initiated by the Successful Offeror must be pre-approved by MDE. This includes both written communications and oral scripts used when customer service representatives must contact DTCs. Additionally, customer service staff may be asked to initiate e-mail communications in unusual circumstances by MDE.
- 8.8 Customer service staff shall have a system to ensure that issues raised by DTCs have been satisfactorily resolved. For example, if a DTC has requested additional assessment materials, the system shall ensure that 1) the DTC is given instructions on how to order the materials online and that 2) the customer service representative will verify that the order has been placed and fulfilled. The Successful Offeror shall notify MDE of any communication with the field regarding urgent or sensitive issues.
- 8.9 In addition to the “help” functions embedded in the assessment software and automated online or phone in support services, the Successful Offeror shall provide customer support for the installation and use of the online assessment software that includes phone accessible support personnel.
- 8.10 The Successful Offeror shall create and administer at least once annually a customer feedback survey, including both close ended and open-ended items. The survey will record feedback on customer satisfaction with ordering, fulfillment, security, online test delivery engine, online systems (materials ordering, test delivery engine, etc.) training, receiving, returning and other criteria consistent with best business practices. The Successful Offeror will be responsible for compiling and reporting the responses. The feedback surveys will be available to MDE for review, as well as to be used in planning for the next year’s program. Surveys used by the Offeror in the past may be included in an attachment. The contractor will send the survey to DTCs on June 1 of each year.

9 Processing and Scoring of Assessment Materials

- 9.1 Receipt Control, Scanning, and Machine Scoring. Offerors shall describe how they will implement and utilize check-in procedures for the receipt of paper-based accommodated materials that meet the requirements necessary to provide effective control and accounting of materials. Paper copies will only be needed for students who require this accommodation. MDE is open to having paper-based assessments transcribed into the online testing platform by two (2) licensed school district staff. This would avoid the need to score paper-based tests.
- 9.2 The Selected Offeror will send to MDE a “preliminary missing materials” report within 45 days of the end of the testing window. A final report is due within 3 months (90 days) after the end of the testing window for each assessment.
- 9.3 The Selected Offeror shall describe their plan for accomplishing all tasks related to scanning, editing, scoring of MC items, merging of student score data for selected response and open response items, resolution of data errors, and quality control.
- 9.4 Scoring of Constructed Response Items. Offerors are to propose a scoring approach for open ended items and performance tasks that best suits the needs of Mississippi. This may be either a centralized or distributed scoring system that consists of several scoring sites/locations, although MDE is open to other approaches proposed by the Offeror. The Selected Offeror must provide accurate and reliable scores in a timely manner. Offerors shall describe how the following requirements will be met for scoring open-ended items:
- Development and providing of training procedures for scorers of open-ended items. A description of the training process and protocol and procedures to qualify scorers shall be included. Protocols used to ensure consistency in the work of scorers must be included in proposals. Procedures to ensure consistency in the work of scorers across years must be addressed in the proposals.
 - Selecting human scorers. Mississippi requires all scorers have, at minimum, a four-year college degree in the subject in which they are reading student responses.
 - The Offeror’s approach to designing and coordinating a system to score the CR and PT items. The system will include a plan for range-finding sessions. The Offeror will provide all training for scorers using scoring guidelines and anchor sets developed in collaboration with MDE. Best practice standards for monitoring inter-rater reliability will be used and described in the Offeror’s response.
 - Scoring times for CR items and PTs. Offeror will provide information on the average amount of time it typically takes to score these items.
 - Ensuring double scoring of all PT and open-ended test items.
 - Ensuring a 10% read behind rate will be used to verify the accuracy of the human scoring.
 - MDE is open to an approach that uses a mix of hand (human) and automated (machine) scoring. Although MDE does not currently use Artificial Intelligence (AI) machine scoring, the MDE remains open to this as a potential scoring solution. Offerors are encouraged to propose unique item types that do both a good job of eliciting students’

critical thinking skills and can be scored, at least in part, by machine without using Artificial Intelligence scoring engines.

- Offers will provide a separate cost option for the proposed use of AI to score items and a proposed timeframe for assisting MDE with this scoring approach. The proposed plan should include a description of the phase-in plan, number of years to phase in, the types of items to be scored using AI, whether AI will be used as the first or second score, whether there will be a human read behind of AI scores, etc.
- Providing summary reports from the open-ended scoring sessions to MDE. The contents of such reports will be identified jointly by the Offeror and MDE.
- Conducting annual scorer drift studies both for internal consistency as well as consistency across years. Proposals shall include a description of both studies.
- Providing a documented report of the open-ended scoring process in the annual Technical Report.
- Developing a system to identify and notify MDE of any disturbing responses from students. Upon approval by MDE, the selected Offeror will be responsible for notifying the LEA of the disturbing response.

Note that there is no requirement for the use of Mississippi scoring sites. Offerors are encouraged, however, to utilize facilities in the state for the scoring of some of the open-ended items.

10. Psychometric Analysis

The Offeror shall describe in detail its plan for the psychometric, research, and technical analysis activities for the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests. The plan must describe each step in the psychometric, research, and technical activities.

10.1 Operational Analysis. Following each test administration, the contractor will conduct appropriate analyses using a combination of classical test theory and item response theory (IRT) to generate initial parameters for the field test items and updated parameters for the core (scored) items. The secure item bank will be updated, and an item bank inventory will be provided to the MDE on an annual basis.

10.2 Item data from the operational assessment must include appropriate IRT item and task parameters (the 3PL model has been used in Mississippi) model fit, distractor analysis, bias/sensitivity analysis, and differential item functioning (DIF) statistics. For the test bias/sensitivity review, either an IRT model or Mantel-Haenszel and other similar statistics, depending on sample size, can be used. The Offeror shall describe its plan for providing each of these item data components and the method to be used for calculations. The Offeror shall also describe its approach to item calibration, including its approach to parameter estimation. The Offeror should not employ any proprietary or third-party software for this but use commercially available analysis software or open source code used to conduct the analysis so that the estimates can be replicated by others.

- 10.3 The Successful Offeror must provide MDE with all appropriate test statistics and information including test information functions, differential test function information, and validity and reliability measures from the field test. Examination of performance task data from the operational assessment must include reliability information, percentages of students in categories, materials used during review, and any other relevant information.
- 10.4 The Successful Offeror shall produce a report of recommendations for changes to the operational assessment based on field test results. The report shall include item development process revision recommendations, administration materials and process revision recommendations and an analysis of anchor pools available for operational testing.
- 10.5 Equating and Scaling. The Successful Offeror shall work with MDE to implement a scaling procedure that will result in scaled scores and an equating procedure that will ensure that the scores are comparable across years and different test forms.
- 10.6 The Successful Offeror will need to establish model fit and individual score reliability for the selected scaling procedure. The Offeror shall identify advantages and potential disadvantages of its proposed scaling procedure within its description. Offerors shall indicate which statistics will be used to establish model fit, student-level score reliability, and the success of various item type score combination methods in maintaining the desired score results across years. If the Offeror deems a different methodology is available that is more suitable for use with the data, they will provide a comparability study to MDE before being allowed to make any changes to the analytics.
- 10.7 The contractor will prepare a test construction form for each new operational form indicating the core (scored) and field test items to be included. The linking/anchor items will be identified.
- 10.8 The contractor will use appropriate statistical procedures to accurately equate the tests and produce raw score to scale score conversion tables. These tables and supporting documentation must be provided to the MDE for review and approval.
- 10.9 For each test administration, the contractor will construct a new parallel test form for each content area tested. The new form will be equated to forms from the previous year by using item statistics contained in the secure item bank. The contractor can propose use of a pre-equating or post-equating model to MDE but must support which approach would be best to use. However, to ensure accuracy of the equating and scaling, after each administration, a post-equating will need to be conducted.
- 10.10 The contractor will conduct bias, reliability, validity, usefulness studies and include the data from those studies in the technical reports submitted to the MDE. Validity studies and supporting psychometric analyses should be conducted annually and ongoing. Issues that MDE needs to address include validity of performance-based assessments, linking to 2017-2018 assessment results, alignment studies, validity of inferences regarding school and district wide performance; validity of

inferences pertaining to student preparation for post-secondary training/employment (e.g., a valid measure to be used for high school exit), etc.

- 10.11 Standard settings will be needed to set five performance levels for the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests, since these tests are new and will be used for graduation decisions (EOCs) and/or accountability. Impact data will be used for both of these. The contractor shall propose a plan for this.
- 10.12 The contractor shall develop valid and reliable scoring procedures.
- 10.13 Accommodations. The contractor will provide the MDE with a report that lists appropriate accommodations for each test. Accommodations listed will be supported by research. In 2017-2018, MDE is basing its accommodations on a state-approved list. The contractor will also provide the MDE with appropriate memory aids, fact sheets, and resource sheets that can serve as test accommodations for special education students without interfering with what the test purports to measure. Proposals should include as much detailed information as possible for this specification due to the requirements of ESSA and the *Individuals with Disabilities Education Improvement Act of 2004* (IDEIA).
- 10.14 Technical Peer Review Requirements. The Offeror shall provide its plan for conducting the studies necessary to meet all technical requirements of the U.S. Department of Education's (ED's) *Standards and Assessment Peer Review Guidance*, especially Section 4, Technical Quality (or more current Peer Review/ESEA requirements, forthcoming in future years). The Offeror must describe its plan for providing the best and most cost-effective studies for meeting this requirement. Included in these studies, the Offeror shall describe in detail how it will conduct studies to verify and support the validity of interpretations drawn from test scores. The Offeror shall also propose its strategy for developing studies that investigate the intended and unintended consequences of the Mississippi assessment components. The Offeror shall indicate how the studies will support MDE's response to each element of the Peer Review Guidance.
- 10.15 Technical Report or Manual. The contractor will deliver annually a technical report (manual) that provides details of the test development process, validity and reliability of the assessments, standard setting information (if done), and all other information necessary to support the MDE's compliance with the U.S. Department of Education's *Standards and Assessment Peer Review Guidance*. Any new requirements that are issued by USED in 2018-2019 will also need to be addressed. Specifically, the contractor will provide a Technical Report that addresses each content area tested. The Technical Report will include all relevant psychometric information for each test. The report will be completed within three months of the first operational administration and revised annually thereafter. A copy of the updated report will be delivered to the MDE within three months of each spring test administration. A separate technical report will be required for each assessment component.

The Technical Report must include, but is not limited to, the following:

- purpose,
- test blueprint,
- test development,
- validity,
- reliability,
- accommodations and testing of students with special needs,
- security,
- administration,
- scoring,
- equating,
- scaling,
- standard setting (if done),
- reporting, and
- appropriate use and interpretation of test data.

Appendices should include related materials such as administrative regulations, state standards, sample items, committee rating forms, frequency/percentile distributions, state and district performance summaries by ethnic group, and other pertinent information.

An existing outline for a technical manual is in place for Mississippi and should be the basis for technical documentation.

10.16 Technical Advisory Committee. The contractor will work with the MDE to plan the Technical Advisory Committee (TAC) meetings. The contractor should assume three TAC meetings will be conducted in Jackson, Mississippi, each year. The contractor will assume all costs associated with sending appropriate representatives from their organization to these annual meetings and have representatives available for phone conferences with the TAC upon request from the MDE. The Offeror does not pay for any other costs than for their own staff's participation in the meetings.

10.17 The Successful Offeror shall work with MDE to plan and participate in Technical Advisory Committee (TAC) meetings. The Successful Offeror is expected to provide clearly stated questions and supporting background materials in a timely fashion for review by MDE and the TAC prior to the meetings. All psychometric processes, including test design, scaling, equating, standard setting, and validation procedures must go before the TAC for review and must receive MDE approval. The Successful Offeror shall be responsible for taking minutes and distributing meeting summaries to MDE and TAC members within two business days.

11. General Requirements for Data Files and Reporting of Assessment Results

11.1 Data Files. The Offeror shall describe in detail its plan for the creation and reporting of data files and results of the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests. This plan must describe each step in the reporting of data files and assessment results process and must be reflective of the specific

requirements and schedules for each of the assessment components described in previous sections of the SOW.

- 11.2 All raw student data must be provided to MDE by the Successful Offeror. The deadline for posting the initial individual student level file for the districts is **June 1**. The exact content, naming conventions, definitions of data elements, and file type shall be clearly documented and agreed upon by the Successful Offeror and MDE at least three (3) months prior to test administration.
- 11.3 The deadline for providing Mississippi assessment results to the state for its use in preparing school and district accountability reports is no later than **May 31** of each school year. The Offeror shall confirm its agreement to fulfill this requirement.
- 11.4 The Successful Offeror shall provide full state data files to MDE. The Successful Offeror will maintain the proper identification of each student and the accurate matching of the student to the test results using the identification number for each student. Data cleansing and reconciliation will also be a vendor responsibility, as well as the development of an interface that allows MDE OSA staff to approve/disapprove things like medical exemptions and similar things.
- 11.5 The data file shall contain all information gathered on each student during the test administration and scoring period including but not limited to:
 - a. School and district name and identification number assigned by MDE designating where the student was tested;
 - b. Responses to individual items, including scored item responses and selected item responses for all assessments;
 - c. All raw and derived data; and
 - d. Data about the student used to validate match to student identification number, such as name and birthdate
- 11.6 The state data file shall be transmitted to MDE. The exact content, naming conventions, definitions of data elements, and file type shall be clearly documented and agreed upon by the Successful Offeror and MDE at least three (3) months prior to test administration. At a minimum, the state file must include all elements that have been used in reporting, as well as a comma-delimited or Excel format version of the state file must also be provided to MDE on the secure FTP site.
- 11.7 Vendor must also send an MD5 checksum or equivalent with the data file so MDE can ensure that there were no data corruption issues during transmission/retrieval.
- 11.8 Data Documentation. The Successful Offeror is expected to develop data specification/file layouts, definitions, and formats in collaboration with MDE technical staff to document all data provided to MDE. The Offeror shall confirm its agreement to fulfill this requirement.
- 11.9 Data Ownership. MDE shall own the raw and final data generated through the contract awarded from this solicitation. The Offeror is not allowed to utilize data generated through any of the Mississippi assessments for its own purposes. Any usage

of the data generated through activities related to this RFP may not be used for purposes outside of this RFP without prior written approval from the data owners. MDE may choose to report the data in additional reporting layouts. Additionally, electronic images of the state level reports by grade shall be delivered to MDE. These images shall be in a format mutually agreed upon by the Successful Offeror and MDE. The Offeror shall confirm its agreement with this requirement.

11.10 Student Biographical Data Review (SBD). After testing, districts are provided with the opportunity to review the demographic data generated from the scan file. Student Biographical Data (SBD) review allows school districts the opportunity to verify the accuracy of the demographic data submitted for each student assessed in Mississippi. The review process occurs after all testing has been completed and testing materials have been returned to the test Offeror, and before all assessments are scored and final results are made available. SBD is not a mandatory process and districts decide whether or not to participate.

11.11 Performance Level Descriptors. For the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History Tests, each item will be assigned to a performance level descriptor (PLD) category based on Mississippi's content-specific performance level descriptor documents. The assignment of the PLDs is critical in creating forms to match the blueprint design.

11.12 Standard Errors. Reporting of standard errors is a requirement (per the AERA/APA/NCME joint standards). The contractor may consider error band graphics (such as a bar chart displaying student scale score, school scale score mean, and district scale score mean) and explanatory narrative desirable on all reports where appropriate. Standard errors should be reported for all school, district, and state level reports. Proposals should also include sample student, summary, and list score reports. Sample score reports are available upon request. MDE is open to innovations in reporting approaches, so Offerors may propose new ideas for the score reports.

11.13 The successful Offeror must work with the MDE to collect evidence to ensure that these tests are appropriate for:

- i. reporting the high-stakes accountability purposes for which they are used,
- ii. determining whether students have achieved state standards, and
- iii. improving instruction.

11.14 Reporting Quality Control. The Successful Offeror shall ensure that all data operations are subject to multiple checks for accuracy before data, files and reports are released. The Offeror shall include in its proposal a full and complete description of its quality control (QC) procedures used in the reporting process, for MDE review. The procedure shall include hand calculations of a sample of student reports, and aggregation of student results from the school level to the district level. This should first take place with a test deck of mock student data when the scoring and reporting system is first finalized, and then be repeated when the first live student data is received. The goal is to demonstrate that the scoring and reporting system is error-free. The Offeror shall indicate in detail how it proposes to do this.

- 11.15 The Successful Offeror shall develop and implement QC procedures for checking the accuracy of all test information, all student scores and identification, and all summary data. The standard for the error rate of data reports provided by the Successful Offeror is zero (0.0).
- 11.16 The Successful Offeror shall create detail logs that trace the application of quality assurance (QA) procedures to the state score reports after each administration. The Successful Offeror is responsible for maintaining quality products and services in all aspects of each assessment program component from initial development of training materials to the production of electronic data files and score reports. The Offeror shall indicate how it proposes to do this.
- 11.17 Formatting of Reports. Assessment results are to be reported in a “user friendly” format. MDE is especially interested in reporting approaches that provide actionable information for students, parents, and classroom teachers. The reporting system must be designed to complement instruction and to facilitate the use of assessment results to improve student achievement. Reports must reflect areas of strength as well as areas that need to be targeted for instruction.
- 11.18 MDE issues score reports in digital PDF versions. Electronic copies of reports are uploaded to SharePoint and are also available on the Contractors online portal. MDE is interested in providing on-demand reports to districts and schools. Contractor should propose a plan for this.
- 11.19 MDE expects the Successful Offeror to utilize feedback from students, parents, administrators and teachers on report shells and content when designing and creating the reporting system. Report shells and reports for accommodated forms of this assessment component will also need to be generated. The Offeror shall describe in detail how it proposes to fulfill this requirement.
- 11.20 The design and layout of reports will be initiated in a timely manner so that MDE has sufficient time to review the reports and to provide feedback to the Successful Offeror. This timeline shall be incorporated into the detailed schedule that will be included in each proposal.
- 11.21 Offeror will use a secure portal for posting and retrieval of all score reports, pass/fail rosters, the ordering of LP/Braille test booklets, etc.
- 11.22 Samples of current score reports for the assessments are available upon request. Offeror should look at these examples as minimum requirements but note that MDE is open to and encouraging creative ideas and approaches on how to improve the quality of information that is currently provided to students, families, and communities.

12. Quality Assurance (QA)

- 12.1 The contractor will ensure that all data operations for the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History are subject to multiple QA checks for accuracy before results are released. The contractor should include in the proposal a full and complete description of its QC procedures for

MDE review. The contractor will develop and implement QC procedures for checking the accuracy of all test item information, all student scores and identification, and all summary data.

- 12.2 The contractor will create detail logs that trace the application of QC procedures to the state score reports after each administration. Contractor is responsible for maintaining quality products and services in all aspects of both assessment programs from initial development of items to the production of electronic data files and score reports.
- 12.3 The Successful Offeror must plan and prepare QA schedules that will allow work to flow in a timely, effective manner while maintaining high quality deliverables. MDE must review and approve the QA schedules annually. The Offeror shall indicate how it proposes to do this.
- 12.4 The contractor will provide the MDE with a report that summarizes any problems noted in the completed and returned scorable data files. The report will detail any error/problem/discrepancy by district and by school. This report will allow the MDE, specifically, the Office of Student Assessment, to detect any patterns in the errors, problems, and/or discrepancies noted in the report, to use that information to clarify instructions in the district/school test coordinator guides, and to focus and improve the training provided at district test coordinator training sessions. This report is due no later than February 15 for the December administration of the EOC tests and June 15 for the spring administrations of both assessment components.
- 12.5 The contractor will retain student response files documents for possible re-scoring for a designated period agreed upon by the contractor and the MDE.
- 12.6 The contractor will immediately notify the MDE when an item error, scoring error, or reporting error is discovered. The contractor and MDE will develop a plan for correcting the error. The plan will include a description of how timely and forthright information will be communicated to all affected stakeholders. The Offeror shall indicate how it proposes to do this.
- 12.7 In the event that a district needs to have score reports reprinted for any reason other than a natural disaster, the District Test Coordinator may contact the contractor to request the necessary reports. The contractor will charge the district a set-up fee and a per-report fee for the specific reports requested. Before work begins, the district will provide the contractor a purchase order for the job. The MDE will not be responsible for the fees associated with the reprinting of score reports. The fees will be set according to the prevailing pricing rates by the contractor as set in the response to this RFP.
- 12.8 The MDE expects that all products developed and used under this contract will be defect-free. Errors in materials or quality assurance, failures in development, administration, scoring or reporting for any assessment component will not be tolerated. The term "defect" includes, but is not limited to, inaccuracies in grammar, content, format, or directions in any printed or online material or posted materials. The standard for the error rate on all test-related information provided by the

contractor is zero (0.0%). See the subsequent section on liquidated damages for additional information.

13. Test Security

- 13.1 Importance of Ensuring Integrity of Assessments through Enforcement of Rigorous Test Security Standards. Test security violations and other breaches of test security can impact the fairness of testing. To ensure fairness of the administration of statewide assessments, the Offeror must describe in detail and demonstrate the process to secure items during test development and assist MDE and its test security vendor in responding to and conducting investigations of material breaches of test security.
- 13.2 General Procedures. The Selected Offeror must agree to department approval of the following: signoff and storage requirements for all test materials, procedures for online delivery, directions for administration, and analyses for monitoring suspect scores.
- 13.3 Test Administration Monitoring. The Offeror shall describe in detail the steps that it would take to monitor the fidelity with which the test administration and security procedures are being applied. This shall include a plan for on-site monitoring of computer-based administrations, as well as the use of forms certifying that applicable test administration and security procedures were followed to be signed by all local school personnel who were involved with administering the exams. Additional electronic monitoring of security procedures may be included.
- 13.4 Test Security Breaches. A material test security breach (“Security Breach”) is anything that may compromise the integrity or validity of the test and/or its results. Security Breaches have external implications for the State and may result in a decision by MDE to remove the affected test item(s) from the available secure item bank and/or to invalidate test scores materially impacted by the breach. Although a Security Breach can be caused by a violation of MDE test security and/or test administration rules, it may also result from a breach that occurred in another state’s assessment program, whereby a secure test item used in Mississippi assessments was compromised as a result of a Security Breach in another state that used the same secure test item of the Offeror. The Successful Offeror must agree to report all Security Breaches to MDE within 24 hours of receiving information about them, as further explained below.
- 13.5 Caveon Investigative Services. MDE currently contracts with Caveon Investigative Services (“CIS”) for test security investigations, auditing and consulting services in relation to Security Breaches on statewide assessments. MDE intends to continue contracting with Caveon Investigative Services for these purposes and the Successful Offeror shall be required to assist MDE and CIS in reporting, investigating and responding to all Security Breaches.
- 13.6 Reporting, Responding to and Investigating Security Breaches. The Offeror must describe in detail the methods it would utilize to solicit, receive and communicate to

MDE and CIS all information about Security Breaches before, during, and after the administration of mandatory statewide assessments. Methods to solicit and receive such information may include, but are not limited to a Security Breach telephone tip-line, a publicly available website Security Breach reporting form and/or email address for reporting. The Successful Offeror shall be required to report all Security Breaches directly to MDE and CIS within 24 hours of receiving information of same. The Successful Offeror will be required to provide material support to MDE and CIS in developing and executing an investigative response plan for each and every report of a Security Breach. The Offeror must confirm its agreement to use its best efforts to promptly and completely assist MDE and CIS in responding to and investigating all Security Breaches.

13.7 Improvement of Test Security. The Successful Offeror will provide assistance and support for strengthening the state’s overall security procedures. This may include confirming that state-of-the-art processes, policies, and materials are being employed for the state assessments. The Successful Offeror must agree that all of its procedures and methods related to test security may be reviewed and audited by CIS and that it will promptly provide all information requested by CIS and/or MDE in connection with any such audit.

13.8 Caveon Data Forensics™ (DF)

- a. Caveon Data Forensics™ Analyses for Test Security. Mississippi currently uses Caveon Test Security® for its assessment program and wishes to continue doing so in the future. The contractor will utilize Caveon Data Forensics® to provide data to MDE that analyzes the results of each test administration for the Mississippi MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History by content area and grade each contract year. The analysis is used to manage the security risks by identifying statistical inconsistencies and testing irregularities.
- b. Caveon Data Forensic Analysis Details. The Selected Offeror’s test delivery, scoring, and other systems will capture and store appropriate test response data elements to ensure the Caveon detection statistics, detailed below in Table 1, may be run after each test administration:

Table 1: Detection Statistics

Possible test security breach	Detection statistics
Examinees who share answers, teachers or proctors who disclose the actual test questions, or proxy-test taking	Pairs or groups of tests that are extremely similar (i.e., large numbers of identical answers).
Illicit use of stolen test questions also known as “braindump” materials	Clusters of similar test instances and association counts for detecting membership in “gangs of cheaters.”
Test content that may have been exposed prior to giving the	Counts of identical tests or perfect tests. Also, unusual score differences between

Possible test security breach	Detection statistics
test	previously published items and new “field test” items that have not be published before.
Examinees who may have been coached or received unauthorized assistance	Inconsistent response patterns as measured by response aberrance (e.g., answering difficult questions correctly and missing easy questions). Analysis of gain scores may also identify examinees who received unauthorized assistance.
Examinees who may have worked together and/or communicated with each other during the exam	Analysis of response time stamps when the tests are given by computer can determine whether a pair of examinees has worked in a synchronous manner.
Coaching of actual test content	Examinees with unusual gain scores (for detecting possible gains that are artificial). Requires prior year test scores or scores from other tests that correlate highly with the test results being analyzed.
Disclosure of actual test content by a teacher, instructor, or on the Internet	Inconsistent use of time in responding to items or answering questions in unusually short time intervals. The analysis is only available if the response times are collected (usually through computer-based testing [CBT]).
Inappropriate tampering of test materials, or inappropriate direction during testing.	High numbers of wrong-to-right erasures on paper and pencil tests. The analog for CBT is an analysis of answer changes from wrong to right.

c. Score Invalidations and Cancellations

The Contractor will send results from each DF analysis to MDE for review, recommendations, and approval to proceed. A tight turn-around is necessary to meet scoring and reporting deadlines following each administration of the tests. The contractor will work with the MDE to establish procedures for flagging identified scores with an invalidation status based on Caveon analyses following each administration.

d. Interpretative Report

After the last test administration each year, Offeror shall provide a detailed interpretative report generated by Caveon that details the findings of school year’s data forensic analyses. This report will highlight and detail statistical irregularities in a manner that supports improvements for MDE’s ongoing test security processes.

13.9 Caveon Web Patrol™

a. Caveon Web Patrol™ for ongoing web monitoring before, during, and after test administrations

The Selected Offeror will subcontract with Caveon, LLC, in order to provide Caveon Web Patrol services to help ensure that sensitive test information is not disclosed or at risk of disclosure through websites, peer-to-peer servers, social media, and other Online channels. Caveon Web Patrol will monitor English language websites and searchable discussion forums for the disclosure of Client's protected test content and proxy testing solicitations and will deliver weekly updates that detail the threats that have been identified and/or monitored. Each update will:

- Identify and classify each reported Internet risk as CLEARED, ELEVATED, OR SEVERE, per Caveon's standard scale.
- Track changes in risk status;
- Report web traffic statistics for high-level risks (SEVERE)
- Create a cloud-based archive of verified SEVERE risks, with URLs and other mutually-agreed upon details of infringing content.

b. Duration of Caveon Web Patrol Web Monitoring

Caveon Web Patrol services will be provided for a six-week period around each test administration window. It is anticipated that the monitoring will last one week prior to each administration, four weeks during the administration, and one week after each administration during every contract year.

14. Professional Development (PD)

14.1 The Selected Offeror must work closely, on an ongoing basis, with the MDE assessment team to develop and/or revise a variety of professional development tools and resources for districts and schools. The Selected Offeror must also collaborate with MDE in developing materials to be used within trainings of teachers.

14.2 MDE is interested in conducting more PD activities via Webinars and providing tutorials on use of online assessments, proctoring test administrations, uploading data files, the use and interpretation of score reports etc. MDE would like the vendor's support in providing short 30-minute tutorials for training purposes twice a year at the DTC training sessions. As a separate cost option, the Offeror will propose a variety of PD activities for the state, to be conducted in training sessions once or twice a year.

15. General Program Management

In this section of the RFP, information is provided on MDE's expectations and requirements for program management of the MAAP-SCI for Grades 5 & 8 and MAAP-EOC in Biology and U.S. History components of the state's assessment program. The following tasks and responsibilities shall be addressed in the management plan:

- Program management plan
- Project Schedules and timeline management
- Staffing
- Communications
- Management meetings
- Quality control (Note that QA procedures were discussed in a previous section)
- Invoices
- Deliverables and Liquidated Damages

Proposals shall include a detailed plan of action that describes how each of the following tasks related to program management will be accomplished.

15.1 Program Management Plan. The Offeror shall provide a proposed schedule that clearly identifies and includes:

- a. Key activities related to the program (such as ordering of materials, receipt of materials, test dates, online test delivery test engine set-up, testing and training, return of materials, demographic clean-up window, release of individual student scores, final individual student, school and district score file release, receipt of reports, etc.)
- b. Key transfer dates between the Successful Offeror and MDE related to development, production, shipping and receipt, administration of online assessments, scoring, data processing, reporting and psychometric activities.

15.2 The offeror must provide a detailed program plan during the time of contract negotiations for the first year of the contract, and by February 15th in all subsequent years for the following year's contract. The program plan is due on this date of each year for the following fiscal contract year (July 1st -June 30th).

15.3 The offeror must provide the MDE with four copies of the program plan (work plan) and master calendar/schedule in bound books that are three-hole punched and an electronic copy. MDE must receive the books no later than June 30 of each year of the contract.

15.4 The Offeror must provide a Key Activities and Deliverables Table for each fiscal year.

15.5 Project Schedule. Proposals shall include a detailed schedule reflective of the work plans that describe how each of the requirements and specifications described in the proposal will be accomplished. The schedule shall at a minimum identify the tasks, subtasks, beginning date, end date and the party/functional group responsible for each step in the process. The schedule must be included as a separate attachment to the proposal.

15.6 The offeror shall provide a master schedule and/or calendar that specifies all activities that lead to products or services that are deliverable to either the MDE or local school districts. The deliverables and services will be clearly identified and

accompanied by a due date. The proposal shall contain the master schedule for fiscal year 2018-2019. Similar master schedules will be submitted two months prior to the approval of contracts for each of the subsequent years of the project period. The offeror and the MDE will mutually agree upon dates.

- 15.7 Activities related to the development for the next year's assessment and reporting for the prior year's assessment must be clearly distinguishable from activities related to the current year's assessment.
- 15.8 Joint review of this schedule followed by MDE's approval for the first contract period should occur within two weeks of the contract award and shall be an attachment to the original contract. The Successful Offeror and MDE shall mutually agree upon final dates. Joint monitoring of the schedule shall occur on an on-going basis. The Successful Offeror shall ensure that all schedule adjustments allow for final deliverable dates to be met. If necessary, timelines and schedules may be revised with prior approval of MDE and an executed contract amendment for all deliverables subject to liquidated damages.
- 15.9 A revision of a timeline on the part of the Successful Offeror exempts the Successful Offeror from meeting a contractual deadline only if (1) the Successful Offeror and MDE mutually agree upon and document through a contract amendment an extension of the deadline as executed through a contract amendment or (2) the Successful Offeror is able to prove that the deadline was not met due to MDE's failure to meet a contractual deadline resulting in the Successful Offeror's inability to adhere to the schedule for delivery of products and services. Note that (1) above does not preclude the imposition of liquidated damages on the Offeror by MDE.
- 15.10 For the contract beginning on July 1, 2018, the review of the schedule should occur within the first two weeks of the initial contract. For each following contract year, by February 1, the Successful Offeror shall provide an updated detailed work plan and project schedule that specifies all activities leading to products or services deliverable to either MDE or local school districts for the following assessment year.
- 15.11 Staffing. The offeror shall assign one person to function as the Program Manager. That person shall be responsible for all activities required by the project and will serve as the main contact person between the offeror and the MDE. The Program Manager shall have the authority to make decisions and commitments on behalf of the offeror.
- 15.12 The MDE reserves the right to interview the potential Program Manager and must approve the person assigned to function as the Program Manager. If the MDE requests that the Program Manager be replaced, the offeror will abide by this request.
- 15.13 The Program Manager will return calls from MDE staff and respond to e-mail messages in a timely manner. If the Program Manager is not available to take calls and return messages, the MDE will be notified in advance. In the event that the Program Manager is not available, the MDE will be notified as to whom to contact in his or her absence; generally, the second contact will be the Project Coordinator.

- 15.14 The offeror will assign two or more persons to function as the Project Coordinators. The MDE reserves the right to interview and approve the Project Coordinators. These persons must report directly to the Program Manager, who is responsible for all activities required by the project and serves as the main contact person between the offeror and the MDE. The Project Coordinators will also serve as the designated customer service representatives who receive calls and inquiries directly from district test coordinators.
- 15.15 The MDE reserves the right to interview and approve all content managers, content leads, and content assessment specialists (or staff in equivalent positions) working on any aspect of the program covered by this contract.
- 15.16 Content assessment specialists will work on the assessments throughout each year, providing not only the development of the number of prescribed items needed each contract year but also a variety of consulting services to include, but not limited to, analysis of the curriculum frameworks and item banks in order to plan future development, review of test forms before final review by MDE, and advising and consulting with MDE, offering a collaborative approach for projects that may involve other MDE departments. Content assessment specialists who are most knowledgeable and are the best to present instructional and content subject area-specific training will be available when MDE identifies the need.
- 15.17 On-going Communication. Close, on-going communication between the Successful Offeror and MDE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, and other communication procedures will be at the Successful Offeror's expense. Toll-free numbers shall be provided by the Successful Offeror for telephone communication including conference calls and webinars.
- 15.18 The Successful Offeror shall make all written communication or summaries of communications with any subofferor(s) identified in this proposal available to MDE at its request. In addition, MDE expects to be able to participate during all appropriate and applicable meetings and trainings between the Successful Offeror and any subofferor(s) identified in this proposal. The Offeror shall confirm its agreement to meet this requirement.
- 15.19 Copies of all correspondence between the offeror and local school district personnel shall be approved by the MDE prior to being sent to district personnel.
- 15.20 Timeliness of Communication. The Program Manager shall return calls from MDE staff and respond to email messages within 24 hours. If the Program Manager is not available to take calls and return messages, MDE shall be notified in advance. In the event that the Program Manager is not available, the Successful Offeror shall notify MDE as to whom to contact in his or her absence and shall provide contact information for such individual. The Offeror shall confirm its agreement to meet this requirement.
- 15.21 Program management Meetings. Periodic meetings between MDE staff and representatives of the offeror are necessary. Those persons directly involved with the various components of the project must be available for technical assistance and

discussion at an appropriate site at the expense of the offeror for at least two planning/work sessions per contract period, with at least one of these meetings occurring in Jackson, Mississippi, no later than January of each school year.

- 15.22 The Successful Offeror's Program Manager shall prepare written documentation of each in-person project meeting. This shall be submitted to MDE within one week of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.
- 15.23 Weekly conference Calls. At a minimum, weekly phone calls between pertinent MDE staff and the Successful Offeror's Program Manager and other key Successful Offeror staff shall be held between in-person project meetings to keep MDE current on project status, discuss issues as they arise, and to plan upcoming activities. As the need arises, other periodic or on-going conference calls may be conducted. The Successful Offeror's Program Manager will prepare written documentation of each conference call. This is to be submitted to MDE within two business days of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.
- 15.24 Weekly Reports. The Successful Offeror shall provide a weekly report that summarizes actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, items at risk and resolution plans, work that will occur in the next month and beyond, and so forth. These reports shall be sent weekly to MDE.
- 15.25 Program Improvement Plans. For each phase of the program including development, production, shipping and receipt, administration, online system administration, scoring, data processing, reporting and psychometric activities, the Successful Offeror shall provide a report that addresses the relevant phase by detailing the activities completed and by providing recommendations for improvement for the next assessment cycle. The report shall also detail errors, problems and/or discrepancies by district and by school. The report will allow MDE to detect any patterns in the errors, problems, or discrepancies noted in the report and to use that information to clarify instructions in the TAM, Assessment Administration, and/or Coordinator Manuals. This report shall be completed within one month of completing the relevant phase.
- 15.26 The Office of Student Assessment staff will monitor the offeror's performance quarterly. Sub-standard performance and non-compliance with the specifications stated in this RFP and in the contractual agreement will result in liquidated damages applied.
- 15.27 Communication with Other Entities. The Successful Offeror shall assist MDE in explaining to the media, the public, stakeholders, the court, and/or other applicable entities why the tests are valid and reliable assessments that are appropriate for their intended purpose. The Offeror shall confirm its agreement to meet this requirement.
- 15.28 Quality Control and Sign-Offs. Reviews and signoffs for all deliverables shall be documented and available to MDE upon request. The Successful Offeror shall document the steps, timeline, and staff involved in the quality control procedures for

each phase and deliverable of the project. The Offeror shall confirm its agreement to fulfill this requirement.

15.29 Status Report. The offeror shall provide a status report indicating all tasks completed during the pay period when invoices are submitted to the MDE. Receipt and approval of the status report by the MDE shall be required prior to the payment of each invoice.

15.30 The offeror must negotiate in good faith and provide a revised budget if necessary by **February 15th** of each year for the following fiscal contract year.

15.31 Deliverables and Liquidated Damages. All deliverables are subject to liquidated damages. The Successful Offeror shall alert MDE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date. MDE must be notified whenever the Mississippi contract is included in Successful Offeror's internal meetings focused on programs at-risk.

- a. The parties to this agreement recognize the importance of a timely and accurate assessment system for the Mississippi Department of Education, districts, schools, students, and parents of students. The parties agree that the Offeror's failure to complete work tasks both correctly and on time may result in injury to MDE, but the amount of damages resulting from such injury cannot be calculated with certainty. Therefore, the parties agree to the following liquidated damages for Offeror's failure to achieve Key Deliverables.
- b. Test materials reasonably containing Critical Errors shall be considered late and are subject to liquidated damages of **\$15,000 per work day** past the due date until corrected materials are provided. Critical Errors are those that reasonably render the deliverable substantially unusable by MDE, as determined by MDE. For each work day that arrival in any district of ancillary test materials free of Critical Errors (Test booklets for the Writing Components, Braille, Large Print, District Test Coordinator / School Test Coordinator Manual, and Test Administration Manual, along with Online Tutorials Available for District Use) necessary for a secure and standard administration is delayed past the original or negotiated due date, the Offeror will be subject to \$15,000 liquidated damages per day.
- c. Delivery of the score reports and data files for students, schools, districts and the state that have Critical Errors shall be considered late and are subject to liquidated damages of **\$25,000 per work day** past the due date, and after 7 days are subject to liquidated damages of **\$50,000 per work day**, until corrected delivery system and/or materials are provided. For each work day that the arrival of the data files or score reports (Individual Student Level File(s), Individual Student Level File Electronic Reports, Individual Student Hard Copy Score Reports, State Level File(s), District Level File(s), District Electronic Reports, School Level File(s), School Electronic Reports) with Critical Errors necessary for administering tests or reporting of test results is delayed past the original or negotiated due date, the Offeror will be subject to either \$25,000 or \$50,000 (if

more than 7 days late) liquidated damages per day.

- d. The Online Test Delivery System Demonstration and Online Test Delivery System Available for District Installation/Download shall also be subject to either \$25,000 or \$50,000 (if more than 7 days late) liquidated damages per day.
- e. Delivery of an online test administration/delivery system that has Critical Errors shall be considered late and are subject to liquidated damages of **\$50,000 per work day** past the due date, and after 7 days are subject to liquidated damages of **\$100,000 per work day**, until corrected delivery system and/or materials are provided.
- f. If the online test delivery system is not operating at an acceptable level and not able to be used for actual test delivery on the scheduled date, it will be considered a breach of the contract and a penalty of **\$250,000** will be assessed, with the contract subject to termination.
- g. Deliverables shall be considered late if not received by or before 4:30 p.m. Central Time on the date specified. The Offeror assumes all risks incurred in its selection of a delivery method, including but not limited to electronic transfer (e-mails, facsimile, etc.). To the extent that the Offeror's delay or nonperformance is excused, liquidated damages shall not be due the State. Nonperformance shall be defined as Offeror's failure to deliver the Deliverables subject to Liquidated Damages free of Critical Errors by the due date specified in the Table (which may be amended by agreement of Offeror and MDE.) Critical Errors are those that reasonably render the deliverable substantially unusable by MDE, as determined by MDE.
- h. To the extent that failure to timely and correctly complete a key deliverable is caused by or would not have occurred but for acts or failures to act by the State, MDE, Local Education Agency's, or by a third party outside the control of Offeror, Liquidated Damages shall not be assessed.
- i. The key deliverables that are subject to LDs are listed below.

Assessment Deliverables Subject to Liquidated Damages

Deliverable	Deliverable Date
Core Test Form and Field Test Form Development – Final	No later than xx months prior to testing
Non-secure Materials In District (e.g., TAM, DTC and STC Manuals, Teacher Guides)	No later than xx months prior to testing
Secure Materials In District	No later than xx weeks prior to testing
Online Tutorials Available for District Use	No later than xx weeks prior to testing
Online Test Delivery System	No later than xx months prior to testing

Demonstration	
Online Test Delivery System Available for District Installation/Download	No later than xx months prior to testing
Test Forms Loaded in Online Test Delivery System and Online Test Delivery System Ready for Testing	No later than xx weeks prior to testing
Reporting: Individual Student Level File Posted	No later than the June xx
Reporting: Individual Student Level File Electronic Reports Posted	No later than June xx
Reporting: Individual Student Hard Copy Score Reports in District	No later than June xx
Reporting: State Level File(s) Posted	No later than June xx
Reporting: District Level File(s) Posted	No later than June xx
Reporting: District Electronic Reports Posted	No later than June xx
Reporting: School Level File(s) Posted	No later than June xx
Reporting: School Electronic Reports Posted	No later than June xx
Technical Report – Final version to MDE	No later than August xx

Note: Deliverable dates will be listed separately for each assessment component. All dates will be negotiated with the winning offeror by MDE once the work plans and schedules have been developed.

Limitations and Resolutions – Any revision to the Scope of Work or schedule and/or any changes in content, timing or specifications of deliverables must be agreed to in writing by MDE’s authorized representative for the Assessment Office and Offeror. The parties further agree that deliverables conforming to revisions mutually agreed to in writing and specified that liquidated damages will not be assessed will not be subject to Liquidated Damages.

The parties agree that for each contract year, the liquidated damages for which the Offeror may be liable shall not exceed **10% of the annual contract amount**. In addition to the 10% limit on liquidated damages, the Offeror shall pay any penalties and fines imposed by the United States Department of Education on MDE as a result of a failure to perform under contract to meet the deadlines and the \$250,000 penalty should the online test delivery system not be capable of delivering tests on the first day of the testing window. In the event of complete failure of performance, these liquidated damages provisions, including the 10% limit on liability, shall not apply and MDE may pursue any other legal or equitable remedies available to it.

MDE shall provide the Offeror with written notice of its intent to impose liquidated damages.

Force Majeure – To the extent that delays in performance or delivery are caused by or would not have occurred but for a force majeure event (events beyond the Offeror’s

reasonable control including without limitation, acts of God; acts or omissions of governmental authorities or the other party or any third party; strikes, lockouts or other industrial disturbances; acts of public enemies; wars; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions), such delay in performance shall not constitute a breach of the contract and the date of delivery or performance shall be extended for a reasonable period of time, and Liquidated Damages will not apply during such extended period of time.

16. Transition Plans

16.1 Proposals must include two draft Transition Plans detailing the transfer of relevant assessment documents and materials. An organized transition that ensures the continuity of the state assessment program is of the essence. The first draft Transition Plan must address the receipt of materials by the Successful Offeror upon final execution of the contract. The second draft Transition Plan must address the transfer of materials, both pre-existing and newly developed, from the Successful Offeror to MDE or another offeror upon termination or expiration of the contract.

16.2 The Successful Offeror shall assist MDE with all activities required to transfer all assessment documents and materials during these two transition phases. Draft Transition Plans shall include procedures for the transition of documents and materials. The Successful Offeror shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among MDE, the current offeror, the Successful Offeror and MDE's future offeror(s):

- a. Test development - all critical documents and materials used in the test development process;
- b. Item and test specifications – all item format details, test map requirements, test blueprints, and technical reports;
- c. Test books –all electronic test booklets and electronic answer documents from previous test administrations; test maps for each form from the previous year's administration with keys and metadata;
- d. Passages and artwork – all photocopies of the original passages with source documentation, copies of contracts, original electronic art files and applicable permission information;
- e. Item bank, item and test statistics – all items, item-level metadata and previous usage statistics, available test-level statistics, previous anchor range finding papers, rubrics, constructed-response materials such as training material protocols, previous operational and field test usage of each item year and form item position status; item and related data must be transferred in electronic format
- f. Program administration - all critical documents and materials used with the test administration process;

- g. General program documentation – all critical documents and materials used for general program documentation and summary reports;
- h. Reports – sample copies of all reports provided to districts and schools;
- i. Manuals/guides – sample copies of all guides and manuals (electronic versions) for the operational test administrations, and copies of all electronic materials posted on the state website during the operational test administration;
- j. Scanning/Scoring information - all critical documents and materials used in the scanning and machine scoring process;
- k. Performance scoring specifications – all training papers, anchor sets, calibration papers, rubrics, and constructed-response scoring rules; previous year’s score distributions for each item and historical reader agreement rates;
- l. Psychometric and related assessment information required for the program - all critical documents and materials used for psychometric analyses and related procedures;
- m. Equating data files –all documentation that outlines layouts for files including item statistics, master file, pre-id, school/district score data and state-level score data;
- n. Scoring/reporting specifications – all documentation regarding scoring rules, aggregation rules, roll-up algorithms, and tables used to calculate student, school, district, and state results;
- o. Technical reports and other validity and reliability reports - all electronic copies of past technical reports produced by the previous offeror and electronic copies of any other reports that discuss the validity or reliability of the assessments;
- p. Project plan - all documents that outline the tasks/deliverables and corresponding schedule for those tasks/deliverables;
- q. Professional development – all critical documents and materials used for professional development;
- r. Schedules containing dates/durations for the following tasks:
 - Developing items, forms, and materials
 - Enrollment and pre-identification
 - Packaging and distribution
 - Scoring and reporting

16.3 Offeror recommendations for the transition of additional materials not included in this list are encouraged. After discussion with the Successful Offeror, the final Transition Plans will be subject to the review and approval of MDE prior to implementation.

The Offeror shall reference its proven ability to provide smooth contract transitions when working with other assessment organizations in contract transitional activities.

Appendix A

The following pages are from the *MS CCRS for Science*. The introduction along with Grades 5, 8, and Biology standards are included below.

1. Provide Calendar of Events [Required if a program evaluation request – state estimated or needed timeframe for project completion and report deadlines, project update frequency, strategic milestones/deliverable dates, and other necessary information related to project management.]

2. Project Administration Requirements for Vendor:
 - Although the Mississippi Department of Education may provide some project guidance, the Bureau expects the Offeror to provide expertise and to independently perform all project management, data gathering, analysis, status reports, and writing and presentation tasks as required by this RFP.
 - Offeror shall conduct entrance conference with MDE division office and shall present and provide written information to division staff, including project scope and objectives, planning approach and methodology, anticipated timelines for data gathering and analysis, timelines for key project milestones and deliverables, and an introduction to the project manager and staff.
 - Offeror shall deliver status reports to the Contract Administrator electronically every month, provide hard copy status reports suitable for dissemination to the Board of Education as specified in the Calendar of Events, and in addition make any special status reports by telephone or in person as soon as practical upon request of the Contract Administrator.
 - Offeror shall provide full written report and formal presentation of report to Subcommittee on School Accreditation and Accountability that addresses all elements listed in the Statement of Work in Section G. Additionally, Offeror shall make available a concise report to include executive summary, findings, and recommendations only.

3. Project Documentation and Supporting Expertise Requirements for Offeror:
 - Assure that evidence of findings and recommendations are well-documented and thorough and that all items contained in the Statement of Work in Section G are explicitly addressed in the report.
 - Maintain working papers and ensure traceability by Contract Administrator to reconstruct sources or logic.
 - Assure that all models, graphs, flowcharts, and tables in the report are free-standing and require minimal consultant explanation to lay readers.
 - For each task listed in the Statement of Work in Section G, identify potential risks that the Offeror will not be able to perform the task, and how the Offeror plans to reduce those potential risks. Offeror should accept that there will be risks and factors affecting performance and must be realistic in assessing them.

- Disclose any dependency on or assumptions about time and resources necessary from the Department of Education necessary for the Offeror to perform.

E. TIME FRAME

The anticipated initial contract period will be from July 1, 2018 through June 30, 2019 with 4 optional one-year renewals.

Renewal of contract for subsequent years will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract and a performance-based evaluation.

A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFP.

F. TYPE OF CONTRACT

It is anticipated that this contract will be a fixed price contract with payment made upon completion of tasks identified within the proposal.

G. CONTRACTOR REQUIREMENTS

The contractor will be responsible for all tasks required to complete the project as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

- Reports
- On-going communication
- On time delivery of test
- Reporting

H. MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as stated below:

- Provide a contact person to work with the contractor to ensure quality control,
- Review and approve timeframes and work plans, and
- Provide available information to assist the contractor.
- Provide Statement of Work to Offeror
- Provide Calendar of Events to Offeror

I. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor will provide one person who will be responsible for all activities required to fulfill said contract. This

individual will be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the RFP.

The MDE will also designate one representative who will act as the primary contact for this office. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP.

J. TERMINATION IN EVENT OF EMPLOYMENT

Contract will be terminated immediately if Contractor becomes an employee of MDE and is only subject to payment of services prior to effective date of employment at MDE.

K. MEMORANDUM OF UNDERSTANDING

The execution of a Memorandum of Understanding (MOU) will be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

L. ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on a MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for MDE.

M. AVAILABLE BUDGET

In an effort to assure a fair and equitable evaluation and award, the annual budget is \$3,000,000 for a total of \$15,000,000 over the five year period. Please explain exactly what the State will receive for this amount of funds and the evaluation committee will determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount.

N. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal shall consist of eight parts: Part I – Proposal Transmittal Form & Management Summary; Part II – Production Proposal; Part III – Corporate Experience and Capacity; Part IV – Personnel; Part V – References; Part VI – Acceptance of Conditions; Part VII – Additional Data and Part VIII – Cost Data. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal.

The proposal shall be prepared with a 12-point font with single spacing; bound in a three-ring binder with no staples, clips or rubber bands; and limited to 1000 pages.

- **Part I** is the **Proposal Transmittal Form**, (Attachment A) which shall serve as the cover page of the offeror's proposal. The offeror shall complete the form and attach to the proposal in response to the RFP. **Management Summary** which shall provide a letter indicating the underlying philosophy of the firm in providing the service.
- **Part II** is the **Production Proposal** that shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part III of this RFP. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included.
- **Part III** is the **Corporate Experience and Capacity**, which shall provide satisfactory evidence of the vendor's years of experience, capability to manage and coordinate the types of activities and provide the services described in this RFP in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section T of this RFP. A discussion shall include a description of the vendor's background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. Samples of previous work may be included as well as letters of recommendation from current customers.
- **Part IV** is **Personnel** which shall provide resumes of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operations of the contract.
- **Part V** is the **References** section which shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a responsible contact person.
- **Part VI** is the **Acceptance of Conditions** section where the Vendor shall indicate agreement with the terms and conditions as set forth beginning on page number 84 of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.

- **Part VII** is the **Additional Data** section which shall provide any additional information that will aid in evaluation of the response.
- **Part VIII** is the **Cost Data** that shall include the cost proposal and must encompass all requirements of this RFP. In order to be considered, vendors must submit a proposal that includes the budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. The cost data IS BINDING, but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MDE will not pay any costs above this amount. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample chart). Identify all non-labor costs and their estimated totals. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary form (Attachment E) shall be completed and shall accompany the proposal.

O. ACCEPTANCE OF PROPOSALS

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

P. REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE

By submitting a proposal, the offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

Q. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Public Procurement Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The offeror is determined to be non-responsive.

7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is unreasonable.
9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.
10. The offeror did not complete and/or sign the required attachments and include as part of proposal submission.
11. The proposal is received late. Late proposals will be maintained unopened in the procurement file.

EXCEPTIONS:

The MDE reserves the right to reject any and all proposals, to negotiate with the best proposed offeror to address issues other than those described in the proposal, to award a contract to other than the low offeror, or not to make any award if it is determined to be in the best interest of the MDE.

R. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Department of Education and will not be returned to offeror.

S. CONDITIONS OF SOLICITATION

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDE to execute a contract with any other party.

The offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. The MDE accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.
3. The award of a contract for any proposal is contingent upon the following:
 - Favorable evaluation of the proposal,
 - Approval of the proposal by the Office of Student Assessment, Mississippi Department of Education,
 - Successful negotiation of any changes to the proposal as required by MDE,
 - State Board of Education approval, if required,
 - Public Procurement Review Board approval, if required.
4. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with offerors who submit proposals determined to be

reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.

5. MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Public Procurement Review Board.
6. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
7. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Amendment D with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of proposals.
8. The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the offeror's prices.
9. The offeror shall submit in writing any trade secrets or other proprietary data contained in the proposal which the offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Offer must complete Attachment C with the proposal identifying any such information.

T. QUALIFICATIONS

The offeror shall provide the following minimum information:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposal;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
- A plan giving as much detail as is practical explaining how the services will be performed.

U. CRITERIA FOR EVALUATION OF PROPOSALS

The MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDE.

Proposals submitted by the specified time and containing the eight parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE. The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

TECHNICAL FACTORS (Proposed Methodology) – 35 Points

1. Plan for performing the required services
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in provide the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services
4. Innovative technology and techniques provided.

MANAGEMENT FACTORS – 20 Points

5. Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting
6. Record of past performance of similar work

COST FACTORS – 45 points

7. Price

A formula will be applied to determine the points awarded to each offeror. Points will be given based on the offeror's costs in relation to the low offer.

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the State Board of

Education (if applicable), and the Public Procurement Review Board (if applicable) for approval.

V. POST-AWARD VENDOR DEBRIEFING

Vendors will be given the opportunity to request a debriefing. Upon notification of intent to award or notification of unsuccessful bidder, vendor will have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission. At a minimum, the debriefing should occur within five (5) business days after receipt of the vendor request. The debriefing shall include the following:

- (1) Evaluation of significant weaknesses or deficiencies in the proposal;
- (2) Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) Summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

W. RIGHT TO PROTEST

Any actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency head. The protest must be submitted in writing by the offeror or an individual authorized to sign contracts on behalf of the protesting offeror within 8 - 10 days after such aggrieved person knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting offeror must provide facts and evidence to support the protest. A protest is considered filed when received by the Agency head, or designee. Protests filed after the date will not be considered.

The Agency head shall promptly issue a decision in writing. The decision shall:

- (a) state the reason for the action taken; and
- (b) inform the protestant of its right to administrative review.

X. ACKNOWLEDGMENT OF ADMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by the MDE by the time and at the place specified for receipt of bids.

Y. STANDARD TERMS AND CONDITIONS

Certain terms and conditions are required for contracting. Therefore, the offeror shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

3. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

4. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or

otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. COMPLIANCE WITH LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

7. COPYRIGHTS

Contractor agrees that MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall

promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

10. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party’s prior written consent.

10. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

11. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Rules and Regulations*, a copy of which is available at 210 E Capitol Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

12. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid or proposal.

13. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Rules and Regulations*.

14. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. STOP WORK ORDER

(1) *Order to stop work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the

facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) *Adjustment of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

16. TERMINATION FOR DEFAULT

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires;

floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

17. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. PRICE ADJUSTMENT

- (1) *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.

- (3) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Rules and Regulations*.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

20. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

21. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

22. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

23. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Public Procurement Review Board does not approve this contract.

24. PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

25. CONTRACTOR PERSONNEL

The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

27. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

28. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

29. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

30. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

31. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory

work performed under this contract, but in no case shall said compensation exceed the total contract price.

32. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

33. PERFORMANCE BOND

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Department of Education with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Department of Education.

(Remainder of page left blank intentionally)

Tentative Timeline

Mississippi Academic Assessment Program, Science (MAAP-SCI) Grade 5 and Grade 8 and Mississippi Academic Assessment Program, End of Course (MAAP-EOC) Biology and U.S. History

February 21, 2018	Release RFP
February 21, 2018 February 28, 2018	Advertisement dates in The Clarion Ledger
February 21, 2018	Mail, email, and post to MDE website
March 8, 2018	Deadline for RFP questions
March 13, 2018	Deadline for program office response to questions and posting to website
March 27, 2018	Proposals due by 5:00 p.m. Central Time (CT) to Procurement
March 28, 2018	Proposal opening
April 3, 2018	Evaluation of proposals
April 6, 2018	Presentations
April 19, 2018	Notice of intent to Award
April 24, 2018	Post-Award debriefing request deadline
April 26, 2018	Post-Award debriefing
April 30, 2018	Protest deadline date
May 17, 2018	Contract to Mississippi Board of Education
June 6, 2018	Contract to Public Procurement Review Board (PPRB)
July 1, 2018	Contract start date
July 1, 2018 – June 30, 2019	Term of Initial contract

**ATTACHMENT A
PROPOSAL TRANSMITTAL FORM**

Name of Offeror: _____

Contact Person: _____

Title: _____

Location of Offeror's Principal Place of Business:

Location of Place of Performance (if different from above):

Phone Number: _____ **Fax Number:** _____

Mailing Address: _____

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. I have thoroughly read and understand this Request for Proposal (RFP) and the attachments herein. I agree to perform the specified personal and professional services in accordance with provisions set forth in the RFP. I fully understand and will assure compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. I will secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this RFP. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature

Date

Proposal Due Date: Tuesday, March 27, 2018, 5:00 p.m., Central Time (CT)

Mississippi Department of Education: Office of Procurement

ATTENTION: Monique Corley

**Mississippi Academic Assessment Program, Science (MAAP-SCI) Grade 5 and Grade 8
and Mississippi Academic Assessment Program , End of Course (MAAP-EOC) Biology
and U.S. History**

See page numbers [2-3] for delivery addresses.

ATTACHMENT B

CONTINGENT FEES FORM

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has () or has not () retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

ATTACHMENT C

PROPRIETARY INFORMATION

The enclosed proposal does () or does not () contain trade secrets or other proprietary data which the offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the offeror wishes to designate as proprietary, please list page numbers below.

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

ATTACHMENT D

ACKNOWLEDGEMENT OF RFP AMENDMENTS

I acknowledge all amendments, if any, to this RFP.

Responses to questions will be treated as amendments to the RFP and will require acknowledgment.

Offeror Signature

Date

Title of Request for Proposal

ATTACHMENT E
BUDGET SUMMARY FORM
See attached Spreadsheet