



**TEXAS EDUCATION AGENCY**

William B. Travis Building  
1701 North Congress Avenue  
Austin, Texas 78701-1494

**REQUEST FOR PROPOSAL (RFP)**

**RFP No.: 701-15-002**

**Contracted Services for Student Assessment**

Authorized by Texas Education Code (TEC) § Chapter 39, Subchapter B

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| <p><b>PROPOSAL DELIVERY LOCATION:</b></p> <p>Purchasing, Contracts and Agency Services Division<br/>Texas Education Agency<br/>1701 N. Congress Ave., Rm. 2-125<br/>Austin, TX 78701-1494<br/>(512) 463-9041</p> | <p><b>REFER INQUIRIES TO:</b></p> <p>Norma Barrera<br/><a href="mailto:TEAContracts@tea.state.tx.us">TEAContracts@tea.state.tx.us</a></p> |
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**WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA  
PURCHASING & CONTRACTS OFFICE BEFORE:  
Wednesday, December 17, 2014 - 2:00 P.M., Central Time (CT)**

Pursuant to the Provisions of the Texas Government Code Title 10 Subtitle D Chapter 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, names, prices and other proposal details may only be divulged after award of a contract, if a contract is awarded. The award notice will be posted to the electronic state business daily at <http://esbd.cpa.state.tx.us/>.

Pursuant to Chapter 2155.131 of the Texas Government Code and House Bill 3560, the Office of the Comptroller of Public Accounts has delegated authority to the Texas Education Agency to conduct this Request for Proposal and to award a contract for the purposes stated herein.

All written requests for information will be communicated to all applicants known to the agency. All proposals shall become the property of the State of Texas upon receipt.

All proposals must be delivered to the Texas Education Agency Purchasing, Contracts and Agency Services Division as required by the instructions within this request. All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

Contractor understands and agrees that no public disclosures or news releases pertaining to this RFP, negotiations, subsequent award, or any results or findings based on information provided or obtained to fulfill requirements of this RFP shall be made without prior written approval of TEA.

**NOTE:** Failure to formalize the terms of the proposal by signing the Execution of Offer, Affirmation of Contract General Provisions, and Proposal Preferences will result in disqualification of the offer contained within the bid package. Proposers must indicate in writing and offer alternative language to any Contract General Provisions terms that are not feasible with the submission of the proposal to this RFP. If a proposal is signed and submitted without including a specific identification of all Contract General Provisions to which respondent takes exception to, TEA will not negotiate the Contract General Provisions and reserves the right to commence negotiations with other Proposers.

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|                 |   | Page 61 - The contents of the current STAAR district coordinator packet are listed in Appendix VI.  |

## SECTION ONE INTRODUCTION AND PURPOSE

### 1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

It is the intent of the Texas Education Agency (TEA) to solicit proposals to provide contracted services for student assessment for the listed components comprising the Texas assessment program. Eligible proposers are education service centers, colleges and universities, nonprofit organizations, and for-profit organizations. Proposers may choose to collaborate or create a joint venture in order to respond to this RFP; no language included herein is intended to prohibit such collaboration.

Proposers may bid on one or more of the components listed below in accordance with all requirements stated herein. Though proposers may choose to respond only to selected components outlined in this RFP, proposers should take into consideration the scope of work of the entire RFP when determining which components they might wish to respond to separately. Proposers may also respond to the RFP in its entirety. Proposers who respond to multiple components in this RFP shall address each component separately in the proposal. Further, to ensure that an equitable comparison between proposers can be made, each component on which a proposer is bidding shall be priced out separately.

Whether a proposer bids in part or whole, the agency reserves the right to select a contractor on a component-by-component basis. As such, for each component on which a proposer bids, the proposal shall address how coordination with the agency and across contractors shall be conducted for that component to ensure that each activity fits together seamlessly with all other activities. If the work is conducted by multiple contractors, evidence shall be provided that the state assessment program will be both coherent and manageable and will meet the timelines required.

### 1.2 BACKGROUND INFORMATION

Following is information about the components of the Texas assessment contract that may be bid separately. More specific information about the requirements for each component can be found in subsequent sections of this RFP.

#### **Program Integration (Section 1.5.1)**

Responsive transfer of information among assessment program contractors and the agency is of critical importance to the functioning of the Texas assessment program. Because coordinated action across all contractors and the agency is vital, the agency is requesting proposers to bid on the integration component requiring cooperation between various contractors and the agency. TEA is seeking a contractor(s) with verifiable experience to implement program-integration processes to be used by the agency and its assessment program contractor(s) for the delivery of services in this RFP. As part of the integration activities, the selected contractor shall also license a cloud platform or install a file server capable of handling all requested data transfers to facilitate the secure storage and delivery of data between the agency and its assessment program contractors.

In addition, the selected contractor for this component shall be responsible for the following:

- a. providing technical support as needed to TEA in areas such as test construction, sampling, standard setting, equating, validity, and reliability;
- b. implementing and maintaining an assessment data portal to be accessible by agency staff, districts, campuses, teachers, parents, students, and the public to view assessment results;
- c. implementing methods to detect statistical irregularities on the state-developed assessments and reporting those results to appropriate agency personnel;
- d. merging student-level test data from all the test programs into a single student-level history file that shall be used by the agency and its contractors;
- e. creating and delivering, on an annual basis, student-level data sets to be used for purposes of accountability; and

- f. implementing an online master schedule web application or service to facilitate the tracking of testing program activities.

Any proposal for the Program Integration component of the contract must name and describe all software licenses and service agreements that will be used. In addition, if the proposer intends to subcontract any part of the Program Integration contract, the proposal must provide details of the plan to ensure quality control of subcontractor operations.

**Important Note:** Proposers may bid on this component only in conjunction with at least one other component in this RFP.

### **STAAR Item and Test Development, Administration, Scoring, and Reporting for Grades 3–8 Assessments (Section 1.5.2)**

A critical component of the Texas assessment program is the development of the State of Texas Assessments of Academic Readiness (STAAR®) grades 3–8 assessments required under the terms of this RFP. Proposers are invited to bid on the item and test development, administration, scoring, and reporting functions associated with the STAAR 3–8 program. These four major functions should be considered to be one component. When bidding on the STAAR 3–8 program, the contractor(s) shall include all the forms of STAAR described below.

STAAR is an assessment system designed to measure student learning of the state-mandated curriculum standards, the Texas Essential Knowledge and Skills (TEKS). As such, STAAR assessments are fully aligned to the TEKS currently in effect for the grade/subject being tested. In grades 3–8, students are tested annually in mathematics and reading. In addition, students are tested in writing at grades 4 and 7, science at grades 5 and 8, and social studies at grade 8.

The STAAR Spanish assessments are offered at grades 3–5, including mathematics and reading at grades 3–5, writing at grade 4, and science at grade 5. The STAAR Spanish assessments are designed to measure the academic skills of students who primarily receive their academic instruction in Spanish. The English and Spanish versions of STAAR assess the same TEKS content standards and have the same test blueprint.

STAAR L is a linguistically accommodated version of the general STAAR mathematics, science, and social studies assessments. For English language learners (ELLs) who meet eligibility requirements, STAAR L is administered online and provides a substantial degree of embedded linguistic accommodations in these content-area assessments. STAAR L is not offered for reading or writing assessments.

STAAR A is an accommodated version of the general STAAR test that is delivered online. The online format includes embedded supports intended to assist students with identified disabilities who meet participation requirements in accessing the content of the assessment. STAAR A is administered in the same grades/subjects as the general STAAR assessments. All of the STAAR grades 3–8 assessments may be administered with and without accommodations. Accommodations are practices and procedures that provide equitable access to grade-level curriculum during instruction and assessment. Accommodations are available to general education students who have special needs, ELLs who are eligible for linguistic supports, and certain students with disabilities who receive special education services or 504 services.

During the 2013–2014 school year, approximately 6,800,000 STAAR assessments were administered in grades 3–8. All STAAR 3–8 assessments are administered in the spring (March, April, or May) of a school year. For students who are subject to the state's Student Success Initiative requirements for promotion, two additional STAAR administrations are made available for grades 5 and 8 reading and mathematics. Standard reports are provided automatically to school districts after each STAAR 3–8 administration. Information contained in standard reports must satisfy mandatory reporting requirements.

**STAAR Item and Test Development, Administration, Scoring, and Reporting for EOC Assessments (Section 1.5.3)**

Another critical component of the Texas assessment program is the development of the STAAR EOC assessments required under the terms of this RFP. Proposers are invited to bid on the item and test development, administration, scoring, and reporting functions associated with the STAAR EOC program. These four major functions should be considered to be one component. When bidding on the STAAR EOC program, the proposer(s) shall include all the forms of STAAR described below.

STAAR is an assessment system designed to measure student learning of the state-mandated curriculum standards, the Texas Essential Knowledge and Skills (TEKS). As such, STAAR assessments are fully aligned to the TEKS currently in effect for the course being tested. The STAAR EOC assessments are Algebra I, English I, English II, biology, and U.S. history. In addition, beginning in spring 2016, STAAR Algebra II and English III will be administered as district-optional assessments.

STAAR L is a linguistically accommodated version of the general STAAR Algebra I, biology, and U.S. history assessments. For English language learners (ELLs) who meet eligibility requirements, STAAR L is administered online and provides a substantial degree of embedded linguistic accommodations in these content-area assessments. STAAR L is not offered for English I or II assessments.

STAAR A is an accommodated version of the general STAAR test that is delivered online. The online format includes embedded supports intended to assist students with identified disabilities who meet participation requirements in accessing the content of the assessment. STAAR A is administered in the same courses as the general STAAR assessments.

All of the STAAR EOC assessments may be administered with and without accommodations. Accommodations are practices and procedures that provide equitable access to course curriculum during instruction and assessment. Accommodations are available to general education students who have special needs, ELLs who are eligible for linguistic supports, and certain students with disabilities who receive special education services or 504 services.

During the 2013–2014 school year, approximately 2,700,000 STAAR EOC assessments were administered. Since STAAR EOC assessments are part of the high school graduation requirements, they are administered three times per year, in the spring, summer, and fall.

Standard reports are provided automatically to school districts after each STAAR EOC administration. Information contained in standard reports must satisfy mandatory reporting requirements.

**STAAR Alternate Item and Test Development, Administration, Scoring, and Reporting (Section 1.5.4)**

Another component of the Texas assessment program that can be bid separately is STAAR Alternate, an alternate assessment based on alternate academic achievement standards that is designed for students with the most significant cognitive disabilities who receive special education services and who also meet the specific participation requirements for this assessment. This component for the STAAR Alternate program includes item and test development, online and paper administration activities, scoring, and reporting.

STAAR Alternate is designed to meet state requirements outlined in Texas Education Code and federal requirements mandated under the Elementary and Secondary Education Act (ESEA). In grades 3–8, students are tested annually in mathematics and reading. In addition, students are tested in writing at grades 4 and 7, science at grades 5 and 8, and social studies at grade 8. The STAAR Alternate EOC assessments are Algebra I, English I, English II, biology, and U.S. history.

During the 2013–2014 school year, approximately 87,500 STAAR Alternate assessments were administered. STAAR Alternate administration and reporting occurs in the spring.

### **TELPAS Item and Test Development, Administration, Scoring, and Reporting (Section 1.5.5)**

Another component of the Texas assessment program that can be bid separately is the Texas English Language Proficiency Assessment System (TELPAS), the English language proficiency assessments for ELLs. This component for the TELPAS program includes item and test development, online administration activities, online rater training activities, scoring, and reporting. TELPAS measures the progress that ELLs make in acquiring the English language. Title III, Part A of ESEA requires states to conduct annual statewide English language proficiency assessment activities for ELLs in grades K–12 in the language domains of listening, speaking, reading, and writing. The TELPAS test results provide an annual indicator of where each ELL is on a continuum of English language development designed for second language learners. During the 2013–2014 school year, more than 740,000 TELPAS assessments were administered. TELPAS administration and reporting occurs in the spring.

### **TAKS Administration, Scoring, and Reporting (Section 1.5.6)**

Another component of the Texas assessment program that can be bid separately is the Texas Assessment of Knowledge and Skills (TAKS). This component is for the administration, scoring, and reporting of the TAKS exit level assessments. There is no item or test development for this component because the agency has already built a bank of shelf tests that will be administered on a rotating basis throughout the remaining years of the TAKS program.

In 2009 the 81<sup>st</sup> Texas Legislature passed House Bill 3, which called for a unified comprehensive assessment program (STAAR) to replace the existing TAKS program for all grades/subjects and courses beginning in the 2011–2012 school year for students who were first-time ninth graders and below. High school students beyond ninth grade in the 2011–2012 school year must pass TAKS exit level tests in ELA, mathematics, science, and social studies to be eligible to receive a diploma from a Texas public high school.

TAKS is an online assessment that is administered and reported three times a year: March, July, and October. Any bid must also address registration and reporting for students who have completed coursework and are considered out-of-school. The provision of a paper option that shall be available for examinees who meet specific eligibility requirements must also be addressed.

### **Significant Issues Related to the State Assessment Program**

It is anticipated that the following issues will have a significant impact on the state assessment program over the course of the contract period. The state assessments are designed to measure the Texas Essential Knowledge and Skills (TEKS). During the course of the contract period, the TEKS for English language arts and reading (ELA/R), science, and social studies are scheduled to be revised by the State Board of Education. Depending on the extent of the revisions, there could be significant changes necessary to STAAR for these content areas. Proposers shall provide verifiable evidence of experience in incorporating scope changes with minimal cost increases to the contract.

The state assessment program provides numerous reports and brochures for school districts, students, and parents. These reports are intended to provide comprehensive, concise results that are easily understood by a variety of audiences. Samples of these reports are available on the Student Assessment webpage on the TEA website. The agency is actively soliciting new ideas for ways in which the information contained in these reports can be communicated in a manner that would be clearer and more useful to Texas educators, parents, and the general public. In addition, the agency is interested in conducting focus groups consisting of parents, educators, and other stakeholders to make recommendations on the ways in which the reporting of state test results could be made simpler and more meaningful.

Texas's student population is among the most diverse in the nation. Students in Texas public schools represent a wide range of ethnic, cultural, socioeconomic, and linguistic backgrounds. Among the populations of students who require additional supports during state assessments are ELLs and students served by special education. For both of these special populations, it is often necessary to make linguistic adjustments to test items or to develop supplemental language supports provided on paper, online, or by test administrators to help minimize construct-irrelevant variance and measure the knowledge and skills assessed in a valid and reliable manner. In proposing ways to help special populations of students overcome construct-irrelevant language barriers, proposers should give careful consideration to the demonstrated effectiveness of the methods, the administration logistics, and the costs. In addition, proposers shall demonstrate how they shall ensure that their staff have sufficient content expertise to provide guidance to the agency in the assessment of special populations of students. In particular, proposers shall demonstrate expertise in developing online accommodations and braille materials.

During the contract period, the Elementary and Secondary Education Act (ESEA) will likely be reauthorized. Proposers to this RFP should demonstrate their preparedness to provide any necessary technical assistance to TEA to ensure that the state assessment program will be in compliance with all existing, expected, and new requirements under reauthorization while adhering to the original budget for the contract. This includes any assistance needed for peer review submissions or other federally required submissions that may be necessary due to changes in the assessment program, either under current or reauthorized federal legislation. In addition, proposers are expected to assist with any research studies required by state legislation or TEA if the studies involve an analysis of state assessment data.

All STAAR EOC assessments developed under this RFP shall be administered both on paper and online. The STAAR L, TELPAS reading, and TAKS assessments will be administered primarily online. STAAR A is also being designed to be administered online beginning in spring 2015. Online assessments should maximize the use of technology while facilitating ease of use by students, whether they are general education students, English language learners, or students with disabilities. Text-to-speech capabilities shall be provided for STAAR L and STAAR A and a plan for the continued development of standardized oral administrations for STAAR using text-to-speech tools should be included in the proposals.

TELPAS also has an online system for submitting test data to the state for scoring and reporting. In addition, online training modules shall be accessed by all TELPAS raters. Online training activities for educators who administer TELPAS are mandatory.

While the state assessment program does not currently allow students to access tests using stand-alone technology devices, it is anticipated that such devices shall be allowed at some point during the course of the next assessment contract. Proposers to this RFP shall include information about how online tests can be accessed using this type of technology and how the security of the state assessments can be maintained with the expansion of allowable technology.

Because of the large numbers of students and educators in Texas who participate in online assessment activities, it is critical that contractors demonstrate their ability to provide high-quality online systems to meet the state's evolving needs while minimizing the burden on school districts and the risks associated with product upgrades not initiated at the request of TEA. Proposers to this RFP should outline how they shall minimize online system changes that have not been initiated by TEA to the extent practicable during the contract period and how they shall respond to online requirements that might be unique to the Texas program.

The state program has historically used criterion-referenced assessments that are administered to all students in designated grades/subjects and courses to satisfy state and federal testing requirements. However, TEA is interested in suggestions for innovative approaches to large-scale assessment that better support 21<sup>st</sup> century educational needs. These approaches may include but are not limited to assessments that have more cognitively sophisticated features and interfaces and integrative tasks that tap multiple aspects of proficiency. Proposers are encouraged to propose assessments that improve the quality of information provided to

teachers and students and, therefore, better support instructional decision making and meaningful learning. Proposals that address alternative approaches to the current state assessments shall also address, at a minimum, the issues of relative pricing, timing of reports, and technology requirements.

State assessments are an integral part of several accountability systems required under state and federal law. These systems include annual state accountability ratings, annual assignment of priority and focus school status per federal statute, monitoring of state and federal programs, federal requirements related to educator evaluations, and student accountability state requirements related to promotion and graduation. Proposers should address how the reporting of test data can (1) enhance the practical use of these data for accountability purposes articulated above; (2) provide information that validates for the public the appropriateness of using test data for accountability purposes for not only state and federal accountability designations but also improvement and equity; and (3) inform the public in a meaningful way about the achievement of students at the classroom, grade, campus, district, and state levels.

Given the size and complexity of the state assessment program, proposers to this proposal are encouraged to offer solutions for minimizing the amount of paper that is generated in support of various assessment activities. TEA is committed to developing a “Green” and more environmentally sensitive program than currently exists. Proposers are encouraged to offer innovative and efficient approaches to accomplish this goal.

The TEA Student Assessment Division website <http://www.tea.state.tx.us/student.assessment/> provides extensive information on the Texas assessment program. Proposers should become familiar with all facets of the Texas assessment program in order to provide a responsive proposal.

### **1.3 CONTRACT TERM/OPTION TO EXTEND**

The term of any contract resulting from this RFP shall be from contract award until August 31, 2019. TEA, at its own discretion, may extend any contract awarded pursuant to this RFP for one (1) additional fiscal year under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. If renewed, the renewal period shall be from September 1, 2019, through August 31, 2020. In the event of multiple contractor awards, the decision to extend shall be made separately for each contractor.

### **1.4 BUDGET**

Proposals shall include a detailed budget in accordance with the requirements of Section 3.5 of this Request for Proposal. Proposers shall provide separate detailed budgets for each of the major components of the assessment program. Spreadsheets that shall be used to provide budget information are included in Attachment E of this Request for Proposal. The contract may be amended over time to address changes in the assessment program as necessitated by modifications to the statewide curriculum or new state or federal regulations, but these amendments are anticipated to be minimal. Contractors are obligated to price out within the proposal all necessary aspects of the student assessment program required under existing state and federal statute. Budgets shall be presented for each component of the RFP separately to ensure that an equitable comparison can be made between contractors. Further, the contractor(s) ultimately awarded a contract shall demonstrate how budgets shall be presented in sufficient detail so that invoices can be tracked back to specific activities on a monthly basis.

All travel reimbursements/payments made in the performance of this contract shall be made in accordance with [Texas Government Code Chapter 660, General Appropriations Act, Article IX, Part 5](#), and [Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22](#). (<https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>)

## **1.5 PROJECT DESCRIPTION AND REQUIREMENTS**

Except in cases where the requirements of a component's work changes significantly from what is outlined in this Request for Proposal (such as a requirement to develop a completely new assessment), it is not expected that additional costs shall be accrued by TEA over the course of the contract period from what is outlined in the proposed budget. Contractors shall plan for a project starting date of April 1, 2015, and an ending date of no later than August 31, 2019. A contractor shall assume full responsibility for the specified component(s) on September 1, 2015, the day after the current contract for the assessment program shall expire. The contractor(s) shall describe in this section the products and services to be delivered for each component of the assessment program on which the contractor is bidding, as stated below. Although proposers are required to bid by component and different contractors may be selected by component, proposers may wish to illustrate how cost savings can be realized if the functions of two or more components are combined.

Component descriptions and requirements under the components' subheadings apply only to that specific component unless otherwise indicated. The components are organized, where appropriate, according to the following headings: Program Integration; STAAR Item and Test Development, Administration, Scoring and Reporting for Grades 3–8; STAAR Item and Test Development, Administration, Scoring, and Reporting for EOC Assessments; STAAR Alternate Item and Test Development, Administration, Scoring, and Reporting; TELPAS Item and Test Development, Administration, Scoring, and Reporting; and TAKS Administration, Scoring, and Reporting. Any narrative that is not specific to a component of the assessment program in the sections below may be assumed to apply to all components of the Texas assessment program throughout the contract period.

The six components of this RFP and their required sections are listed below. In addition, response checklists are provided in Appendix I for each of the six components to assist proposers in ensuring that all information is included in their response. Proposers must refer to the appropriate section of the RFP for detailed information on each requirement.

### **COMPONENTS**

- 1.2.1 Program Integration**
  - a. Requirements 1–15**
  - b. Requirements 16–31**
  
- 1.2.2 STAAR Item and Test Development, Administration, Scoring, and Reporting for Grades 3–8 Assessments**
  - a. Requirements 1–15**
  - b. Requirements 32–71**
  
- 1.2.3 STAAR Item and Test Development, Administration, Scoring, and Reporting for End-of-Course Assessments**
  - a. Requirements 1–15**
  - b. Requirements 72–111**
  
- 1.2.4 STAAR Alternate Item and Test Development, Administration, Scoring, and Reporting**
  - a. Requirements 1–15**
  - b. Requirements 112–143**
  
- 1.2.5 TELPAS Item and Test Development, Administration, Scoring, and Reporting**
  - a. Requirements 1–15**
  - b. Requirements 144–176**
  
- 1.2.6 TAKS Administration, Scoring, and Reporting**
  - a. Requirements 1–15**
  - b. Requirements 177–199**

## **REQUIREMENTS**

### 1. Line of Authority

The contractor(s) shall answer directly to the Chief Deputy and Deputy Commissioner and be under the general oversight of the director for Student Assessment, the Project Administrator; the Associate Commissioner for Assessment and Accountability; and the Commissioner of Education.

The contractor(s) shall work directly with the director of the Purchasing and Contracts Division for contract amendments and HUB considerations.

### 2. Security Requirements

The contractor(s) shall be responsible for ensuring that provisions for security are maintained, as outlined in Texas Education Code § 39.030; the Texas Administrative Code, Chapter 101, Subchapter CC, Division 3; and applicable federal laws. Proposals shall detail the security procedures necessary for any components of the assessment program.

TEA requests that all bidders supply evidence that technology deliverables can meet the security standards outlined in Texas Administrative Code, Title 1, Part 10, Chapter 202, Subchapter B, including:

- a. § 202.20 Security Standards Policy
- b. § 202.21 Management and Staff Responsibilities
- c. § 202.22 Managing Security Risks
- d. § 202.23 Managing Physical Security
- e. § 202.24 Business Continuity Planning
- f. § 202.25 Information Resources Security Safeguards
- g. § 202.26 Security Incidents
- h. § 202.27 User Security Practices
- i. § 202.28 Removal of Data from Data Processing Equipment

### 3. Statutory Obligations

This RFP is in response to TEA's obligation to fulfill the Texas Education Code (TEC) as it relates to the Student Success Initiative, assessment data portal, and assessment and accountability requirements as specified in Chapters 28, 32, and 39 of the TEC. As such, the contractor is legally responsible to comply with all TEC requirements as they relate to any program or function that the contractor is to fulfill as part of the assessment program contract.

### 4. Ownership

Contractual requirements concerning ownership are stated in Attachment B of this RFP. TEA shall own all contract deliverables and intellectual property created by the contractor(s) and any subcontractors under the terms of this RFP. Refer to paragraph I of the General Provisions to the TEA Standard Contract for further clarification (attachment B). In addition, the contractor(s) shall obtain copyrights for TEA on all developed materials. When published writing or art is used on tests, it is the responsibility of the contractor(s) to acquire permission for TEA to use copyrighted material or art. The contractor(s) shall also be responsible for obtaining all appropriate permissions for published writing or art to be released publicly in print and through the agency website. The proposals shall detail the process to be used to obtain such permissions for all phases of test development.

### 5. Risk Mitigation and Business Continuity Planning

Due to the critical nature and dependency upon delivery dates and to the public impact that would result from failure to meet these dates, the contractor(s) shall negotiate timelines for

upgrades to systems and hardware with the proposer for Program Integration. This includes versions of software directly used in production and/or delivery of all contracted products that have the potential to impact the delivery of contracted products and that were not specifically initiated at the request of TEA. This prior notice does not include standard office suite or office productivity software necessary for interoffice communication and/or project management. It is specific to hardware and software used to store and/or deliver contracted products.

The contractor(s) shall be required to present and follow a business continuity plan detailing disaster recovery processes for hardware and software used to store and/or deliver contracted products. This detailed plan shall adhere to standards and policies for business continuity planning and disaster recovery planning.

A plan shall be outlined and costs provided as part of this proposal to address any specific proprietary hardware and software (including delivery platforms for assessments, item banks, and training modules, for example) used to store and/or deliver contracted products under this RFP. Specifically, if a contractor is not successful in bidding on a subsequent contract, a plan shall be outlined to ensure a seamless transition to new hardware and software to deliver products contracted for by TEA. This seamless transition may require, for example, the ability of a new contractor to lease proprietary hardware/software on an interim basis until new systems are developed to deliver contracted products. These plans shall be considered dynamic documents such that any changes to policy and/or procedures shall require agreement and sign-off by interested parties prior to implementation.

#### 6. Secure Storage and Document Retention

The contractor(s) are required to provide sufficient warehouse storage space to support the production and distribution of materials, to maintain storage of student records for five years, and to serve as a repository of archived materials. For planning purposes, contractors should consider that the Texas project currently requires approximately 94,000 square feet of storage space to house approximately 4,900 pallets of student documents and test booklets; approximately 900 pallets of archived documents and raw materials; and approximately 2,200 pallets of active raw materials. With the new contract, approximately 50% of these quantities shall be the responsibility of the contractor for STAAR grades 3–8; approximately 35% of these quantities shall be the responsibility of the contractor for STAAR EOC; approximately 5% shall be the responsibility of the contractor for STAAR Alternate; approximately 5% shall be the responsibility of the contractor for TELPAS; and approximately 5% shall be the responsibility of the contractor for TAKS. To estimate the quantity of materials to be stored and to provide a cost per student for the storage of all assessment materials, contractor(s) should refer to Appendix II, which contains the list of tests and number of students tested from 2013–2014.

All warehouse space used in conjunction with conducting the work outlined in this RFP must be secure. Access to the facility shall be allowed only to approved staff members and only through an acceptable security system to be identified. The warehouse space must be monitored for security during hours of operation, and an electronic security system must be operational for the facility at all times. The contractor shall provide for security and confidentiality of all testing materials including student test materials and test results. The contractor shall outline the security system(s) of the facility, including the action to be taken in the event of an unauthorized intrusion or security breach.

In addition, the contractor(s) shall be responsible for maintaining archives of documents produced for the assessment program through the completion of the contract. This repository should maintain five copies of each document produced for each test administration and include but is not limited to test booklets, answer documents and answer keys for all assessments, released test booklets and answer keys, district coordinator and test administrator manuals, annual reports, item review books, field-test materials, parent brochures, results from all of the assessments, and technical digests and other reports as necessary. Appropriate archived documents related to the Texas assessment program currently held by the contractor for 2010–2015 shall be transferred to the contractor(s) selected for the 2015–2019 contract. At the end of the contract period, the contractor(s) for 2015–2019

shall be required to transfer any appropriate archived documents related to the Texas assessment program to the new contractor(s). All of these documents held by the contractor(s) shall be subject to open records laws including the Public Information Act and the Family Educational Rights and Privacy Act, and the contractor(s) shall assist the agency with responses to requests as required. The proposal shall detail the system the contractor(s) shall use to maintain, locate, and transfer these archived documents as necessary.

7. Support

Contractor(s) shall provide toll-free telephone support to districts and campuses throughout the school year for their deliverables. This call center must operate during regular business hours (8:00 AM–5:00 PM CST) twelve months each year, with extended hours prior to and during test administrations to provide assistance with last-minute shipments of test materials as needed to school districts. Contractor(s) should identify the number of telephone lines that shall be provided in the facility for these purposes, including the number of toll-free lines. Contractor(s) shall outline the capacity/capability to deliver these services. Proposals may include innovative approaches for staffing the support center to meet TEA requirements as well as for training support personnel.

Contractor(s) shall provide an annual report to TEA analyzing use of customer support services.

8. Monitoring of Assessment Services Activities

TEA shall be granted access to any online tools that a contractor awarded a contract under this RFP has installed for monitoring and reporting service levels related to the contracted work for the agency's assessment program. If monitoring tools do not exist, TEA shall have the right to place monitoring tools on the production servers and components supporting those systems related to the deliverables for the assessment program. Key TEA staff, as specified by the director of the Student Assessment Division, shall also be granted administrative user IDs on all production systems used for the delivery of services or products to the agency's assessment program. Using these systems as well as any other required material associated with contracted work for the assessment program, the agency reserves the right to audit its contractors for all aspects pertaining to the development and delivery of the contracted services and products, including the timely electronic transfer of data as necessary to the agency's other assessment contractors in a time frame specified by the agency in production status reports or master calendars. Based on any findings from agency monitoring or audits, the agency reserves the right to specify liquidated damages for an agency assessment contractor for failure to deliver contracted products or services in agency-specified time frames spelled out in the master schedule.

9. Evaluation of Services and Products

The contractor(s) shall provide all the services and deliverables required by this RFP in accordance with deadlines established by TEA and the contractor(s) as outlined in the master schedule. All services and deliverables shall be acceptable to TEA according to the specifications set forth in this RFP, the production status reports, or the master calendar. Services and products deemed unacceptable by TEA as a result of failure to meet deadlines or because of poor quality may cause the contractor(s) to owe liquidated damages. The contractor(s) shall outline internal evaluation procedures for ensuring the overall quality of the services and products provided to TEA under the terms of the RFP. TEA reserves the right to audit all services and products of the contractor at any time, including (but not limited to) all records, invoices, warehouse operations, shipping, call center operations, and scoring operations at the contractors' expense.

10. Liquidated Damages

In the event of a breach of contract (failure to deliver products or services), the contractor waives all claims to consequential damages, and the liquidated damages clause shall be TEA's

exclusive remedy. Though the damages to TEA for breach of contract may be difficult to ascertain, the contractor agrees that the liquidated damages will not be assessed as a penalty, but rather as an estimate by the agency of the damages incurred by TEA. TEA shall not duplicate or overlap any liquidated damages assessed against a contractor per instance. The cumulative total of liquidated damages assessed by TEA for which a contractor may be liable shall not exceed 10% of the annual contract value.

11. Critical and Non-critical Deliverables

It is understood and agreed by the contractor(s) that a timely delivery of services and products, including the transfer of data between the assessment program's contractors, is critical in development and administration of all tests and the publication and delivery of all reports to fulfill all contractual requirements of this contract. In the event any deliverable or product is not received and accepted by the dates specified by TEA in the master schedule, liquidated damages shall be deducted from the amounts due to the contractor as determined by TEA. For every occurrence or failure of the contractor to deliver an acceptable service or product, the contractor shall be liable to TEA for liquidated damages as follows.

- a. For all deliverables designated non-critical in the master schedule, it is agreed for each day work remains undelivered and accepted (as determined by TEA) beyond the time set for its completion or delivery, the responsible contractor shall be liable to TEA for the sum of \$5,000 (Five Thousand US Dollars) per calendar day as liquidated damages. Liquidated damages shall be assessed from the date of notice by TEA until the product or service has been delivered and accepted by TEA.
- b. For critical deliverables designated in the assessment program's master schedule, it is agreed for each day work remains undelivered and accepted (as determined by TEA) beyond the time specified for its completion or delivery, the responsible contractor shall be liable for the amount specified in the Liquidated Damages Chart for Critical Deliverables. Liquidated damages shall be assessed per calendar day from the date of notice by TEA until successful delivery of the product or service. The specified liquidated damages amounts for critical deliverables designated in the assessment program's master schedule are listed below in the Liquidated Damages Chart for Critical Deliverables.

12. Liquidated Damages Chart for Critical Deliverables

| <b>Number of Business Days Elapsed After Due Date Listed in the Master Schedule</b> | <b>Liquidated Damages in US Dollars (USD)</b>      |
|---|--|
| <b>First</b>  | \$10,000 (Ten Thousand USD)                        |
| <b>Second</b>   | \$15,000 (Fifteen Thousand USD)                    |
| <b>Third</b>  | \$30,000 (Thirty Thousand USD)                     |
| <b>Fourth</b>   | \$60,000 (Sixty Thousand USD)                      |
| <b>Fifth</b>  | \$120,000 (One Hundred Twenty Thousand USD)        |
| <b>Sixth</b>  | \$240,000 (Two Hundred Forty Thousand USD)         |
| <b>Seventh and Each Subsequent Day</b>  | \$250,000 per day (Two Hundred Fifty Thousand USD) |

Contractors will not be held responsible if a delivery is delayed by an act, negligence, or default on the part of the Texas Education Agency, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or contractor's supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or the contractor's supplier(s). A reasonable extension of time for the delivery of a product or service as TEA deems appropriate may be granted upon receipt of a written request and justification for any extension from the contractor. TEA may also extend the time for performance of the contract or delivery of goods therein specified, at TEA's sole discretion, for good cause shown.

### 13. Breach of Security for Test Items and Student Records

It is understood and agreed by the contractor that security and proprietary use of test items and forms must be maintained at all times and is of paramount concern. It is also understood and agreed upon by the contractor that security of student-level data must be ensured and a security standard such as ISO 27001 be adhered to and enforced at all times. A contractor shall be liable to TEA for liquidated damages related to the security of test items and student-level data as follows.

- a. For each breach of security resulting from any failure or negligence on the part of the contractor, a sum determined by the agency will be deducted, not as a penalty, but as liquidated damages. The liquidated damages will be calculated based on the number of compromised test items and the nature and severity of the breach in security.
- b. If a breach of student data occurs due to failure or negligence on the part of the contractor, a sum of \$10 (Ten US Dollars) per compromised student record will be deducted from amounts due the contractor as liquidated damages.

The cumulative total of liquidated damages relating to a breach of security for test items or student records for which a contractor may be liable shall not exceed, annually, 10% of the total contract amount at the time of assessment of liquidated damages.

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

### 14. Service Interruptions of Online Testing

A service interruption is defined as a failure on the part of the contractor to provide access for students to log in and/or begin taking any test available through a contractor's online test system during regularly scheduled school hours within established testing windows, or as failure on the part of the contractor to provide access for designated school personnel to perform administrative functions within the online test system at any time. The selected contractor shall not be held liable for service interruptions due to issues caused or contributed to by any acts or omissions of a local education agency (LEA) or a third party, including but not limited to an LEA's technology infrastructure or an LEA's lack of implementation of provided procedures for online testing. For each service interruption that prevents students from taking tests for more than 10 minutes and up to 60 minutes, TEA may assess liquidated damages of \$10,000 (Ten Thousand US Dollars). Liquidated damages for a service interruption greater than one hour will be pro-rated in ten-minute increments based on the actual duration of the interruption at a rate equivalent to \$10,000 (Ten Thousand US Dollars) per hour as determined by TEA. Total liquidated damages for service interruptions to students on any given day between 0800 CT and 1600 CT will not exceed \$50,000 (Fifty Thousand US Dollars).

Liquidated damages will be assessed for each service interruption that prevents LEA and/or school personnel from accessing administrative functions for more than one day (between

0700 CST and 2000 CST) outside of a test window at a rate of \$5,000 (Five Thousand US Dollars) for each interrupted day; and for more than 2 hours from March through the end of May at a rate of \$5,000 (Five Thousand US Dollars) for each full interrupted hour, inclusive.

#### 15. Required End-of-Contract Activities

An assessment program contractor shall be responsible for end-of-contract activities at completion or termination to ensure the transition from the contractor to a successor contractor or TEA. The contractor's transition activities shall occur smoothly and without disruption to any other portion of TEA's assessment program. End-of-contract activities shall include the timely transfer of any assessment program-related data in a format or formats specified by the agency and the timely transfer of documents related to the contracted services for TEA's assessment program. End-of-contract transition responsibilities shall also include the following:

- a. Provide a detailed draft transition plan prior to contract termination;
- b. Modify the transition plan based on TEA review and resubmit for approval;
- c. Transfer all data, documents, assessments, reports, and any other applicable materials in a format or formats prescribed by TEA;
- d. Provide technical and professional support to TEA or a successor contractor in support of the transition plan;
- e. Prepare and submit final services and deliverables for TEA review, comment, and approval.

#### **1.5.1 Program Integration**

Responsive transfer of information among assessment program contractors and the agency is of critical importance to the functioning of the Texas assessment program. Because coordinated action across all contractors and the agency is vital, the agency is requesting contractors to bid on the integration component requiring cooperation between various contractors and the agency. TEA is seeking a contractor with verifiable experience to implement program-integration processes to be used by the agency and its assessment program contractor(s) for the delivery of services outlined in this RFP. As part of the integration activities, the selected contractor shall also license a cloud platform or install a file server capable of handling all requested data transfers to facilitate the secure storage and delivery of data between the agency and its assessment program contractor(s).

In addition, the selected contractor for this component shall be responsible for the following:

- a. providing technical support as needed to TEA in areas such as test construction, sampling, standard setting, equating, validity, and reliability;
- b. implementing and maintaining an assessment data portal to be accessible by agency staff, districts, campuses, teachers, parents, students, and the public to view assessment results;
- c. providing ongoing support in the preparation of documents for public presentation such as press releases, legislative hearings, legislative requests for information, and decision documents for Agency senior management;
- d. implementing an online master schedule web application or service to facilitate the tracking of testing program activities;
- e. coordinating, publishing, and distributing a manual that provides district and campus coordinators with guidelines for coordination and administration of all STAAR and TELPAS assessments;
- f. implementing methods to detect statistical irregularities on the state-developed assessments and reporting those results to appropriate agency personnel;
- g. merging student-level test data from all the testing programs into a single student-level history file that will be used by the agency and its contractors; and
- h. creating and delivering, on an annual basis, student-level data sets to be used for purposes of accountability.

Proposals for this component shall name and describe all software licenses, service agreements, and subcontractors in the proposal and provide the details of a plan to ensure quality control of any subcontractor operations. Contractors may bid on this component only in conjunction with at least one other component in this RFP.

#### 16. Program Integration

The Program Integration contractor shall work with TEA to implement processes and procedures for the coordination of assessment program activities that require cooperation between assessment contractors and the agency or from one contractor to another in order to complete deliverables associated with the requirements in this RFP. Processes and procedures may include project management methodologies or software intended for use by the agency and its assessment contractors to monitor program tasks, communication, status reports, or any other program management tool that shall aid the agency and contractors in smoothly delivering its assessments, trainings, and reports for the STAAR, STAAR Alternate, TELPAS, and TAKS testing programs. Proposals shall clearly illustrate how any proposed processes and procedures fit together as a whole to aid program coordination across contractors and the agency.

For each assessment program, the Program Integration contractor shall work closely with TEA to develop a schedule of activities requiring other contractor or agency-contractor cooperation in order to complete a deliverable. The program schedules shall cover all relevant dates of necessary data transfers between the assessment contractor(s) and agency staff, required training activities, or any other task that requires the cooperation of multiple organizations as determined by TEA.

The Program Integration contractor shall track all key responsibilities, projects, and tasks of the testing programs that are dependent on multiple contractors or a contractor and agency staff. The Program Integration contractor shall be capable of tracking the progress of all listed joint projects and tasks and shall provide alerts if established deadlines are not met or are at risk of not being met.

Proposals shall provide the price for any proposed software or other licenses. If the Program Integration contractor elects to develop software for tracking program activities under the contract associated with this RFP, the contractor shall provide a complete technical manual, including table definitions; data formats for text, images, and metadata; links between tables; complete descriptions of all table elements; file naming conventions; data flow descriptions and diagrams; detailed descriptions of all steps required to maintain and update the master schedule online tool; and complete technical documentation for the master schedule online tool. At the conclusion of the contract, the Program Integration contractor shall provide the agency with complete ownership of the functioning master schedule web service or application established on an existing web services infrastructure, or a working system that can be replicated on the agency's information technology infrastructure.

#### 17. File Server and Data Transfers

The timely transfer, storage, and delivery of data are of critical importance to the Texas assessment program. As such, the Program Integration contractor shall license an existing cloud platform to allow agency's staff and any other assessment contractor(s) to securely transfer, store, share data as necessary, or implement a contractor-managed file server to allow the transfer of data between assessment contractors and the agency as well as among contractors. Assessment data include but are not limited to all data necessary for testing, including test items, standard setting and equating, scoring, reporting, analysis, field testing, or any other aspect of TEA's assessment program requiring the transfer of files or data between an assessment program contractor to another contractor or to agency staff. As such, any file server or cloud platform shall be capable of securely transferring, storing, and delivering XML files for STAAR, STAAR Alternate, and TELPAS test items. In addition, the file server or cloud platform shall be capable of securely transferring, storing, and delivering student-level data files for the entire assessment program.

The cloud platform or file server implemented by the Program Integration contractor shall be capable of handling secure data transfers, storage, and delivery of test items for all testing programs. In addition, this platform shall also allow for the secure transfer, storage, and delivery of over 4.5 million student records on an annual basis, including student-level test results with student responses. The cloud platform or file server shall have sufficient storage for the annual accrual of testing program information and sufficient bandwidth to minimize data transfer disruptions during peak production times. All text, graphics, or any other information shall be capable of being stored and transferred without additional formatting to ensure the timely and successful migration to and from the cloud platform or file server to the agency's or another contractor's platform. The electronic transfer of the data shall use a web service or application or secure FTP that can be used by the agency's assessment contractors and the agency.

As determined by the director of student assessment or the director's designee(s) overseeing the cloud platform or fileserver, agency staff shall have administrative privileges for monitoring purposes. Users and user-level permissions shall be at the sole discretion of the director of student assessment or the director's designee(s). The cloud platform or fileserver shall allow an approved contractor or the agency to store and retrieve data as required by the assessment program. Allowed access to the cloud platform or file server to approved agency staff and contractors shall occur via a secure website or web service.

Proposals for this component shall price any licensing agreements for a cloud platform or any other software to enable file and data transfers and storage, or any costs associated with a contractor-administered file server. Beyond any requisite monitoring activities specified in this RFP or a contract for this component, agency staff shall have a limited role in the activities related to the successful implementation of the secure cloud platform or file server. TEA staff shall provide intermediate and final review and approve the finished product implemented by the Program Integration contractor but shall not provide technical support. Therefore, the contractor shall provide verifiable evidence of its ability to produce this contract deliverable to the highest possible standards of quality and effectiveness. Any failure to deliver contracted services or maintain the security and confidentiality of student-level information or test items can result in liquidated damages.

If the Program Integration contractor develops software to facilitate the transfer and storage of files and data under the contract associated with this RFP, the contractor shall provide a complete technical manual, including table definitions; data formats for text, images, and metadata; links between tables; complete descriptions of all table elements; file naming conventions; data flow descriptions and diagrams; detailed descriptions of all steps required to maintain and update the database; and complete technical documentation. At the conclusion of the contract, the Program Integration contractor shall provide the agency complete ownership of the functioning data warehouse. The data warehouse shall be a complete working system that can be replicated on the state's information technology infrastructure.

Proposals for the development or implementation of a file server shall take into account the following requirements.

- a. Response time shall be minimal; i.e., 95% of all transactions shall be executed in less than 4 seconds.
- b. The system shall be up and available 99% of the time between the hours of 7:00 a.m. and 6:00 p.m. CST.
- c. Contractors shall provide file server velocity estimates from the initial entry into the operational environment through ETL (extract, transform, and load) and into the file server and finally to other contractors as appropriate.
- d. Confidential data, while at rest or in transit, must at a minimum meet security and confidentiality provisions of Texas Education Code, §39.30 and other federal laws and regulations (ex: encryption of data must meet FERPA guidelines).
- e. Contractors shall show how user-access controls shall be implemented and how the physical location of data is or shall be secured.
- f. Contractors shall include business continuity, disaster recovery, and mutual failover data center plans.

- g. The Program Integration contractor shall be required to work with other assessment contractors and agency staff to determine the open and non-proprietary standards to be used, to coordinate maintenance times, or to resolve any other issues affecting the use of the data warehouse.
- h. The director of student assessment or the director's designee(s) shall have full administrative and monitoring privileges.

18. Coordination, Publication, and Distribution of the District and Campus Coordinator Manual

Requirements for maintaining security and confidentiality of the student assessment program along with guidelines for the coordination and administration of all state assessments shall be organized into a manual specifically designed for district and campus coordinators, the *District and Campus Coordinator Manual*. The contractor for Program Integration will coordinate the production schedule for the manual, and working with the agency and other assessment contractors, shall be responsible for annually reviewing and revising the existing coordinator manual. The production, printing, and distribution of the coordinator manual shall be the responsibility of the contractor for Program Integration. Production of the manual must be complete by November of each year and delivered to TEA in a 508-compliant format for posting on the TEA website. Manuals must be delivered to all district and ESC testing coordinators and to TEA by the end of December each year. The contractor should plan to deliver three copies of the manual per campus and ten additional copies to each district testing office; ten manuals to each ESC regional testing coordinator; and one hundred copies to TEA. The contractor should anticipate the printing of an additional 10% to this amount to account for additional orders from districts.

The contractor must develop a calendar detailing key activities and deadlines for coordination and administration of all assessments. This calendar must be included in the coordinator manual for distribution to all district testing coordinators.

19. Technical Assistance and Production of a Technical Digest

The proposal shall include a plan for providing technical support to TEA, as identified by TEA, in areas such as test construction, sampling, standard setting, equating, validity, reliability, trend analysis, legal review and advice, and historical information. The Program Integration contractor shall be responsible for providing this technical assistance and for providing assistance in the development of publications, reports, or presentations about the assessment program. This technical assistance may be required at legislative committee meetings, legislative hearings, assessment and accountability advisory group meetings, and State Board of Education meetings as well as other meetings. The Program Integration contractor shall assist with all reports related to the assessment program produced for the legislature, the State Board of Education, or as required by TEA. In addition, this contractor shall be expected to provide supporting documentation for Federal peer review activities that may need to be conducted during the period of this contract.

The Program Integration contractor shall develop an annual technical digest to inform educators about the development procedures and technical attributes of the statewide assessments. The digest shall constitute a report on the procedures followed to ensure reliable and valid assessments and shall include documentation on how appropriate APA standards were met. The technical digest shall be made available in an electronic format that can be posted to and downloaded from the TEA website. In addition, the Program Integration contractor shall print annually 20 copies to be delivered to TEA.

20. Coordination of Meetings, Trainings, and Required Reports

Educator committees are convened to assist TEA with the test-development process through two primary activities: new test development and item review. The Program Integration contractor shall maintain a database of educators who have been recommended to serve on committees for the Texas assessment program. The Program Integration contractor shall be responsible for providing educator information (e.g., name, school, district, grade/subject or

course taught, telephone number, address, etc.) to other assessment contractor(s) for the purpose of convening educator meetings.

The proposal shall include a plan to convene in Austin, Texas a district advisory work group composed of approximately 20 district test coordinators from around the state and other appropriate personnel to seek feedback on various topics, including policy issues and contractor services related to the testing program. The Program Integration contractor shall provide for and arrange these meetings, including meeting space. Meetings shall occur no more than two times a year. This contractor shall budget for reimbursement of the district advisory work group members' travel (motor vehicle and/or airplane), hotel accommodations and meals, meeting facilities, and breakfast and lunch at the meetings.

The Program Integration contractor shall provide for and arrange two-day meetings consisting of TEA staff, appropriate contractor staff including staff from other assessment contractor(s), and an outside technical advisory committee (TAC) that will meet two times per year to discuss assessment and psychometric issues. The Program Integration contractor shall produce a written record of each meeting and provide a copy to each participant. The Program Integration contractor shall pay for all consulting fees required by the TAC along with travel, lodging, and meal expenses. The TAC itself shall consist of 10–12 nationally known experts in various psychometric specialties (e.g., equating, standard setting, computer-based testing, accountability, and assessment of special populations) who are approved by TEA.

The contractor shall provide verifiable evidence that in-house psychometricians assigned to the Texas project are highly qualified and sufficiently experienced in current, acceptable psychometric practices.

When determining the composition of any committee related to assessment and accountability, the contractor must be aware of the related requirements found in 19 TAC Chapter 161, Commissioner's Rules Concerning Advisory Committees, §161.1005, Assessment and Accountability Advisory Committees. The parameters provided in the referenced Texas Administrative Code apply to all persons serving on the Texas Technical Advisory Committee or any committee that advises the agency, commissioner of education, or SBOE regarding policies or implementation of requirements under TEC, Chapter 39, Subchapter B, related to state accountability systems or the content or administration of an assessment instrument. The Texas Administrative Code also addresses prior and future relationships that an individual may have with an assessment instrument contractor as well as royalties or other compensation that may come due during the term of an appointment.

#### 21. Education Service Center Training

The Program Integration contractor shall participate in, arrange, and pay for the meeting space and any required equipment for an annual training of personnel from education service centers and the 25 largest districts in the state to provide updates on the student assessment program, as well as specifics on test administrations for each school year covered by the terms of the contract(s). The Program Integration contractor shall be responsible for coordinating the development and reproduction of all necessary materials for this training in conjunction with other assessment contractor(s). Approximately 150 people attend this training annually.

#### 22. Additional Training and Support

The Program Integration contractor shall assist in developing Texas Education Telecommunications Network (TETN) presentations and shall participate in TETN sessions and other training as necessary. The contractor may include in the proposal any additional training and support or alternate formats for training and support, such as webinars, that may be beneficial to school districts and the state.

The contractor shall review and revise, as necessary, online training modules for testing personnel that cover proper test administration procedures and handling of secure materials. Proposals should include pricing for the production of one additional training module that

covers maintenance of security and confidentiality during online test administrations. The training modules shall be accessible online and shall include the capability of embedding video, assessing knowledge via multiple-choice questions, providing trainees with a downloadable certificate of completion, and tracking the completion rates and performance of trainees. Districts shall be provided the capability of accessing information regarding the testing results for test administrators who view these modules. Training modules shall be updated annually as directed by TEA to remain current with any changes made to the state assessment program and must be ready for use in the fall of each year. Online training modules shall be of professional broadcast quality. Updates to the scripts shall be based on information provided by TEA, and all scripts shall be approved by TEA before they go into final production.

### 23. Assessment Data Portal

Proposals for this component shall address two parts of a comprehensive system. First, the Program Integration contractor is required to provide a publicly available online system to view, download, and print statewide, region, district, and campus reports of test performance for all students in demographic subcategories. The content shall be public information and shall not include confidential student information. It shall be user-friendly and searchable by region, district, and campus. The second piece of this component shall allow authorized parties to view confidential student data, both current and historical. This system is intended to be used by TEA, school districts, campuses, public institutions of higher education, parents/guardians, and students.

Both parts of the system, as stipulated above, shall be in compliance with Texas Education Code, §32.258, which specifies that the assessment data portal shall

- a. be used by school districts, teachers, parents, students, and public institutions of higher education;
- b. give access to a student or the student's parent/guardian to that student's individual assessment data;
- c. give access to an authorized school district employee to view an individual student's assessment data for students of that district;
- d. give access to authorized employees of a public institution of higher education so they can view individual assessment data of students applying for admission;
- e. provide a means for a student or student's parent/guardian to track the student's progress on assessment instrument requirements for graduation;
- f. provide general student assessment data that is easily accessible to the public. Such data will begin with data from the 2007–2008 school year, and include data indicating progress in student achievement; and
- g. permit comparisons of student performance information at the classroom, campus, district, and state levels.

A proposal for this component shall provide details of the system, including information on maintenance and updating. Proposals shall identify and explain the capabilities and capacities of the software and computer hardware that shall be used to receive, generate, and disseminate the individual and aggregate assessment data. Included shall be verifiable evidence based on the contractor's past experience of the capacity to receive, secure, and disseminate student-level data while complying fully with federal FERPA requirements. A proposal shall provide verifiable evidence of the contractor's ability to satisfy these requirements given the size and scope of the Texas assessment program.

Any proposal shall provide detailed procedures for receiving, monitoring, and protecting confidential student-level information that the contractor receives from TEA or other agency contractors. The proposal shall include a plan for ensuring the integrity of confidential student-level data, including how a contractor shall receive and secure data, and disseminate student-level information securely to students, parents/guardians, school districts, and public institutions of higher education through a public data portal.

A contractor is required to submit an outline detailing how coordination and communication shall be achieved with the appropriate TEA divisions and other agency contractors to ensure that all deliverables related to the data portal can be supported and maintained. Deliverables shall be developed for accessibility as required by law (Section 508 of the Rehabilitation Act of 1973) to provide all users with equal access to information and functionality.

The proposal shall also detail the process by which the contractor shall ensure quality control of student assessment data at the student, classroom, campus, district, and state levels.

The Program Integration contractor shall be required to provide sufficient personnel and resources for the student assessment data portal. Any proposal shall include a contingency plan that specifies the types of actions to be taken to speed production as warranted and the additional resources to be used. In addition, a proposal shall also provide verifiable evidence of the contractor's capacity and flexibility to carry out any emergency actions in a comprehensive and timely manner while maintaining project quality standards.

Per agency protocol for handling confidential student information, the Program Integration contractor shall be required to review and adhere to TEA's agent agreement and complete any agency forms related to the handling of confidential information upon award. This contractor may be required to provide additional evidence, as determined by the agency, to support the contractor's adherence to any necessary confidentiality agreement.

Beyond any requisite monitoring activities specified in this RFP or a contract for this component, agency staff shall have a limited role in the activities related to the successful completion of the data portal project. TEA staff shall provide intermediate and final review and approve the finished product developed by the Program Integration contractor, but shall not provide development support. Therefore, the contractor must be able to produce these contract deliverables to the highest possible standards of quality and effectiveness. Any failure to deliver contracted services or maintain the security and confidentiality of student-level information can result in liquidated damages.

#### 24. Coordination of Online Activities

The contractor shall work with the agency and other assessment program contractors to jointly evaluate districts' capacity for online testing systems, address how district infrastructures shall be evaluated, and how software updates, operating system upgrades, and other technology advancements shall be implemented. The Program Integration contractor shall maintain unified system requirements across all programs and shall be responsible for notifying districts of any planned upgrades or updates that would affect the ability of districts to administer online tests or to access any of the assessment program's contracted online products. Software updates shall be kept to a minimum during the school year and not occur during testing windows.

#### 25. Detection of Statistical Irregularities Using Assessment Data

The contractor shall describe in this section the products and services to be delivered as stated below and how they shall complement or make use of erasure analysis reports generated by the other assessment contractor(s) after each paper-based test administration. Proposals must also contain suggestions for tracking similar information for online assessments. The selected contractor shall develop and securely distribute to TEA print and electronic reports of potential campus-level testing irregularities for multiple STAAR administrations. Each report must contain a detailed explanation of the methodologies used so that a third party could duplicate the results contained in the report and use the methodologies to analyze assessment data from subsequent test administrations. In addition, based on the applied statistical measures used to detect anomalous results, each report shall contain a ranked list of all campuses where testing occurred for that administration. A cut-point shall be established in conjunction with TEA that indicates campuses with unusual or anomalous test data and, for all campuses above the cut-point, the Program Integration contractor shall provide an explanation of the anomalies observed at each campus. For each report, the contractor shall provide a description of measures taken to minimize false positives. Any document created using erasure marks data

for the erasure analysis report or for deliberation of an advisory committee established under TEC, §39.0301, Subsection (c), or any recommendation of such a committee is confidential and not subject to disclosure under Chapter 552, Government Code. Except as provided by TEC §39.0301 Subsection (e), the statistical methods and standards adopted under this section and the results of applying those methods and standards are confidential and not subject to disclosure under Chapter 552, Government Code.

Agency staff shall have a limited role in the activities related to the successful completion of this project. TEA staff shall not be able to provide development support, and the agency's role shall consist of intermediate and final review as well as approval of the finished product developed by the Program Integration contractor. Therefore, the contractor must be able to produce these contract deliverables to the highest possible standards of quality and effectiveness.

Reports shall employ language that can be clearly and easily understood by relevant stakeholders including but not limited to teachers, district personnel, and TEA staff. The Program Integration contractor shall produce the reports and provide them to the Student Assessment Division with the understanding that TEA can distribute the reports to other divisions within the Agency such as the Office of Complaints, Investigations, and Enforcement, and/or outside parties, including researchers, school districts, and other organizations.

The Program Integration contractor is responsible for printing and securely delivering the reports in both paper (one copy per report) and electronic format. The contractor shall provide reports to TEA within one month of receiving confidential student data.

## 26. Student History Files

The Program Integration contractor shall be responsible for creating and maintaining a master history file for all students who have participated in STAAR, STAAR Alternate, TELPAS, and TAKS testing. The master history file is a cumulative repository of all test results for individual students who have participated in any of the state's tests. Though other assessment contractor(s) shall be responsible for maintaining program-specific history files, the master history file must reflect the entirety of a student's testing history. The history file shall include student identification and performance data specified by TEA as well as other information necessary for merging and updating data files from any assessment administration in which the student participated. The history file typically contains, for each test given to a student, identification information for the student (including but not limited to name, PEIMS identification number, and date of birth) and test results (including but not limited to test score, passing status, and test administration date). The master history file must also allow all previous test administrations to be tracked for individual students and for cumulative information to be easily extracted. The master history file must be compatible with files developed under previous contracts and by other assessment contractor(s) under the 2015–2019 contract.

The master history file must be thoroughly documented and usable for generating data sets and reports by authorized TEA employees for multiple purposes, i.e., tracking the test performance of cohorts of students across the state. A copy of each master administration file shall be provided to TEA as part of the reporting process, and a copy is to be retained by the Program Integration contractor for the duration of the contract. The current data file requirements can be found on the Student Assessment webpage.

After each STAAR, STAAR Alternate, TELPAS, and TAKS test administration, the Program Integration contractor shall gather the student-level test data files to merge into the master history file. The Program Integration contractor shall work with TEA to create a process to resolve discrepancies and mismatches in student identification numbers or any other student information gathered from the various assessment program data files. The Program Integration contractor shall ensure that changes to student information for a given test administration shall be reflected in the history file for all prior test administrations for that student, and shall send student-level program-specific updates to the other assessment contractor(s) as necessary. For example, if the student name is corrected after an administration of a TELPAS test and it

has been determined that this name change shall be reflected across all Texas test programs, the name change shall be made for the same student in the master history file. If the student took assessments other than TELPAS (e.g., STAAR or STAAR A), an update shall be provided to the assessment contractor(s) for those programs. The contractor shall describe the system to be used for tracking record changes.

The Program Integration contractor shall provide districts with secure electronic access to the master student test history files. The proposal shall include a description of the necessary safeguards to maintain security and confidentiality over the Internet.

27. Accountability Datasets

The Program Integration contractor shall be responsible for the creation of accountability datasets to be used by the Division of Performance Reporting. Student-level data from the STAAR, STAAR Alternate, and TELPAS assessments are used in both state and federal accountability. Following the spring administration of the grades 3-8 and EOC assessments, the contractor(s) will provide districts, ESCs, and TEA with an unduplicated student-level data file that serves as the sole source for the assessment results used for the state and federal accountability systems. These files will combine the results of all assessments taken by each student to determine a final overall status at each student performance standard, including the final status based on a reported growth measure, by subject area. These results should include the student's final status after the first and second administrations of the grades 5 and 8 reading and mathematics administrations.

A preliminary version of these files must be made available to TEA by the end of the first week of June in order to meet the requirement in TEC 39.054 that requires campuses and districts with repeated unacceptable ratings to be notified of their current year rating by June 15 each year. A final version of these files must be provided by the end of the third week of June to TEA and by the end of the first week of July to districts and ESCs.

28. State Assessment XML Files

The Program Integration contractor shall also provide student-level XML data files for all STAAR assessment administrations that may be ordered and downloaded by local education agencies (LEAs). The XML data files shall be compliant with Texas Education Data Standards (TEDS) and include students' Texas UIN via PEIMS data loads that shall occur twice a year (fall and winter). The unique student identifiers shall be included and associated with the student's test registration and information. Student records that do not have a Texas UIN shall be assigned and supplied a default value in an LEA's XML file to allow the LEA to update the identifier information for test registration. Student information updated in an XML file by an LEA shall be reflected in the student history data files.

29. Meeting Space

The contractor shall provide suitable space in the Austin, Texas area for conducting training and convening advisory meetings. The facility must be able to accommodate up to 150 people and shall be furnished with the appropriate equipment for training sessions and meetings.

30. Quality Control

The proposal must describe in detail the processes the contractor shall use to ensure quality control of the aspects of the assessment program for which the contractor is directly responsible or which require coordination across contractors. The contractor shall provide a detailed plan to establish standards and procedures and a methodology for routine, periodic internal and external audits, the results of which shall be shared with TEA.

The contractor shall maintain the highest standards of quality control in its coordination across programs to ensure that all required services and deliverables are provided within the timelines established by TEA. The contractor shall provide a detailed plan to establish standards and

procedures of quality control for all aspects of the services to be provided in this contract, including but not limited to psychometric services, the development and management of a master schedule; the management, storage, and delivery of data; and the development and preparation of public documents, both technical and nontechnical. Procedures should follow industry standards, such as those outlined in the Malcolm Baldrige Quality Award or the most current version of the ISO 9000 series of quality management standards.

The proposal shall describe the process the contractor would put in place to develop and propose solutions to resolve problems that may arise. The contractor shall be prepared to take the actions deemed necessary by TEA to correct problems as appropriate. Proposals must include a contingency plan that specifies the types of actions to be taken to speed production as warranted, the additional resources to be used, and evidence of the contractor's capacity and flexibility to carry out these emergency actions in a comprehensive and timely manner while maintaining project quality standards.

### 31. Other Technological Innovation

The contractor shall provide verifiable evidence of its demonstrated leadership in the use of state-of-the-art technology in the testing industry. TEA shall take into account experience in planning and delivering solutions that shall provide process improvement and customer satisfaction. Proposals must include a strategy for using the Internet, communications technology, and/or interactive information technology, and the integration of these technologies, to achieve the goals of the testing program more efficiently and effectively. Deliverables must conform to accepted standards for accessibility for people with disabilities. Proposals must also include a plan for receiving forms, orders, and payments through the Internet from members of the public and school districts.

## **1.5.2 STAAR Item and Test Development, Administration, Scoring, and Reporting for Grades 3–8 Assessments**

The purpose of the State of Texas Assessments of Academic Readiness (STAAR®) is to measure how well schools and teachers are preparing their students academically. STAAR is specifically designed to measure individual student achievement and progress in relation to grade-appropriate student expectations from the state-mandated curriculum standards, the Texas Essential Knowledge and Skills (TEKS). Contractors are invited to bid on the item and test development, administration, scoring, and reporting functions associated with the STAAR 3–8 program. This includes item and test development, administration, scoring, and reporting for all general 3–8 assessments with and without accommodations, for STAAR Spanish, for STAAR L, and for STAAR A. The assessments at grades 3–8 are designed to be administered both on paper and online, although 99% of these assessments are currently administered on paper. During the 2013–2014 school year, approximately 6,800,000 related STAAR assessments were administered. Most STAAR 3–8 assessments are administered in the spring (March, April, or May) of a school year.

For students who are subject to the Student Success Initiative grade advancement assessment requirements (see Texas Education Code [TEC], §28.0211), two additional STAAR administrations are made available for grades 5 and 8 reading and mathematics assessments. Standard reports shall be provided automatically to school districts after each STAAR administration, and information contained in standard reports shall satisfy mandatory reporting requirements.

The highest technical quality shall be maintained in the production and administration of STAAR, including STAAR Spanish, STAAR L, and STAAR A, and in the reporting of test results. To this end, the contractor shall be cognizant of applicable sections of the standards for educational tests set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council on Measurement in Education (NCME); these are herein referenced as the APA standards. The contractor shall apply applicable APA standards to the production and administration of the assessment program and in the assignment of personnel to the project.

Proposals shall provide verifiable evidence of a contractor's ability to ensure the successful implementation of tests required by state or federal law. At a minimum the quality of all deliverables shall meet or exceed that of the current tests. The proposal shall include clear evidence of the contractor's ability to produce the highest quality assessments. The specific steps that outline the test-development process for the Texas assessment program are listed in Appendix III of this RFP. A more detailed overview of the comprehensive test-development process followed in Texas can be found in the most recent version of the state's Technical Digest on TEA's Student Assessment webpage.

### 32. Item and Prompt Development

The contractor shall be responsible for the development of all items needed for the STAAR 3–8 program. Items developed for the general STAAR 3–8 assessments will be used for STAAR L and STAAR A. The contractor shall also be responsible for developing artwork, reading selections, writing passages, and writing prompts as well as for obtaining copyright permission for any artwork or published reading selections that are used.

The proposal shall outline the plan for the sufficient annual development of items for STAAR 3–8, including reading selections, writing passages, and writing prompts. This plan shall specify the allocation of resources dedicated to the program as directed by TEA. The contractor shall be prepared to adjust the quantity and types of items developed as well as the level of dedicated resources if changes to the testing program must be made due to the TEKS curriculum revisions or new state or federal legislative mandates.

The contractor shall provide adequate staffing for meeting the item-writing demands of this project. For each grade/subject assessed on STAAR 3–8, the contractor shall provide TEA with the names and resumes of the staff dedicated to the project, including the senior manager, content specialists, item writers, translators, and editors with specific content expertise. Contractor staff responsible for overseeing the quality of item development for a content area (e.g., elementary mathematics or middle school reading) shall have credentials that qualify them to judge the extent to which the items developed meet TEA test specifications and appropriately measure the TEKS eligible for assessment. Each staff member working within a particular content area shall have content expertise in that specific area and shall be dedicated solely to the Texas assessment program. The contractor shall provide sufficient staff to ensure that the annual development required for each STAAR 3–8 assessment is of the highest quality and meets all TEA requirements and time lines. Full-time project staff for each content area are required in the following numbers:

- a. mathematics—two (one for grades 3, 4, and 5 and one for grades 6, 7, and 8)
- b. reading—two (one for grades 3, 4, and 5 and one for grades 6, 7, and 8)
- c. writing—one for grades 4 and 7
- d. science—one for grades 5 and 8
- e. social studies—one for grade 8

The staffing plan for the development of assessments at grades 3–5 in Spanish shall ensure that the contractor shall provide English/Spanish bilingual content-area specialists as well as experienced highly qualified translators and editors. The contractor shall detail a plan to ensure that a sufficient number of additional staff is assigned to the project for each Spanish-version subject-area test. Full-time project staff for each content area are required in the following numbers:

- a. translation—2
- b. reading—1
- c. writing—1
- d. mathematics and science—1

As part of this proposal, the contractor shall detail the commitment to this project (e.g., percentage of time) of all staff who would be assigned to the STAAR 3–8 program. Items may

be provided by item writers outside the contractor's organization. However, the contractor shall be directly responsible for oversight of all aspects of the item-development process.

The contractor shall describe the process that will be used to ensure that items are of the highest technical quality. Evidence shall be provided that test items and accessibility features allow all student groups, including English language learners and students with disabilities, to demonstrate their knowledge and access the content. This evidence shall include exemplar items that illustrate the principles of universal design.

The contractor shall provide sample item-development specifications and sample items. The sample items included in this proposal shall represent all content areas assessed on STAAR 3–8. The items shall represent varying levels of cognitive demand and include rationales for answer options. For grades 3–8 reading, at least 50% of selections for which items are developed shall be published. The proposal shall include a description of the process that will be used to determine the text complexity of reading selections to ensure that they are appropriate for the grade level. As part of this proposal, the contractor shall submit sample reading selections that represent literary and informational genres as well as varying levels of text complexity.

The proposal shall include the process by which the contractor shall ensure the editorial accuracy of all items. The contractor shall certify that all items and prompts align to the appropriate TEKS and test specifications for the grade/subject being assessed. Once the contractor has thoroughly reviewed items and prompts and has determined that they are of sufficient quality to be acceptable to TEA, items and prompts will be sent to TEA for internal review. Internal item-review meetings will be attended by content specialists from TEA and the contractor. The contractor shall be responsible for documenting in detail all edits to items, selections, and prompts in order to ensure accurate revisions. Once revisions have been completed, the revised items, selections, and prompts will be formatted and proofread by the contractor. If necessary, at the direction of TEA, additional reviews of the edited items and prompts will be conducted by the contractor and TEA staff. Only approved items, selections, and prompts will be presented to Texas educator committees for review.

The contractor shall conduct an annual inventory of the STAAR 3–8 item bank. Based on this inventory, the contractor is responsible for evaluating the overall status of the item bank. This activity shall include an analysis of the items by grade/subject, reporting category, student expectation, readiness/supporting standard, and item type to determine, in consultation with TEA staff, any areas of deficit that may require additional development. The contractor shall also provide TEA with an annual summary of these evaluations prior to ordering items for the next cycle.

TEA is interested in the potential development of performance-based items for STAAR 3–8 reading, mathematics, science, and social studies tests. As part of this proposal, the contractor shall provide separate pricing and sufficient details to enable TEA to evaluate the feasibility of developing performance-based items for inclusion on the tests. The contractor shall provide sample performance-based items that represent all the subject areas listed above.

The contractor from the previous contract (2010–2015) shall provide items developed in 2015 for field testing in spring 2016 to the contractor selected for the 2015–2019 contract. In the last year of the contract under this RFP (2018–2019), the contractor shall continue to be responsible for developing the required number of items in each grade/subject for field testing in spring 2020. If a new contractor is chosen through the competitive proposal process for services to be provided after this contract expires, then the contractor for 2015–2019 shall provide those items developed in the last year of the contract to the new contractor. TEA shall work closely with the contractor selected under this RFP to ensure a successful transition between contracts.

The contractor shall be responsible for annually developing all items for STAAR 3–8, with the exception of writing prompts for grade 4 (English and Spanish versions) and grade 7, which will be developed every three years and administered in a stand-alone prompt study. The

quantities listed below for each grade/subject are based on current test designs. Only items approved by TEA can satisfy these development numbers.

a. STAAR English-Version

Writing

- i. Grade 4—At least 300 items annually and 40 writing prompts every three years (prompt study to be administered in spring 2017 and spring 2020)
- ii. Grade 7—At least 300 items annually and 40 writing prompts every three years (prompt study to be administered in spring 2017 and spring 2020)

Reading

- i. Grade 3—At least 300 items annually
- ii. Grade 4—At least 300 items annually
- iii. Grade 5—At least 500 items annually
- iv. Grade 6—At least 300 items annually
- v. Grade 7—At least 300 items annually
- vi. Grade 8—At least 500 items annually

Mathematics

- i. Grade 3—At least 300 items annually
- ii. Grade 4—At least 300 items annually
- iii. Grade 5—At least 500 items annually
- iv. Grade 6—At least 300 items annually
- v. Grade 7—At least 300 items annually
- vi. Grade 8—At least 500 items annually

Science

- i. Grade 5—At least 300 items annually
- ii. Grade 8—At least 300 items annually

Social Studies

- i. Grade 8—At least 300 items annually

The contractor should refer to the STAAR resources located on the Student Assessment webpage for additional information about item types and length of writing passages and reading selections.

b. STAAR Spanish-Version

For the Spanish versions of STAAR, annual item-development quantities vary by grade and are largely dependent on the size of the tested population. The contractor shall be prepared to increase or decrease the quantity of submissions to accommodate any changes in state or federal policies affecting the number of students who take these assessments. All test development for the Spanish writing and reading submissions is independent of the English submissions. However, a transadaptation process is used to develop the Spanish writing prompts when appropriate. In cases where English prompts cannot be transadapted appropriately into Spanish, the contractor shall develop unique Spanish prompts.

## Writing

Grade 4—At least 150 items annually and 30 writing prompts every three years (prompt study to be administered in spring 2017 and spring 2020).

## Reading

- i. Grade 3—At least 230 items annually
- ii. Grade 4—At least 230 items annually
- iii. Grade 5—At least 230 items annually

## Mathematics and Science

For the most part, the Spanish mathematics and science submissions are based on transadaptations from the English submissions; however, the contractor may be required to generate independent mathematics and science items, not to exceed 20 items per grade annually, to replace any items that cannot be appropriately transadapted.

The test development process for Spanish-version tests can be found in the Technical Digest. The most recent version of the Technical Digest can be accessed on the TEA website.

### c. Online Accommodations Integration

Proposals shall include separate pricing for the incorporation of online accommodations, such as those used for STAAR L and STAAR A, into the item-development process for all STAAR 3–8 items. Currently these accommodations are added only to items that have been included on STAAR operational assessments.

### d. Special Forms Production

In addition to the item quantities listed above, the contractor shall outline a plan for the development of sufficient items to construct additional forms of each test administered in grades 3–8. These forms will be used for a variety of purposes: as source tests for STAAR L, STAAR A, and braille versions of STAAR and as an alternate test form in case of a breach in test security.

Two additional forms are required for the following grades/subjects:

- i. Grades 3, 4, 6, and 7 reading and mathematics
- ii. Grades 4 and 7 writing
- iii. Grades 5 and 8 science
- iv. Grade 8 social studies

Three additional forms are required for reading and mathematics tests in grades 5 and 8. The contractor shall provide estimated costs for item development for these special forms.

### 33. Texas Educator Meetings

Educator committees are convened to assist TEA with the test-development process through two primary activities: new test development and item review. The contractor shall arrange for and provide materials and resources for groups of Texas educators from across the state to meet in Austin, Texas as part of the STAAR test-development process and as special advisory committees are needed. The contractor shall budget for reimbursement of educators' travel (motor vehicle and/or airplane), hotel accommodations and meals, meeting facilities, and breakfast and lunch at the meetings. The contractor shall also budget for reimbursement to

school districts for the cost of classroom substitute teachers to replace those teachers attending these meetings. The reimbursement to school districts per teacher is currently estimated to be \$80 per day. The contractor shall be responsible for preparing items for review, proofreading all items, developing and providing all handouts, and furnishing any necessary equipment, such as laptop computers for item-review meetings for online assessments, or supplies such as graphing calculators for item-review meetings for mathematics assessments. The contractor shall propose a method for TEA approval to capture and archive committee members' comments and notes at item-review meetings.

A description of the role that Texas educator committees fulfill in the test-development process can be found on the Student Assessment webpage in the most recent version of the state's Technical Digest. There are approximately 30 educator committees convened each year. However, more meetings may need to be scheduled to develop the large numbers of items necessary to meet the requirements of the Texas assessment program. The proposal shall outline all activities necessary to hold educator meetings. Further, contractors are encouraged to suggest alternate approaches to conducting these meetings that would take advantage of recent improvements in technology.

a. New Assessments

If TEA is legislatively required to develop new general assessments, the contractor shall arrange meetings of educator committees to assist in determining specifications in such areas as the TEKS assessed, development of test reporting categories, item-development guidelines, item prototypes, and test blueprints. At TEA direction, the contractor may be required to bring in nationally known experts to aid in the initial development of new assessments. TEA shall approve the list of nationally known experts in advance.

b. Item and Prompt Review

The contractor shall convene educator committees to review potential new items and prompts that have undergone TEA internal review. The committees shall consist of approximately twenty-five educators, representing the education service center regions of the state. The contractor shall plan on one committee meeting for each 3–8 grade/subject assessed, with the exception of grades 5 and 8 reading and mathematics, each of which requires two committee meetings each year. The contractor shall assign contractor staff with content-area expertise to attend each meeting. For the Spanish-version STAAR committees, the assigned contractor staff shall also be Spanish/English bilingual. Contractor staff shall train committee members on procedures and criteria for review and will keep a detailed record of the committee's edits and recommendations. Based on the outcomes of these committee meetings, the contractor shall make necessary revisions to items and prompts. When items and prompts are approved by TEA, the contractor shall provide a report to TEA documenting committee input after each educator review meeting. The report will include a summary of the demographic characteristics of each committee, a list of items deleted or edited, and a summary of the committee's comments. The contractor shall plan for two- to four-day item- and prompt-review meetings for each year of the contract for each STAAR and STAAR Spanish grade/subject.

c. Review Guidelines

All educator committees convened to examine STAAR 3–8 items and prompts will conduct their review according to clearly established and articulated guidelines. The purpose of these guidelines is to ensure that each item is written at an appropriate developmental and/or difficulty level for the grade/subject assessed; that there is an appropriate match between each item, the reporting category, and the TEKS student expectation it assesses; and that no item contains bias against any student population. The proposal shall include a plan for developing these review guidelines. The contractor

may suggest additional activities to verify the accuracy of the content being assessed on STAAR 3–8 assessments.

#### 34. Pilot Testing

Pilot testing is small-scale testing of volunteer classrooms prior to a field test. Pilot testing may be required to assess the viability of item prototypes or item formats not previously used or to gather information on new accommodations or on testing innovations. The contractor shall present pilot plans and materials to TEA for approval and shall be responsible for scoring, analyzing, and reporting to TEA the pilot results. The proposal shall contain a strategy for accomplishing any pilot testing necessary for the project.

#### 35. Field Testing

The proposal shall detail a plan for the field testing necessary for the development and continuation of the STAAR 3–8 assessments administered. The contractor shall conduct embedded, stand-alone, online, and/or operational field tests for certain tests as required by TEA. The contractor's field-test plan shall outline a design and a process for field testing that shall provide an appropriate random sample that is representative of the Texas student population and that takes into account the burden on campuses and districts with regard to disruptions to the school day and loss of instructional time. As part of this plan, the contractor shall specify the minimum sample size necessary to provide psychometrically sound field-test data sufficient for the continuation of a valid and reliable testing program. This plan shall include but not be limited to the field testing and scoring of writing prompts, multiple-choice items, and machine-scorable (griddable) items.

TEA is committed to an assessment program that embeds field-test items in operational forms to the extent possible. When field-test items are embedded, the contractor shall design a matrix for inclusion of the items in the test forms. The field-test matrix shall be submitted to TEA for approval. In rare instances, if field tests must be administered separately from the regular statewide test administration, the contractor shall draw a representative sample and build the field-test forms. Both the sample and the field-test forms shall be submitted to TEA for approval.

A separate prompt study for grade 4 (English and Spanish) and grade 7 shall be required in 2017 and 2020. In addition, separate field testing may be necessary for standard-setting or other research purposes. The contractor shall coordinate the development of all field-test materials, including test booklets, answer documents, and test-administrator instructions. The contractor shall also conduct thorough reviews of all field-test forms as a quality-assurance step before these forms are distributed to districts. The proposal shall outline the plan to meet these field-testing requirements, including what quality-assurance measures shall be implemented.

#### 36. Data Review

After field-testing items, the contractor shall provide TEA with analyses of these items and copies of field-tested items no later than six weeks after the test administration. The contractor shall plan on one data-review meeting for each grade/subject assessed. The data review meeting shall involve TEA assessment and curriculum staff. The contractor shall assign content specialists as well as psychometricians (i.e., individuals trained in the interpretation of standardized test data) to be available for each meeting and provide training on procedures and criteria for data review as needed.

#### 37. Standard Setting

In 2012, performance standards were established for STAAR 3–8 assessments. In summer 2015, new performance standards will be established for the STAAR mathematics assessments because substantial revisions to the TEKS mathematics curriculum necessitate the redesign of these assessments.

It is not anticipated that new performance standards for STAAR 3–8 shall need to be established during this contract period unless changes to STAAR are required by future state or federal legislation or substantial revisions to the TEKS curriculum.

The contractor shall be responsible for standard-setting activities for all new assessments as well as for activities associated with resetting and/or reevaluating standards as required by law or as needed based on substantial changes to the assessment program (e.g., curriculum revisions). All assessment requirements outlined in TEC §39.0241 and §39.036 shall be addressed in this proposal. This includes the implementation and reporting of a measure of annual improvement in student achievement as outlined in TEC §39.034.

The proposal shall include verifiable evidence of the contractor's ability to satisfy these requirements. More information on previous standard-setting activities can be found on the Student Assessment webpage.

### 38. Item Bank

TEA shall work with the current contractor to ensure the smooth transition of all items, selections, and prompts in the current item bank to the contractor awarded this component of the RFP. The contractor shall be responsible for adding each field-tested item, selection, and prompt to a secure item bank system for the assessment program and shall ensure that the item bank is complete and accurate at all times. The item bank includes the text, art, and statistics for all items developed for the statewide assessments. Item bank information currently includes a unique identifying number, the specified grade/subject assessed, the reporting category tested, the TEKS student expectation tested, any subtargets including readiness standards, supporting standards, and process codes (as applicable), and the selection or item image.

The item bank shall serve as the primary repository for item development, test construction, test production, test delivery, and post-test statistical analysis and reporting. This proposal shall detail the interconnectivity of the item bank and any associated assessment systems. The functions of the item bank shall provide for an efficient test-construction process. These functions include the ability to create subsets of items on a test and to mark and sort items based on their availability. The proposal shall detail the procedures for ensuring quality control of the item bank, including version control and item tracking across test forms and administrations (e.g., items used on 3–8 assessments for STAAR, STAAR Spanish, STAAR L, and STAAR A). Quality control is critical to the production of error-free test materials. The contractor shall be responsible for providing and updating test items and performance data into the statistical item bank system and ensuring that the item bank is fully functional, accurate, and available to TEA at all times. In addition, the contractor shall provide TEA with an updated hard copy of the statistical item bank annually and an annual inventory of the items in the item bank.

The statistical item bank must be able to generate a variety of summary reports, including but not limited to overall test summaries, reporting category summaries, readiness/supporting summaries, process code summaries, item usage summaries, and item/test overlap summaries. The item bank must be able to sort and report items by administration, reporting category, student expectation, readiness/supporting, item type, and statistics.

The contractor shall provide TEA with access to the item bank to facilitate efficient review of item bank information. This access shall be predicated on effective security to ensure confidential access and reliable item version control at each stage of development. Version control shall also include accessibility to each prior version of an item. As the primary repository of test items, the item bank must be capable of managing version control for the image and text content, status reporting of items, and statistical analysis of each item.

The contractor shall provide the appropriate computer hardware and software to facilitate an item bank system that is accessible to TEA personnel and other users authorized by TEA, as appropriate. Technical assistance with the statistical item bank shall be provided by the

contractor as necessary to maintain a fully operational system at all times with TEA approved exceptions. The proposal shall describe services to support the statistical item bank. Disaster recovery plans shall be provided.

39. Test Design and Construction

a. STAAR

The proposal shall include a plan for providing content review and technical assistance for the construction of all 3–8 tests. New forms of tests may be required for each test administration. Test administration dates for past, present, and future school years can be found in the testing calendars available on TEA’s website. The plan for test construction shall allow for equating the difficulty of tests from administration to administration, for maintaining the types of scores currently generated, and for preserving security. In addition, the plan shall provide a strategy for equating tests from year to year that takes into account the statutorily required release of tests. The contractor shall provide verifiable evidence that the in-house psychometricians assigned to the Texas project are highly qualified and sufficiently experienced in current, acceptable psychometric practices.

The proposal shall also outline an option to develop scrambled test forms for general STAAR 3–8. The plan shall address the psychometric, quality control, scoring, and reporting issues that TEA should consider when evaluating the feasibility of developing scrambled forms. The contractor shall price this option separately.

In addition to the general STAAR 3–8 assessments, the contractor is responsible for the production of special forms of the STAAR 3–8 assessments, including large print, braille, STAAR L, and STAAR A. Currently the large print form is produced from the general STAAR 3–8 form for each administration. Braille, STAAR L, and STAAR A are produced from shelf tests.

b. STAAR L

STAAR L is a linguistically accommodated version of the general STAAR assessment that is designed to be delivered online, with a paper form reserved for very small numbers of students with extenuating circumstances. The online format includes built-in linguistic supports for construct-irrelevant language designed to assist ELLs who meet participation requirements in accessing the content of the assessment. STAAR L is administered in mathematics, science, and social studies at the same grades as the general STAAR assessments. The contractor shall be responsible for developing linguistic supports to be integrated into the online version, including but not limited to embedded visual aids, animations, linguistic simplifications, definitions of construct-irrelevant terms, and text to speech. The contractor shall also be responsible for developing the secured test administrator manuals that incorporate some of the linguistic accommodations that are available in the online form into a less comprehensive paper form designed for use with a subset of the STAAR L population.

Online interactive content-area tutorials intended to assist students in familiarizing themselves with the STAAR L online testing platform have been developed for the grade bands of 3–5 and 6–8. Additionally, online interactive STAAR L practice sets have been developed in all grades/subjects for which STAAR L is administered. These tutorials and practice sets shall be maintained and revised as necessary by the contractor.

c. STAAR A

STAAR A is an accommodated version of the general STAAR assessment that is designed to be delivered online, with a paper form reserved for very small numbers of students with extenuating circumstances. The online format includes built-in supports for construct-irrelevant language and concepts designed to assist students who meet

participation requirements in accessing the content of the assessment. STAAR A is administered in the same grades/subjects as the general STAAR 3–8 assessments. The contractor shall be responsible for developing supports and accommodations to be integrated into the online version, including but not limited to embedded visual aids, graphic organizers, animations, simplifications, definitions of construct-irrelevant terms, and text to speech. The contractor shall also be responsible for developing the secured test administrator manuals that incorporate some of the simplified text and graphic organizers that are available in the online form into a less comprehensive paper form designed for use with a subset of the STAAR A population. The proposal shall include separate pricing for the development of STAAR A versions of all STAAR Spanish assessments in grades 3–5.

Online interactive content-area tutorials intended to assist students in familiarizing themselves with the STAAR A online testing platform have been developed for the grade bands of 3–5 and 6–8. These tutorials shall be maintained and revised as necessary by the contractor.

#### 40. Online Activities

TEA has a number of online activities in place in the state assessment program. At a minimum the contractor shall plan to continue and/or enhance online initiatives already identified by the state, as outlined in Appendix IV. The selected contractor shall provide a secure online platform that is compatible with Windows OS (Windows 7 and above) and Mac OS (10.4 and above). Compatibility with current Linux and Chrome operating systems is preferred. TEA is interested in pursuing the delivery of assessments on Apple IOS and Android tablets. Contractors interested in providing this as an optional service shall provide pricing and adequate details to enable TEA to evaluate the feasibility of the option.

A proposal shall include a management and methodology plan for the development and delivery of online testing and training activities. Processes for ensuring accuracy of production of online base tests and field-test forms shall be included. This plan shall include a requirements-gathering phase, joint planning and development of system specifications, progress checkpoints and reports for TEA sign-off, beta testing, user acceptance testing, quality assurance testing, security testing, disaster recovery, and technical support. The plan shall also include information on the test delivery system's environment, its capacity, and its capabilities. TEA shall approve changes to any software used for online testing prior to the changes being made. TEA also reserves the right to audit any online delivery system used to develop, administer, or report any activities associated with the STAAR 3–8 program.

The contractor shall work with the agency and Program Integration contractor to jointly evaluate districts' capacity for online testing systems, address how district infrastructures shall be evaluated, and how software updates, operating system upgrades, and other technology advancements shall be implemented. The Program Integration contractor shall maintain unified system requirements across all programs and shall be responsible for notifying districts of any planned upgrades or updates that would affect the ability of the districts to administer online tests or to access any of the contractors' online products used for the assessment program. Software updates shall be kept to a minimum during the school year and not occur during testing windows. The contractor shall develop and deliver user training for the online environment. A plan for training implementation shall be included with the proposal.

The proposal shall price out separately online assessment activity options. In providing costs, a contractor shall take into account all the activities required for the STAAR 3–8 program and their potential impact on online testing activities. The few examples provided in this RFP are not intended to be an exhaustive list of the innovative online strategies that may be incorporated into the proposal. The proposal may include any recommendations for online testing, registration, processing, reporting, or other activities that might benefit the state assessment program.

Online assessments should maximize the use of technology while facilitating ease of use by students of all levels. The proposal at a minimum shall describe appropriate testing tools such as the following:

- a. Text-to-speech synthesis for the ability to read embedded instructions
- b. Font size, contrast, and coloration that is adaptable for students with special needs and for age appropriateness
- c. Capacity to customize accommodations according to student need
- d. Split screen to keep a reading selection or writing selection visible while moving through the items
- e. Acceptable range of screen resolutions
- f. Subject-specific tools such as calculators, dictionaries, rulers, etc.
- g. Capability of marking an item for rechecking before finishing the test
- h. A visual indication of the items selected for review
- i. Notification if a student attempts to exit the test even though items are incomplete or marked for rechecking

Online interactive tutorials shall be developed to provide students with opportunities to learn how to use the testing platform for STAAR 3–8 online administrations.

The proposal shall identify the process or method(s) used for the following procedures:

- a. Authorize and authenticate users including students, teachers, test administrators, and test coordinators plus any other designated district personnel proposed by the contractor
- b. Ensure student confidentiality during administrations
- c. Allow for students to exit assessments for breaks or emergencies and resume assessments with appropriate authorization
- d. Provide the capability to reactivate an incomplete test as needed by TEA or the contractor
- e. Lock down the desktop to prevent other applications from being used during testing
- f. Allow districts to edit student information and turn on any allowable student accommodation tools
- g. Permit test administrators to monitor test progress for students
- h. Provide the ability to store encrypted test content locally to prevent network congestion and allow students to continue testing despite Internet outages

#### 41. Test Booklet Specifications

All test booklets shall be labeled with unique numerical codes in sequential order to assist with test booklet security and inventory control. Test booklets shall be designed and constructed to ensure durability. Test booklets may contain multiple subject-area tests for a given grade, and each test section must be sealed separately as stipulated by TEA. Contractors shall include samples of their proposed test booklets and seals, which shall consist of the same paper that shall be used in actual test booklets. Weight, opacity, and cost of the paper shall be included in the proposal. The proposal shall include a plan detailing the quality-control review process for printed booklets verifying that file transfers, pagination, and sequencing are correct, print quality is maintained, and booklets do not have smudges or missing or duplicate pages.

Currently subjects for each grade in 3–8 are combined into one booklet, as appropriate, based on the administration dates. TEA is reviewing more efficient and cost-effective ways to package materials, so contractors shall provide costs for both separate and combined booklets for 3–8 assessments based on the administration dates. Refer to the next section for more specific information on the test booklets required.

#### 42. Test Booklet Quantities

For each STAAR 3–8 administration (including STAAR Spanish, STAAR L, and STAAR A), the contractor shall provide districts with an online system that enables districts to identify the mode

in which they shall participate (online, paper, or both) and to order sufficient numbers of test materials. This includes allowing districts to order additional materials just prior to the actual test administration. The contractor shall be prepared to increase the quantity of booklets produced for any increase in demand required for the assessment program, including changes in student enrollment. See Appendix II for a list of the number of tests administered in grades 3–8 during the 2013–2014 school year. The contractor shall need to submit a list of the number of test booklets it proposes producing as part of the bid. The contractor shall also be prepared to provide test booklets and test administrator manuals for any separate pilot tests, field tests, or special administrations that are required. The contractor shall provide the capability for printing on demand. Test booklets shall be printed on recycled paper whenever possible.

The contractor shall also be responsible for providing, in each year of the contract, braille and large-print versions of all STAAR 3–8 tests (excluding STAAR Spanish, STAAR L, and STAAR A) as necessary. Copies of braille tests shall be available in both contracted and uncontracted braille. The quality of braille tests shall meet the standards established by the American Printing House for the Blind. Currently the large-print tests are produced by enlarging the entire test, including artwork, graphs, etc. The contractor may be required to reformat the text and/or art in some items at the direction of TEA.

STAAR L and STAAR A are primarily administered online; however, in a small number of cases where students are unable to access the online assessment, TEA may approve a paper administration of these assessments. The contractor shall be responsible for providing paper administration materials to districts once TEA has approved the paper administration. Student responses to paper administrations of these assessments shall then be entered into the online system by the test administrator. Details regarding the online-system requirements may be found in the online section.

#### 43. Answer Documents

The contractor shall produce appropriate scorable answer documents for all STAAR 3–8 administrations. All scorable documents shall be designed to ensure that student responses or student-identification gridding cannot alter student responses marked on opposite or facing pages. The contractor shall be responsible for writing, developing, proofreading, and revising all answer documents on an ongoing basis and/or as directed by TEA. These answer documents shall be submitted to TEA for final review and approval. The proposal shall provide a detailed plan for the development and annual updating of answer documents, including a plan to ensure content, accuracy, and editorial expertise. Current requirements for answer documents unique to specific tests are outlined below. All contractors shall also produce any other machine-scorable documents necessary for the scanning and scoring process (e.g., identification sheets for groups of answer documents) as determined by TEA.

The contractor shall provide machine-scorable answer documents for STAAR 3–8.

- a. Grade 3—a single answer document for reading and mathematics
- b. Grade 4
  - i. a single answer document for reading and mathematics
  - ii. a separate answer document for writing
- c. Grade 5
  - i. a single answer document for reading and mathematics, with three administrations of each test
  - ii. a separate answer document for science
- d. Grade 6—a single answer document for reading and mathematics
- e. Grade 7
  - i. a single answer document for reading and mathematics
  - ii. a separate answer document for writing
- f. Grade 8
  - i. a single answer document for reading and mathematics, with three administrations of each test
  - ii. a single answer document for science and social studies

Answer documents shall contain space for coding program and demographic student identification information, as specified by TEA. Labels containing precoded program and demographic information in eye-readable format may also be required. The contractor shall provide appropriate response space on answer documents when open-ended items (e.g., written compositions) or nontraditional, machine-scorable items (e.g., griddable responses) are used on tests. Appropriate space may also be required for additional short answer questions and for other special purposes.

#### 44. Test Administration Manuals

The contractor shall review and revise existing STAAR 3–8 test administrator manuals and develop new or additional manuals as necessary for the coordination and the administration of the STAAR 3–8 program (including STAAR Spanish, STAAR L, and STAAR A). The contractor shall be responsible for writing, developing, proofreading, and revising all manuals. These manuals shall be submitted to TEA for final review and approval. The proposal shall provide a detailed plan for the development and annual updating of test administrator manuals, including a plan to ensure both content-area and editorial expertise. See Appendix V of this RFP for a list of manuals and approximate quantities of each based on the 2013–2014 administrations. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting. Requirements for maintaining security and confidentiality, along with guidelines for the coordination of all state assessment programs, shall be organized into a manual (the *District and Campus Coordinator Manual*) specifically designed for district and campus coordinators. The contractor shall be responsible for reviewing and revising the existing STAAR sections of this manual. However, the production, printing, and distribution of the coordinator manual shall be the responsibility of the contractor for Program Integration. All reviews shall be coordinated with the contractor for Program Integration and be completed in time for production to be complete by December of each year.

#### 45. Ancillary Materials

The contractor shall review and revise existing STAAR 3–8 (including STAAR Spanish, STAAR L, and STAAR A) ancillary materials related to test administrations, including but not limited to packing lists, identification sheets used for all scorable materials, standard and optional reports lists, and email notifications (including a calendar for delivery). These items shall be submitted to TEA for final review and approval. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting.

#### 46. District Coordinator Packets

For STAAR 3–8 (including STAAR Spanish, STAAR L, and STAAR A), the contractor shall be responsible for producing packets of materials for district testing coordinators for each test administration. These packets shall contain administration manuals and examples of the other materials necessary for conducting each test administration. The contents of the current STAAR district coordinator packet are listed in Appendix VI. Approximately 1,500 district coordinator packets shall be delivered to school districts for each administration. Additional packets shall be delivered to school districts requesting more than one packet, to education service centers, and to TEA.

#### 47. Major Shipments of Test Administration Materials

For STAAR 3–8 (including STAAR Spanish, STAAR L, and STAAR A), the contractor shall be responsible for shipping all test materials to and from school districts, with materials for each campus packaged as a unit. There shall be at least four major shipments of testing materials during each year. The contractor shall provide one shipment of materials to school districts that shall include both nonsecure and secure materials. All testing materials necessary to conduct a test administration shall be shipped at one time for each test administration. Contractors are encouraged to provide suggestions for reducing the number of individual shipments or for providing necessary materials to school districts in more efficient ways.

Packaging and labeling of shipments shall be done in a clear and consistent manner with appropriate packing lists to ensure efficient and effective distribution. The boxes used shall be durable enough to ensure the safe and intact delivery and return of all materials. The testing program name and the toll-free telephone number of the contractor shall be stamped on the outside of each box. Box 1 of each shipment, which contains packing lists and other important information necessary to evaluate a shipment, shall always be clearly and easily distinguishable from other boxes in the shipment. The proposal shall provide the details about how this box shall be easily identified by districts. An email message shall be sent to the district testing coordinator in each district when test materials are shipped and shall include the date of the shipment, specific information about which materials are being shipped, the carrier's name, and any tracking number(s). The contractor shall also provide an online system for districts to track shipped materials, and the proposal shall provide the details of this system. Additionally, the contractor shall include coding on secure materials so that districts can use scanners to track inventory.

The contractor shall obtain a receipt(s) of delivery from school districts of all deliverables and maintain records of those receipts as required by TEA and State of Texas laws. The contractor shall include in this proposal a plan for a quality-control system to ensure timely and accurate delivery of all materials as well as provisions for correcting errors in shipping and handling. An online system that allows districts to order additional materials and that ensures the delivery and receipt of these materials prior to test administration dates shall also be established.

In addition to major shipments of test materials, the contractor shall be responsible for the shipment of all other materials necessary to support the STAAR 3–8 program. Districts shall be notified of all shipments via email. All materials and correspondence with school districts and campuses shall be approved by TEA before being sent out.

#### 48. Inventory Control

The proposal shall specify the procedures for ensuring inventory control. The contractor shall ensure that each shipment of test materials returned from districts is complete. Inventory control includes ensuring that all secure test booklets and answer documents are returned to the contractor within two weeks of the close of each testing window. The contractor must account for all district testing materials within two weeks of receipt and provide TEA with a preliminary report. A district shall be notified of missing materials within 24 hours from completion of the district's inventory and will be provided one week to resolve missing materials. A final report of resolution will be provided to TEA no later than six weeks from the close of the testing window. The proposal shall also identify quality-control procedures to ensure that materials no longer in use are properly recycled.

#### 49. Precoding/Preloading Service

For all paper test administrations, the contractor shall provide precoded student materials to school districts. In addition, for all online administrations, the contractor shall provide online student registration/preloading services to school districts. Precoded answer documents and online student records shall indicate student identification, program, and demographic information. Since the data needed to code student answer documents or populate online student records are collected by TEA through the Public Education Information Management System (PEIMS), two options for precoding/preloading shall be made available to districts. A district may choose to accept data from the PEIMS file as the basis for precoding/preloading. TEA shall provide these PEIMS data to the contractor, and no additional data shall be sent from the district to the contractor prior to testing. Alternatively, a district may choose to provide to the contractor through a secure Internet site, an electronic data file that contains data necessary for precoding and/or preloading. If a district does not choose one of these two options, the contractor shall precode/preload based on the PEIMS data provided by TEA. For answer documents and folders requiring precoded labels, the information shall be printed in eye-readable form. An example of the type of precoding specifications required can be found on the Student Assessment webpage.

There shall be no additional charge to school districts for these services. The contractor may set reasonable deadlines for districts to indicate the option chosen and provide the necessary data to the contractor. These deadlines shall be stated in the proposal. In addition, for each administration the contractor shall distribute specifications detailing the required information and its format to all school districts involved in testing.

Because many entities are involved in the production of school district data for PEIMS, the contractor shall be prepared to interact with school districts, regional education service centers, other contractors, TEA, or a combination of these parties in preparing precoded answer documents and preloading student records to ensure that errors in district-supplied files are corrected before test materials are sent to the districts. The contractor shall ensure the confidentiality of all student information contained in the PEIMS file. The contractor shall also furnish blank answer documents to account for student mobility. The proposal shall describe the method that the contractor shall use to ensure that an adequate number of blank answer documents are available at the time of testing.

#### 50. Test Administration Schedule

The calendar for test administrations for the 2014–2015 school year can be found on the Student Assessment webpage. The calendars for the other school years that this project encompasses shall be provided to the contractor when available. The contractor shall work closely with TEA to develop a testing event calendar for each administration. This calendar shall cover all relevant dates from the time districts receive precode data file layouts until the time that reports of test results are delivered to local school boards and include all major milestones, such as receipt of materials, training dates, test administration dates, return of materials, and notification of results. The contractor shall also develop materials that display test-administration information both textually and graphically to assist district personnel in conveying important dates to their staff. The contractor shall allow sufficient time to develop and finalize the STAAR schedule prior to providing the schedule to the Program Integration contractor for incorporation into the Master Production Schedule for the state assessment program.

#### 51. Production Schedule

The contractor shall produce a schedule for review and approval by TEA that shall include all the tasks/projects related to STAAR 3–8 item, selection, and prompt development; test construction; administration; scoring; and reporting. This schedule must be capable of tracking the progress of tasks/projects and producing flags if the established deadlines are not met or are at risk of not being met. The proposal shall outline how the contractor would satisfy the requirements of this section and use the production schedule as a management tool. The contractor shall coordinate with the contractor for Program Integration and shall develop a production schedule in a way that facilitates integration with schedules from other contractor(s). The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering the section to the Program Integration contractor for incorporation into the Master Production Schedule.

The contractor shall be responsible for all activities for item development and test administration beginning September 1, 2015, including item development for 2015–2016. The first major test administration the contractor shall be responsible for is March/April 2016. The previous contract shall cover activities for all item development and test administrations in the 2014–2015 school year. TEA shall work closely with the contractor selected under this RFP to ensure successful transition between contracts.

#### 52. Training Materials

##### a. Education Service Center Training

The contractor shall participate in an annual training of personnel from education service centers and the 25 largest districts in the state to provide updates on the student

assessment program and specifics on test administrations for each school year covered by the terms of the contract. The contractor shall coordinate the development and reproduction of any necessary STAAR 3–8 materials for this training with the contractor for Program Integration.

b. Accommodation Materials

Accommodations are practices and procedures that provide equitable access during instruction and assessments for students who have disabilities or special needs or who are English language learners (ELLs). Accommodations are intended to reduce or eliminate effects of a disability or limitation but not to reduce learning expectations. In addition, a student may have a temporary disabling condition (e.g., a broken arm) that may require the use of an accommodation. It is critical to note that although some accommodations may be appropriate for instructional use, they may not be appropriate for use on a standardized assessment. The accommodation materials help educators become familiar with state policies regarding the use of accommodations on STAAR 3–8. Therefore, the contractor shall be responsible for producing materials to train school personnel to appropriately select and use accommodations during testing. The current accommodation materials are available on the Student Assessment webpage.

c. Admission, Review, and Dismissal (ARD) Committee Decision-Making Materials

The contractor shall be responsible for producing materials to train ARD committees to place a student appropriately into the state assessment system. The materials shall include information on the various state assessments, test administration guidance, and test formats. The current ARD training materials can be found on the Student Assessment webpage. Other training may be necessary as determined by TEA based on the needs for assistance with the assessment program as it relates to students with disabilities.

d. Language Proficiency Assessment Committee (LPAC) Training

The contractor shall be responsible for producing materials to train LPACs to make appropriate assessment decisions for ELLs and to use the state assessment results to evaluate student progress and inform instruction. LPAC training is conducted annually through the Texas Education Telecommunications Network (TETN) as a training of trainers for representatives of education service centers. Contractor staff shall be available to assist TEA in delivering this training. The current materials and PowerPoint slides can be accessed on the Student Assessment webpage.

e. Additional Training and Support

The contractor shall assist in developing TETN presentations and shall participate in TETN sessions and other training as necessary. The contractor may include in the proposal any additional training and support or alternate formats for training and support, such as webinars, that may be beneficial to school districts and the state.

53. Out-of-District Students

All STAAR 3–8 (including STAAR Spanish, STAAR L, and STAAR A) out-of-district students shall register in order to test. *Out-of-district* refers to enrolled students who are unable to test at their home district's designated test site. To assist students in meeting the promotion requirements of the Student Success Initiative, out-of-district testing and registration shall be made available for students who could be participating in the reading or mathematics assessments in grade 5 or 8. The contractor shall produce online registration forms for districts to use to register out-of-district students for these assessments. The registration forms and instructions must include access to a test site directory. The directory shall include a list of test sites, test dates, and times that have been compiled from information supplied by the districts. This registration process shall be user-friendly and incorporate necessary safeguards to fully

protect the confidentiality and privacy of users. The proposal shall describe this registration process and the maintenance of the system to be provided.

Out-of-district students taking the STAAR grades 5 and 8 reading and mathematics assessments shall also register through an online system. The contractor shall provide out-of-district testing sites with a list of all registrants and sufficient materials for testing. The proposal shall also include a process for districts to register students on the day of testing to ensure appropriate dissemination of test scores. The contractor shall send out-of-district student results to the student's home district. The contractor shall provide adequate staff to respond to calls on the toll-free lines from school district personnel and parents or guardians concerning out-of-district testing.

#### 54. Assessment of Migrant Students

As permitted by statute, TEA, through the Texas Migrant Interstate Program (TMIP), allows other states to administer assessments to eligible students. Migrant students participate in the STAAR reading and mathematics assessments at grade 5 or 8. Test dates are expected to be the same as described on the Student Assessment Calendar, but TEA does permit some flexibility and an extension to the testing schedule. Approximately 100 Texas students participate in the TMIP testing program annually in eighteen states. The contractor shall be responsible for developing a test administration supplement, providing all test materials, and processing the results for these students.

#### 55. Assessment of Private School Students

TEC §39.033 allows private school students to take the state assessments. The contractor shall establish a system for the assessment of private school students that shall ensure test security and provide the same quality of student performance data as the assessment of public school students. The contractor shall determine and document a per-test cost for the assessment of public school students. This per-test cost shall be provided to TEA annually. The contractor shall be responsible for the same aspects of testing private school students as public school students, including but not limited to ensuring timely distribution of testing materials and shipment of all necessary manuals and other support materials, receiving return shipments of all secure materials, scoring all tests returned, and distributing score reports to the private school campuses. The proposal shall describe how the contractor shall manage the entire scope of the assessment of private school students, including the ordering, distribution, and scoring of tests. At the end of each school year, the contractor shall provide TEA with a state summary report of the private school results, which shall conform to agency system specifications. Historically there have been fewer than 20 private schools per year that elect to participate in the state assessment program, so it is not anticipated that this will be a major activity under the terms of this RFP.

#### 56. System Capabilities

The contractor shall identify and explain the capabilities and capacities of the software and the scanning and computer hardware to be used to scan and score the answer documents within the timelines required to meet the scheduled reporting dates. Included shall be the capacity to capture and score accurately items that are in multiple-choice format and items in griddable format (e.g., writing the numerical answer to a mathematics or science question in a space provided on the answer document). The ability to capture and report quality images of written compositions shall also be described. The computer hardware and software used to produce required standard and optional reports shall be identified and their capabilities described. In addition, the contractor shall describe procedures to be used during scanning to detect erasures of student answers and patterns of erasures (i.e., right to wrong, wrong to right, wrong to wrong), and shall provide this information to TEA as requested. The proposal may contain recommendations for thresholds at which these data shall trigger investigations by TEA for identification of possible testing irregularities.

The contractor shall be prepared to respond promptly to requests for individual student results and to requests for aggregated data from past administrations. The proposal shall provide evidence of the contractor's ability to satisfy these requirements given the size and scope of the STAAR 3–8 program.

#### 57. System Design

The contractor shall provide the system design for scanning, scoring, and reporting within the timelines required to meet the scheduled reporting dates. A structural overview including a description of the system software shall be documented in the proposal. This overview shall contain sufficient detail to enable TEA to ascertain the programming capabilities of the contractor. This overview shall include edit specifications during scoring; file structure(s); data base management system(s); computer languages; and statistical analysis software (e.g., SAS or SPSS). The contractor shall provide evidence of the ability to provide reports with various levels of aggregation in paper, electronic, and web-based formats. The contractor shall also provide the numbers and qualifications of staff that shall be used to create computer programs for data management and report generation.

#### 58. Data File Requirements

The proposal shall provide for an identification system for keeping track of answer documents and student-response records. The proposal shall provide verifiable evidence that the contractor can accomplish the tasks under this section, given the size and scope of the STAAR 3–8 program. The proposal shall also describe the database to be used and provide a plan for collection and management of data. Each answer document and online student record shall carry a unique reference number that shall be stored as part of the student response record. The answer document/online student record and resulting student record on the file shall also carry the PEIMS identification number of the student. The PEIMS identification number shall be entered either through the precoding/preloading process or at the time of testing. The current data file requirements can be found on the Student Assessment webpage.

Two types of student files shall be maintained by the STAAR 3–8 contractor: a complete student-response file for each STAAR test administration and a history file for all students who have participated in STAAR 3–8 testing. The history file is a cumulative repository of individual test results for all students who have participated in STAAR 3–8 testing. The history file shall include student-identification and performance data, as specified by TEA, as well as other information necessary for merging with files of any other test administration in which the student participated. The history file typically contains, for each test given to a student, identification information for the student (including but not limited to name, PEIMS identification number, and date of birth) and test results (including but not limited to test score, passing status, and test administration date). The STAAR 3–8 history file shall also allow previous test administrations to be tracked for individual students. The history file shall be compatible with files developed under previous contracts and with files developed by contractors awarded contracts under the terms of this RFP.

The STAAR 3–8 history file shall be well documented and usable for generating data sets and reports by authorized TEA employees for multiple purposes, i.e., tracking the test performance of cohorts of students across the state. Existing history files and systems may need restructuring in order to meet this requirement. A copy of each administration file shall be provided to TEA and the Program Integration contractor as part of the reporting process, and a copy is to be retained by the contractor for the duration of the contract.

After each administration the contractor shall provide a system to resolve discrepancies and mismatches in student-identification numbers. The contractor shall ensure that changes to student-identification information for a given test administration shall be reflected in the history file for all prior test administrations for that student. For example, if the name is corrected after an administration of a STAAR 3–8 test, the name change shall be made for the same student in the history file for all other assessments in which the student participated and updated in the

data portal maintained by the Program Integration contractor. The contractor shall describe the system to be used for tracking record changes.

After resolution of identification-number discrepancies, the contractor shall provide districts, upon request, with updated confidential student reports and labels. The contractor shall also provide the Program Integration contractor with an updated data file to be merged or uploaded with other student test history files. The contractor shall provide districts with secure electronic access to student STAAR 3–8 test history files. The proposal shall include a description of the necessary safeguards to maintain security and confidentiality over the Internet, and the method by which coordination between contractors shall be assured so that files are transferred securely and in compatible formats.

For each student who has failed to meet the passing standard on any section of a test required for promotion, the contractor shall provide a precoded answer document for retesting the student at subsequent test administrations. If a student answer document is not submitted for two consecutive test administrations, the contractor is not required to provide a precoded document automatically.

#### 59. Answer Keys

The contractor shall supply TEA with a final computer-generated "blueprint" listing of the answer keys for each test administered. Three types of answer keys are required: answer keys for scoring all tests; released test answer keys with all of the field-test items removed; and an electronic answer key to be placed on TEA's website with the released tests. The listing shall be annotated as specified by TEA and shall be sorted by grade level, reporting category, and unique identification number (UIN) for each test item. The contractor shall provide additional listings sorted by item position on the test. The proposal shall detail the process to be used for generating and verifying all answer keys.

#### 60. Accuracy Verification

The proposal shall describe in detail the accuracy verification process to be used for achieving quality control of the STAAR 3–8 reporting process. This description shall include any internal quality-control processes that shall be used to ensure accuracy of the reports. This process shall include the procedures described in this section. In addition, the contractor shall describe any internal quality-control systems that shall be used to further ensure the accuracy of the reports.

Due to the critical nature of the reporting process, the contractor shall describe in specific detail, as required by the Risk Mitigation and Business Continuity Planning provision of this RFP, any internal system or software used to ensure reporting accuracy. This description shall include but is not limited to a statement of guiding principles and policies associated with any internal quality-control processes that shall be used to ensure accuracy of materials and reporting instruments, a quality-control process flow chart, a change-control process flow chart, and an issues tracking-and-resolution process flow chart. Each chart shall delineate automated and hand-process functions.

- a. For each test administration the contractor shall provide a quality-control schedule of tasks and required resources four months prior to testing.
- b. For each test the contractor shall print and deliver to TEA a set of reports generated from a scan run on a set of "test batch" answer documents or online student records from three simulated school districts. These documents/records shall be completed by the contractor according to specifications provided by TEA prior to each administration, then processed and scanned as if from actual districts. The specifications shall reflect a comprehensive set of specific student response patterns, which shall permit accuracy verification of all aspects of the precoding/preloading, test registration, processing, scoring, and reporting systems. Specifically, these "test batches" shall allow TEA to verify the accuracy of editing procedures (as detailed in editing specifications for each

grade and assessment program) as well as the accuracy of precoding/preloading, scanning, scoring, passing status determination, scaling, and demographics assignment procedures. Finally, the accuracy of aggregation and reporting (printing and delivery) procedures for identification data, demographics, test performance measures, and reporting category measures shall be verified by TEA. A dummy scale can be used to generate scale scores for this initial report verification.

Copies of all "test batch" precoded documents or online student records, campus precode student lists, and district precode monitor lists shall be provided to TEA at least 7 days prior to the scheduled delivery of secure materials to school districts.

Photocopies of the answer documents completed per TEA's instruction shall be provided to TEA as soon as gridding is completed. Printouts of the scan and post-edit files for the "test batch" shall be provided to TEA as soon as scanning and post-edit, respectively, are completed.

An electronically scored student file for the simulated school districts shall be delivered to TEA no later than 14 days prior to the date that actual scoring is to begin. Any errors found by TEA or the contractor shall be corrected. Reports generated using the corrected student file scored with dummy scales shall be sent to TEA for verification.

- c. A second electronically scored student file for the simulated districts shall be delivered to TEA after post-test equating and the development of the actual scale(s). Any errors found shall be corrected. After verification of this file, a second set of reports shall be delivered to TEA. This set shall be delivered to TEA no fewer than 10 days prior to final district report printing. Corrected copies of any reports found to be in error shall be provided by the contractor. TEA reserves the right to alter this schedule as needed.

TEA approval for the distribution of reports to all school districts shall be given only after the accuracy of a complete set of reports has been verified.

- d. A third "in-stream" complete set of the approved reports (in folders and packaged with all associated materials as would be shipped to an actual school district) for the simulated districts shall be delivered to TEA as part of the regular shipment of reports to the districts. This step shall provide a final check on the accuracy of the entire process.
- e. Prior to each administration, district coordinator packets and all testing materials for the simulated districts shall be delivered to TEA as part of the regular district coordinator packet and materials distribution.
- f. Finally, a report listing and describing in detail all problems and errors that occurred in the accuracy verification process shall be delivered to TEA within two weeks after the summary reports for each administration have been delivered to school districts.

#### 61. Equating

The proposal shall describe a plan for equating test forms across administrations and across school years to adjust for possible differences in difficulty among forms. The plan shall take into consideration the statutory requirement to release tests (TEC §39.023). Additional studies and equating activities may be required for other needs and uses as determined by TEA, such as grade correlation studies for inclusion in an agency report. It is desirable to limit the number of these additional studies to the extent possible, so contractors are encouraged to offer suggestions for accomplishing this goal. The contractor shall provide for an objective third-party technical evaluation of the equating procedures and methodology used for all tests (e.g., contracting with outside psychometric experts with experience in equating to review the equating procedures/methods) and provide for an independent verification of the calibration/equating results by TEA staff within the timelines required to meet the scheduled reporting dates. The proposal shall detail this process and allow for independent verification

activities by the agency. At a minimum, the procedures for equating documented in the Technical Digest shall be followed.

62. Scoring Machine-Scorable Documents

The contractor shall be responsible for accurately scoring machine-scorable answer documents for each test administered during the contract period. The contractor shall document the organizational capacity and resources to manage the immense volume of scoring required by the STAAR 3–8 program. The contractor shall rescore any student's test about which a question is raised. This service is offered as an option to school districts, and the contractor may charge a fee to cover costs for this service. The contractor shall specify the cost and turnaround time for this service in the proposal. In the event that a test has been scored incorrectly, the requesting party shall not be charged for the student's rescore. Rescoring that is requested by TEA shall be performed at no additional charge.

63. Scoring of Compositions

The contractor shall be responsible for scoring all STAAR compositions at grades 4 and 7. These performance components must be scored as summative evaluations using a focused holistic scoring system. The system is focused in that readers use a set of specific criteria at each score point to identify characteristics of a composition. At the same time, this system is holistic in that the evaluation is based on the composition as a whole. This system is based on a scale of 1–4, with 1 being the lowest score and 4 being the highest. The contractor shall be required to use the STAAR writing rubrics posted on the Student Assessment webpage.

The contractor shall be responsible for the annual hand-scoring of two written compositions for grade 4 (both English and Spanish versions) and grade 7. The scoring of compositions represents a summative evaluation of students' writing proficiency for the specified writing purpose at each grade.

For grade 4 (both English and Spanish versions) and grade 7, writing prompts shall be field-tested in a stand-alone prompt study administered every three years. During the course of this contract, prompt studies shall be administered in spring 2017 and spring 2020. The contractor shall be responsible for hand-scoring all field-tested prompts.

Specific Requirements for the Scoring of Writing

- a. The contractor shall outline the scoring approach that shall be used, including whether scoring shall be accomplished using specific scoring sites or whether sites shall be used in combination with distributive scoring. The scoring approach outlined shall include the number and location of scoring sites; the degree to which distributive scoring will be used; the roles and responsibilities of scoring personnel; the training of scoring directors, supervisors, and readers; the procedures that will be used to ensure accurate, reliable, and timely scoring throughout the process; and the methods by which scoring questions, problems, or issues will be resolved. The contractor shall propose a procedure for collecting performance statistics on each reader on a daily basis.
- b. The scoring plan shall include at least one senior project manager, a sufficient number of qualified project monitors, scoring directors, scoring supervisors, and readers to ensure accurate, reliable scoring within a time line specified by TEA. The contractor shall propose a project management staff plan that shall ensure that all scoring is of consistently high quality. Senior project staff members are responsible for all prescoring planning prior to each test administration; this planning includes but is not limited to rangefinding and the construction of training materials for each assessment. These staff members are also responsible for full-time supervision of the scoring of operational compositions as well as for all postscore activities. Senior project staff and scoring directors must have a college degree in English, journalism, education, or a related field; previous scoring experience; and a background in writing evaluation. These individuals shall be named in the proposal and approved by TEA.

- c. The contractor shall propose a plan for the development of training materials, including scoring guides, training sets, and qualifying sets. The proposal shall outline a plan for training scoring supervisors and readers on compositions that are particularly “high” or “low” within each score point (responses that are “close” to the 1/2 line, the 2/3 line, or the 3/4 line).
- d. The contractor shall propose a plan to identify compositions to be used to ensure that scoring is accurate and reliable. TEA shall approve all compositions before they can be used in this quality-control activity. This plan shall outline the process that the contractor shall use to track the daily progress of scoring activities during the course of the scoring project.
- e. All compositions submitted for scoring shall receive at least two independent readings. The current scoring model for writing requires exact or adjacent agreement between the two readers, with these scores summed in a 0–8 scale. In the event that the scores from the two readings are non-adjacent, the composition shall be scored by the scoring director(s) or project monitor(s). The contractor shall maintain an average interrater reliability of 70 percent or higher after two readings.
- f. The contractor shall outline a plan for identifying compositions in which the student is writing about a topic that requires attention (e.g., expresses suicidal thoughts, identifies explicit abuse, or threatens violence). This plan shall include the submission of a copy of all such compositions to TEA. The proposal shall include the safeguards that the contractor shall implement to ensure appropriate identification of the student who wrote the composition in question.
- g. After prompts are field-tested, the contractor shall score them using the same system employed during the scoring of operational compositions. In addition, scoring center staff shall provide a written summary of the readers’ overall impressions regarding the suitability of each field-tested prompt for use on an operational assessment.
- h. The contractor shall outline a plan to integrate image-scoring technology into its scoring services. This integration shall include but is not limited to the scanning of compositions, the conversion of compositions into digitized images, the method by which these images would be routed to computer workstations for training and scoring, and the quality-control procedures that would be used to ensure accurate and reliable scoring throughout the project. The proposal shall detail the types of reports that TEA would be able to access to track the daily progress of scoring activities during the course of the scoring project.

#### 64. Detection of Statistical Irregularities on Assessment Instruments

The contractor shall describe in this section the products and services to collect erasure marks data to be delivered to TEA and the contractor for Program Integration for the procurement of erasure analysis reports. The selected contractor shall describe capabilities for scanners to detect erasure marks on answer documents and the method by which data and reports that describe erasure patterns shall be supplied to TEA and the contractor for Program Integration. Erasure data must be provided for each individual student who participates in any paper administration of STAAR 3–8. Proposals shall also contain suggestions for tracking similar information for online assessments. Each report shall contain a detailed explanation of the methodologies used so that a third party could duplicate the results contained in the report and use the methodologies to analyze assessment data from subsequent test administrations. The contractor shall provide the Program Integration contractor with erasure data within one month of completing the scanning of all answer documents for each administration. The Program Integration contractor shall be responsible for printing and securely delivering the final erasure analysis reports to TEA.

## 65. Reporting

The contractor shall design a reporting system to provide accurate reports to TEA, education service centers, districts, and schools on a schedule established by TEA in order to meet mandatory reporting requirements. Reporting dates for the 2014–2015 school year are included in the 2014–2015 testing calendar, which can be found on the TEA website. It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available, at a minimum, as hard-copy (paper) and as downloadable PDF files from a secure website. The contractor shall document the organizational capacity and resources to manage the immense volume of reporting required by the STAAR 3–8 program.

In addition, as specified in TEC §28.0211, the contractor shall score the grades 5 and 8 reading and mathematics tests and report results to the appropriate school district no later than 10 working days after receipt of the test materials to the test contractor. The contractor shall provide a plan for meeting this 10-day turnaround requirement for reporting results of these tests. This plan shall include contingency actions to ensure fail-safe compliance with this provision of the statute. The contractor shall provide for a minimum of two correction windows during which school districts may update information provided on the answer documents. Corrections shall be captured in an online environment.

## 66. Standard Reports

The contractor shall design reporting programs and reporting systems to provide districts with a set of standard reports. TEA is committed to providing information about testing results in a simplified, user-friendly format. To this end, the contractor shall be responsible for costs and materials associated with focus groups consisting of parents, educators, and other stakeholders to gather input on the reports produced for the STAAR 3–8 program. The proposal shall include a plan for convening these focus groups so that recommendations for changes can be incorporated into the spring 2016 STAAR reports.

All standard reports shall be available in hardcopy (paper) format and downloadable PDF from a secure website. Standard reports are reports that are provided automatically to all districts at no additional charge. Examples of types of standard reports are available on the TEA website. TEA shall approve the design and content of all standard reports. Standard reports shall include complete performance results for individual students, including electronic files of student-level data, confidential images of essays, and various summary reports, along with summaries of results, including statewide results. When tests are released, individual student item-analysis reports that show performance on each item and item-analysis summary reports at the campus, district, region, and state levels shall also be provided. All individual student results shall be packaged in report folders according to classroom or campus groups, as specified by the local district testing coordinator. Packaging shall be done in such a manner as to easily separate and distinguish different types of reports. All report folders shall be clearly labeled as to their contents. The contractor shall also be responsible for designing and providing standard reports for new assessments as implemented. It is anticipated that the types of standard reports shall not change for the STAAR 3–8 program during this contract period, although the format of these reports is likely to change. The confidential images of essays shall be provided as standard reports. For purposes of determining pricing, contractors shall use the reports currently provided as a guide.

## 67. Reports to TEA

The contractor shall provide files of student-level assessment data and individual student responses in electronic format according to TEA specifications following each test administration. These files shall be the official record of the test administration and shall be used to verify the aggregated data. The data shall be formatted as fixed-width text files. The data files are to be provided to TEA as files transferred using secure FTP. For more details of the individual data currently provided, examples can be found on the TEA website. However, formats and data elements may change as required to comply with state or federal reporting categories. The contractor shall provide statewide, region, district, and campus level

aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration. Other individual and summary reports of statewide and regional data may be required. The reports are to be provided in PDF or other format as specified by TEA, and shall be transferred to TEA using secure FTP. All statewide and regional reports shall be delivered to TEA after the end of each testing period by a date to be specified by TEA. The contractor shall provide preliminary statewide reports and data files to TEA at the same time the results are sent to districts.

The contractor shall provide verifiable evidence of sufficient flexibility and resources to provide additional types of reports and analyses in other media and formats as required by TEA. These may include specialized reports containing multi-year district and campus data that shall be available online to the public in a format specified by TEA and available for downloading and printing. The reports shall be made available to the public via the data portal outlined in Section 23 of this RFP.

68. Interpreting Results Guide

The contractor shall develop an interpretive guide section specific to STAAR 3–8, designed to assist school personnel in reading and interpreting the test results shown on the standard and optional reports. The contractor shall write the text, generate sample reports, edit, and proofread the section. The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering to the Program Integration contractor to incorporate in the Interpreting Results guide.

69. Parent Brochures Related to the Student Success Initiative (SSI)

At the beginning of each school year, districts are required to inform parents about the requirements of SSI for the STAAR reading and mathematics tests administered in grades 5 and 8. Copies of the current SSI parent brochures are available on the Student Assessment webpage. The contractor shall outline a plan to develop a brochure that provides meaningful information about SSI that can be easily understood by the parent(s) or guardian(s) of 5<sup>th</sup> and 8<sup>th</sup> graders. This brochure shall be available in both English and Spanish. The proposal shall include a prototype of the SSI parent brochure.

The contractor shall provide a SSI brochure, either in English or Spanish, for the parent(s) or guardian(s) of every student who will take a reading or mathematics assessment at grade 5 or 8. The contractor shall annually print and ship this brochure to all Texas districts and charter schools. The brochure shall be printed in two colors and shall be delivered on a schedule that allows districts to send it to parents at the beginning of the school year. For purposes of bidding, the tables below provide approximate quantities of SSI brochures based on numbers of students testing at grades 5 and 8 during the 2013–2014 school year.

| <b>Grade 5</b>                 | <b>Grade 5</b>                 | <b>Grade 8</b>                 | <b>Grade 8</b>                 |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Reading and Mathematics</b> | <b>Reading and Mathematics</b> | <b>Reading and Mathematics</b> | <b>Reading and Mathematics</b> |
| <b>English</b>                 | <b>Spanish</b>                 | <b>English</b>                 | <b>Spanish</b>                 |
| 390,000                        | 61,000                         | 390,000                        | 28,900                         |

70. Explanation of Scores for Parents

The contractor shall annually revise, print, and distribute a series of brochures designed to explain STAAR 3–8 results to parents. Currently there is one brochure that explains results for grades 3–8 (available in English and in Spanish). Links to samples of the current parent brochures for grades 3–8 assessments can be found on the Student Assessment webpage.

TEA is committed to providing information about students' testing results in a simplified, user-friendly format. The contractor shall outline a plan to develop brochures that provide meaningful information that can be easily understood by Texas's diverse population of parents. The brochures shall clearly and simply explain the meaning of test results and student-progress measures without the use of educational or test jargon. Graphic or visual representations of test concepts and results are desirable. The proposal shall include prototypes of parent brochures for grades 3–8.

The contractor shall provide a brochure, either in English or Spanish, for the parent(s) or guardian(s) of every student who took one or more STAAR assessments at grades 3–8. The brochures shall be printed in two colors and shall be delivered on a schedule that allows districts to include them with the STAAR student results sent home. The table below shows the approximate number of brochures provided for STAAR 3–8 administrations during the 2013–2014 school year.

| <b>STAAR</b> |                |                |
|--------------|----------------|----------------|
| <b>Grade</b> | <b>English</b> | <b>Spanish</b> |
| <b>3</b>     | 398,000        | 100,000        |
| <b>4</b>     | 385,000        | 80,000         |
| <b>5</b>     | 1,275,000      | 235,000        |
| <b>6</b>     | 368,000        | 43,000         |
| <b>7</b>     | 361,000        | 39,000         |
| <b>8</b>     | 1,237,000      | 132,000        |
| <b>Total</b> | 4,024,000      | 629,000        |

71. Release of Tests

The contractor shall release all primary forms of the general STAAR 3–8 assessments, as well as STAAR Spanish, STAAR L, and STAAR A, answer keys, including reporting categories and student expectations, and scoring guides according to the schedule established by the Texas Education Code and the Texas Administrative Code. Currently the spring 2016 tests are scheduled to be released, and then the tests shall be released every third year thereafter for the primary administration only. Released tests shall be provided online only and shall be provided in a 508-compliant format to TEA for posting.

The released tests shall not include any field-test items. The contractor shall be responsible for ensuring quality control for the tests to be posted online and ensuring accuracy of answer keys and scoring guides. The contractor shall also provide a method for ordering paper copies of the released test materials. Costs for these materials shall be mutually agreeable to the contractor and TEA.

### **1.5.3 STAAR Item and Test Development, Administration, Scoring, and Reporting for End-of-Course (EOC) Assessments**

The purpose of the State of Texas Assessments of Academic Readiness (STAAR®) is to measure how well schools and teachers are preparing their students academically. STAAR is specifically designed to measure individual student achievement and progress in relation to course-appropriate student expectations from the state-mandated curriculum standards, the Texas Essential Knowledge and Skills (TEKS). Proposers are invited to bid on the item and test development, administration, scoring, and reporting functions associated with the STAAR EOC program. This includes item and test development, administration, scoring, and reporting for all general EOC assessments with and without accommodations, for STAAR L, and for STAAR A. The EOC assessments are designed to be administered both on paper and online, although 90% of EOC assessments are currently administered on paper. During the 2013–2014 school year, approximately 2,700,000 related STAAR assessments were administered. Most STAAR EOC assessments are administered in the spring (March, April, or May) of a school year.

Because EOC assessments are required for high school graduation (see Texas Education Code, §39.025), two additional STAAR administrations are made available. Standard reports shall be provided automatically to school districts after each STAAR administration, and information contained in standard reports shall satisfy mandatory reporting requirements.

The highest technical quality shall be maintained in the production and administration of STAAR EOC, including STAAR L and STAAR A, and in the reporting of test results. To this end, the contractor shall be cognizant of applicable sections of the standards for educational tests set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council on Measurement in Education (NCME); these are herein referenced as the APA standards. The contractor shall apply applicable APA standards to the production and administration of the assessment program and in the assignment of personnel to the project.

Proposals shall provide verifiable evidence of a contractor's ability to ensure the successful implementation of tests required by state or federal law. At a minimum the quality of all deliverables shall meet or exceed that of the current tests. The proposal shall include clear evidence of the contractor's ability to produce the highest quality assessments. The specific steps that outline the test-development process for the Texas assessment program are listed in Appendix III of this RFP. A more detailed overview of the comprehensive test-development process followed in Texas can be found in the most recent version of the state's Technical Digest on the TEA's Student Assessment webpage.

#### **72. Item and Prompt Development**

The contractor shall be responsible for the development of all items needed for STAAR EOC assessments. Items developed for the general STAAR EOC assessments will be used for STAAR L and STAAR A. The contractor shall also be responsible for developing artwork, reading selections, writing passages, and writing prompts as well as for obtaining copyright permission for any artwork or published reading selections that are used.

The proposal shall outline the plan for the sufficient annual development of items for STAAR EOC, including reading selections, writing passages, and writing prompts. This plan shall specify the allocation of resources dedicated to the program as directed by TEA. The contractor shall be prepared to adjust the quantity and types of items developed as well as the level of dedicated resources if changes to the testing program must be made due to the TEKS curriculum revisions or new state or federal legislative mandates.

The contractor shall provide adequate staffing for meeting the item-writing demands of this project. For each course assessed on STAAR, the contractor shall provide TEA with the names

and resumes of the staff dedicated to the project, including the senior manager, content specialists, item writers, and editors with specific content expertise. Contractor staff responsible for overseeing the quality of item development for an EOC assessment shall have credentials that qualify them to judge the extent to which the items developed meet TEA test specifications and appropriately measure the TEKS eligible for assessment. Each staff member working within a particular content area shall have content expertise in that specific area and shall be dedicated solely to the Texas assessment program. The contractor shall provide sufficient staff to ensure that the annual development required for each STAAR EOC assessment is of the highest quality and meets all TEA requirements and time lines. Four full-time project staff are required for the EOC program, one for each content area (algebra, English, biology, and U.S. history).

As part of this proposal, the contractor shall detail the commitment to this project (e.g., percentage of time) of all staff who would be assigned to the STAAR EOC program. Items may be provided by item writers outside the contractor's organization. However, the contractor shall be directly responsible for oversight of all aspects of the item-development process.

The contractor shall describe the process that will be used to ensure that items are of the highest technical quality. Evidence shall be provided that test items and accessibility features allow all student groups, including English language learners and students with disabilities, to demonstrate their knowledge and access the content. This evidence shall include exemplar items that illustrate the principles of universal design.

The contractor shall provide sample item-development specifications and sample items. The sample items included in this proposal shall represent all content areas assessed on STAAR EOC. The items shall represent varying levels of cognitive demand and include rationales for answer options. For English EOC assessments, all submitted reading selections shall be published. The proposal shall include a description of the process that will be used to determine the text complexity of reading selections to ensure that they are appropriate for the course. As part of this proposal, the contractor shall submit sample reading selections that represent literary and informational genres as well as varying levels of text complexity.

The proposal shall include the process by which the contractor shall ensure the editorial accuracy of all items. The contractor shall certify that all items and prompts align to the appropriate TEKS and test specifications for the course being assessed. Once the contractor has thoroughly reviewed items and prompts and has determined that they are of sufficient quality to be acceptable to TEA, items and prompts will be sent to TEA for internal review. Internal item-review meetings will be attended by content specialists from TEA and the contractor. The contractor shall be responsible for documenting in detail all edits to items, selections, and prompts in order to ensure accurate revisions. Once revisions have been completed, the revised items, selections, and prompts will be formatted and proofread by the contractor. If necessary, at the direction of TEA, additional reviews of the edited items and prompts will be conducted by the contractor and TEA staff. Only approved items, selections, and prompts will be presented to Texas educator committees for review.

The contractor shall conduct an annual inventory of the STAAR EOC item bank. Based on this inventory, the contractor is responsible for evaluating the overall status of the item bank. This activity shall include an analysis of the items by course, reporting category, student expectation, readiness/supporting standard, and item type to determine, in consultation with TEA staff, any areas of deficit that may require additional development. The contractor shall also provide TEA with an annual summary of these evaluations prior to ordering items for the next cycle.

TEA is interested in the potential development of performance-based items for STAAR Algebra I, biology, and U.S. history assessments. As part of this proposal, the contractor shall provide separate pricing and sufficient details to enable TEA to evaluate the feasibility of developing performance-based items for inclusion on the tests. The contractor shall provide sample performance-based items for the courses listed above.

The contractor from the previous contract (2010–2015) shall provide items developed in 2015 for field testing in spring 2016 to the contractor selected for the 2015–2019 contract. In the last year of the contract under this RFP (2018–2019), the contractor shall continue to be responsible for developing the required number of items in each course for field testing in spring 2020. If a new contractor is chosen through the competitive proposal process for services to be provided after this contract expires, then the contractor for 2015–2019 shall provide those items developed in the last year of the contract to the new contractor. TEA shall work closely with the contractor selected under this RFP to ensure a successful transition between contracts.

The contractor shall be responsible for annually developing all items for STAAR EOC assessments, with the exception of writing prompts for English I and English II, which will be developed every three years and administered in a stand-alone prompt study. The quantities listed below for each course are based on current test designs. Only items approved by TEA can satisfy these development numbers.

- a. English I (writing component only)—At least 300 items annually and 40 writing prompts every three years (prompt study to be administered in spring 2017 and spring 2020)
- b. English II (writing component only)—At least 300 items annually and 40 writing prompts every three years (prompt study to be administered in spring 2017 and spring 2020)
- c. English I (reading component only)—At least 500 items annually
- d. English II (reading component only)—At least 500 items annually
- e. Algebra I—At least 500 items annually
- f. Biology—At least 500 items annually
- g. U.S. History—At least 500 items annually

The contractor should refer to the STAAR resources located on the Student Assessment webpage for additional information about item types and length of writing passages and reading selections.

Beginning in spring 2016, Texas districts have the option of administering STAAR English III and Algebra II to students as post-secondary readiness measures. The assessments will be offered only once a year with no retest opportunities, and TEA will use a series of shelf tests instead of developing new forms each year. A bank of English III and Algebra II items currently exists, since these assessments were initially part of the STAAR EOC program, but item-development activities were suspended in summer 2013, after House Bill 5 was passed. Since that time, the English III assessment has been redesigned, and new mathematics TEKS have been adopted for Algebra II. Some development and field testing may be necessary for English III and Algebra II to address factors such as the small number of English III items currently approved for use on an operational assessment and the gaps between the old and new Algebra II TEKS. The proposal shall outline the plan for the development of a sufficient number of English III and Algebra II items to create three shelf tests of each.

a. Online Accommodations Integration

Proposals shall include separate pricing for the incorporation of online accommodations, such as those used for STAAR L and STAAR A, into the item-development process for all STAAR EOC items. Currently these accommodations are added only to items that have been included on STAAR operational assessments.

b. Special Forms Production

In addition to the item quantities listed above, the contractor shall outline a plan for the development of sufficient items to construct three additional forms of each EOC assessment administered. These forms will be used for a variety of purposes: as source tests for STAAR L, STAAR A, and braille versions of STAAR and as an alternate test form in case of a breach in test security. The contractor shall provide estimated pricing

for item development for these special forms. The contractor shall also outline a plan for the development and administration of a unique form of all EOC tests to be delivered online and administered on demand. The plan shall address psychometric and security issues related to the administration of high-stakes assessments on demand. The contractor shall provide separate pricing for the development and administration of this online form.

### 73. Texas Educator Meetings

Educator committees are convened to assist TEA with the test-development process through two primary activities: new test development and item review. The contractor shall arrange for and provide materials and resources for groups of Texas educators from across the state to meet in Austin, Texas as part of the STAAR test-development process and as special advisory committees are needed. The contractor shall budget for reimbursement of educators' travel (motor vehicle and/or airplane), hotel accommodations and meals, meeting facilities, and breakfast and lunch at the meetings. The contractor shall also budget for reimbursement to school districts for the cost of classroom substitute teachers to replace those teachers attending these meetings. The reimbursement to school districts per teacher is currently estimated to be \$80 per day. The contractor shall be responsible for preparing items for review, proofreading all items, developing and providing all handouts, and furnishing any necessary equipment, such as laptop computers for item-review meetings for online assessments, or supplies such as graphing calculators for item-review meetings for Algebra I. The contractor shall propose a method for TEA approval to capture and archive committee members' comments and notes at item-review meetings.

A description of the role that Texas educator committees fulfill in the test-development process can be found on TEA's website in the most recent version of the state's Technical Digest. There are approximately 12 educator committees convened each year. However, more meetings may need to be scheduled to develop the large numbers of items necessary to meet the requirements of the Texas assessment program. The proposal shall outline all activities necessary to hold educator meetings. Further, the contractor is encouraged to suggest alternate approaches to conducting these meetings that would take advantage of recent improvements in technology.

#### a. New Assessments

If TEA is legislatively required to develop new general assessments, the contractor shall arrange meetings of educator committees to assist in determining specifications in such areas as the TEKS assessed, development of test reporting categories, item-development guidelines, item prototypes, and test blueprints. At TEA direction, the contractor may be required to bring in nationally known experts to aid in the initial development of new assessments. TEA shall approve the list of nationally known experts in advance.

#### b. Item and Prompt Review

The contractor shall convene educator committees to review potential new items and prompts that have undergone TEA internal review. The committees shall consist of approximately twenty-five educators, representing the education service center regions of the state. The contractor shall plan on two (2) two-day committee meetings for Algebra I, biology, and U.S. history and three (3) two-day committee meetings for English I and English II. The contractor shall assign contractor staff with content-area expertise to attend each meeting. Contractor staff shall train committee members on procedures and criteria for review and will keep a detailed record of the committee's edits and recommendations. Based on the outcomes of these committee meetings, the contractor shall make necessary revisions to items and prompts. When items and prompts are approved by TEA, the contractor shall provide a report to TEA documenting committee input after each educator review meeting. The report will include a summary

of the demographic characteristics of each committee, a list of items deleted or edited, and a summary of the committee's comments.

c. Review Guidelines

All educator committees convened to examine STAAR EOC items and prompts will conduct their review according to clearly established and articulated guidelines. The purpose of these guidelines is to ensure that each item is written at an appropriate developmental and/or difficulty level for the course assessed; that there is an appropriate match between each item, the reporting category, and the TEKS student expectation it assesses; and that no item contains bias against any student population. The proposal shall include a plan for developing these review guidelines. The contractor may suggest additional activities to verify the accuracy of the advanced level of content being assessed on STAAR EOC assessments.

74. Pilot Testing

Pilot testing is small-scale testing of volunteer classrooms prior to a field test. Pilot testing may be required to assess the viability of item prototypes or item formats not previously used or to gather information on new accommodations or on testing innovations. The contractor shall present pilot plans and materials to TEA for approval and shall be responsible for scoring, analyzing, and reporting to TEA the pilot results. The proposal shall contain a strategy for accomplishing any pilot testing necessary for the project.

75. Field Testing

The proposal shall detail a plan for the field testing necessary for the development and continuation of the STAAR EOC assessments administered. The contractor shall conduct embedded, stand-alone, online, and/or operational field tests for certain tests as required by TEA. The contractor's field-test plan shall outline a design and a process for field testing that shall provide an appropriate random sample that is representative of the Texas student population and that takes into account the burden on campuses and districts with regard to disruptions to the school day and loss of instructional time. As part of this plan, the contractor shall specify the minimum sample size necessary to provide psychometrically sound field-test data sufficient for the continuation of a valid and reliable testing program. This plan shall include but not be limited to the field testing and scoring of writing prompts, multiple-choice items, and machine-scorable (griddable) items.

TEA is committed to an assessment program that embeds field-test items in operational forms to the extent possible. When field-test items are embedded, the contractor shall design a matrix for inclusion of the items in the test forms. The field-test matrix shall be submitted to TEA for approval. In rare instances, if field tests must be administered separately from the regular statewide test administration, the contractor shall draw a representative sample and build the field-test forms. Both the sample and the field-test forms shall be submitted to TEA for approval.

A separate prompt study for English I and English II shall be required in 2017 and 2020. In addition, separate field testing may be necessary for standard-setting or other research purposes. The contractor shall coordinate the development of all field-test materials, including test booklets, answer documents, and test-administrator instructions. The contractor shall also conduct thorough reviews of all field-test forms as a quality-assurance step before these forms are distributed to districts. The proposal shall outline the plan to meet these field-testing requirements, including what quality-assurance measures shall be implemented.

76. Data Review

After field-testing items, the contractor shall provide TEA with analyses of these items and copies of field-tested items no later than six weeks after the test administration. The contractor shall plan on one data-review meeting for each course assessed. The data review meeting shall involve TEA assessment and curriculum staff. The contractor shall assign content

specialists as well as psychometricians to be available for each meeting and provide training on procedures and criteria for data review as needed.

#### 77. Standard Setting

In 2012, performance standards were established for STAAR EOC assessments. In 2013, new performance standards were set for STAAR English I and English II because House Bill 5 mandated the redesign of these two assessments. In summer 2015, new performance standards shall be established for the STAAR mathematics assessments because substantial revisions to the TEKS mathematics curriculum necessitate the redesign of these assessments.

It is not anticipated that new performance standards for STAAR EOC shall need to be established during this contract period unless changes to STAAR are required by future state or federal legislation or substantial revisions to the TEKS curriculum.

The contractor shall be responsible for standard-setting activities for all new assessments as well as for activities associated with resetting and/or reevaluating standards as required by law or as needed based on substantial changes to the assessment program (e.g., curriculum revisions). All assessment requirements outlined in TEC §39.0232, §39.0238, §39.024, §39.0241, and §39.025 shall be addressed in this proposal. This includes the implementation and reporting of a measure of annual improvement in student achievement as outlined in TEC §39.034. The proposal shall include verifiable evidence of the contractor's ability to satisfy these requirements. More information on previous standard-setting activities can be found on the TEA website.

#### 78. Substitute Assessments

TEC §39.025(a-1) states that the commissioner shall determine a method by which a student's satisfactory performance on an advanced placement test, an international baccalaureate examination, an SAT subject test, the SAT, the ACT, the PSAT, the ACT-PLAN, or any nationally recognized norm-referenced assessment instrument used by institutions of higher education to award course credit based on satisfactory performance on the assessment instrument shall be used to satisfy the requirements concerning an EOC assessment in an equivalent course. TAC §101.4002 lists the approved assessments and their required scores that currently can be used to substitute for an EOC assessment.

The proposal shall provide evidence of the contractor's ability to conduct the necessary feasibility and linking studies required to establish a link between STAAR EOC assessments and substitute assessments if new legislative mandates or changes to the TEKS curriculum necessitate revisions to the EOC assessments.

#### 79. Item Bank

TEA shall work with the current contractor to ensure the smooth transition of all items, selections, and prompts in the current item bank to the contractor awarded this component of the RFP. The contractor shall be responsible for adding each field-tested item, selection, and prompt to a secure item bank system for the assessment program and shall ensure that the item bank is complete and accurate at all times. The item bank includes the text, art, and statistics for all items developed for the statewide assessments. Item bank information currently includes a unique identifying number, the specified course assessed, the reporting category tested, the TEKS student expectation tested, any subtargets including readiness standards, supporting standards, and process codes (as applicable), and the selection or item image.

The item bank shall serve as the primary repository for item development, test construction, test production, test delivery, and post-test statistical analysis and reporting. This proposal shall detail the interconnectivity of the item bank and any associated assessment systems. The functions of the item bank shall provide for an efficient test-construction process. These functions include the ability to create subsets of items on a test and to mark and sort items based on their availability. The proposal shall detail the procedures for ensuring quality control

of the item bank, including version control and item tracking across test forms and administrations (e.g., items used on EOC assessments for STAAR, STAAR L, and STAAR A). Quality control is critical to the production of error-free test materials. The contractor shall be responsible for providing and updating test items and performance data into the statistical item bank system and ensuring that the item bank is fully functional, accurate, and available to TEA at all times. In addition, the contractor shall provide TEA with an updated hard copy of the statistical item bank annually and an annual inventory of the items in the item bank.

The statistical item bank must be able to generate a variety of summary reports, including, but not limited to, overall test summaries, reporting category summaries, readiness/supporting summaries, process code summaries, item usage summaries, and item/test overlap summaries. The item bank must be able to sort and report items by administration, reporting category, student expectation, readiness/supporting, item type, and statistics.

The contractor shall provide TEA with access to the item bank to facilitate efficient review of item bank information. This access shall be predicated on effective security to ensure confidential access and reliable item version control at each stage of development. Version control shall also include accessibility to each prior version of an item. As the primary repository of test items, the item bank must be capable of managing version control for the image and text content, status reporting of items, and statistical analysis of each item.

The contractor shall provide the appropriate computer hardware and software to facilitate an item bank system that is accessible to TEA personnel and other users authorized by TEA, as appropriate. Technical assistance with the statistical item bank shall be provided by the contractor as necessary to maintain a fully operational system at all times with TEA approved exceptions. The proposal shall describe services to support the statistical item bank. Disaster recovery plans shall be provided.

#### 80. Test Design and Construction

##### a. STAAR

The proposal shall include a plan for providing content review and technical assistance for the construction of all tests. New forms of tests may be required for each test administration. Test administration dates for past, present, and future school years can be found in the testing calendars available on TEA's website. The plan for test construction shall allow for equating the difficulty of tests from administration to administration, for maintaining the types of scores currently generated, and for preserving security. In addition, the plan shall provide a strategy for equating tests from year to year that takes into account the statutorily required release of tests. The contractor shall provide verifiable evidence that the in-house psychometricians assigned to the Texas project are highly qualified and sufficiently experienced in current, acceptable psychometric practices.

The proposal shall also outline an option to develop scrambled test forms for STAAR EOC. The plan shall address the psychometric, quality control, scoring, and reporting issues that TEA should consider when evaluating the feasibility of developing scrambled forms. The contractor shall price this option separately.

In addition to the general STAAR EOC assessments, the contractor is responsible for the production of special forms of the STAAR EOC assessments, including large print, braille, STAAR L, and STAAR A. Currently the large print form is produced from the general STAAR EOC form for each administration. Braille, STAAR L, and STAAR A are produced from shelf tests.

##### b. STAAR L

STAAR L is a linguistically accommodated version of the general STAAR assessment that is designed to be delivered online, with a paper form reserved for very small

numbers of students with extenuating circumstances. The online format includes built-in linguistic supports for construct-irrelevant language designed to assist ELLs who meet participation requirements in accessing the content of the assessment. STAAR L is administered in Algebra I, biology, and U.S. history. The contractor shall be responsible for developing linguistic supports to be integrated into the online version including but not limited to embedded visual aids, animations, linguistic simplifications, definitions of construct-irrelevant terms, and text to speech. The contractor shall also be responsible for developing the secured test administrator manuals that incorporate some of the linguistic accommodations that are available in the online form into a less comprehensive paper form designed for use with a subset of the STAAR L population.

An online interactive tutorial intended to assist students in familiarizing themselves with the STAAR L online testing platform has been developed for Algebra I, biology, and U.S. history. Additionally, online interactive STAAR L practice sets have been developed for these courses. The tutorial and practice sets shall be maintained and revised as necessary by the contractor.

c. STAAR A

STAAR A is an accommodated version of the general STAAR assessment that is designed to be delivered online, with a paper form reserved for very small numbers of students with extenuating circumstances. The online format includes built-in supports for construct-irrelevant language and concepts designed to assist students who meet participation requirements in accessing the content of the assessment. STAAR A is administered in the same courses as the general STAAR EOC assessments. The contractor shall be responsible for developing supports and accommodations to be integrated into the online version including but not limited to embedded visual aids, graphic organizers, animations, simplifications, definitions of construct-irrelevant terms, and text to speech. The contractor shall also be responsible for developing the secured test administrator manuals that incorporate some of the simplified text and graphic organizers that are available in the online form into a less comprehensive paper form designed for use with a subset of the STAAR A population.

An online interactive tutorial intended to assist students in familiarizing themselves with the STAAR A online testing platform has been developed for EOC. This tutorial shall be maintained and revised as necessary by the contractor.

d. Content Validation

The contractor shall arrange for and provide materials and resources for panels of recognized experts in the fields of English language arts, mathematics, science, and social studies to critically review the content of each STAAR EOC assessment to be administered. The panel members shall be university-level experts identified by TEA. A content validation review is considered necessary for high school courses because of the advanced level of content being assessed. Approximately three panel members per content area may be needed up to three times annually to accomplish these reviews. The contractor shall pay each panel member a stipend for each review. These reviews may take place in a variety of ways. If the reviews are handled through face-to-face meetings, the meetings shall be held in Austin, Texas. The contractor shall also be responsible for all travel expenses associated with the meetings and for arranging facilities and providing breakfast and lunch for all meetings.

The proposal shall specify the plan for conducting content validation reviews. The contractor shall assign content specialists as well as psychometricians to be available for the content validation reviews. The contractor shall also be responsible for providing summary reports after each review that detail which, if any, items were removed from the test build and why.

## 81. Online Activities

TEA has a number of online activities in place in the state assessment program. At a minimum the contractor shall plan to continue and/or enhance online initiatives already identified by the state, as outlined in Appendix IV. The selected contractor shall provide a secure online platform that is compatible with Windows OS (Windows 7 and above) and Mac OS (10.4 and above). Compatibility with current Linux and Chrome operating systems is preferred. TEA is interested in pursuing the delivery of assessments on Apple IOS and Android tablets. Contractors interested in providing this as an optional service shall provide pricing and adequate details to enable TEA to evaluate the feasibility of the option.

A proposal shall include a management and methodology plan for the development and delivery of online testing and training activities. Processes for ensuring accuracy of production of online base tests and field-test forms shall be included. This plan shall include a requirements-gathering phase, joint planning and development of system specifications, progress checkpoints and reports for TEA sign-off, beta testing, user acceptance testing, quality assurance testing, security testing, disaster recovery, and technical support. The plan shall also include information on the test delivery system's environment, its capacity, and its capabilities. TEA shall approve changes to any software used for online testing prior to the changes being made. TEA also reserves the right to audit any online delivery system used to develop, administer, or report any activities associated with the STAAR EOC program.

The contractor shall work with the agency and Program Integration contractor to jointly evaluate districts' capacity for online testing systems, address how district infrastructures shall be evaluated, and how software updates, operating system upgrades, and other technology advancements shall be implemented. The Program Integration contractor shall maintain unified system requirements across all programs and shall be responsible for notifying districts of any planned upgrades or updates that would affect the ability of the districts to administer online tests or to access any of contractors' online products used for the assessment program. Software updates shall be kept to a minimum during the school year and not occur during testing windows. The contractor shall develop and deliver user training for the online environment. A plan for training implementation shall be included with the proposal.

The proposal shall price out separately online assessment activity options, including an option that would support the online delivery of EOC assessments administered on demand. In providing costs, a contractor shall take into account all the activities required for the STAAR EOC program and their potential impact on online testing activities. The few examples provided in this RFP are not intended to be an exhaustive list of the innovative online strategies that may be incorporated into the proposal. The proposal may include any recommendations for online testing, registration, processing, reporting, or other activities that might benefit the state assessment program.

Online assessments shall maximize the use of technology while facilitating ease of use by students of all levels. The proposal at a minimum shall describe appropriate testing tools such as the following:

- a. Text-to-speech synthesis for the ability to read embedded instructions
- b. Font size, contrast, and coloration that is adaptable for students with special needs and for age appropriateness
- c. Capacity to customize accommodations according to student need
- d. Split screen to keep a reading selection or writing selection visible while moving through the items
- e. Acceptable range of screen resolutions
- f. Subject-specific tools such as calculators, dictionaries, rulers, etc.
- g. Capability of marking an item for rechecking before finishing the test
- h. A visual indication of the items selected for review
- i. Notification if a student attempts to exit the test even though items are incomplete or marked for rechecking

Online interactive tutorials shall be developed to provide students with opportunities to learn how to use the testing platform for STAAR EOC online administrations.

The proposal shall identify the process or method(s) used for the following procedures:

- a. Authorize and authenticate users including students, teachers, test administrators, and test coordinators plus any other designated district personnel proposed by the contractor
- b. Ensure student confidentiality during administrations
- c. Allow for students to exit assessments for breaks or emergencies and resume assessments with appropriate authorization
- d. Provide the capability to reactivate an incomplete test as needed by TEA or the contractor
- e. Lock down the desktop to prevent other applications from being used during testing
- f. Allow districts to edit student information and turn on any allowable student accommodation tools
- g. Permit test administrators to monitor test progress for students
- h. Provide the ability to store encrypted test content locally to prevent network congestion and allow students to continue testing despite Internet outages

## 82. Test Booklet Specifications

All test booklets shall be labeled with unique numerical codes in sequential order to assist with test booklet security and inventory control. Test booklets shall be designed and constructed to ensure durability. A separate test booklet is required for each EOC assessment. The contractor shall include a sample of an EOC test booklet, which must consist of the same paper that will be used in actual test booklets. The sample booklet must be sealed in the same way as actual test booklets will be sealed. Weight, opacity, and cost of the paper shall be included in the proposal. The proposal shall include a plan detailing the quality-control review process for printed booklets verifying that file transfers, pagination, and sequencing are correct, print quality is maintained, and booklets do not have smudges or missing or duplicate pages. Refer to the next section for more specific information on the test booklets required.

## 83. Test Booklet Quantities

For each STAAR EOC administration (including STAAR L and STAAR A), the contractor shall provide districts with an online system that enables districts to identify the mode in which they shall participate (online, paper, or both) and to order sufficient numbers of test materials. This includes allowing districts to order additional materials just prior to the actual test administration. The contractor shall be prepared to increase the quantity of booklets produced for any increase in demand required for the assessment program, including changes in student enrollment. See Appendix II for a list of the number of EOC tests administered during the 2013–2014 school year. The contractor shall need to submit a list of the number of test booklets it proposes producing as part of the bid. The contractor shall need to submit the templates with the number of test booklets it proposes producing as part of the bid. The contractor shall also be prepared to provide test booklets and test administrator manuals for any separate pilot tests, field tests, or special administrations that are required. The contractor shall provide the capability for printing on demand. Test booklets shall be printed on recycled paper whenever possible.

The contractor shall also be responsible for providing, in each year of the contract, braille and large-print versions of all STAAR EOC tests (excluding STAAR L and STAAR A) as necessary. Copies of braille tests shall be available in both contracted and uncontracted braille. The quality of the braille tests shall meet the standards established by the American Printing House for the Blind. Currently the large-print tests are produced by enlarging the entire test, including artwork, graphs, etc. The contractor may be required to reformat the text and/or art in some items at the direction of TEA.

STAAR L and STAAR A are primarily administered online; however, in a small number of cases where students are unable to access the online assessment, TEA may approve a paper administration of these assessments. The contractor shall be responsible for providing paper administration materials to districts once TEA has approved the paper administration. Student responses to paper administrations of these assessments shall then be entered into the online system by the test administrator. Details regarding the online-system requirements may be found in the online section.

#### 84. Answer Documents

The contractor shall produce appropriate scorable answer documents for all STAAR EOC administrations. All scorable documents shall be designed to ensure that student responses or student-identification gridding cannot alter student responses marked on opposite or facing pages. The contractor shall be responsible for writing, developing, proofreading, and revising all answer documents on an ongoing basis and/or as directed by TEA. These answer documents shall be submitted to TEA for final review and approval. The proposal shall provide a detailed plan for the development and annual updating of answer documents, including a plan to ensure content, accuracy, and editorial expertise. All contractors shall also produce any other machine-scorable documents necessary for the scanning and scoring process (e.g., identification sheets for groups of answer documents) as determined by TEA. The contractor shall provide machine-scorable answer documents for STAAR EOC. A separate answer document will be used for each EOC assessment, which will be administered three times per year.

Answer documents shall contain space for coding program and demographic student identification information, as specified by TEA. Labels containing precoded program and demographic information in eye-readable format may also be required. The contractor shall provide appropriate response space on answer documents when performance-based items (e.g., written compositions) or nontraditional, machine-scorable items (e.g., griddable responses) are used on tests. Appropriate space may also be required for additional short answer questions and for other special purposes, such as for capturing students' signed honor statements.

#### 85. Test Administration Manuals

The contractor shall review and revise existing STAAR EOC test administrator manuals and develop new or additional manuals as necessary for the coordination and administration of the STAAR EOC program (including STAAR L and STAAR A). The contractor shall be responsible for writing, developing, proofreading, and revising all manuals. These manuals shall be submitted to TEA for final review and approval. The proposal shall provide a detailed plan for the development and annual updating of test administrator manuals, including a plan to ensure both content-area and editorial expertise. See Appendix V of this RFP for a list of manuals and approximate quantities of each based on the 2013–2014 administrations. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting.

Requirements for maintaining security and confidentiality, along with guidelines for the coordination of all state assessment programs, shall be organized into a manual (the *District and Campus Coordinator Manual*) specifically designed for district and campus coordinators. The contractor shall be responsible for reviewing and revising the existing STAAR sections of this manual. However, the production, printing, and distribution of the coordinator manual shall be the responsibility of the contractor for Program Integration. All reviews shall be coordinated with the contractor for Program Integration and be completed in time for production to be complete by December of each year.

#### 86. Ancillary Materials

The contractor shall review and revise existing STAAR EOC (including STAAR L and STAAR A) ancillary materials related to test administrations, including but not limited to packing lists, identification sheets used for all scorable materials, standard and optional reports lists, and

email notifications (including a calendar for delivery). These items shall be submitted to TEA for final review and approval. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting.

#### 87. District Coordinator Packets

For STAAR EOC (including STAAR L and STAAR A), the contractor shall be responsible for producing packets of materials for district testing coordinators for each test administration. These packets shall contain administration manuals and examples of the other materials necessary for conducting each test administration. The contents of the current STAAR district coordinator packet are listed in Appendix VI.

Approximately 1,500 district coordinator packets shall be delivered to school districts for each administration. Additional packets shall be delivered to school districts requesting more than one packet, to education service centers, and to TEA.

#### 88. Major Shipments of Test Administration Materials

For STAAR EOC (including STAAR L and STAAR A), the contractor shall be responsible for shipping all test materials to and from school districts, with materials for each campus packaged as a unit. There shall be at least eight major shipments of testing materials during each year. The contractor shall provide one shipment of materials to school districts that shall include both nonsecure and secure materials. All testing materials necessary to conduct a test administration shall be shipped at one time for each test administration. The contractor is encouraged to provide suggestions for reducing the number of individual shipments or for providing necessary materials to school districts in more efficient ways.

Packaging and labeling of shipments shall be done in a clear and consistent manner with appropriate packing lists to ensure efficient and effective distribution. The boxes used shall be durable enough to ensure the safe and intact delivery and return of all materials. The testing program name and the toll-free telephone number of the contractor shall be stamped on the outside of each box. Box 1 of each shipment, which contains packing lists and other important information necessary to evaluate a shipment, shall always be clearly and easily distinguishable from other boxes in the shipment. The proposal shall provide the details about how this box shall be easily identified by districts. An email message shall be sent to the district testing coordinator in each district when test materials are shipped and shall include the date of the shipment, specific information about which materials are being shipped, the carrier's name, and any tracking number(s). The contractor shall also provide an online system for districts to track shipped materials, and the proposal shall provide the details of this system. Additionally, the contractor shall include coding on secure materials so that districts can use scanners to track inventory.

The contractor shall obtain a receipt(s) of delivery from school districts of all deliverables and maintain records of those receipts as required by TEA and State of Texas laws. The contractor shall include in this proposal a plan for a quality-control system to ensure timely and accurate delivery of all materials as well as provisions for correcting errors in shipping and handling. An online system that allows districts to order additional materials and that ensures the delivery and receipt of these materials prior to test administration dates shall also be established.

In addition to major shipments of test materials, the contractor shall be responsible for the shipment of all other materials necessary to support the STAAR EOC program. Districts shall be notified of all shipments via email. All materials and correspondence with school districts and campuses shall be approved by TEA before being sent out.

#### 89. Inventory Control

The proposal shall specify the procedures for ensuring inventory control. The contractor shall ensure that each shipment of test materials returned from districts is complete. Inventory control includes ensuring that all secure test booklets and answer documents are returned to

the contractor within two weeks of the close of each testing window. The contractor must account for all district testing materials within two weeks of receipt and provide TEA with a preliminary report. A district shall be notified of missing materials within 24 hours from completion of the district's inventory and will be provided one week to resolve missing materials. A final report of resolution will be provided to TEA no later than six weeks from the close of the testing window. The proposal shall also identify quality-control procedures to ensure that materials no longer in use are properly recycled.

#### 90. Precoding/Preloading Service

For all paper test administrations, the contractor shall provide precoded student materials to school districts. In addition, for all online administrations, the contractor shall provide online student registration/preloading services to school districts. Precoded answer documents and online student records shall indicate student identification, program, and demographic information. Since the data needed to code student answer documents or populate online student records are collected by TEA through the Public Education Information Management System (PEIMS), two options for precoding/preloading shall be made available to districts. A district may choose to accept data from the PEIMS file as the basis for precoding/preloading. TEA shall provide these PEIMS data to the contractor, and no additional data shall be sent from the district to the contractor prior to testing. Alternatively, a district may choose to provide to the contractor through a secure Internet site, an electronic data file that contains data necessary for precoding and/or preloading. If a district does not choose one of these two options, the contractor shall precode/preload based on the PEIMS data provided by TEA. For answer documents and folders requiring precoded labels, the information shall be printed in eye-readable form. An example of the type of precoding specifications required can be found on the TEA website.

There shall be no additional charge to school districts for these services. The contractor may set reasonable deadlines for districts to indicate the option chosen and provide the necessary data to the contractor. These deadlines shall be stated in the proposal. In addition, for each administration the contractor shall distribute specifications detailing the required information and its format to all school districts involved in testing.

Because many entities are involved in the production of school district data for PEIMS, the contractor shall be prepared to interact with school districts, regional education service centers, other contractors, TEA, or a combination of these parties in preparing precoded answer documents and preloading student records to ensure that errors in district-supplied files are corrected before test materials are sent to the districts. The contractor shall ensure the confidentiality of all student information contained in the PEIMS file. The contractor shall also furnish blank answer documents to account for student mobility. The proposal shall describe the method that the contractor shall use to ensure that an adequate number of blank answer documents are available at the time of testing.

#### 91. Test Administration Schedule

The calendar for test administrations for the 2014–2015 school year can be found on the TEA website. The calendars for the other school years that this project encompasses shall be provided to the contractor when available. The contractor shall work closely with TEA to develop a testing event calendar for each administration. This calendar shall cover all relevant dates from the time districts receive precode data file layouts until the time that reports of test results are delivered to local school boards and include all major milestones, such as receipt of materials, training dates, test administration dates, return of materials, and notification of results. The contractor shall also develop materials that display test-administration information both textually and graphically to assist district personnel in conveying important dates to their staff. The contractor shall allow sufficient time to develop and finalize the STAAR schedule prior to providing the schedule to the Program Integration contractor for incorporation into the Master Production Schedule for the state assessment program.

## 92. Production Schedule

The contractor shall produce a schedule for review and approval by TEA that shall include all the tasks/projects related to STAAR EOC item, selection, and prompt development; test construction; administration; scoring; and reporting. This schedule shall track the progress of tasks/projects and shall produce flags if the established deadlines are not met or are at risk of not being met. The proposal shall outline how the contractor would satisfy the requirements of this section and use the production schedule as a management tool. The contractor shall coordinate with the contractor for Program Integration and shall develop a production schedule in a way that facilitates integration with schedules from other contractor(s). The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering the section to the Program Integration contractor for incorporation into the Master Production Schedule.

The contractor shall be responsible for all activities for item development and test administration beginning September 1, 2015, including item development for 2015–2016. The first major test administration the contractor shall be responsible for is December 2015. The previous contract shall cover activities for all item development and test administrations in the 2014–2015 school year. TEA shall work closely with the contractor selected under this RFP to ensure successful transition between contracts.

## 93. Training Materials

### a. Education Service Center Training

The contractor shall participate in an annual training of personnel from education service centers and the 25 largest districts in the state to provide updates on the student assessment program and specifics on test administrations for each school year covered by the terms of the contract. The contractor shall coordinate the development and reproduction of any necessary STAAR EOC materials for this training with the contractor for Program Integration.

### b. Accommodation Materials

Accommodations are practices and procedures that provide equitable access during instruction and assessments for students who have disabilities or special needs or who are English language learners (ELLs). Accommodations are intended to reduce or eliminate effects of a disability or limitation but not to reduce learning expectations. In addition, a student may have a temporary disabling condition (e.g., a broken arm) that may require the use of an accommodation. It is critical to note that although some accommodations may be appropriate for instructional use, they may not be appropriate for use on a standardized assessment. The accommodation materials help educators become familiar with state policies regarding the use of accommodations on STAAR EOC. Therefore, the contractor shall be responsible for producing materials to train school personnel to appropriately select and use accommodations during testing. The current accommodation materials are available on the TEA website.

### c. Admission, Review, and Dismissal (ARD) Committee Decision-Making Materials

The contractor shall be responsible for producing materials to train ARD committees to place a student appropriately into the state assessment system. The materials shall include information on the various state assessments, test administration guidance, and test formats. The current ARD training materials can be found on the TEA website. Other training may be necessary as determined by TEA based on the needs for assistance with the assessment program as it relates to students with disabilities.

### d. Language Proficiency Assessment Committee (LPAC) Training

The contractor shall be responsible for producing materials to train LPACs to make appropriate assessment decisions for ELLs and to use the state assessment results to

evaluate student progress and inform instruction. LPAC training is conducted annually through the Texas Education Telecommunications Network (TETN) as a training of trainers for representatives of education service centers. Contractor staff shall be available to assist TEA in delivering this training. The current materials and PowerPoint slides can be accessed on the TEA website.

e. Additional Training and Support

The contractor shall assist in developing TETN presentations and shall participate in TETN sessions and other training as necessary. The contractor may include, in the proposal, any additional training and support or alternate formats for training and support, such as webinars, that may be beneficial to school districts and the state.

94. Out-of-School/Out-of-District Examinees

All STAAR EOC (including STAAR L and STAAR A) out-of-school and out-of-district examinees shall register in order to test. *Out-of-school* examinees are individuals, who have not met the passing standard on the STAAR EOC assessments required for graduation, yet have completed all other graduation requirements and are not currently enrolled in high school. *Out-of-district* refers to enrolled students who are unable to test at their home district's designated test site. To assist students in meeting graduation requirements, out-of-district and out-of-school testing and registration shall be made available to examinees who could be participating in any STAAR EOC assessment. The contractor shall produce online registration forms for out-of-school/out-of-district examinees to use when registering to take the STAAR EOC assessments. The registration forms and instructions shall include access to a test site directory. The directory shall include a list of test sites, test dates, and times that the contractor shall compile from information supplied by the districts. This registration process shall be user-friendly and incorporate necessary safeguards to fully protect the confidentiality and privacy of users. If an examinee participates in an EOC administration but fails to meet the passing standard on one or more of the tests, the registration system shall automatically register that examinee for the next administration. The proposal shall describe this registration process and the maintenance of the system to be provided.

Out-of-school/out-of-district examinees shall be required to register for the STAAR EOC assessments no later than three weeks before each administration. The contractor shall send each registrant an admission letter informing him or her of the date, time, and place of testing. The admission letter shall be provided to examinees no later than one week prior to testing and may be used by the registrant to attain access to the testing site. The contractor shall provide one or more toll-free telephone numbers for assisting examinees in completing registration forms.

The contractor shall send specific materials for out-of-school/out-of-district administrations to each test site that includes a roster of examinees registered for testing, precoded materials for each registrant containing information obtained from the examinee's registration, and sufficient materials for testing. The proposal shall also include a process for districts to register students on the day of testing to ensure appropriate dissemination of test scores. The contractor shall mail a copy of the out-of-school examinee's test results and an explanation of the results to each registered individual who tested. The contractor shall also send a copy of the results to the district from which the examinee is expected to receive a diploma based on the history file or the student's registration. The contractor shall send out-of-district student results to the student's home district. The contractor shall provide adequate staff to respond to calls on the toll-free lines from parents, examinees, and school district personnel concerning out-of-school/out-of-district testing.

95. Assessment of Migrant Students

As permitted by statute, TEA, through the Texas Migrant Interstate Program (TMIP), allows other states to administer assessments to eligible students. Migrant students participate in STAAR EOC assessments. Test dates are expected to be the same as described on the

Student Assessment Calendar, but TEA does permit some flexibility and an extension to the testing schedule. Approximately 100 Texas students participate in the TMIP testing program annually in eighteen states. The contractor shall be responsible for developing a test administration supplement, providing all test materials, and processing the results for these students.

96. Assessment of Private School Students

TEC §39.033 allows private school students to take the state assessments. The contractor shall establish a system for the assessment of private school students that shall ensure test security and provide the same quality of student performance data as the assessment of public school students. The contractor shall determine and document a per-test cost for the assessment of private school students not to exceed the per-test cost for the assessment of public school students. This per-test cost shall be provided to TEA and is subject to annual approval by the State Board of Education. The contractor shall be responsible for the same aspects of testing private school students as public school students, including but not limited to ensuring timely distribution of testing materials and shipment of all necessary manuals and other support materials, receiving return shipments of all secure materials, scoring all tests returned, and distributing score reports to the private school campuses. The proposal shall describe how the contractor shall manage the entire scope of the assessment of private school students, including the ordering, distribution, and scoring of tests. At the end of each school year, the contractor shall provide TEA with a state summary report of the private school results, which shall conform to agency system specifications. Historically there have been fewer than 20 private school per year that elect to participate in the state assessment program, so it is not anticipated that this will be a major activity under the terms of this RFP.

97. System Capabilities

The contractor shall identify and explain the capabilities and capacities of the software and the scanning and computer hardware to be used to scan and score the answer documents within the timelines required to meet the scheduled reporting dates. Included shall be the capacity to capture and score accurately items that are in multiple-choice format and items in griddable format (e.g., writing the numerical answer to a mathematics or science question in a space provided on the answer document). The ability to capture and report quality images of written compositions shall also be described. The computer hardware and software used to produce required standard and optional reports shall be identified and their capabilities described.

In addition, the contractor shall describe procedures to be used during scanning to detect erasures of student answers and patterns of erasures (i.e., right to wrong, wrong to right, wrong to wrong), and shall provide this information to TEA as requested. The proposal may contain recommendations for thresholds at which these data shall trigger investigations by TEA for identification of possible testing irregularities. The contractor shall be prepared to respond promptly to requests for individual student results and to requests for aggregated data from past administrations. The proposal shall provide evidence of the contractor's ability to satisfy these requirements given the size and scope of the STAAR EOC program.

98. System Design

The contractor shall provide the system design for scanning, scoring, and reporting within the timelines required to meet the scheduled reporting dates. A structural overview including a description of the system software shall be documented in the proposal. This overview shall contain sufficient detail to enable TEA to ascertain the programming capabilities of the contractor. This overview shall include but is not limited to edit specifications during scoring, file structure(s), data base management system(s), computer languages, and statistical analysis software (e.g., SAS or SPSS). The contractor shall provide evidence of the ability to provide reports with various levels of aggregation in paper, electronic, and web-based formats. The contractor shall also provide the numbers and qualifications of staff that shall be used to create computer programs for data management and report generation.

## 99. Data File Requirements

The proposal shall provide for an identification system for keeping track of answer documents and student-response records. The proposal shall provide verifiable evidence that the contractor can accomplish the tasks under this section, given the size and scope of the STAAR EOC program. The proposal shall also describe the database to be used and provide a plan for collection and management of data. Each answer document and online student record shall carry a unique reference number that shall be stored as part of the student response record. The answer document/online student record and resulting student record on the file shall also carry the PEIMS identification number of the student. The PEIMS identification number shall be entered either through the precoding/preloading process or at the time of testing. The current data file requirements can be found on the Student Assessment webpage.

Two types of student files shall be maintained by the STAAR EOC contractor: a complete student-response file for each STAAR test administration and a history file for all students who have participated in STAAR EOC testing. The history file is a cumulative repository of individual test results for all students who have participated in STAAR EOC testing. The history file shall include student-identification and performance data, as specified by TEA, as well as other information necessary for merging with files of any other test administration in which the student participated. The history file typically contains, for each test given to a student, identification information for the student (including but not limited to name, PEIMS identification number, and date of birth) and test results (including but not limited to test score, passing status, and test administration date). The STAAR EOC history file shall also allow previous test administrations to be tracked for individual students and for cumulative information related to graduation requirements to be easily extracted. The history file shall be compatible with files developed under previous contracts and with files developed under the terms of this RFP.

The STAAR EOC history file shall be well documented and usable for generating data sets and reports by authorized TEA employees for multiple purposes, i.e., tracking the test performance of cohorts of students across the state. Existing history files and systems may need restructuring in order to meet this requirement. A copy of each administration file shall be provided to TEA and the Program Integration contractor as part of the reporting process, and a copy is to be retained by the contractor for the duration of the contract. The current format for the state can be found on the TEA website.

After each administration the contractor shall provide a system to resolve discrepancies and mismatches in student-identification numbers. The contractor shall ensure that changes to student-identification information for a given test administration shall be reflected in the history file for all prior test administrations for that student. For example, if the name is corrected after an administration of a STAAR EOC test, the name change shall be made for the same student in the history file for all other assessments in which the student participated and updated in the data portal maintained by the Program Integration contractor. The contractor shall describe the system to be used for tracking record changes.

After resolution of identification-number discrepancies, the contractor shall provide districts, upon request, with updated confidential student reports and labels. The contractor shall also provide the Program Integration contractor with an updated data file to be merged or uploaded with other student test history files. The contractor shall provide districts with secure electronic access to student STAAR EOC test history files. The proposal shall include a description of the necessary safeguards to maintain security and confidentiality over the Internet, and the method by which coordination between contractors shall be assured so that files are transferred securely and in compatible formats.

For each student who has failed to meet the passing standard on any section of a test required for graduation, the contractor shall provide a precoded answer document for retesting the student at subsequent test administrations. If a student answer document is not submitted for two consecutive test administrations, the contractor is not required to provide a precoded document automatically.

100. Answer Keys

The contractor shall supply TEA with a final computer-generated "blueprint" listing of the answer keys for each test administered. Three types of answer keys are required: answer keys for scoring all tests, released test answer keys with all field-test items removed, and an electronic answer key to be placed on TEA's website with the released tests. The listing shall be annotated as specified by TEA and shall be sorted by course, reporting category, and unique identification number (UIN) for each test item. The contractor shall provide additional listings sorted by item position on the test. The proposal shall detail the process to be used for generating and verifying all answer keys.

101. Accuracy Verification

The proposal shall describe in detail the accuracy verification process to be used for achieving quality control of the reporting process. This description shall include any internal quality-control processes that shall be used to ensure accuracy of the reports. This process shall include but is not limited to the procedures described in this section. In addition, the contractor shall describe any internal quality-control systems that shall be used to further ensure the accuracy of the reports.

Due to the critical nature of the reporting process, the contractor shall describe in specific detail, as required by the Risk Mitigation and Business Continuity Planning provision of this RFP, any internal system or software used to ensure reporting accuracy. This description shall include but is not limited to a statement of guiding principles and policies associated with any internal quality-control processes that shall be used to ensure accuracy of materials and reporting instruments, a quality-control process flow chart, a change-control process flow chart, and an issues tracking-and-resolution process flow chart. Each chart shall delineate automated and hand-process functions.

- a. For each test administration the contractor shall provide a quality-control schedule of tasks and required resources four months prior to testing.
- b. For each test the contractor shall print and deliver to TEA a set of reports generated from a scan run on a set of "test batch" answer documents or online student records from three simulated school districts. These documents/records shall be completed by the contractor according to specifications provided by TEA prior to each administration, then processed and scanned as if from actual districts. The specifications shall reflect a comprehensive set of specific student response patterns, which shall permit accuracy verification of all aspects of the precoding/preloading, test registration, processing, scoring, and reporting systems. Specifically, these "test batches" shall allow TEA to verify the accuracy of editing procedures (as detailed in editing specifications for each course and assessment program) as well as the accuracy of precoding/preloading, scanning, scoring, passing status determination, scaling, and demographics assignment procedures. Finally, the accuracy of aggregation and reporting (printing and delivery) procedures for identification data, demographics, test performance measures, and reporting category measures shall be verified by TEA. A dummy scale can be used to generate scale scores for this initial report verification.

Copies of all "test batch" precoded documents or online student records, campus precode student lists, district precode monitor lists, and EOC retest lists (for retesting students who failed a STAAR EOC assessment) shall be provided to TEA at least 7 days prior to the scheduled delivery of secure materials to school districts.

Photocopies of the answer documents completed per TEA's instruction shall be provided to TEA as soon as gridding is completed. Printouts of the scan and post-edit files for the "test batch" shall be provided to TEA as soon as scanning and post-edit, respectively, are completed.

An electronically scored student file for the simulated school districts shall be delivered to TEA no later than 14 days prior to the date that actual scoring is to begin. Any errors found by TEA or the contractor shall be corrected. Reports generated using the corrected student file scored with dummy scales shall be sent to TEA for verification.

- c. A second electronically scored student file for the simulated districts shall be delivered to TEA after post-test equating and the development of the actual scale(s). Any errors found shall be corrected. After verification of this file, a second set of reports shall be delivered to TEA. This set shall be delivered to TEA no fewer than 10 days prior to final district report printing. Corrected copies of any reports found to be in error shall be provided by the contractor. TEA reserves the right to alter this schedule as needed.

TEA approval for the distribution of reports to all school districts shall be given only after the accuracy of a complete set of reports has been verified.

- d. A third "in-stream" complete set of the approved reports (in folders and packaged with all associated materials as would be shipped to an actual school district) for the simulated districts shall be delivered to TEA as part of the regular shipment of reports to the districts. This step shall provide a final check on the accuracy of the entire process.
- e. Prior to each administration, district coordinator packets and all testing materials for the simulated districts shall be delivered to TEA as part of the regular district coordinator packet and materials distribution.
- f. Finally, a report listing and describing in detail all problems and errors that occurred in the accuracy verification process shall be delivered to TEA within two weeks after the summary reports for each administration have been delivered to school districts.

#### 102. Equating

The proposal shall describe a plan for equating test forms across administrations and across school years to adjust for possible differences in difficulty among forms. The plan shall take into consideration the statutory requirement to release tests (Texas Education Code §39.023). Additional studies and equating activities may be required for other needs and uses as determined by TEA, such as grade correlation studies for inclusion in an agency report. It is desirable to limit the number of these additional studies to the extent possible, so contractor is encouraged to offer suggestions for accomplishing this goal. The contractor shall provide for an objective third-party technical evaluation of the equating procedures and methodology used for all tests (e.g., contracting with outside psychometric experts with experience in equating to review the equating procedures/methods) and provide for an independent verification of the calibration/equating results by TEA staff within the timelines required to meet the scheduled reporting dates. The proposal shall detail this process and allow for independent verification activities by the agency. At a minimum, the procedures for equating documented in the Technical Digest shall be followed.

#### 103. Scoring Machine-Scorable Documents

The contractor shall be responsible for accurately scoring machine-scorable answer documents for each test administered during the contract period. The contractor shall document the organizational capacity and resources to manage the immense volume of scoring required by the STAAR EOC program.

The contractor shall rescore any student's test about which a question is raised. This service is offered as an option to school districts, and the contractor may charge a fee to cover costs for this service. The contractor shall specify the cost and turnaround time for this service in the proposal. In the event that a test has been scored incorrectly, the requesting party shall not be charged for the student's rescore. Rescoring that is requested by TEA shall be performed at no additional charge.

104. Scoring of Performance Components: Essays and Short Answer Reading Responses

The contractor shall be responsible for scoring all STAAR English I and English II essays and short answer reading responses. The contractor shall also be responsible for scoring STAAR English III essays and short answer reading responses as needed. These performance components shall be scored as summative evaluations using a focused holistic scoring system. The system is focused in that readers use a set of specific criteria at each score point to identify characteristics of an essay or response. At the same time, this system is holistic in that the evaluation is based on the essay or response as a whole. This system is based on a scale of 1–4 in writing, with 1 being the lowest score and 4 being the highest, and a scale of 0–3 in reading, with 0 being insufficient and 3 being exemplary. The contractor shall be required to use the STAAR writing and short answer reading rubrics; these can be found on the TEA website.

There will be three administrations of STAAR English I and English II each year. For each English EOC assessment, the contractor shall be responsible for hand-scoring one essay and two short answer reading responses. The scoring of essays represents a summative evaluation of students' writing proficiency for the specified writing purpose for each course, while the scoring of short answer reading responses represents a summative evaluation of the quality of the content of students' answers to specific questions about one or more reading selections.

For English I and English II, writing prompts shall be field-tested in a stand-alone prompt study administered every three years. During the course of this contract, prompt studies shall be administered in spring 2017 and spring 2020. English I and English II short answer questions shall be embedded in the operational form of the test for the spring administration each year of the contract. The contractor shall be responsible for hand-scoring all field-test essays and short answer reading responses.

Specific Requirements for the Scoring of Performance Components

- a. The contractor shall outline the scoring approach that shall be used, including whether scoring shall be accomplished using specific scoring sites or whether sites shall be used in combination with distributive scoring. The scoring approach outlined shall include the number and location of scoring sites; the degree to which distributive scoring will be used; the roles and responsibilities of scoring personnel; the training of scoring directors, supervisors, and readers; the procedures that will be used to ensure accurate, reliable, and timely scoring throughout the process; and the methods by which scoring questions, problems, or issues will be resolved. The contractor shall propose a procedure for collecting performance statistics on each reader on a daily basis.
- b. The scoring plan shall include at least one senior project manager, a sufficient number of qualified project monitors, scoring directors, scoring supervisors, and readers to ensure accurate, reliable scoring within a timeline specified by TEA. The contractor shall propose a project management staff plan that shall ensure that all scoring is of consistently high quality. Senior project staff members are responsible for all prescoring planning prior to each test administration; this planning includes but is not limited to rangefinding and the construction of training materials for each assessment. These staff members are also responsible for full-time supervision of the scoring of operational essays and short answer reading responses as well as for all postscoring activities. Senior project staff and scoring directors shall have a college degree in English, journalism, education, or a related field; previous scoring experience; and a background in writing evaluation. These individuals shall be named in the proposal and approved by TEA.
- c. The contractor shall propose a plan for the development of training materials, including scoring guides, training sets, and qualifying sets. The proposal shall outline a plan for training scoring supervisors and readers on responses that are particularly "high" or "low" within each score point.

- d. The contractor shall propose a plan to identify essays and short answer reading responses to be used to ensure that scoring is accurate and reliable during scoring. TEA shall approve all essays and short answer responses before they can be used in this quality-control activity. This plan shall outline the process that the contractor shall use to track the daily progress of scoring activities during the course of the scoring project.
- e. All essays submitted for scoring shall receive at least two independent readings. The current scoring model for writing requires exact or adjacent agreement between the two readers, with these scores summed in a 0–8 scale. In the event that the writing scores from the two readings are non-adjacent, the essay shall be scored by the scoring director(s) or project monitor(s). The contractor shall maintain an average interrater reliability of 70 percent or higher after two readings.
- f. All short answer reading responses that require scoring shall receive at least two independent readings. The current scoring model requires exact agreement between the two readers. In cases in which the scores from the two readings do not match, the response shall be scored independently by a third reader. The contractor shall determine the specific qualifications needed by an individual to perform third readings. In the event that the third reader's score does not agree with either of the first two readers' scores, the response shall be scored by the scoring director(s) or project monitor(s). The contractor shall maintain an average interrater reliability of 70 percent or higher after two readings and an interrater reliability of 98 percent or higher after three readings.
- g. The contractor shall outline a plan for identifying essays in which the student is writing about a topic that requires attention (e.g., expresses suicidal thoughts, identifies explicit abuse, or threatens violence). This plan shall include the submission of a copy of all such essays to TEA. The proposal shall include the safeguards that the contractor shall implement to ensure appropriate identification of the student who wrote the essay in question.
- h. After prompts and short answer reading items are field-tested, the contractor shall score them using the same system employed during the scoring of operational essays and short answer responses. In addition, scoring center staff shall provide a written summary of the readers' overall impressions regarding the suitability of each field-tested prompt and short answer response for use on an operational assessment.
- i. The contractor shall outline a plan to integrate image-scoring technology into its scoring services. This integration shall include but is not limited to the scanning of essays/responses, the conversion of essays/responses into digitized images, the method by which these images would be routed to computer workstations for training and scoring, and the quality-control procedures that would be used to ensure accurate and reliable scoring throughout the project. The proposal shall detail the types of reports that TEA would be able to access to track the daily progress of scoring activities during the course of the scoring project.

105. Detection of Statistical Irregularities on Assessment Instruments

The contractor shall describe in this section the products and services to collect erasure marks data to be delivered to TEA and the contractor for Program Integration for the procurement of erasure analysis reports. The selected contractor shall describe capabilities for scanners to detect erasure marks on answer documents and the method by which data and reports that describe erasure patterns shall be supplied to TEA and the contractor for Program Integration. Erasure data must be provided for each individual student who participates in any paper administration of STAAR EOC. Proposals shall also contain suggestions for tracking similar information for online assessments. Each report shall contain a detailed explanation of the methodologies used so that a third party could duplicate the results contained in the report and use the methodologies to analyze assessment data from subsequent test administrations. The

contractor shall provide the Program Integration contractor with erasure data within one month of completing the scanning of all answer documents for each administration. The Program Integration contractor shall be responsible for printing and securely delivering the final erasure analysis reports to TEA.

106. Reporting

The contractor shall design a reporting system to provide accurate reports to TEA, education service centers, districts, and schools on a schedule established by TEA to meet mandatory reporting requirements. Reporting dates for the 2014–2015 school year are included in the 2014–2015 testing calendar, which can be found on the TEA website. It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available, at a minimum, as hard-copy (paper) and as downloadable PDF files from a secure website. The contractor shall document the organizational capacity and resources to manage the immense volume of reporting required by the STAAR EOC program. The contractor shall provide for a minimum of two correction windows during which school districts may update information provided on the answer documents. Corrections shall be captured in an online environment.

107. Standard Reports

The contractor shall design reporting programs and reporting systems to provide districts with a set of standard reports. TEA is committed to providing information about testing results in a simplified, user-friendly format. To this end, the contractor shall be responsible for costs and materials associated with focus groups consisting of parents, educators, and other stakeholders to gather input on the reports produced for the STAAR EOC program. The proposal shall include a plan for convening these focus groups so that recommendations for changes can be incorporated into the spring 2016 STAAR reports.

All standard reports shall be available in hardcopy (paper) format and downloadable PDF from a secure website. Standard reports are reports that are provided automatically to all districts at no additional charge. Examples of types of standard reports are available on the TEA website. TEA shall approve the design and content of all standard reports in advance. Standard reports shall include complete performance results for individual students, including electronic files of student-level data, essays, and various summary reports, along with summaries of results, including statewide results. When tests are released, images of short-answer responses, individual student item-analysis reports that show performance on each item, and item-analysis summary reports at the campus, district, region, and state levels shall also be provided. All individual student results shall be packaged in report folders according to classroom or campus groups, as specified by the local district testing coordinator. Packaging shall be done in such a manner as to easily separate and distinguish different types of reports. All report folders shall be clearly labeled as to their contents. The contractor shall also be responsible for designing and providing standard reports for new assessments as implemented.

It is anticipated that the types of standard reports shall not change for the STAAR EOC program during this contract period, although the format of these reports is likely to change. The confidential images of essays will be provided as standard reports. For purposes of determining pricing, the contractor shall use the reports currently provided as a guide.

108. Reports to TEA

The contractor shall provide files of student-level assessment data and individual student responses in electronic format according to TEA specifications following each test administration. These files shall be the official record of the test administration and shall be used to verify the aggregated data. The data shall be formatted as fixed-width text files. The data files are to be provided to TEA as files transferred using secure FTP. For more details of the individual data currently provided, examples can be found on the TEA website. However,

formats and data elements may change as required to comply with state or federal reporting categories.

The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration. Other individual and summary reports of statewide and regional data may be required. The reports are to be provided in PDF or other format as specified by TEA, and shall be transferred to TEA using secure FTP. All statewide and regional reports shall be delivered to TEA after the end of each testing period by a date to be specified by TEA. The contractor shall provide preliminary statewide reports and data files to TEA at the same time the results are sent to districts.

The contractor shall provide verifiable evidence of sufficient flexibility and resources to provide additional types of reports and analyses in other media and formats as required by TEA. These may include specialized reports containing multi-year district and campus data that shall be available online to the public in a format specified by TEA and available for downloading and printing. The reports shall be made available to the public via the data portal outlined in Section 23 of this RFP.

After each STAAR EOC test administration, the contractor shall provide TEA with a statewide and district-level cumulative report and data file for each cohort of students tested. A cohort consists of the students taking the test the first time it is given for a new graduation class. For example, the students who tested in English I, Algebra I, and biology (typical freshman classes) in spring 2014 comprise the Class of 2017. The cohort report shall present the cumulative passing rate for this class after each test administration and shall include a description of the matching and record-updating process used to calculate the passing rate.

109. Interpreting Results Guide

The contractor shall develop an interpretive guide section specific to STAAR EOC, designed to assist school personnel in reading and interpreting the test results shown on the standard and optional reports. The contractor shall write the text, generate sample reports, edit, and proofread the section. The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering to the Program Integration contractor to incorporate in the Interpreting Results guide.

110. Explanation of Scores for Parents

The contractor shall annually revise, print, and distribute a series of brochures designed to explain STAAR EOC results to parents. Currently there is one brochure that is specific to results for each STAAR EOC assessment. TEA is committed to providing information about students' testing results in a simplified, user-friendly format. The contractor shall outline a plan to develop brochures that provide meaningful information that can be easily understood by Texas's diverse population of parents. The brochures shall clearly and simply explain the meaning of test results and student-progress measures without the use of educational or test jargon. Graphic or visual representations of test concepts and results are desirable. The proposal shall include prototypes of parent brochures for STAAR EOC assessments.

The contractor shall provide a brochure for the parent(s) or guardian(s) of every student who took one or more STAAR EOC assessments. The brochures shall be printed in two colors and shall be delivered on a schedule that allows districts to include them with the STAAR student results sent home. The table below shows the approximate number of brochures provided for STAAR EOC administrations during the 2013–2014 school year.

| <b>EOC TEST</b> | <b>QUANTITY</b>  |
|-----------------|------------------|
| English I       | 725,000          |
| English II      | 500,000          |
| Algebra I       | 485,000          |
| Biology         | 425,000          |
| U.S.<br>History | 325,000          |
| <b>Total</b>    | <b>2,460,000</b> |

#### 111. Release of Tests

The contractor shall release all primary forms of the general STAAR EOC assessments, as well as STAAR L and STAAR A, answer keys, including reporting categories and student expectations, and scoring guides according to the schedule established by the Texas Education Code and the Texas Administrative Code. Currently the spring 2016 tests are scheduled to be released, and then the tests shall be released every third year thereafter for the primary administration only. Released tests shall be provided online only and shall be provided in a 508-compliant format to TEA for posting.

The released tests shall not include any field-test items. The contractor shall be responsible for ensuring quality control for the tests to be posted online and ensuring accuracy of answer keys and scoring guides. The contractor shall also provide a method for ordering paper copies of the released test materials. Costs for these materials shall be mutually agreeable to the contractor and TEA.

#### **1.5.4 STAAR Alternate Item and Test Development, Administration, Scoring, and Reporting**

The Individuals with Disabilities Education Act (IDEA) requires that all students have access to the general education curriculum. Under the Elementary and Secondary Education Act (ESEA), all students shall also be assessed on grade-level curriculum. STAAR Alternate is an assessment based on alternate academic achievement standards and is administered to students with significant cognitive disabilities who meet the participation requirements so that these federal requirements may be met. From 2011–2014, STAAR Alternate was a performance task-based assessment in which students were administered specific tasks based on a predetermined level of cognitive functioning. During the 2013–2014 school year, approximately 86,000 STAAR Alternate assessments were administered. As a result of House Bill 5 of the 83rd Texas Legislative session, TEA has redesigned the STAAR Alternate assessment to meet the diverse needs of students with significant cognitive disabilities enrolled in grades 3 through 8 and high school courses. The newly designed STAAR Alternate is an item-based assessment and will be administered as an operational field test in spring 2015. Standards will be set and results will be reported on a timeline similar to that of the general STAAR program.

Contractors are invited to bid on the production, item and test development, administration, scoring, and reporting functions associated with the STAAR Alternate program. The highest technical quality shall be maintained in the development, production, and administration of tests and in the reporting of test results. To this end, the contractor shall be cognizant of applicable sections of the standards for educational tests set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council on Measurement in Education (NCME); these are herein referenced as the APA standards. The contractor shall apply applicable

APA standards to all aspects of the assessment program and in the assignment of personnel to the project.

The proposal shall provide evidence of the contractor's ability to ensure the successful implementation of tests required by state or federal law. At a minimum the quality of all deliverables shall meet that of the current tests. The proposal shall include verifiable evidence of the contractor's ability to produce the highest quality alternate assessments. The specific steps that outline the test-development process for the Texas assessment program are listed in Appendix III of this RFP. A more detailed overview of the comprehensive test-development process followed in Texas can be found in the most recent version of the state's Technical Digest on the TEA website.

#### 112. Item Development

The contractor shall be responsible for the development of all test items needed for STAAR Alternate. In the newly designed STAAR Alternate, each TEKS knowledge and skills statement has been summarized into an essence statement that serves as the connection between the grade-level TEKS and the STAAR Alternate assessment. In addition, prerequisite skills link to the student expectations in the TEKS curriculum for each grade/subject or course. Information regarding essence statements and prerequisite skills is contained in the STAAR Alternate Curriculum Framework documents and is available on the TEA website.

Each STAAR Alternate test form is based on six essence statements. Each essence statement is measured by four questions that form a cluster and are presented together. Within each cluster, each question is based on a targeted prerequisite skill, with the prerequisite skills increasing in difficulty from question one to question four within the cluster. The wide range of abilities of students taking STAAR Alternate is factored in across all questions within each cluster. The item-development process requires a deep understanding of students with the most significant cognitive disabilities.

The proposal shall outline the plan for the sufficient annual development of items for STAAR Alternate. For bidding purposes, the contractor shall anticipate developing at least 80 items per grade/subject and course. This plan shall specify the allocation of resources dedicated to the program. The contractor shall be prepared to adjust the quantity and types of items developed as well as the level of dedicated resources if changes to the testing program shall be made at the direction of TEA because of substantial revisions to the Texas Essential Knowledge and Skills (TEKS) curriculum or new state or federal legislative mandates.

The contractor shall provide adequate staffing for meeting the item-writing demands of this project. For each grade/subject or course assessed on STAAR Alternate, the contractor shall provide TEA with the names and resumes of the staff dedicated to the project, including the senior manager, content specialists, item writers, and editors with specific content expertise. Contractor staff responsible for overseeing the quality of item development shall have credentials that qualify them to judge the extent to which the items developed meet TEA test specifications and appropriately measure the essence statement and prerequisite skills identified for each cluster of items. Each staff member working within a particular content area shall have special education experience as well as content expertise in that specific area. The contractor shall provide sufficient staff to ensure that the annual development required for each STAAR Alternate assessment is of the highest quality and meets all TEA requirements and timelines.

As part of this proposal, the contractor shall detail the commitment to this project (e.g., percentage of time) of all staff who would be assigned to the STAAR Alternate program. Items may be provided by item writers outside the contractor's organization. However, the contractor shall be directly responsible for oversight of all aspects of the item-development process. The contractor shall describe the process that shall be used to ensure that items are of the highest technical quality. Evidence shall be provided that test items and accessibility features allow students who have the most significant cognitive disabilities to demonstrate their knowledge and access the content. The contractor shall provide sample clusters of items that illustrate the

principles of universal design. The clusters included in this proposal shall represent all content areas assessed on STAAR Alternate.

The proposal shall include the process by which the contractor shall ensure the editorial accuracy of all items. The contractor shall certify that all items for the grade/subject or course align to the appropriate essence statement and the prerequisite skill being assessed. Once the contractor has thoroughly reviewed items and has determined that they are of sufficient quality to be acceptable to TEA, items shall be sent to TEA for internal review. Internal item-review meetings shall be attended by special education and content specialists from TEA and the contractor. The contractor shall be responsible for documenting in detail all edits to items in order to ensure accurate revisions. Once revisions have been completed, the revised items shall be formatted and proofread by the contractor. If necessary, at the direction of TEA, additional reviews of the edited items shall be conducted by the contractor and TEA staff. Only items approved by TEA shall be presented to Texas educator committees for review.

The STAAR Alternate contractor from the previous contract (2010–2015) shall provide items developed in 2015 for field testing in spring 2016 to the contractor selected for the 2015–2019 contract. In the last year of the contract under this RFP (2018–2019), the contractor shall continue to be responsible for developing the required number of items in each grade/subject or course for field testing in spring 2020. If a new contractor is chosen through the competitive proposal process for services to be provided after this contract expires, then the contractor for 2015–2019 shall provide those items developed in the last year of the contract to the new contractor. TEA shall work closely with the contractor selected under this RFP to ensure a successful transition between contracts.

113. Texas Educator Meetings

The contractor shall convene committees of Texas educators to review potential new STAAR Alternate items. The contractor shall arrange for and provide materials and resources for groups of Texas educators from across the state to meet in Austin, Texas as part of the STAAR Alternate test-development process and as special advisory committees as needed. The contractor shall budget for reimbursement of educators' travel (motor vehicle and/or airplane), hotel accommodations and meals, meeting facilities, and breakfast and lunch at the meetings. The contractor shall also budget for reimbursement to school districts for the cost of classroom substitute teachers to replace teachers attending these meetings. The reimbursement to school districts per teacher is currently estimated to be \$80 per day. The contractor shall be responsible for preparing items for review, proofreading all items, developing and providing all handouts, and furnishing any necessary equipment, such as laptop computers. The contractor shall propose a method for TEA approval to capture and archive committee members' comments and notes at item-review meetings.

a. New Assessments

Although there is no expectation that the STAAR Alternate program shall change significantly over the contract period, the contractor shall be prepared to assist in the development of new alternate assessments based on significant TEKS revisions or new federal or state legislative mandates. This would include arranging meetings of educator committees to assist in determining specifications in such areas as the essence statements and prerequisite skills assessed, item-development guidelines, item prototypes, and test blueprints. The contractor may be required to bring in nationally known experts to aid in the initial development of new alternate assessments. TEA shall approve the list of nationally known experts in advance.

b. Item Review

The committees shall consist of approximately twenty-five educators, representing the education service center regions of the state. The contractor shall assign an adequate number of contractor staff with special education and content-area expertise to attend each meeting. Contractor staff shall train committee members on procedures and

criteria for review and shall keep a detailed record of the committee's edits and recommendations. Based on the outcomes of these committee meetings, the contractor shall make necessary revisions to items. The contractor shall provide a report to TEA documenting committee input after each educator review meeting. The report shall include a summary of the demographic characteristics of each committee, a list of items deleted or edited, and a summary of the committees' comments. The contractor shall plan for two-day item-review meetings for each year of the contract for each STAAR Alternate grade/subject and course.

A description of the role that Texas educator committees fulfill in the test-development process can be found on TEA's website in the most recent version of the state's Technical Digest. The proposal shall outline all activities necessary to hold the educator meetings. Further, contractors are encouraged to suggest alternate approaches to conducting these meetings that would take advantage of improvements in technology.

c. Review Guidelines

All educator committees convened to examine items shall conduct their review according to clearly established and articulated guidelines. The purpose of these guidelines is to ensure that each item is written at an appropriate developmental and/or difficulty level for the grade/subject or course assessed; that there is an appropriate match between each item, the reporting category, and the essence statements and prerequisite skills that it assesses; and that no item contains bias against any student population. The proposal shall include a plan for developing these review guidelines.

114. Pilot Testing

Pilot testing is small-scale testing of volunteer classrooms prior to a field test. Piloting may be required to assess the viability of item prototypes or item formats not previously used or to gather information on new accommodations or on testing innovations. The contractor(s) shall present pilot plans and materials to TEA for approval and shall be responsible for scoring, analyzing, and reporting to TEA the pilot results. The proposal shall contain a strategy for accomplishing any piloting necessary for the project.

115. Field Testing

The proposal shall detail a plan for the field testing necessary for the development and continuation of STAAR Alternate. The contractor's field-test plan shall specify a design and a process for field testing that shall take into account the burden on campuses. The plan shall minimize disruption to schools and loss of instructional time yet provide psychometrically sound field-test data sufficient for the continuation of a valid and reliable testing program.

TEA is committed to an assessment program that embeds field-test items in operational forms to the extent possible. When field-test items are embedded, the contractor shall design a matrix for inclusion of the items in the test forms. The field-test matrix shall be submitted to TEA for approval. In rare instances if field tests must be administered separately from the regular statewide test administration, the contractor shall draw a representative sample if possible, given the size of the STAAR Alternate population, and build the field-test forms. Both the sample and the field-test forms shall be submitted to TEA for approval. Separate field testing may be necessary for standard-setting or other research purposes. The contractor shall coordinate the development of all field-test materials, including test booklets and test administration instructions. The contractor shall also conduct thorough reviews of all field-test forms as a quality-assurance step before these forms are distributed to districts. The proposal shall outline the plan to meet these field-testing requirements, including the quality-assurance measures that shall be implemented.

116. Data Review

After field-testing items, the contractor shall provide TEA with analyses of these items and copies of field-tested items no less than six weeks after the test administration. The contractor shall schedule appropriate contractor staff knowledgeable in psychometrics, special education, and the content-area assessed to be available to provide agency staff training on procedures and criteria for data review as needed.

117. Standard Setting

While there is no current plan for additional standard setting activities to occur for STAAR Alternate after spring 2015, if changes to the assessment are made, or if a revision of the performance standards is deemed necessary, the contractor shall be responsible for all associated costs.

The proposal shall include verifiable evidence of the contractor's ability to satisfy this requirement. More information on previous standard-setting activities can be found on the TEA website.

118. Item Bank

TEA shall work with the current contractor to ensure the smooth transition of all STAAR Alternate items currently in the item bank to the contractor awarded this component of the RFP. The contractor shall be responsible for adding each field-tested item to a secure item bank system for the STAAR Alternate program and shall ensure that the item bank is complete and accurate at all times. The item bank includes the text, art, and statistics for all items developed for the statewide assessments. Item bank information currently includes a unique identifying number, the specified grade/subject or course assessed, the reporting category tested, the essence statement and prerequisite skill tested, any subtargets including item type, and item image.

The item bank shall serve as the primary repository of item development, test construction, test production, test delivery, and post-test statistical analysis and reporting. This proposal shall detail interconnectivity of the item bank and any associated assessment systems. These functions of the item bank shall provide for an efficient test construction process. These functions include the ability to create clusters of items on a test. The proposal shall detail the procedures for ensuring quality control of the item bank, including version control and item tracking across test forms and administrations. The item bank is critical to the production of error-free test materials. The contractor shall be responsible for providing and updating test items and performance data into a statistical item bank system and ensuring that the item bank is fully functional, accurate, and available to TEA at all times. In addition, the contractor shall provide TEA with an updated hard copy of the statistical item bank annually.

The statistical item bank shall be able to produce a variety of summary reports, including, but not limited to, overall test summaries, reporting category summaries, cluster summaries, process code summaries, item usage summaries, and item/test overlap summaries. The item bank shall be able to sort and report items by administration, reporting category, essence statement, prerequisite skill, item type, and statistics.

The contractor shall provide TEA with access to the item bank to facilitate efficient review of item bank information. This access shall be predicated on effective security to ensure confidential access and reliable item version control at each stage of development. Version control shall also include accessibility to each prior version of an item. As the primary repository of test items, the item bank shall be able to handle version control for the image and text content, status reporting of items, and statistical analysis of each item.

The contractor shall provide the appropriate computer hardware and software to facilitate an item bank system that is accessible to TEA personnel and all other TEA authorized and contracted contractors. Technical assistance on the statistical item bank shall be provided by

the contractor as necessary as directed by TEA. The proposal shall describe services to support the statistical item bank. Disaster recovery plans shall be provided.

119. Test Design and Construction

The proposal shall include a plan for providing content review and technical assistance for the construction of all STAAR Alternate tests. New forms of tests may be required for each test administration. The plan for test construction shall allow for equating the difficulty of tests from administration to administration, for maintaining the types of scores currently generated, and for preserving security. In addition, the plan must provide a strategy for equating tests from year to year that takes into account the statutorily required release of tests. The contractor shall provide verifiable evidence that the in-house psychometricians assigned to the Texas project are highly qualified and sufficiently experienced in current, acceptable psychometric practices.

120. Online Activities

STAAR Alternate is designed to be a paper-based test, although no scannable paper answer documents shall be produced. All student responses shall be collected through an online system. The proposal shall outline online activities designed to fulfill and support the computer-based submission of STAAR Alternate student responses.

The proposal shall identify the process or method(s) used for the following purposes:

- a. Authorize and authenticate users including teachers, test administrators, and test coordinators at a minimum plus any other designated district personnel proposed by the agency
- b. Ensure student confidentiality during administrations
- c. Provide the capability to reactivate an incomplete test as needed by TEA or the contractor
- d. Permit authorized district personnel to monitor progress

At a minimum the contractor shall plan to continue and/or enhance online initiatives already identified by the state, as outlined in Appendix IV. The contractor shall provide a secure online platform that is compatible with Windows OS (Windows 7 and above) and Mac OS (10.4 and above). Compatibility with current Linux and Chrome operating systems is preferred. TEA is interested in pursuing the delivery of assessments on Apple IOS and Android tablets. Contractors interested in providing this as an optional service shall provide pricing and adequate details to enable TEA to evaluate the feasibility of the option.

The proposal shall include a management and methodology plan that accommodates all student-level assessment data entry by test administrators. Processes for ensuring accuracy of production of online forms matching appropriate student records and test-administrator assignments shall be included. This plan shall include a requirements-gathering phase, joint planning and development of system specifications, progress checkpoints and reports for TEA sign-off, beta testing, user acceptance testing, quality-assurance testing, security testing, disaster recovery, and technical support. The plan shall also include information on the test delivery system's environment, its capacity, and its capabilities. To ensure that districts shall see minimal changes, if any, in the online system, TEA shall approve changes to any software prior to the changes being made. TEA also reserves the right to audit any online delivery system used to develop, administer, or report any activities associated with the STAAR Alternate program.

The contractor shall work with the agency and contractor for Program Integration to jointly evaluate districts' capacity for online testing systems, address how district infrastructures shall be evaluated, and how software updates, operating system upgrades, and other technology advancements shall be implemented. The Program Integration contractor shall maintain unified system requirements across all programs and shall be responsible for notifying districts of any planned upgrades or updates that would affect the ability for the districts to administer online

tests or to access any contractor online products. Software updates shall be kept to a minimum during the school year and not occur during testing windows.

121. Test Booklet Specifications

All test booklets shall be labeled with unique numerical codes in sequential order to assist with test booklet security and inventory control. Test booklets shall be designed and constructed to ensure durability. Test booklets may contain multiple subject-area tests for a given grade, and each test section must be sealed separately. Contractors shall include samples of their proposed test booklets and seals, which shall consist of the same paper that shall be used in actual test booklets. Weight, opacity, and cost of the paper shall be included in the proposal. The proposal shall include a plan detailing the quality-control review process for printed booklets verifying that file transfers, pagination, and sequencing are correct, print quality is maintained, and booklets do not have smudges or missing or duplicate pages.

Contractors shall assume that, for STAAR Alternate, each test booklet is a single-subject booklet. However, in order to reduce costs, contractors may combine subjects into one booklet as appropriate based on the administration dates. Refer to the next section for more specific information on the test booklets required for STAAR Alternate.

122. Test Booklet Quantities

The contractor shall provide districts with an online system that enables districts to order sufficient numbers of test materials. This includes allowing districts to order additional materials just prior to the actual test administration. For each year of testing, the contractor shall print the appropriate number of test booklets. The contractor shall be prepared to increase the quantity of booklets produced for any increase in demand required for the assessment program, including changes in student enrollment. See Appendix II for a list of the number of tests administered during the 2013–2014 school year. The contractor shall need to submit a list of the number of test booklets it proposes producing as part of the bid. The contractor shall need to submit the templates with the number of test booklets it proposes producing as part of the bid. The contractor shall also be prepared to provide test booklets and secure test administrator manuals for any separate pilot tests, field tests, or special administrations that are required. The contractor shall provide the capability for printing on demand. Test booklets and secure test administrator manuals shall be printed on recycled paper whenever possible.

123. Test Administration Manuals

The contractor shall review and revise existing STAAR Alternate test administrator manuals as necessary for the coordination and the administration of STAAR Alternate. The contractor shall be responsible for writing, developing, proofreading, and revising all test administrator manuals. These manuals shall be submitted to TEA for final review and approval. The proposal shall provide a detailed plan for the development and annual updating of test administrator manuals, including a plan to ensure both content-area and editorial expertise. Test administrator manuals shall contain secure test items and shall include a barcode and a unique identification number (UIN) to control inventory and maintain test security. See Appendix V of this RFP for a list of manuals and approximate quantities of each based on the 2013–2014 administrations.

Requirements for maintaining security and confidentiality, along with guidelines for the coordination of all state assessment programs, shall be organized into a manual (the *District and Campus Coordinator Manual*) specifically designed for district and campus coordinators. The contractor shall be responsible for reviewing and revising the existing STAAR Alternate sections of this manual. However, the production, printing, and distribution of the coordinator manual shall be the responsibility of the contractor for Program Integration. All reviews shall be coordinated with the contractor for Program Integration and be completed in time for production to be complete by December of each year. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting.

124. Ancillary Materials

The contractor shall review and revise existing ancillary materials related to STAAR Alternate test administrations, including, but not limited to packing lists, standard reports lists, and email notifications (including a calendar for delivery). These items shall be submitted to TEA for final review and approval. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting.

125. District Coordinator Packets

The contractor shall be responsible for producing packets of materials for district testing coordinators annually. These packets shall contain administration manuals and examples of the other materials necessary for conducting the STAAR Alternate test administration.

Approximately 1,500 district coordinator packets shall be delivered to school districts for each STAAR Alternate administration. Additional packets shall be delivered to school districts requesting more than one packet, to education service centers, and to TEA.

126. Major Shipments of Test Administration Materials

The contractor shall be responsible for shipping all STAAR Alternate test materials to and from school districts, with materials for each campus packaged as a unit. There shall be one major shipment of testing materials during each year. The contractor shall provide one shipment of materials to school districts that shall include both nonsecure and secure materials. All testing materials necessary to conduct a test administration shall be shipped at one time.

Packaging and labeling of shipments shall be done in a clear and consistent manner with appropriate packing lists to ensure efficient and effective distribution. The boxes used shall be durable enough to ensure the safe and intact delivery and return of all materials. The testing program name and the toll-free telephone number of the contractor shall be stamped on the outside of each box. Box 1 of each shipment, which contains packing lists and other important information necessary to evaluate a shipment, shall always be clearly and easily distinguishable from other boxes in the shipment. The proposal shall provide the details about how this box shall be easily identified by districts. An email message shall be sent to the district testing coordinator in each district when test materials are shipped and shall include the date of the shipment, specific information about which materials are being shipped, the carrier's name, and any tracking number(s). The contractor shall also provide an online system for districts to track shipped materials, and the proposal shall provide the details of this system. Additionally, the contractor shall include coding on secure materials so that districts can use scanners to track inventory.

The contractor shall obtain a receipt(s) of delivery from school districts of all deliverables and maintain records of those receipts as required by TEA and State of Texas law. The contractor shall include in this proposal a plan for a quality-control system to ensure timely and accurate delivery of all materials as well as provisions for correcting errors in shipping and handling.

An online system that allows districts to order additional materials and that ensures the delivery and receipt of these materials prior to test administration dates shall be established. In addition to major shipments of test materials, the contractor shall be responsible for the shipment of all other materials necessary to support the STAAR Alternate assessment program. All materials and correspondence with school districts and campuses shall be approved by TEA before being sent out.

127. Inventory Control

The proposal shall specify the procedures for ensuring inventory control. The contractor shall ensure that each shipment of test booklets returned from districts is complete. Inventory control includes ensuring that all test booklets assigned to each school district are returned within two weeks of the close of each testing window. The contractor must account for all district testing

materials within two weeks of receipt and provide TEA with a preliminary report. Districts shall be notified of missing materials within 24 hours from completion of the district's inventory and will be provided one week to resolve missing materials. A final report of resolution will be provided to TEA no later than six weeks from the close of the testing window. The proposal shall also identify quality control procedures to ensure that materials no longer in use are properly recycled.

128. Precoding/Preloading Service

The contractor shall provide precoded student materials to school districts as necessary. In addition, for all online assessment activities, the contractor shall provide online student registration/pre-loading services to school districts. Precoded materials and online student records shall indicate at a minimum student identification, program, and demographic information. Since the data needed to code student test materials or populate online student records are collected by TEA through the Public Education Information Management System (PEIMS), two options for precoding/preloading shall be made available to districts. A district may choose to accept data from the PEIMS file as the basis for precoding/preloading. TEA shall provide these PEIMS data to the contractor, and no additional data shall be sent from the district to the contractor prior to testing. Alternatively, a district may choose to provide to the contractor through a secure Internet site, an electronic data file that contains data necessary for precoding and/or preloading. If a district does not choose one of these two options, the contractor shall precode/preload based on the PEIMS data provided by TEA. For pre-coded labels, if applicable, the information shall be printed in eye-readable form. An example of the type of precoding specifications required can be found on the TEA website.

There shall be no additional charge to school districts for these services. The contractor may set reasonable deadlines for approval by TEA for districts to indicate the option chosen and provide the necessary data to the contractor. These deadlines shall be stated in the proposal. In addition, for each administration the contractor shall distribute specifications detailing the required information and its format to all school districts involved in testing.

Because many entities are involved in the production of school district data for PEIMS, the contractor shall be prepared to interact with school districts, regional education service centers, other contractors, TEA, or a combination of these parties in preparing precoded materials and preloading student records to ensure that errors in district-supplied files are corrected before test materials are sent to the districts. The contractor shall ensure the confidentiality of all student information contained in the PEIMS file.

129. Test Administration Schedule

The calendar for test administrations for the 2014–2015 school year can be found on the TEA website. Calendars for the other school years that this project encompasses shall be provided to the contractor when available. The contractor shall work closely with TEA to develop a testing event calendar for each administration. This calendar shall cover all relevant dates from the time districts receive precode data file layouts until the time that reports of test results are delivered to local school boards and include all major milestones, such as receipt of materials, training dates, test administration dates, return of materials, and notification of results. The contractor shall allow sufficient time to develop and finalize the STAAR Alternate schedule prior to providing the schedule to the Program Integration contractor for incorporation into the Master Production Schedule for the state assessment program.

130. Production Schedule

The contractor shall be responsible for all activities for test administration beginning in September 2015. A previous contract shall cover activities for all test administrations in the 2014–2015 school year and test item development for 2015–2016 field testing. TEA shall work closely with the contractor selected under this RFP to ensure successful transition between contracts.

The proposal shall outline how the contractor would satisfy the requirements of this section and use the production schedule as a management tool. The contractor shall coordinate with the contractor for Program Integration and shall develop a production schedule in a way that facilitates integration with schedules from other contractor(s). The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering the section to the Program Integration contractor for incorporation into the Master Production Schedule.

131. Training Materials

a. Education Service Center Training

The contractor shall participate in an annual training of personnel from education service centers and the 25 largest districts in the state to provide updates on the student assessment program and specifics on test administrations for each school year covered by the terms of the contract. The contractor shall coordinate the development and reproduction of any necessary STAAR Alternate materials for this training with the contractor for Program Integration.

b. Accommodation Materials

Accommodations are practices and procedures that provide equitable access during instruction and assessments for students who have disabilities or special needs or who are English language learners (ELLs). Accommodations are intended to reduce or eliminate effects of a disability or limitation but not to reduce learning expectations. In addition, a student may have a temporary disabling condition (e.g., a broken arm) that may require the use of an accommodation. It is critical to note that although some accommodations may be appropriate for instructional use, they may not be appropriate for use on a standardized assessment. The accommodation materials help educators become familiar with state policies regarding the use of accommodations on STAAR Alternate. Therefore, the contractor shall be responsible for producing materials to train school personnel to appropriately select and use accommodations during testing. The current accommodation materials are available on the TEA website.

c. Admission, Review, and Dismissal (ARD) Committee Decision-Making Materials

The contractor shall be responsible for producing materials to train ARD committees to place a student appropriately into the state assessment system. The materials shall include information on the various state assessments, test administration guidance, and test formats. The current ARD training materials can be found on the TEA website. Other training may be necessary as determined by TEA based on the needs for assistance with the assessment program as it relates to students with disabilities.

d. Additional Training and Support

The contractor shall assist in developing Texas Education Telecommunications Network (TETN) presentations and shall participate in TETN sessions and other training as necessary. The contractor may include in the proposal any additional training and support or alternate formats for training and support, such as webinars, that may be beneficial to school districts and the state.

132. Assessment of Private School Students

Texas Education Code §39.033 allows private school students to take the state assessments. The contractor shall establish a system for the assessment of private school students with STAAR Alternate that shall ensure test security and provide the same quality of student performance data as the assessment of public school students. The contractor shall determine and document a per test cost for the assessment of private school students not to exceed the per test cost for the assessment of public school students taking STAAR Alternate. This per test cost shall be provided to TEA and is subject to annual approval by the State Board of

Education. The contractor shall be responsible for same aspects of testing private school students as public school students, including but not limited to ensuring timely distribution of testing materials and shipment of all necessary manuals and other support materials, receiving return shipments of all secure materials, scoring all tests returned, and distributing score reports to the private school campuses. The proposal shall describe how the contractor shall manage the entire scope of the assessment of private school students, including the ordering, distribution, and scoring of tests. At the end of each school year, the contractor shall provide TEA with a state summary report of the private school results, which shall conform to agency system specifications. Historically there have been very few private schools that elect to participate in the state assessment program, so it is not anticipated that this shall be a major activity under the terms of this RFP.

133. System Design

The contractor shall provide the system design for scoring and reporting within the timelines required to meet the scheduled reporting dates. A structural overview including a description of the system software shall be documented in the proposal. This overview shall contain sufficient detail to enable TEA to ascertain the programming capabilities of the contractor. This overview shall include but is not limited to edit specifications during scoring; file structure(s); data base management system(s); computer languages; and statistical analysis software (e.g., SAS or SPSS). The contractor shall provide evidence of the ability to provide reports with various levels of aggregation in paper, electronic, and web-based formats. The contractor shall also provide the numbers and qualifications of staff that shall be used to generate computer programs for data management and report generation.

134. Data File Requirements

The proposal shall provide for an identification system for keeping track of student response records. The proposal shall provide verifiable evidence that the contractor can accomplish the tasks under this section, given the size and scope of the Texas assessment program. The proposal shall also describe the database to be used and provide a plan for collection and management of student level data. Each online student record shall carry a unique reference number that shall be stored as part of the student response record. The student record on the file shall also carry the PEIMS identification number of the student along with the Texas Unique Student Identifier. The PEIMS identification number shall be entered either through the precoding/preloading process or at the time of testing. The current data file requirements can be found on the Student Assessment webpage.

Two types of student files shall be maintained by the contractor: a complete student response file for each test administration and a history file for all students who have participated in STAAR Alternate testing. The history file is a cumulative repository of individual test results for all students who have participated in STAAR Alternate testing. The history file shall include student identification and performance data specified by TEA as well as other information necessary for merging with files of any administration in which the student participated. The history file typically contains, for each test given to a student, identification information for the student (including but not limited to name, PEIMS identification number, and date of birth) and test results (including but not limited to test score, passing status, and test administration date). The history file shall also allow previous test administrations to be tracked for individual students and for cumulative information related to ARD committee requirements to be easily extracted. The STAAR Alternate history file shall be compatible with files developed under previous contracts and by other contractors under the 2015-2019 contract.

The STAAR Alternate history file shall be well documented and usable for generating data sets and reports by authorized TEA employees for multiple purposes, i.e., tracking the test performance of cohorts of students across the state. Existing history files and systems may need restructuring in order to meet this requirement. A copy of each STAAR Alternate administration file shall be provided to TEA as part of the reporting process, to the Program Integration contractor, and a copy is to be retained by the contractor for the duration of the contract. The current format for the state can be found on the TEA website.

After each administration the contractor shall provide a system to resolve discrepancies and mismatches in student identification numbers. The contractor shall ensure that changes to student identification information for a given test administration shall be reflected in the STAAR Alternate history file for all prior test administrations for that student. For example, if the name is corrected after an administration of a STAAR Alternate test, the name change shall be made for the same student in the history file for all other assessments in which the student participated and updated in the data portal maintained by the Program Integration contractor. The contractor shall describe the system to be used for tracking record changes.

After resolution of identification number discrepancies, the contractor shall provide districts, upon request, with updated confidential student reports and labels, and provide the Program Integration contractor with an updated data file to be merged or uploaded with other student test history files. The contractor shall provide districts with secure electronic access to student STAAR Alternate test history files. The proposal shall include a description of the necessary safeguards to maintain security and confidentiality over the Internet and the method by which coordination between contractors shall be assured so that files are transferred securely and in compatible formats.

135. Answer Keys

The contractor shall supply TEA with a final computer-generated "blueprint" listing of the answer keys for each test administered. Three types of answer keys are required: answer keys for scoring all tests; released test answer keys with all of the field-test items removed; and an electronic answer key to be placed on TEA's website with the released tests. The listing shall be annotated as specified by TEA and may be sorted by grade level, reporting category, and unique identification number (UIN) for each test item. The contractor shall provide additional listings sorted by item position on the test. The proposal shall detail the process to be used for generating and verifying all answer keys.

136. Accuracy Verification

The proposal shall describe in detail the accuracy verification process to be used for achieving quality control of the reporting process. This description shall include any internal quality control processes that shall be used to ensure accuracy of the reports. This process shall include but is not limited to the procedures described in this section. In addition, the contractor shall describe any internal quality control systems that shall be used to further ensure the accuracy of the reports.

Due to the critical nature of the reporting process, the contractor shall describe in specific detail, as required by the Risk Mitigation and Business Continuity Planning provision of this RFP, any internal system or software used to ensure reporting accuracy. This description shall include, but is not limited to, a statement of guiding principles and policies associated with any internal quality-control processes that shall be used to ensure accuracy of materials and reporting instruments, a quality-control process flow chart, a change-control process flow chart, and an issues tracking-and-resolution process flow chart. Each chart shall delineate automated and hand-process functions.

- a. For each test administration the contractor shall provide a quality-control schedule of tasks and required resources four months prior to testing.
- b. For each test the contractor shall print and deliver to TEA a set of reports generated from a scan run on a set of "test batch" online student records from three simulated school districts. These records shall be completed by the contractor according to specifications provided by TEA prior to each administration, then processed and scored as if from actual districts. The specifications shall reflect a comprehensive set of specific student response patterns, which shall permit accuracy verification of all aspects of the precoding/preloading, test registration, processing, scoring, and reporting systems. Specifically, these "test batches" shall allow TEA to verify the accuracy of editing procedures (as detailed in editing specifications for each grade and assessment

program) as well as the accuracy of precoding/preloading, scanning, scoring, passing status determination, scaling, and demographics assignment procedures. Finally, the accuracy of aggregation and reporting (printing and delivery) procedures for identification data, demographics, test performance measures, and reporting category performance measures shall be verified by TEA. A dummy scale can be used to generate scale scores for this initial report verification.

Copies of all "test batch" student records, campus precode student lists, district precode monitor lists, and other relevant assessment materials shall be provided to TEA at least 7 days prior to the scheduled delivery of secure materials to school districts. An electronically scored student file for the simulated school districts shall be delivered to TEA no later than 14 days prior to the date that actual scoring is to begin. Any errors found by TEA or the contractor shall be corrected. Reports generated using the corrected student file scored with dummy scales shall be sent to TEA for verification.

- c. A second electronically scored student file for the simulated districts shall be delivered to TEA after post-test equating and the development of the actual scale. Any errors found shall be corrected. After verification of this file, a second set of reports shall be delivered to TEA. This set shall be delivered to TEA no fewer than 10 days prior to final district report printing. Corrected copies of any reports found to be in error shall be provided by the contractor. TEA reserves the right to alter this schedule as needed. TEA approval for the distribution of reports to all school districts shall be given only after the accuracy of a complete set of reports has been verified.
- d. A third "in-stream" complete set of the approved reports (in folders and packaged with all associated materials as would be shipped to an actual school district) for the simulated districts shall be delivered to TEA as part of the regular shipment of reports to the districts. This step shall provide a final check on the accuracy of the entire process.
- e. Prior to each administration, district coordinator packets and all testing materials for the simulated districts shall be delivered to TEA as part of the regular district coordinator materials distribution.
- f. Finally, a report listing and describing in detail all problems and errors that occurred in the accuracy verification process shall be delivered to TEA within two weeks after the summary reports for each administration have been delivered to school districts.

### 137. Equating

The proposal shall describe a plan for equating test forms across school years to adjust for possible differences in difficulty among forms. The plan shall take into consideration the statutory requirement to release tests (Texas Education Code § 39.023). Additional studies and equating activities shall be required for other needs and uses as determined by TEA. It is desirable to limit the number of these additional studies to the extent possible, so each contractor is encouraged to offer suggestions for accomplishing this goal. The contractor shall provide for an objective third-party technical evaluation of the equating procedures and methodology used for all tests (e.g., contracting with outside psychometric experts with experience in equating to review the equating procedures/methods) and provide for an independent verification of the calibration/equating results by TEA staff within the timelines required to meet the scheduled reporting dates. The proposal shall detail this process and allow for independent verification activities by the agency. At a minimum, the procedures for equating documented in the Technical Digest shall be followed.

138. Reporting

The contractor shall design a reporting system to provide accurate reports to TEA, education service centers, districts, and schools on a schedule established by TEA in order to meet mandatory reporting requirements. Reporting dates for the 2014–2015 school year are included in the testing calendar, which can be found on the TEA website. It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available, at a minimum, as hard-copy (paper) and as downloadable PDF files from a secure website. The contractor shall document the organizational capacity and resources to manage the volume of reporting required by the testing program.

The contractor shall provide for one correction window during which school districts may update information provided on the student testing records. Corrections shall be captured in an online environment.

139. Standard Reports

The contractor shall design reporting programs and reporting systems to provide districts with a set of standard reports. All standard reports shall be available in hardcopy (paper) format and downloadable format from a secure website. Standard reports are reports that are provided automatically to all districts at no additional charge. Examples of types of standard reports can be found on the TEA website.

TEA shall approve the design and content of all standard reports in advance. Standard reports shall include complete performance results for individual students, including electronic files of student-level data, and various summary reports, along with preliminary summaries of results, including statewide preliminary results. When tests are released, individual student item analysis reports that show performance on each item and item analysis summary reports at the campus, district, region, and state levels shall also be provided. All individual student results shall be packaged in report folders according to classroom or campus groups, as specified by the local district testing coordinator. Packaging shall be done in such a manner as to easily separate and distinguish different types of reports. All report folders shall be clearly labeled as to their contents. The contractor shall also be responsible for designing and providing standard reports for new assessments as implemented. For purposes of determining pricing, contractors shall use the reports currently provided as a guide. However, the number and appearance of standard reports may change over the contract period.

140. Reports to TEA

The contractor shall provide files of student level assessment data and individual student responses in electronic format according to TEA specifications following each test administration. These files shall be the official record of the test administration and shall be used to verify the aggregated data. The data shall be formatted as fixed-width text files. The data files are to be provided to TEA as files transferred using secure FTP. For more details of the individual data currently provided, examples can be found on the TEA website. However, formats and data elements may change as required.

The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration. These reports may include the summary reports (standard and optional) for each component of the state assessment program, but are not limited to these reports. Other individual and summary reports of statewide and regional data may be required. The reports are to be provided in PDF or other format as specified by TEA, and shall be transferred to TEA using secure FTP transmission. All statewide and regional reports shall be delivered to TEA after the end of each testing period by a date to be specified by TEA. The contractor shall provide preliminary statewide reports and data files to TEA at the same time the results are sent to districts.

The contractor shall provide evidence of sufficient flexibility and resources to provide additional types of reports and analyses in other media and formats as required by TEA. These may include specialized reports containing multi-year district and campus data that shall be available online to the public in a format specified by TEA and that can be downloaded and printed. The reports shall be made available to the public via the data portal maintained by the Program Integration contractor.

141. Interpreting Results Guide

The contractor shall develop an interpretive guide section specific to STAAR Alternate, designed to assist school personnel in reading and interpreting the test results shown on the STAAR Alternate standard reports. The contractor shall write the text, generate sample reports, edit, and proofread the section. The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering the section to the Program Integration contractor to incorporate in the Interpreting Results guide.

142. Explanation of Scores for Parents

The contractor shall annually revise, print, and distribute a series of grade-level appropriate brochures designed to explain STAAR Alternate test scores to parents. There is currently one brochure developed for each grade level that is produced in English and Spanish, and the brochures are sent to districts after each administration of the test.

TEA is committed to providing information about students' testing results in a simplified, user-friendly format. The contractor(s) shall outline a plan to develop reports that provide meaningful information that can be easily understood by Texas's diverse population of parents. The reports shall clearly and simply explain the meaning of test results and student-progress measures without the use of educational or test jargon. Graphic or visual representations of test concepts and results are desirable. The proposal shall include prototypes of parent reports for STAAR Alternate assessments. Links to samples of the current brochures can be found on the TEA website.

143. Release of Tests

The contractor shall release all primary forms of STAAR Alternate as well as answer keys, including reporting categories, essence statements and prerequisite skills, according to the schedule established by the Texas Education Code and the Texas Administrative Code. Released tests shall be provided online only and shall be provided in a 508-compliant format to TEA for posting. The released tests shall not include any field-test items. The contractor shall be responsible for ensuring quality control for the tests to be posted online, ensuring accuracy of answer keys.

### **1.5.5 TELPAS Item and Test Development, Administration, Scoring, and Reporting**

Proposers are invited to bid on the Texas English Language Proficiency Assessment System (TELPAS). TELPAS is a state and federally required English language proficiency assessment administered annually to all English language learners (ELLs) in Texas. TELPAS measures student mastery of the English Language Proficiency Standards (ELPS). Students in grades K–12 are rated holistically in the linguistic domains of listening, speaking, and writing by qualified raters who have them in class. In grades 2–12, ELLs participate in a selected response standardized test that is designed to be delivered online with a paper form reserved for very small numbers of students with extenuating circumstances. Students in grades K–1 are rated holistically in reading using a method that parallels the rating of the other linguistic domains. During the 2013–2014 school year, approximately 812,000 TELPAS assessments were administered. Specific information regarding TELPAS can be found on the TEA website.

The contractor for TELPAS shall be responsible for delivering all aspects of the TELPAS program including item development, test production, training, administration, scoring, and reporting. As such, the highest technical quality shall be maintained in the development, production, and

administration of items and tests and in the reporting of test results. To this end, the contractor shall be cognizant of applicable sections of the standards for educational tests set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council on Measurement in Education (NCME); these are herein referenced as the APA standards. The contractor shall apply applicable APA standards to all aspects of the TELPAS program and in the assignment of personnel to the project.

The proposal shall provide evidence of the contractor's ability to ensure the successful implementation of tests required by state or federal law. At a minimum the quality of all deliverables shall meet that of the current tests. The proposal shall include verifiable evidence of the contractor's ability to produce the highest quality assessments. The specific steps that outline the test-development process for the Texas assessment program are listed in Appendix III of this RFP. A more detailed overview of the comprehensive test-development process followed in Texas can be found in the most recent version of the state's Technical Digest on the TEA website.

#### 144. Item Development

The contractor shall be responsible for the development of all TELPAS reading items as specified by TEA to measure the beginning, intermediate, advanced, and advanced high levels of English language proficiency in reading. Item development requires an estimated 350 items annually for each of the following grades/grade spans: 2, 3, 4–5, 6–7, 8–9, and 10–12. TEA's test design and development process can be found on the Student Assessment Division website.

The proposal shall outline the plan for the sufficient annual development of items for TELPAS. This plan shall specify the allocation of resources dedicated to the program. The contractor shall be prepared to adjust the quantity and types of items developed as well as the level of dedicated resources if changes to the testing program shall be made at the direction of TEA because of substantial revisions to the ELPS or new state or federal legislative mandates.

The contractor shall provide adequate staffing for meeting the item-writing demands of this project. For each grade/grade span assessed on TELPAS, the contractor shall provide TEA with the names and resumes of the staff dedicated to the project, including the senior manager, content specialists, item writers, and editors with specific content expertise. Contractor staff responsible for overseeing the quality of item development shall have credentials that qualify them to judge the extent to which the items developed meet TEA test specifications and appropriately measure the ELPS identified for each item. Sufficient numbers of staff member working on the TELPAS assessment program shall have English language acquisition experience as well as content expertise. The contractor shall provide sufficient staff to ensure that the annual development required for each TELPAS assessment is of the highest quality and meets all TEA requirements and timelines.

As part of this proposal, the contractor shall detail the commitment to this project (e.g., percentage of time) of all staff who would be assigned to the TELPAS program. Items may be provided by item writers outside the contractor's organization. However, the contractor shall be directly responsible for oversight of all aspects of the item-development process.

The contractor shall describe the process that shall be used to ensure that items are of the highest technical quality. As part of this process, the contractor shall consider text complexity and reading proficiency connections between STAAR reading and TELPAS reading so that these assessments are aligned to the greatest extent possible. Evidence shall be provided that test items allow ELLs to demonstrate their knowledge and access the content. The contractor shall provide sample items that illustrate the principles of universal design. The items included in this proposal shall represent all reporting categories assessed on TELPAS.

The proposal shall include the process by which the contractor shall ensure the editorial accuracy of all items. The contractor shall certify that all items for the grade/grade-span align to the appropriate ELPS being assessed. Once the contractor has thoroughly reviewed items and has determined that they are of sufficient quality to be acceptable to TEA, items shall be

sent to TEA for internal review. Internal item-review meetings shall be attended by ELL specialists from TEA and the contractor. The contractor shall be responsible for documenting in detail all edits to items in order to ensure accurate revisions. Once revisions have been completed, the revised items shall be formatted and proofread by the contractor. If necessary, at the direction of TEA, additional reviews of the edited items shall be conducted by the contractor and TEA staff. Only items approved by TEA shall be presented to Texas educator committees for review.

The TELPAS contractor from the previous contract (2010–2015) shall provide items already developed to the contractor selected for the 2015–2019 contract. In the last year of the contract under this RFP (2018–2019), the contractor shall continue to be responsible for developing the required number of items in each grade/grade-span for field testing in spring 2020. If a new contractor is chosen through the competitive proposal process for services to be provided after this contract expires, then the contractor for 2015–2019 shall provide those items developed in the last year of the contract to the new contractor. TEA shall work closely with the contractor selected under this RFP to ensure a successful transition between contracts.

145. TELPAS Holistic Rater Training and Qualification

The contractor shall be responsible for maintaining and hosting a statewide training system that is designed to prepare raters to holistically rate the English language proficiency of students using the TELPAS holistically rated assessments. The contractor shall update online test administrator training courses and record results of activities that measure teacher preparedness to rate student performance. Media clips that show students interacting during classroom instruction as well as authentic student writing collections are used in the training system; therefore, the contractor, in conjunction with TEA, shall be responsible for filming students and for gathering and selecting student writing collections for the training and qualification activities. The contractor shall provide and update online practice activities and rater calibration activities annually. TEA staff shall review and approve the course design, content, and functionality of the training system, as well as all training and calibration activities. Although training modules currently exist, minimal updating to content is occasionally required. However, TEA is interested in identifying ways in which training requirements can be minimized while maintaining the overall quality of the program. Contractors are encouraged to present alternative and innovative ways to conduct the training currently required for the TELPAS program.

Contractor staff with verifiable expertise in assessing second language learners for English language proficiency shall assist TEA in providing this annual training to approximately 300 representatives from Education Service Centers and large districts. The contractor is responsible for organizing and providing a facility for two training sessions each year, to be held in a central location, and lasting one day each. The following online courses containing core training content and student video segments are provided.

- a. TELPAS Rater Online Training Course for Kindergarten and Grade 1:  
an initial training for individuals who have not been trained previously; covers all four language domains; offered in fall
- b. TELPAS Rater Online Training Course for Grades 2–12:  
an initial training for newly identified raters and individuals trained previously but who have not yet successfully completed TELPAS rater qualification requirements; offered in spring and fall; provides training and rating practice in the listening, speaking, and writing domains
- c. Assembling and Verifying Grades 2–12 Writing Collections:  
an optional course recommended for use in training of testing coordinators, campus administrators, raters, and writing collection verifiers; offered in spring only Provided below are approximate anticipated numbers of course participants based on spring 2014 data.

| <b>Grade/Activity</b>       | <b>Spring<br/>(4–5 Week Window)</b> |
|-----------------------------|-------------------------------------|
| K–1                         | 10,000                              |
| 2–12                        | 30,000                              |
| <b>Assembling/Verifying</b> | 20,000                              |

Since the 2005–2006 school year, raters of students in grades 2–12 have been required to complete qualification or calibration activities for the domain of writing. In spring 2011 practice activities were added for listening and speaking in grades 2–12 and all language domains for K–1. The numbers below provide estimates of the number of raters expected to complete calibration activities annually in the spring based on spring 2014 information.

| <b>Grades</b> | <b>Number of Raters</b> |
|---------------|-------------------------|
| K–1           | 30,000                  |
| 2–12          | 90,000                  |

In addition, training materials include PowerPoint presentations, trainer notes, and training sets, including annotated student writing collections. Reports for online course and qualification activities shall be made available through a tracking system that makes completion and performance information available on demand to users, as well as authorized campus, district, regional, and TEA administrators. History information shall also be maintained. The contractor shall include a plan for ensuring the accuracy verification process related to course usage and performance data and reporting. The TELPAS training modules themselves are the property of TEA and the contractor shall provide information about how the modules shall be transferred to TEA in the event of a change in contractor for the next contract.

TEA is interested in minimizing the amount of time involved on the part of raters in training and preparing to rate listening and speaking. Proposals shall include suggestions for new, more efficient methods for training raters to rate the listening and speaking language domains. For more information about this training system, see the *2014 District and Campus Coordinator Manual* on the TEA website. Additional information may be found on the ELL Assessment Information page of the TEA website.

146. Texas Educator Meetings

Educator committees are convened to assist TEA with the test-development process through two primary activities: new test development and item review. The contractor shall arrange for and provide materials and resources for groups of Texas educators from across the state to meet in Austin, Texas as part of the TELPAS test-development process and as special advisory committees are needed. The contractor shall budget for reimbursement of educators' travel (motor vehicle and/or airplane), hotel accommodations and meals, meeting facilities, and breakfast and lunch at the meetings. The contractor shall also budget for reimbursement to school districts for the cost of classroom substitute teachers to replace those teachers attending these meetings. The reimbursement to school districts per teacher is currently estimated to be \$80 per day. The contractor shall be responsible for preparing items for review, proofreading all items, developing and providing all handouts, and furnishing any necessary equipment or supplies for item-review meetings. The contractor shall propose a method for TEA approval to capture and archive committee members' comments and notes at item-review meetings.

The committees shall consist of approximately twenty-five educators, representing the education service center regions of the state. The contractor shall assign contractor staff with content-area expertise to attend each meeting. Contractor staff shall train committee members on procedures and criteria for review and shall keep a detailed record of the committee's edits and recommendations. Based on the outcomes of these committee meetings, the contractor shall make necessary revisions to items and prompts. The contractor shall provide a report to TEA documenting committee input after each educator review meeting. The report shall include a summary of the demographic characteristics of each committee, a list of items deleted or edited, and a summary of the committees' comments. The contractor shall plan for two- to three-day item-review meetings for each year of the contract for each TELPAS grade cluster. However, more meetings may need to be scheduled to develop the large numbers of items necessary to meet the requirements of the Texas assessment program. A description of the role that Texas educator committees fulfill in the test-development process can be found on TEA's website in the most recent version of the state's Technical Digest. The proposal shall outline all activities necessary to hold the educator meetings. Further, proposers are encouraged to suggest alternate approaches to conducting these meetings that would take advantage of recent improvements in technology.

a. New Assessments

Although it is not anticipated that the English language proficiency assessment program will change significantly over the contract period for this RFP, the contractor shall provide verifiable evidence of the capacity to develop new tests if appropriate. The contractor shall arrange meetings of educator committees to assist in determining specifications in such areas as the ELPS assessed, development of test reporting categories, item development guidelines, item prototypes, and test blueprints. The contractor may be required to bring in nationally known experts to aid in the initial development of new assessments. TEA shall approve the list of nationally known experts in advance.

b. Item Review

The contractor shall convene educator committees to review potential new items that have undergone TEA internal review. The committees shall consist of approximately twenty-five educators, representing the education service center regions of the state. The contractor shall plan on one committee meeting for each grade cluster assessed. The contractor shall assign contractor staff with content-area expertise to attend each meeting. Contractor staff shall train committee members on procedures and criteria for review and will keep a detailed record of the committee's edits and recommendations. Based on the outcomes of these committee meetings, the contractor shall make necessary revisions to items. When items are approved by TEA, the contractor shall submit final versions to TEA and to the TELPAS Test Construction, Administration, Scoring, and Reporting contractor via secure FTP. The contractor shall provide a report to TEA documenting committee input after each educator review meeting. The report will include a summary of the demographic characteristics of each committee, a list of items deleted or edited, and a summary of the committee's comments. The contractor shall plan for two- to four-day item-review meetings for each year of the contract for each TELPAS grade cluster.

c. Review Guidelines

All educator committees convened to examine TELPAS items shall conduct their review according to clearly established and articulated guidelines. The purpose of these guidelines is to ensure that each item is written at an appropriate developmental and/or difficulty level for the grade level/subject or course assessed; that there is an appropriate match between each item, the reporting category, and the ELPS it assesses; and that no item contains bias against any student population. The proposal shall include a plan for developing these review guidelines.

147. Pilot Testing

Pilot testing is small-scale testing of volunteer classrooms prior to a field test. Piloting may be required to assess the viability of item prototypes or item formats not previously used or to gather information on new accommodations or on testing innovations. The contractor shall present pilot plans and materials to TEA for approval and shall be responsible for scoring, analyzing, and reporting to TEA the pilot results. The proposal shall contain a strategy for accomplishing any piloting necessary for the project. Although pilot testing is not anticipated for TELPAS over the course of this contract, the contractor shall provide verifiable evidence of the capacity to conduct such activities if necessary.

148. Field Testing

The proposal shall detail a plan for the field testing necessary for the development and continuation of the TELPAS program. The contractor's field-test plan shall specify a design and a process for field testing that shall provide an appropriate random sample that is representative of the Texas student population and that takes into account the burden on campuses. The plan shall minimize disruption to schools and loss of instructional time yet provide psychometrically sound field-test data sufficient for the continuation of a valid and reliable testing program.

TEA is committed to an assessment program that embeds field-test items in operational forms to the extent possible. When field-test items are embedded, the contractor shall design a matrix for inclusion of the items in the test forms. The field-test matrix shall be submitted to TEA for approval. In rare instances if field tests shall be administered separately from the regular statewide test administration, the contractor shall draw a representative sample and build the field-test forms. Both the sample and the field-test forms shall be submitted to TEA for approval. Separate field testing may be necessary for standard-setting or other research purposes. The contractor shall coordinate the development of all field-test materials, including online forms and test administration instructions. The contractor shall also conduct thorough reviews of all field-test forms as a quality-assurance step before these forms are distributed to districts. The proposal shall outline the plan to meet these field-testing requirements, including what quality-assurance measures shall be implemented.

149. Data Review

After field-testing items, the contractor shall provide TEA with analyses of these items and copies of field-tested items no less than six weeks after the test administration. The contractor shall plan on one internal data-review meeting for each grade/grade-span being assessed. The contractor shall schedule appropriate contractor staff knowledgeable in psychometrics and ELLs to be available for each meeting and provide training on procedures and criteria for data review as needed.

150. Standard Setting

It is not anticipated that new performance standards for TELPAS shall need to be established during this contract period unless changes to the assessment program are required by future state or federal legislation or substantial revisions to the ELPS curriculum. The contractor shall be responsible for standard-setting activities for any new English language proficiency assessments as well as for activities associated with resetting and/or reevaluating performance standards as required by law or as needed based on substantial changes to the assessment (e.g., curriculum revisions). This includes the implementation and reporting of a measure of annual improvement in student achievement as outlined in TEC §39.034. The proposal shall demonstrate the contractor's ability to satisfy these requirements. More information on previous TELPAS standard-setting activities can be found on the TEA website.

At this point it is not anticipated that additional studies linking TELPAS reading and STAAR reading will be necessary. However; should changes in either program be mandated, additional

studies may be required. The proposal shall describe a plan for studying text complexity and reading proficiency connections between STAAR reading and TELPAS reading.

151. Item Bank

TEA shall work with the current contractor to ensure the smooth transition of all TELPAS items in the current item bank to the contractor awarded under this component of the RFP. The contractor shall be responsible for adding each field-tested item to a secure item bank system for the TELPAS program and shall ensure that the item bank is complete and accurate at all times. The item bank includes the text, art, and statistics for all items developed for TELPAS. Item bank information currently includes a unique identifying number, the specified grade level cluster assessed, the reporting category tested, the ELPS tested, and item image.

The item bank shall serve as the primary repository for item development, test construction, test production, test delivery, and post-test statistical analysis and reporting. This proposal shall detail interconnectivity of the item bank and any associated assessment systems. These functions of the item bank shall provide for an efficient test construction process. These functions include the ability to create subsets of items on a test and to assign items selected for a test to multiple reporting categories. The proposal shall detail the procedures for ensuring quality control of the item bank, including version control and item tracking across test forms and administrations. Quality control is critical to the production of error-free test materials. The contractor shall be responsible for providing and updating test items and performance data into a statistical item bank system and ensuring that the item bank is fully functional, accurate, and available to TEA at all times. In addition, the contractor shall provide TEA with an updated hard copy of the statistical item bank annually. The statistical item bank shall be able to produce a variety of summary reports, including, but not limited to, overall test summaries, reporting category summaries, item usage summaries, and item/test overlap summaries. The item bank shall be able to sort and report items by administration, reporting category, ELPS assessed, item type, and statistics.

The contractor shall provide TEA with access to the item bank to facilitate efficient review of item bank information. This access shall be predicated on effective security to ensure confidential access and reliable item version control at each stage of development. Version control shall also include accessibility to each prior version of an item. The item bank shall be able to handle version control for the image and text content, status reporting of items, and statistical analysis of each item.

The contractor shall provide the appropriate computer hardware and software to facilitate an item bank system that is accessible to TEA and all other users authorized by TEA, as appropriate. Technical assistance on the statistical item bank shall be provided by the contractor as necessary to maintain a fully operational system at all times with TEA approved exceptions. The proposal shall describe services to support the statistical item bank. Disaster recovery plans shall be provided.

152. Test Design and Construction

The proposal shall include a plan for providing content review and technical assistance for the construction of TELPAS reading tests. New forms of tests may be required for each test administration. Test administration dates for past, present, and future school years can be found in the testing calendars available on TEA's website. The plan for test construction shall allow for equating the difficulty of tests from administration to administration, for maintaining the types of scores currently generated, and for preserving security. In addition, the plan shall take into account the statutorily required release of tests. The contractor shall provide verifiable evidence that the in-house psychometricians assigned to the Texas project are highly qualified and sufficiently experienced in current, acceptable psychometric practices.

153. Online Activities

TEA has a number of online activities in place in the state assessment program. At a minimum the contractor shall plan to continue and/or enhance online initiatives already identified by the state, as outlined in Appendix IV. The contractor shall provide a secure online platform that is compatible with Windows OS (Windows 7 and above) and Mac OS (10.4 and above). Compatibility with current Linux and Chrome operating systems is preferred. TEA is interested in pursuing the delivery of assessments on Apple IOS and Android tablets. Contractors interested in providing this as an optional service shall provide pricing and adequate details to enable TEA to evaluate the feasibility of the option.

A proposal shall include a management and methodology plan for the development and delivery of online testing and training activities. Processes for ensuring accuracy of production of online base tests and field-test forms shall be included. This plan shall include a requirements-gathering phase, joint planning and development of system specifications, progress checkpoints and reports for TEA sign-off, beta testing, user-acceptance testing, quality-assurance testing, security testing, disaster recovery, and technical support. The plan shall also include information on the test delivery system's environment, its capacity, and its capabilities. TEA also reserves the right to audit any online delivery system used to develop, administer, or report any activities associated with the program.

The contractor shall work with the agency and contractor for Program Integration to jointly evaluate districts' capacity for online testing systems, address how district infrastructures shall be evaluated and how software updates, operating system upgrades, and other technology advancements shall be implemented. The Program Integration contractor shall maintain unified system requirements across all programs and shall be responsible for notifying districts of any planned upgrades or updates that would affect the ability for the districts to administer online tests or to access any contractor online products. Software updates shall be kept to a minimum during the school year and not occur during testing windows.

The few examples provided in this RFP are not intended to be an exhaustive list of the innovative online strategies that may be incorporated into the proposal. The proposal may include any recommendations for online testing, registration, processing, reporting, or other activity that might benefit the state assessment program.

Proposals shall outline online activities designed to fulfill and support the computer-based submission of TELPAS holistic ratings as well as the administration of TELPAS reading tests for grades 2–12.

In addition, the proposal shall identify the process or method(s) used for the following procedures:

- a. Authorize and authenticate users including students, teachers, test administrators, and test coordinators plus any other designated district personnel proposed by the agency
- b. Ensure student confidentiality during administrations
- c. Allow for students to exit assessments for breaks or emergencies and resume assessments with appropriate authorization
- d. Provide the capability to reactivate an incomplete test as needed by TEA or the contractor
- e. Lock down the desktop to prevent other applications from being used during testing
- f. Allow districts to edit student information and turn on any allowable student accommodation tools
- g. Permit test administrators to monitor test progress for students
- h. Provide the ability to store encrypted test content locally to prevent network congestion and allow students to continue testing despite Internet outages

TELPAS reading assessments shall maximize the use of technology while facilitating ease of use by students of all levels. The proposal shall describe appropriate testing tools such as the following:

- a. Text-to-speech synthesis for appropriate accommodations and for the ability to read embedded instructions
- b. Font size, contrast, and coloration that is adaptable for students with special needs and for age appropriateness
- c. Split screens to keep a reading selection or writing selection visible while moving through the items
- d. Acceptable range of screen resolutions
- e. Capability to mark an item for rechecking before finishing the test
- f. A visual indication of the items selected for review
- g. Notification if a student exits or submits an assessment although the items are incomplete or marked for rechecking

Tutorials shall be provided to allow students to learn how to use the online assessment system.

154. Test Booklet Specifications

Although TELPAS reading is an online assessment, some paper test booklets shall be required. All test booklets shall be labeled with unique numerical codes in sequential order to assist with security and inventory control. Test booklets shall be designed and constructed to ensure durability. Test booklets shall be sealed. Contractors shall include samples of their proposed test booklets and seals, which shall consist of the same paper that shall be used in actual test booklets. Weight, opacity, and cost of the paper shall be included in the proposal. The proposal shall include a plan detailing the quality-control review process of printed booklets that verifies file transfers, pagination, and sequencing are correct, print quality is maintained, and booklets do not have smudges or missing or duplicate pages.

155. Test Booklet Quantities

For each administration, the contractor shall be prepared to provide districts with paper versions of the TELPAS reading assessment as needed. Although requests for paper tests shall be relatively small, the contractor shall be prepared to receive approved orders, print, and distribute paper versions of the test. This includes allowing districts to order additional materials just prior to the actual test administration. The contractor shall provide the capability for printing on demand. Test booklets shall be printed on recycled paper whenever possible.

The contractor shall also be responsible for providing, in each year of the contract, large-print versions of all tests as necessary. Currently the large-print tests are produced by enlarging the entire test, including artwork, graphs, etc. The contractor may be required to reformat the text and/or art in some items.

156. Test Administration Manuals

The contractor shall review and revise existing TELPAS test administrator manuals and develop new or additional manuals as necessary for the coordination and the administration of this assessment program. The contractor shall be responsible for writing, developing, proofreading, and revising all manuals. These manuals shall be submitted to TEA for final review and approval. The proposal shall provide a detailed plan for the development and annual updating of test administrator manuals, including a plan to ensure both content and editorial expertise. See Appendix V of this RFP for a list of manuals and approximate quantities of each based on the 2013–2014 administrations. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting.

Requirements for maintaining security and confidentiality along with guidelines for the coordination of all state assessment programs shall be organized into a manual specifically designed for district and campus coordinators, the *District and Campus Coordinator Manual*. The contractor shall be responsible for reviewing and revising the existing TELPAS sections of this manual. However, the production, printing, and distribution of the coordinator manual shall be the responsibility of the contractor for Program Integration. All reviews shall be coordinated

with the contractor for Program Integration and be completed in time for production to be complete by December of each year.

157. Ancillary Materials

The contractor shall review and revise existing ancillary materials related to TELPAS test administration, including, but not limited to, packing lists, standard reports lists, and email notifications (including a calendar for delivery). The contractor shall be responsible for writing, developing, proofreading, and revising all ancillaries. These items shall be submitted to TEA for final review and approval. The contractor shall provide all administration materials in a 508-compliant format to TEA for posting.

158. District Coordinator Packets

The contractor shall be responsible for producing packets of materials for district testing coordinators for each test administration. These packets shall contain administration manuals and examples of the other materials necessary for conducting each test administration.

Approximately 1,500 district coordinator packets shall be delivered to school districts for each administration. Additional packets shall be delivered to school districts requesting more than one packet, to education service centers, and to TEA.

159. Major Shipments of Test Administration Materials

Since TELPAS is an online test, shipments of materials shall consist mostly of non-secure test administrator manuals. The contractor shall be responsible for shipping all test materials to and from school districts, with materials for each campus packaged as a unit. All testing materials necessary to conduct a test administration shall be shipped at one time.

Packaging and labeling of shipments shall be done in a clear and consistent manner with appropriate packing lists to ensure efficient and effective distribution. The boxes used shall be durable enough to ensure the safe and intact delivery and return of all materials. The testing program name and the toll-free telephone number of the contractor shall be stamped on the outside of each box. Box 1 of each shipment, which contains packing lists and other important information necessary to evaluate a shipment, shall always be clearly and easily distinguishable from other boxes in the shipment. The proposal shall provide the details about how this box shall be easily identified by districts. An email message shall be sent to the district testing coordinator in each district when test materials are shipped and shall include the date of the shipment, specific information about which materials are being shipped, the carrier's name, and any tracking number(s). The contractor shall also provide an online system for districts to track shipped materials, and the proposal shall provide the details of this system. Additionally, the contractor shall include coding on secure materials so that districts can use scanners to track inventory.

The contractor shall obtain a receipt(s) of delivery from school districts of all deliverables and maintain records of those receipts. The contractor shall include in this proposal a plan for a quality-control system to ensure timely and accurate delivery of all materials as well as provisions for correcting errors in shipping and handling.

An online system that allows districts to order additional materials and that ensures the delivery and receipt of these materials prior to test administration dates shall be established. In addition to major shipments of test materials, the contractor shall also be responsible for the shipment of all other materials necessary to support the TELPAS program. Districts shall be notified of all shipments via email. All materials and correspondence with school districts and campuses shall be approved by TEA before being sent out.

Secure shipments of paper tests shall be sent on rare occasions and shall be separate from the shipments of test administrator manuals. The boxes used shall be durable enough to

ensure the safe and intact delivery and return of all materials. The proposal shall include specific procedures for ensuring inventory control not only in the delivery but in the return of these secure materials. Additionally, the contractor shall include coding on secure materials so that districts can use scanners to track inventory.

160. Inventory Control

The proposal shall specify the procedures for ensuring inventory control. The contractor shall ensure that each shipment of test materials returned from districts is complete. Inventory control includes ensuring that all secure test booklets are returned to the contractor within two weeks of the close of the TELPAS testing window. The contractor must account for all district testing materials within two weeks of receipt and provide TEA with a preliminary report. Districts shall be notified of missing materials within 24 hours from completion of the district's inventory and will be provided one week to resolve missing materials. A final report of resolution will be provided to TEA six weeks from the close of the testing window.

161. Preloading Service

For all online administrations, the contractor shall provide online student registration/preloading services to school districts. All online student records shall indicate student identification, program, and demographic information. Since the data needed to populate online student records are collected by TEA through the Public Education Information Management System (PEIMS), two options for preloading shall be made available to districts. A district may choose to accept data from the PEIMS file as the basis for preloading. TEA shall provide these PEIMS data to the contractor, and no additional data shall be sent from the district to the contractor prior to testing. Alternatively, a district may choose to provide to the contractor through a secure web service or application, an electronic data file that contains data necessary for preloading. If a district does not choose one of these two options, the contractor shall preload based on the PEIMS data provided by TEA. An example of the type of specifications required can be found on the TEA website.

There shall be no additional charge to school districts for these services. The contractor may set reasonable deadlines for districts to indicate the option chosen and provide the necessary data to the contractor. These deadlines shall be stated in the proposal. In addition, for each administration the contractor shall distribute specifications detailing the required information and its format to all school districts involved in testing.

Because many entities are involved in the production of school district data for PEIMS, the contractor shall be prepared to interact with school districts, regional education service centers, other contractors, TEA, or a combination of these parties in preloading student records to ensure that errors in district-supplied files are corrected before test materials are sent to the districts. The contractor shall ensure the confidentiality of all student information contained in the PEIMS file.

162. Test Administration Schedule

The calendar for test administrations for the 2014–2015 school year can be found on the TEA website. Calendars for the other school years that this project encompasses shall be provided to the contractor when available. The contractor shall work closely with TEA to develop a testing event calendar for each administration. This calendar shall cover all relevant dates from the time districts receive precode data file layouts until the time that reports of test results are delivered to local school boards and include all major milestones, such as receipt of materials, training dates, test administration dates, return of materials, and notification of results. The contractor shall also develop materials that display test administration information both textually and graphically to assist district personnel in conveying important dates to their staff.

163. Production Schedule

The contractor shall produce a production schedule for review and approval by TEA that shall include all of the tasks and projects of the TELPAS program. This schedule shall track the progress of all projects and shall produce flags if the established deadlines are not met or are at risk of not being met. The proposal shall outline how the contractor would satisfy the requirements of this section and use the production schedule as a management tool. The contractor shall cooperate with the contractor for Program Integration and shall develop a production schedule in a way that facilitates cooperation and integration with schedules from other contractor(s). The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering the section to the Program Integration contractor for incorporation into the Master Production Schedule.

The contractor shall be responsible for all activities for item development and test administration beginning September 1, 2015, including item development for 2015–2016. The first major test administration the contractor shall be responsible for is March 2016. The previous contract shall cover activities for all item development and test administrations in the 2014–2015 school year. TEA shall work closely with the contractor selected under this RFP to ensure successful transition between contracts.

164. Training Materials

a. Education Service Center Training

The contractor shall participate in an annual training of personnel from education service centers and the 25 largest districts in the state to provide updates on the student assessment program and specifics on test administrations for each school year covered by the terms of the contract. The contractor shall coordinate the development and reproduction of any necessary TELPAS materials for this training with the contractor for Program Integration.

b. Accommodation Materials

Accommodations are practices and procedures that provide equitable access during instruction and assessments for students who have disabilities or special needs or who are English language learners (ELLs). Accommodations are intended to reduce or eliminate effects of a disability or limitation but not to reduce learning expectations. In addition, a student may have a temporary disabling condition (e.g., a broken arm) that may require the use of an accommodation. It is critical to note that although some accommodations may be appropriate for instructional use, they may not be appropriate for use on a standardized assessment. The accommodation materials help educators become familiar with state policies regarding the use of accommodations on TELPAS. Therefore, the contractor shall be responsible for producing materials to train school personnel to appropriately select and use accommodations during testing. The current accommodation materials are available on the TEA website.

c. Admission, Review, and Dismissal (ARD) Committee Decision-Making Materials

The contractor shall be responsible for producing materials to train ARD committees to place a student appropriately into the state assessment system. The materials shall include information on the various state assessments, test administration guidance, and test formats. The current ARD training materials can be found on the TEA website. Other training may be necessary as determined by TEA based on the needs for assistance with the assessment program as it relates to students with disabilities.

d. Additional Training and Support

The contractor shall assist in developing Texas Education Telecommunications Network (TETN) presentations and shall participate in TETN sessions and other training

as necessary. The contractor may include in the proposal any additional training and support or alternate formats for training and support, such as webinars, that may be beneficial to school districts and the state.

165. Assessment of Private School Students

Texas Education Code §39.033 allows private school students to take the state assessments. The contractor shall establish a system for the assessment of private school students on TELPAS that shall ensure test security and provide the same quality of student performance data as the assessment of public school students. The contractor shall determine and document a per test cost for the assessment of private school students not to exceed the per test cost for the assessment of public school students. This per test cost shall be provided to TEA and is subject to annual approval by the State Board of Education. The contractor shall be responsible for some aspects of testing private school students as public school students, including but not limited to ensuring timely distribution of testing materials and shipment of all necessary manuals and other support materials, receiving return shipments of all secure materials, scoring all tests returned, and distributing score reports to the private school campuses. The proposal shall describe how the contractor shall manage the entire scope of the assessment of private school students, including the ordering, distribution, and scoring of tests. At the end of each school year, the contractor shall provide TEA with a state summary report of the private school results, which shall conform to agency system specifications. Historically there have been very few private schools that elect to participate in the state assessment program, so it is not anticipated that this shall be a major activity under the terms of this RFP.

166. System Design

The contractor shall provide the system design for scoring and reporting within the timelines required to meet the scheduled reporting dates. A structural overview including a description of the system software shall be documented in the proposal. This overview shall contain sufficient detail to enable TEA to ascertain the programming capabilities of the contractor. This overview shall include but is not limited to edit specifications during scoring; file structure(s); data base management system(s); computer languages; and statistical analysis software (e.g., R, SAS, or SPSS). A contractor shall provide evidence of the ability to provide reports with various levels of aggregation in paper and web-based formats. The contractor shall also provide the numbers and qualifications of staff that shall be used to generate computer programs for data management and report generation.

167. Data File Requirements

The proposal shall provide for an identification system for keeping track of TELPAS online test records and student response records. The proposal shall provide evidence that the contractor can accomplish the tasks under this section, given the size and scope of the TELPAS program. The proposal shall also describe the database to be used and provide a plan for collection and management of TELPAS data. Each online student record shall carry a unique reference number that shall be stored as part of the student response record. The online student record and resulting student record on the file shall also carry the PEIMS identification number of the student. The PEIMS identification number shall be entered either through the preloading process or at the time of testing. The current data file requirements can be found on the Student Assessment webpage.

Two types of student files shall be maintained by the TELPAS contractor: a complete student response file for each TELPAS test administration and a history file for all students who have participated in TELPAS testing. The history file is a cumulative repository of individual TELPAS test results for all students who have participated in TELPAS testing. The history file shall include student identification and performance data specified by TEA as well as other information necessary for merging with files of any assessment administration in which the student participated. The history file typically contains, for each test given to a student, identification information for the student (including but not limited to name, PEIMS identification

number, and date of birth) and test results (including but not limited to test score, passing status, and test administration date). The TELPAS history file shall also allow previous TELPAS test administrations to be tracked for individual students and for cumulative information to be easily extracted. The TELPAS history file shall be compatible with files developed under previous contracts and by other contractors under the 2015–2019 contract.

The TELPAS history file shall be well documented and usable for generating data sets and reports by authorized TEA employees for multiple purposes, i.e., tracking the test performance of cohorts of students across the state. Existing history files and systems may need restructuring in order to meet this requirement. A copy of each TELPAS administration file shall be provided to TEA as part of the reporting process, and a copy is to be retained by the contractor for the duration of the contract. The current format for the state can be found on the TEA website. After each TELPAS administration the contractor shall provide a system to resolve discrepancies and mismatches in student identification numbers. The contractor shall ensure that changes to student identification information for a given test administration shall be reflected in the history file for all prior TELPAS test administrations for that student. For example, if the name is corrected after an administration of a TELPAS test, the name change shall be made for the same student in the history file for all other assessments in which the student participated. The contractor shall describe the system to be used for tracking record changes.

After resolution of identification number discrepancies, the contractor shall provide districts, upon request, with updated confidential student reports and labels. The contractor shall also provide the Program Integration contractor with an updated data file to be merged or uploaded with other student test history files. The contractor shall provide districts with secure electronic access to student TELPAS test history files. The proposal shall include a description of the necessary safeguards to maintain security and confidentiality over the Internet and the method by which coordination between contractors shall be assured so that files are transferred securely and in compatible formats.

168. Answer Keys

The contractor shall supply TEA with a final computer-generated "blueprint" listing of the answer keys for each test administered. Three types of answer keys are required: answer keys for scoring all tests; released test answer keys with all of the field-test items removed; and an electronic answer key to be placed on TEA's website with the released tests. The listing shall be annotated as specified by TEA and may be sorted by grade cluster, reporting category, and unique identification number (UIN) for each test item. The contractor shall provide additional listings sorted by item position on the test. The proposal shall detail the process to be used for generating and verifying all answer keys.

169. Accuracy Verification

The proposal shall describe in detail the accuracy verification process to be used for achieving quality control of the reporting process. This description shall include any internal quality control processes that shall be used to ensure accuracy of the reports. This process shall include but is not limited to the procedures described in this section. In addition, the contractor shall describe any internal quality control systems that shall be used to further ensure the accuracy of the reports.

Due to the critical nature of the reporting process, the contractor shall describe in specific detail, as required by the Risk Mitigation and Business Continuity Planning provision of this RFP, any internal system or software used to ensure reporting accuracy. This description shall include, but is not limited to, a statement of guiding principles and policies associated with any internal quality-control processes that shall be used to ensure accuracy of materials and reporting instruments, a quality-control process flow chart, a change-control process flow chart, and an issues tracking-and-resolution process flow chart. Each chart shall delineate automated and hand-process functions.

- a. For each test administration the contractor shall provide a quality-control schedule of tasks and required resources four months prior to testing.
- b. For each test the contractor shall print and deliver to TEA a set of reports generated from a set of "test batch" online student records from three simulated school districts. These records shall be completed by the agency staff prior to each administration, then processed and scored as if from actual districts. The test records shall reflect a comprehensive set of specific student response patterns, which shall permit accuracy verification of all aspects of the preloading, test registration, processing, scoring, and reporting systems. Specifically, these "test batches" shall allow TEA to verify the accuracy of editing procedures (as detailed in editing specifications for each grade and assessment program) as well as the accuracy of preloading, scoring, passing status determination, scaling, and demographics assignment procedures. Finally, the accuracy of aggregation and reporting (printing and delivery) procedures for identification data, demographics, test performance measures, and objective performance measures shall be verified by TEA. A dummy scale can be used to generate scale scores for this initial report verification.

An electronically scored student file for the simulated school districts shall be delivered to TEA no later than 14 days prior to the date that actual scoring is to begin. Any errors found by TEA or the contractor shall be corrected. Reports generated using the corrected student file scored with dummy scales shall be sent to TEA for verification.

- c. A second electronically scored student file for the simulated districts shall be delivered to TEA after post-test equating and the development of the actual scale(s). Any errors found shall be corrected. After verification of this file, a second set of reports shall be delivered to TEA. This set shall be delivered to TEA no fewer than 10 days prior to final district report printing. Corrected copies of any reports found to be in error shall be provided by the contractor. TEA reserves the right to alter this schedule as needed.

TEA approval for the distribution of reports to all school districts shall be given only after the accuracy of a complete set of reports has been verified.

- d. A third "in-stream" complete set of the approved reports (in folders and packaged with all associated materials as would be shipped to an actual school district) for the simulated districts shall be delivered to TEA as part of the regular shipment of reports to the districts. This step shall provide a final check on the accuracy of the entire process.
- e. Prior to each administration, district coordinator packets and all testing materials for the simulated districts shall be delivered to TEA as part of the regular district coordinator packet and materials distribution.
- f. Finally, a report listing and describing in detail all problems and errors that occurred in the accuracy verification process shall be delivered to TEA within two weeks after the summary reports for each administration have been delivered to school districts.

#### 170. Equating

The proposal shall describe a plan for equating test forms across school years to adjust for possible differences in difficulty among forms. Additional studies and equating activities may be required for other needs and uses as determined by TEA. It is desirable to limit the number of these additional studies to the extent possible, so contractors are encouraged to offer suggestions for accomplishing this goal. The contractor shall provide for an objective third-party technical evaluation of the equating procedures and methodology used for all tests (e.g., contract with outside psychometric experts with experience in equating to review the equating procedures/methods) and provide for an independent verification of the calibration/equating results within the timelines required to meet the scheduled reporting dates. The proposal shall

detail this process and allow for independent verification activities by the agency. At a minimum, the procedures for equating documented in the Technical Digest shall be followed.

171. Reporting

The contractor shall design a reporting system to provide accurate reports to TEA, education service centers, districts, and schools on a schedule established by TEA in order to meet mandatory reporting requirements. Reporting dates for the 2014–2015 school year are included in the 2014–2015 testing calendar, which can be found on the TEA website. It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available, at a minimum, as hard-copy (paper) and as downloadable PDF files from a secure website. The contractor shall document the organizational capacity and resources to manage the volume of reporting required by the TELPAS program.

The contractor shall provide for one correction window during which school districts may update information provided on the student online testing record. Corrections shall be captured in an online environment.

172. Standard Reports

The contractor shall design reporting programs and reporting systems to provide districts with a set of standard reports. All standard reports shall be available in hardcopy (paper) format and downloadable from a secure website. Standard reports are reports that are provided automatically to all districts at no additional charge. Examples of types of standard reports are included on the TEA website. TEA shall approve the design and content of all standard reports in advance. Standard reports shall include complete performance results for individual students, including electronic files of student-level data, and various summary reports, along with preliminary summaries of results, including statewide preliminary results. When tests are released, individual student item analysis reports that show performance on each item and item analysis summary reports at the campus, district, region, and state levels shall also be provided. All individual student results shall be packaged in report folders according to classroom or campus groups, as specified by the local district testing coordinator. Packaging shall be done in such a manner as to easily separate and distinguish different types of reports. All report folders shall be clearly labeled as to their contents. The contractor shall also be responsible for designing and providing standard reports for new assessments as implemented.

It is anticipated that the types of standard reports shall not change for the TELPAS program, although the appearance and contents are likely to change. For purposes of determining pricing, contractors shall use the reports currently provided as a guide.

173. Reports to TEA

The contractor shall provide files of student level assessment data and individual student responses in electronic format according to TEA specifications following each test administration. These files shall be the official record of the test administration and shall be used to verify the aggregated data. The data shall be formatted as fixed-width text files. The data files are to be provided to TEA as files transferred using secure FTP. For more details of the individual data currently provided, examples can be found on the TEA website. However, formats and data elements may change as required to comply with state or federal reporting categories. The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration. These reports may include the summary reports (standard and optional), but are not limited to these reports. Other individual and summary reports of statewide and regional data may be required. The reports are to be provided in PDF or other format as specified by TEA, and shall be transferred to TEA using secure FTP transmission. All statewide and regional reports shall be delivered to TEA after the end of each testing period by a date to be specified by TEA. The contractor shall

provide preliminary statewide reports and data files to TEA at the same time the results are sent to districts.

The contractor shall provide evidence of sufficient flexibility and resources to provide additional types of reports and analyses in other media and formats as required by TEA. These may include specialized reports containing multi-year district and campus data that shall be available online to the public in a format specified by TEA and that can be downloaded and printed.

174. Interpreting Results Guide

The contractor shall develop an interpretive guide section specific to TELPAS designed to assist school personnel in reading and interpreting the test results shown on the standard reports. The contractor shall write the text, generate sample reports, edit, and proofread the section. The contractor shall provide an electronic file in PDF to TEA for approval prior to delivering the section to the Program Integration contractor for incorporation in the Interpreting Results guide.

175. Explanation of Scores for Parents

The contractor shall annually revise, print, and distribute a series of grade-level appropriate brochures designed to explain TELPAS scores to parents. There is currently one brochure developed for each grade level that is produced in English and Spanish, and the brochures are sent to districts after each administration of the test. The contractor may offer suggestions for ways in which the number of individual brochures produced for the program can be reduced, such as by combining grade levels where feasible. Links to samples of the current TELPAS brochures can be found on the TEA website.

The contractor shall provide a brochure, either in English or Spanish, for the parent(s) or guardian of every student who tested. The brochures shall be printed in two colors and included with student results so that districts may send a brochure home with each student's results.

TEA is committed to providing information about students' testing results in a simplified, user-friendly format. The contractor(s) shall outline a plan to develop reports that provide meaningful information that can be easily understood by Texas's diverse population of parents. The reports shall clearly and simply explain the meaning of test results and student-progress measures without the use of educational or test jargon. Graphic or visual representations of test concepts and results are desirable. The proposal shall include prototypes of TELPAS parent reports.

176. Release of Tests

The contractor shall release all primary forms of TELPAS as well as answer keys, including reporting categories and student expectations according to the schedule established by the Texas Education Code and the Texas Administrative Code. Released tests shall be provided in an interactive online format only and shall be provided in a 508-compliant format to TEA for posting. The released tests shall not include any field-test items. The contractor shall be responsible for ensuring quality control for the tests to be posted online and for ensuring the accuracy of answer keys and scoring guides.

### **1.5.6 TAKS Administration, Scoring, and Reporting**

TAKS is an assessment designed to measure the extent to which a student has learned and is able to apply the knowledge and skills defined in the state-mandated curriculum standards, the Texas Essential Knowledge and Skills (TEKS). Every item on a TAKS content-area assessment is directly aligned to the TEKS for that content area. With the advent of the STAAR program in 2011–2012, TAKS began to be phased out. The class of 2014 represents the last official class to graduate under TAKS requirements. In the 2013–2014 school year, TAKS was administered only as an exit level retest in English language arts, mathematics, science, and social studies. For bidding

purposes, approximately 30,000 TAKS exit level retests were administered in April 2014. Passing rates for each TAKS administration average approximately 35–40%. Consequently, no further item or test development is needed for TAKS; activities conducted under this component shall consist only of administration, scoring, and reporting.

The highest technical quality shall be maintained in the production and administration of tests and in the reporting of test results. To this end, the contractor shall be cognizant of applicable sections of the standards for educational tests set by the American Psychological Association (APA), the American Educational Research Association (AERA), and the National Council on Measurement in Education (NCME); these are herein referenced as the APA standards. The contractor shall apply applicable APA standards to all aspects of the TAKS program and in the assignment of personnel to the project.

#### 177. Test Development

All TAKS exit level retests are based on a series of shelf tests that are used on a rotational basis. Five shelf tests have been built for mathematics, science, and social studies; and eight tests have been built for English language arts. TEA anticipates that these shelf tests will be sufficient for exit level retesting for the life of this contract; therefore, neither new item development nor new test development is required. Additionally, a transfer of the item bank from the current contractor to a new contractor is not necessary; the shelf tests shall be the only items transferred.

#### 178. Online Activities

Beginning in October 2014, TAKS will become an online administration with paper administrations provided rarely and only after TEA approval. The contractor shall provide a secure online platform that is compatible with Windows OS (Windows 7 and above) and Mac OS (10.4 and above). Compatibility with current Linux and Chrome operating systems is preferred. TEA is interested in pursuing the delivery of assessments on Apple IOS and Android tablets. Contractors interested in providing this as an optional service shall provide pricing and adequate details to enable TEA to evaluate the feasibility of the option.

A proposal shall include a management and methodology plan for the development and delivery of online testing and training activities. Processes for ensuring accuracy of production of online base tests shall be included. This plan shall include a requirements-gathering phase, joint planning and development of system specifications, progress checkpoints and reports for TEA approval, beta testing, user acceptance testing, quality assurance testing, security testing, disaster recovery, and technical support. The plan shall also include information on the test delivery system's environment, its capacity, and its capabilities. TEA shall approve changes to any software used for online testing prior to the changes being made. TEA also reserves the right to audit at any time all online delivery systems used to develop, administer, or report any activities associated with the TAKS program.

The contractor shall work with the agency and contractor for Program Integration to jointly evaluate districts' capacity for online testing systems, address how district infrastructures will be evaluated, and how software updates, operating system upgrades, and other technology advancements will be implemented. The Program Integration contractor shall maintain unified system requirements across all programs and shall be responsible for notifying districts of any planned upgrades or updates that would affect the ability for the districts to administer online tests or to access any contractor online products. Software updates shall be kept to a minimum during the school year and not occur during testing windows.

The proposal shall outline online activities designed to continue to fulfill and support the computer-based administration of TAKS exit level assessments. TAKS assessments shall maximize the use of technology while facilitating ease of use by examinees. The proposal shall describe appropriate testing tools such as the following:

- a. Split screen to keep a reading or writing passage visible while moving through the items
- b. Acceptable range of screen resolutions
- c. Subject-specific tools such as calculators, dictionaries, rulers, etc.
- d. Capability to mark an item for rechecking before finishing the test
- e. A visual indication of the items selected for review
- f. Notification if an examinee attempts to exit the test even though items are incomplete or marked for rechecking

Tutorials shall be included in the online delivery to allow examinees to learn how to use the online assessment system.

The proposal shall identify the process or method(s) used for the following procedures:

- a. Authorize and authenticate users including examinees, test administrators, and test coordinators plus any other designated district personnel proposed by the contractor
- b. Ensure examinee confidentiality during administrations
- c. Allow for examinees to exit assessments for breaks or emergencies and resume assessments with authorization from the test administrator
- d. Provide capability to reactivate an incomplete test as needed by TEA or the contractor
- e. Lock down the desktop to prevent other applications from being used during testing
- f. Allow districts to edit examinee information and turn on any allowable accommodation tools examinees are eligible to use
- g. Permit test administrators to monitor test progress for examinees
- h. Provide the ability to store encrypted test content locally to prevent network congestion and allow examinees to continue testing despite Internet outages

179. Test Booklet Specifications

Although TAKS will be administered in an online format beginning in October 2014, there will be limited occasions on which paper test booklets shall need to be provided. All test booklets shall be labeled with unique numerical codes in sequential order to assist with test booklet security and inventory control. Test booklets shall be designed and constructed to ensure durability. Test booklets contain multiple sections and each section shall be sealed separately. Contractors shall include samples of their proposed test booklets and seals, which shall consist of the same paper that shall be used in actual test booklets. Weight, opacity, and cost of the paper shall be included in the proposal. The proposal shall include a plan detailing the quality-control review process of printed booklets verifying that file transfers, pagination, and sequencing are correct, print quality is maintained, and booklets do not have smudges or missing or duplicate pages.

180. Test Booklet Quantities

For each TAKS exit level administration, the contractor shall be prepared to provide districts with paper versions of the test, as needed. TEA shall approve all requests to administer TAKS on paper. It is anticipated that requests for paper tests shall be very small. The contractor shall be prepared to receive approved orders, print, and distribute paper versions of the test. Test booklets shall be printed on recycled paper whenever possible. No paper answer documents will be available for TAKS. Examinees who test on paper shall have all their responses entered into the online system. The contractor shall also be responsible for providing, in each year of the contract, braille and large-print versions of all tests as necessary. Copies of braille tests shall be available in both contracted and uncontracted braille. The quality of the braille shall meet the standards established by the American Printing House for the Blind. Currently the large-print tests are produced by enlarging the entire test, including artwork, graphs, etc. Since the TAKS exit level retests are based on a series of shelf tests, the braille and large print versions of these shelf tests shall be transferred to the new contractor.

181. Administration Materials

A final production of the TAKS administration manual for the coordination and administration of this assessment program, *Directions for District Coordinators, Campus Coordinators, and Test Administrators*, occurred in fall 2014 and is accessible to districts online. The contractor will annually review the existing administration manual and be responsible for writing, developing, proofreading, and revising the manual as needed based on legislative or agency policy changes. The manual will be submitted to TEA for final review and approval. The proposal must provide a detailed plan for an annual review and updating of the manual as needed and include a plan to ensure both content and editorial expertise. If there are changes to the manual, the contractor must provide the TAKS administration manual in a 508-compliant format to TEA for posting. The contractor will not be required to print copies of the administration manual; it will be posted online only.

In rare circumstances, districts shall need to administer paper versions of the TAKS exit-level assessment. For these situations, the contractor shall provide a supplemental manual to guide districts in the coordination and administration of the paper test. As necessary, the contractor shall be responsible for writing, developing, proofreading, and revising the supplemental manual for paper administrations of TAKS. The manual shall be submitted to TEA for final review and approval. No paper answer documents shall be available for TAKS. Examinees who test on paper shall have all their responses entered into the online system.

182. Shipments of Test Administration Materials

For the small number of districts that shall be approved to administer TAKS exit level retests on paper, the contractor shall be responsible for shipping all test booklets to and from school districts, with test booklets for each campus packaged as a unit, if applicable. The contractor shall provide shipments of all test materials necessary to conduct a test administration.

Packaging and labeling of shipments shall be done in a clear and consistent manner with appropriate packing lists to ensure efficient and effective distribution. The boxes used shall be durable enough to ensure the safe and intact delivery and return of all materials. The testing program name and the toll-free telephone number of the contractor shall be stamped on the outside of each box. An email message shall be sent to the district testing coordinator in each district when test materials are shipped and shall include the date of the shipment, specific information about which materials are being shipped, the carrier's name, and any tracking number(s). The contractor shall also provide an online system for districts to track shipped materials, and the proposal shall provide the details of this system. An online system that allows districts to order additional materials and that ensures the delivery and receipt of these materials prior to test administration dates shall be established.

The contractor shall obtain a receipt(s) of delivery from school districts of all deliverables and maintain records of those receipts. The contractor shall include in this proposal a plan for a quality-control system to ensure timely and accurate delivery of all materials as well as provisions for correcting errors in shipping and handling.

183. Inventory Control

The proposal shall include specific procedures for ensuring inventory control not only in the delivery but in the return of secure materials. Inventory control includes ensuring that all test booklets assigned to each school district are returned within two weeks of the close of the testing window. The contractor must account for all district testing materials within two weeks of receipt and provide TEA with a preliminary report. Districts shall be notified of missing materials within 24 hours from completion of the district's inventory and will be provided one week to resolve missing materials. A final report of resolution will be provided to TEA no later than six weeks from the close of the testing window.

184. Precoding/Preloading Service

For each online administration, the contractor shall provide online examinee registration/preloading services to school districts. All student records shall indicate student identification, program, and demographic information. All examinees who have not yet passed a TAKS subject-area assessment shall be automatically uploaded prior to each administration. Districts shall have an opportunity to enter new examinees using the online registration tool. An example of the type of preloading specifications required can be found on the TEA website. There shall be no additional charge to school districts for these services. The contractor and TEA shall agree upon reasonable deadlines for districts to enter examinees online and create testing sessions. These deadlines shall be stated in the proposal. In addition, for each administration the contractor shall distribute specifications detailing the required information and its format to all school districts involved in testing.

The contractor shall be prepared to interact with school districts, regional education service centers, other contractors, TEA, or a combination of these parties in preloading student records to ensure that errors in district-supplied information is corrected before each test administration. The contractor shall ensure the confidentiality of all examinee information contained in the PEIMS file.

185. Test Administration Schedule

The calendar for test administrations for the 2014–2015 school year can be found on the TEA website. Calendars for the other school years that this project encompasses shall be provided to the contractor when available.

The contractor shall work closely with TEA to develop a testing event calendar for each administration. A calendar of relevant dates for coordination and administration shall be established, coordinated with the Master Production Schedule overseen by the contractor for Program Integration, and prepared for online posting by TEA. This calendar shall cover all relevant dates from the time districts receive materials until the time that reports of test results are delivered to local school boards and shall include all major milestones, such as training dates, receipt of materials, test administration dates, return of materials, and notification of results.

186. Production Schedule

The contractor shall produce a schedule that includes all the tasks/projects for the TAKS program. The TAKS production schedule shall be incorporated into the overall assessment program master schedule, which is the responsibility of the contractor for Program Integration. The contractor shall be responsible for all activities for test administration beginning September 1, 2015. The first major test administration for which the contractor shall be responsible is October 2015. The previous contract shall cover activities for all test administrations in the 2014–2015 school year. TEA shall work closely with the contractor selected under this RFP to ensure a successful transition between contracts.

187. Training

The contractor shall participate in an annual training of personnel from education service centers and the 25 largest districts in the state to provide updates on the student assessment program and specifics on test administrations for each school year covered by the terms of the contract. The contractor shall coordinate with the contractor responsible for Program Integration on the development and reproduction of TAKS materials for this training, if any are needed.

188. Out-of-School/Out-of-District Examinees

All out-of-school and out-of-district TAKS examinees must register in order to test. *Out-of-school* examinees are individuals who have not met the passing standard on the TAKS exit

level tests required for graduation yet have completed all other graduation requirements and are not currently enrolled in a Texas public high school. Most examinees taking the TAKS test will be out-of-school testers. *Out-of-district* examinees are enrolled students who are unable to test at their home district's designated test site. The contractor shall produce online registration forms for out-of-school/out-of-district examinees to use when registering to take the TAKS exit level assessments. The registration forms and instructions shall include access to a test-site directory. The directory shall include a list of test sites, test dates, and times that the contractor shall compile from information supplied by districts. This registration process shall be user-friendly and incorporate necessary safeguards to fully protect the confidentiality and privacy of users. If an examinee participates in an administration but fails to meet the passing standard on one or more of the tests, the registration system shall automatically register that examinee for the next exit level administration. The proposal shall describe this registration process and the safeguards that shall be incorporated into the system.

Out-of-school/out-of-district examinees will be required to register for the TAKS exit level assessments no later than three weeks before each administration. The contractor shall send each registrant an admission letter informing him or her of the date, time, and place of testing. The admission letter shall be provided to examinees no later than one week prior to testing and can be used by the registrant to obtain access to the testing site. The contractor shall provide one or more toll-free telephone numbers for assisting examinees in completing registration forms.

The contractor shall provide specific materials for out-of-school/out-of-district administrations to each test site that includes a roster of examinees registered for testing. The proposal shall also include a process for districts to register examinees on the day of testing to ensure appropriate dissemination of test scores. The contractor shall mail a copy of the out-of-school examinee's test results and an explanation of the results to each registered individual who tested. The contractor shall also send a copy of the results to the district from which the examinee is expected to receive a diploma based on the examinee's registration or the history file maintained by the contractor responsible for Program Integration. The contractor shall send out-of-district student results to the student's home district. The contractor shall provide adequate staff to respond to calls on the toll-free lines from parents, examinees, and school district personnel concerning out-of-school/out-of-district testing.

189. Assessment of Migrant Students

As permitted by statute, TEA, through the Texas Migrant Interstate Program (TMIP), allows other states to administer TAKS exit-level assessments to eligible students. Although test dates are expected to be the same as described on the Student Assessment Calendar, TEA does permit some flexibility and shall extend the testing schedule. The contractor shall be responsible for developing a test administration supplement, providing all test materials, and processing the results for these examinees. Migrant students may test either online or on paper. The number of eligible examinees is not estimated to be over 50 students per year.

190. System Capabilities

The contractor shall identify and explain the capabilities and capacities of the software and computer hardware to be used to score the examinee online records within the timelines required to meet the scheduled reporting dates. Included shall be the capacity to capture and score accurately items that are in a multiple-choice format and open-ended format for numerical responses. The ability to capture and report quality images of written compositions and open-ended reading responses shall also be described. The computer hardware and software used to produce the required standard reports shall be identified and their capabilities described. The contractor shall be prepared to respond promptly to requests for individual examinee results.

191. System Design

The contractor shall provide the system design for scoring and reporting within the timelines required to meet the scheduled reporting dates. A structural overview including a description of the system software shall be documented in the proposal. This overview shall contain sufficient detail to enable TEA to ascertain the programming capabilities of the contractor. This overview shall include but is not limited to edit specifications during scoring; file structure(s); data base management system(s); computer languages; and statistical analysis software (e.g., SAS or SPSS). The contractor shall provide evidence of the ability to provide reports with various levels of aggregation in paper, electronic, and web-based formats. The contractor shall also provide the numbers and qualifications of staff that shall be used to generate computer programs for data management and report generation.

192. Data File Requirements

The proposal shall provide for an identification system for keeping track of TAKS online test records and student response records. The proposal shall describe the database to be used and provide a plan for collection and management of data. Each online student record shall carry a unique reference number that shall be stored as part of the student response record. The online student record and resulting student record on the file shall also carry the PEIMS identification number of the examinee. The PEIMS identification number shall be entered either through the preloading process or at the time of testing. The current data file requirements can be found on the Student Assessment webpage.

Two types of student files shall be maintained by the TAKS contractor: a complete student response file for each test administration and a history file for all students who have participated in testing. The TAKS history file is a cumulative repository of individual test results for all examinees who have participated in testing. The history file shall include student identification and performance data specified by TEA as well as other information necessary for merging with files of any test administration in which the examinee participated. The history file typically contains, for each test given, identification information for the examinee (including but not limited to name, PEIMS identification number, and date of birth) and test results (including but not limited to test score, passing status, and test administration date). The history file shall also allow previous TAKS administrations to be tracked for individual examinees and for cumulative information related to graduation requirements to be easily extracted. The TAKS history file shall be compatible with files developed under previous contracts and with files developed under the terms of this RFP.

The TAKS history file shall be well documented and usable for generating data sets and reports by authorized TEA employees for multiple purposes, i.e., tracking the test performance of cohorts of examinees across the state. Existing history files and systems may need restructuring in order to meet this requirement, which shall be accomplished under TEA direction. A copy of each administration file shall be provided to TEA as part of the reporting process, and a copy is to be retained by the contractor for the duration of the contract. The current format for the state can be found on the TEA website.

After each administration the contractor shall provide a system to resolve discrepancies and mismatches in student identification numbers. The contractor shall ensure that changes to student identification information for a given test administration shall be reflected in the history file for all prior test administrations for that examinee. For example, if the name is corrected after an administration of a TAKS test, the name change shall be made for the same examinee in the history file for all other assessments in which the examinee participated. The contractor shall describe the system to be used for tracking record changes.

After resolution of identification number discrepancies, the contractor shall provide districts, upon request, with updated confidential student reports and labels. The contractor shall also provide the Program Integration contractor with an updated data file to be merged or uploaded with other student test history files. The proposal shall include a description of the necessary safeguards to maintain security and confidentiality over the Internet and the method by which

coordination between contractors shall be assured so that files are transferred securely and in compatible formats.

193. Testing Numbers and Data History Requirements for Exit Level Retesters

The contractor shall maintain a file of student performance for all individuals testing, which shall include testing numbers, testing data, and any additional identifying information specified by TEA. The contractor shall provide TEA with a copy of the files in an electronic format specified by TEA (e.g., secure server). The contractor shall provide in a timely manner, as specified in the Program Schedule, all assessment files to the Program Integration contractor.

194. Answer Keys

The contractor shall supply TEA with a final computer-generated "blueprint" listing of the answer keys used for scoring each TAKS test administered. The proposal shall detail the process to be used for generating and verifying all answer keys.

195. Accuracy Verification

The proposal shall describe in detail the accuracy verification process to be used for achieving quality control of the reporting process. This description shall include any internal quality-control processes that shall be used to ensure accuracy of the reports. This process shall include but is not limited to the procedures described in this section. In addition, the contractor shall describe any internal quality-control systems that shall be used to further ensure the accuracy of the reports.

Due to the critical nature of the reporting process, the contractor shall describe in specific detail, as required by the Risk Mitigation and Business Continuity Planning provision of this RFP, any internal system or software used to ensure reporting accuracy. This description shall include but is not limited to a statement of guiding principles and policies associated with any internal quality-control processes that shall be used to ensure accuracy of materials and reporting instruments, a quality-control process flow chart, a change-control process flow chart, and an issues tracking-and-resolution process flow chart. Each chart shall delineate automated and hand-process functions.

- a. For each test administration the contractor shall provide a quality-control schedule of tasks and required resources four months prior to testing.
- b. For each test the contractor shall print and deliver to TEA a set of reports generated from a set of "test batch" online student records from three simulated school districts. These records shall be completed by agency staff prior to each administration, then processed and scored as if from actual districts. The test records shall reflect a comprehensive set of specific student response patterns, which shall permit accuracy verification of all aspects of the preloading, test registration, processing, scoring, and reporting systems. Specifically, these "test batches" shall allow TEA to verify the accuracy of editing procedures (as detailed in editing specifications for each grade and assessment program) as well as the accuracy of preloading, scoring, passing status determination, scaling, and demographics assignment procedures. The accuracy of aggregation and reporting (printing and delivery) procedures for identification data, demographics, test performance measures, and objective performance measures shall be verified by TEA. A dummy scale can be used to generate scale scores for this initial report verification.

An electronic, scored student file for the simulated school districts shall be delivered to TEA no later than 14 days prior to the date that actual scoring is to begin. Any errors found by TEA or the contractor shall be corrected. Reports generated using the corrected student file scored with dummy scales shall be sent to TEA for verification.

- c. A second electronically scored student file for the simulated districts shall be delivered to TEA after post-test equating and the development of the actual scale(s). Any errors found shall be corrected. After verification of this file, a second set of reports shall be delivered to TEA. This set shall be delivered to TEA no fewer than 10 days prior to final district report printing. Corrected copies of any reports found to be in error shall be provided by the contractor. TEA reserves the right to alter this schedule as needed.

TEA approval for the distribution of reports to all school districts shall be given only after the accuracy of a complete set of reports has been verified.

- d. A third "in-stream" complete set of the approved reports (in folders and packaged with all associated materials as would be shipped to an actual school district) for the simulated districts shall be delivered to TEA as part of the regular shipment of reports to the districts. This step shall provide a final check on the accuracy of the entire process.
- e. Prior to each administration, district coordinator packets and all testing materials for the simulated districts shall be delivered to TEA as part of the regular district coordinator packet and materials distribution.
- f. Finally, a report listing and describing in detail all problems and errors that occurred in the accuracy verification process shall be delivered to TEA within two weeks after the summary reports for each administration have been delivered to school districts.

196. Scoring of Performance Components: Compositions and Open-Ended Reading Responses

Three TAKS exit level English language arts (ELA) retests are administered during each year's testing cycle. For each of these retests, the contractor shall be responsible for scoring one written composition and three open-ended reading responses. These performance components shall be evaluated using a focused holistic scoring system. The system is focused in that readers use a set of specific criteria at each score point to identify characteristics of a composition or response. At the same time, this system is holistic in that the evaluation is based on the composition or response as a whole. The scoring of compositions represents a summative evaluation of students' writing proficiency. In contrast, the scoring of open-ended reading responses represents a summative evaluation of the quality of the content of students' answers to specific questions about one or more reading selections. The contractor shall be required to use the TAKS writing and open-ended reading rubrics; these can be found on the TEA website.

Specific Requirements for the Scoring of Performance Components

- a. The contractor shall outline the scoring approach that shall be used, including whether scoring shall be accomplished using specific scoring sites or whether sites shall be used in combination with distributive scoring. The scoring approach outlined shall include the number and location of scoring sites; the degree to which distributive scoring would be used; the roles and responsibilities of scoring personnel; the training of scoring directors, supervisors, and readers; the procedures that would be used to ensure accurate, reliable, and timely scoring throughout the process; and the methods by which scoring problems or issues would be resolved. The contractor shall propose a procedure for collecting performance statistics on each reader on a daily basis.
- b. The scoring plan shall include at least one senior project manager, two scoring directors (one for writing and one for open-ended reading), one analytics coordinator, and a sufficient number of qualified scoring supervisors and readers to ensure accurate, reliable scoring within a timeline specified by TEA. Senior project staff, scoring directors, and the analytics coordinator shall have a college degree in English, journalism, education, or a related field; previous scoring experience; and a background in writing evaluation. These individuals shall be named in the proposal and approved by TEA. For bidding purposes, approximately 6,000 students took the TAKS exit level ELA retest in

April 2014. Passing rates for each TAKS administration average approximately 35–40%; therefore, it is anticipated that fewer than 1,000 students will still need to take the ELA retest in October 2015.

- c. The proposal shall outline a plan for training scoring supervisors and readers on compositions that are particularly “high” or “low” within each score point (responses that are “close” to the 1/2 line, the 2/3 line, or the 3/4 line). Since shelf tests are being used for TAKS ELA retests, the contractor shall use training materials that have previously been developed. These materials are delivered in training modules, which include scoring guides, training sets, and qualifying sets.
- d. The contractor shall identify compositions and open-ended reading responses to be used to ensure reliability during scoring. These activities require the contractor to consult with and obtain approval from TEA. These activities require the contractor be able to track the daily progress of scoring activities during the course of the scoring project.
- e. The contractor shall propose a plan to identify compositions and short answer reading responses to be used to ensure that scoring is accurate and reliable during scoring. TEA shall approve all compositions and short answer responses before they can be used in this quality-control activity. This plan shall outline the process that the contractor shall use to track the daily progress of scoring activities during the course of the scoring project.
- f. All compositions and open-ended reading responses shall receive at least two independent readings. The current scoring model requires exact agreement between the two readers. In cases in which the scores from the two readings do not match, the composition or response shall be scored independently by a third reader. The contractor shall determine the specific qualifications needed by an individual to perform third readings. In the event that the third reader’s score does not agree with either of the first two readers’ scores, the response shall be scored by the scoring director or project manager. The contractor shall maintain an average interrater reliability of 70 percent or higher after two readings and an interrater reliability of 98 percent or higher after three readings.
- g. The contractor shall outline a plan for identifying compositions in which the examinee is writing about a topic that requires attention (e.g., expresses suicidal thoughts, identifies explicit abuse, or threatens violence). This plan shall include the submission of a copy of all such compositions to TEA. The proposal shall include the safeguards that the contractor shall implement to ensure appropriate identification of the examinee who wrote the composition in questions.
- h. The contractor shall outline a plan to integrate image-scoring technology into its scoring services. This integration shall include but is not limited to the scanning of compositions/responses, the conversion of compositions/responses into digitized images, the method by which these images would be routed to computer workstations for training and scoring, and the quality-control procedures that would be used to ensure accurate and reliable scoring throughout the project. The proposal shall detail the types of reports that TEA would be able to access to track the daily progress of scoring activities during the course of the scoring project.
- i. The contractor shall score analytically all compositions that receive ratings of 1 (ineffective) or 0 (nonscorable).

197. Reporting

The contractor shall design a reporting system to provide accurate reports to TEA, education service centers, districts, and schools on a schedule established by TEA in order to meet mandatory reporting requirements. Reporting dates for the 2014–2015 school year are

included in the 2014–2015 testing calendar, which can be found on the TEA website. It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available as hard-copy (paper) and as downloadable PDF files from a secure website. The contractor shall document the organizational capacity and resources to manage the reporting required by the TAKS program.

198. Standard Reports

The contractor shall design reporting programs and reporting systems to provide districts with a set of standard reports. All standard reports shall be available in hardcopy (paper) format and in downloadable format from a secure website. Standard reports are reports that are provided automatically to all districts at no additional charge. Examples of types of standard reports can be found on the TEA website. It is anticipated that the types of standard reports shall not change for the TAKS program. For purposes of determining pricing, contractors shall use the reports currently provided as a guide.

199. Reports to TEA

The contractor shall provide files of student level assessment data and individual student responses in electronic format according to TEA specifications following each test administration. These files shall be the official record of the test administration and shall be used to verify the aggregated data. The data shall be formatted as fixed-width text files. The data files are to be provided to TEA as files transferred using FTP. For more details of the individual data currently provided, examples can be found on the TEA website. However, formats and data elements may change as required.

The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration. The reports are to be provided in PDF or other format as specified by TEA, and shall be transferred to TEA using FTP transmission. All statewide and regional reports shall be delivered to TEA after the end of each testing period by a date to be specified by TEA. The contractor shall provide preliminary statewide reports and data files to TEA at the same time the results are sent to districts. The contractor shall provide evidence of sufficient flexibility and resources to provide additional types of reports and analyses in other media and formats as required by TEA. These may include specialized reports containing multi-year district and campus data that shall be available online to the public in a format specified by TEA and that can be downloaded and printed.

## SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

### 2.1 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION – ALL PROPOSALS MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING & CONTRACTS BEFORE:

**Wednesday, December 17, 2014 - 2:00 P.M., Central Time (CT)**

Proposals must be submitted in a sealed envelope (or box as appropriate) with the proposer's name, RFP number, and closing date prominently visible on the envelope/package. If multiple envelopes/boxes are used, the proposer should indicate on the package "*specific item # of total # of items.*"

Facsimile transmissions (FAX) of proposals will not be accepted under any circumstances. Proposers must sign the "Execution of Offer, Affirmation of Contract General Provisions, and Proposal Preferences" instrument (Attachment B). By signing, the Proposer or the Proposer's legally authorized agent affirms that the all statements within the proposal are true and correct. Discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contracts and Proposer shall also be removed from all proposer lists maintained by the state of Texas.

#### 2.1.1 Receipt of Proposals

To be eligible to be considered for funding, proposals must be received in the TEA's Purchasing, Contracts, and Agency Services Office (PCAS) **before Wednesday, December 17, 2014, 2:00 P.M. (Central Time)** as specified in the Request for Proposal. In establishing the time and date of receipt, the Commissioner of Education will rely solely on the time/date stamp of the Purchasing, Contracts and Agency Services Office .

##### **Method of Submittal**

Regardless of the method of submitting the proposal—United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service— **Without Exception, the proposal must be received in the agency's Purchasing & Contracts Division before 2:00 P.M. (CT) one the closing date in order to be considered.**

**Note:** TEA WILL NOT accept a USPS postmark and/or round validation stamp, mail receipt with the date of mailing stamped by the USPS, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of receipt of any proposal. Proposers are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of a proposal after the deadline time and date established in this RFP.

#### 2.1.2 Purchasing, Contracts and Agency Services (PCAS) Office

TEA's PCAS Office is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding holidays. Without Exception, proposals will not be considered if received in PCAS after 2:00 P.M. (CT) on the closing date. PCAS is located on the 2nd floor of the William B. Travis Bldg., 1701 N. Congress (at 17<sup>th</sup> St. and N. Congress, two blocks north of the Capitol) in Rm. 2-125, Austin, TX 78701-1494. Please note that all TEA visitors must register with the TEA Receptionist Desk and receive a visitors badge to visit any area of the agency. In addition, all visitors must be escorted by a TEA employee to the respective area. Be sure to incorporate time for parking and the reception desk when delivering proposals in person. The mailing address is:

**Purchasing, Contracts and Agency Services Office, Room 2-125  
Texas Education Agency  
William B. Travis Building  
1701 North Congress Avenue  
Austin, Texas 78701-1494**

### 2.1.3 Number of Copies of Proposal

**Thirty (30) copies of the proposal must be submitted.** The required number of copies of the proposal must be received in the TEA Purchasing, Contracts, & Agency Services Office before 2:00 P.M. (CT) on the established deadline date. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration. Photocopying is not available at TEA.

Additions or replacements to the proposal will not be accepted after the closing date for receiving the proposal in the Purchasing, Contracts, and Agency Services Office of the Texas Education Agency.

### 2.1.4 Intent to Submit Proposal

All prospective proposers should notify the Texas Education Agency in writing of their intent to submit a proposal (Attachment A) **by October 17, 2014**, to the TEA Purchasing and Contracts Division via email to [Norma.Barrera@tea.state.tx.us](mailto:Norma.Barrera@tea.state.tx.us) or by FAX (512) 475-1706. Failure to notify the Agency of the intent to submit a proposal will not disqualify the proposer from submitting a proposal.

## 2.2 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

| DATE                            | EVENT   |
|---------------------------------|---|
| Friday, September 26, 2014      | Publication of Request for Proposals in the electronic state business daily at <a href="http://esbd.cpa.state.tx.us/">http://esbd.cpa.state.tx.us/</a>  |
| Friday, October 17, 2014        | Notice of Intent to submit a proposal is due in the TEA PCAS Office at the following email: <a href="mailto:TEAContracts@tea.state.tx.us">TEAContracts@tea.state.tx.us</a> . Due by 5:00 P.M. |
| Monday, October 20, 2014        | Proposer's Conference, will be held at 1:00 P.M. to 5:00 P.M. CT at the William B. Travis State Office Building, 1701 North Congress Ave., Austin, TX 78701, Room 1-100.                      |
| Friday, November 14, 2014       | Last day to submit written questions about the RFP to TEA, no later than 5:00 P.M., CT  |
| Wednesday, December 17, 2014    | Proposal is due in the Purchasing & Contracts Office before 2:00 P.M., CT   |
| December 17 – February 27, 2015 | Evaluation process, oral presentations, and /or negotiations  |
| Friday, March 13, 2015          | Selection of Proposer(s)  |
| April 1 – August 31, 2015       | Contract Transition period  |
| August 31, 2019                 | Ending date of contract   |

## 2.3 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

Any person wishing to obtain clarifying information about this Request for Proposal may contact:

Norma Barrera

[TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us)

### 2.3.1 Proposer's Conference

The purpose of this conference will be to discuss the requirements of the RFP, provide an overview of the student assessment program, work to be performed under the contract, HUB requirements and address any other unanswered questions. The conference is for information purposes only. The Proposer's Conference will be on **Monday, October 20, 2014**, from 1:00 P.M. until 5:00 P.M. (CT) in Rm. 1-100 of the William B Travis Building, 1701 North Congress Ave, Austin, TX. TEA strongly recommends, but does not require, attendance at the Proposal Conference. Any proposer considering subcontracting will benefit from the information regarding HUB Subcontracting Plan instructions and reporting requirements.

The conference will be open to all potential proposers and potential subcontractors. Questions asked and answered will be in the presence of all attending. Each person attending will be required to sign a register setting out the representative's name, the firm or organization represented, and their email. Any answers furnished will not be official until verified in writing by TEA. The Q&A and conference attendee list will be posted to electronic state business daily at <http://esbd.cpa.state.tx.us/> and available to the public. Written questions may be submitted following the conference and answers will be de-identified and posted to ESDB through November 14, 2014.

### **2.3.2 Requests for Additional Information**

In order to ensure order to assure that no prospective proposer may obtain a competitive advantage because of acquisition of information unknown to other prospective proposers, any additional information, that is different from or in addition to, information provided in the Request for Proposal or at the Proposer's Conference will be provided only in response to written inquiries. Copies of all such inquiries and the written answers will be posted as an addendum to the Request for Proposal at the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>. The proposer's failure to periodically check the ESDB will in no way release the selected contractor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFP. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

If proposers do not have Internet access, copies may be obtained through the point of contact listed in this RFP. Upon publication of this RFP, besides written inquiries as described above, employees and representatives of TEA will not answer questions or otherwise discuss the contents of the RFP with any potential proposer or their representatives. If a potential contractor fails to observe this restriction, that contractor's response to this RFP may be disqualified. This restriction does not preclude discussions for the purpose of conducting business unrelated to this RFP.

TEA will not be bound by any communication with Proposers other than the written addenda issued by the Agency.

## **2.4 STANDARD PROPOSAL REQUIREMENTS**

- A. Proposals that address only part of the requirements contained in this Request for Proposal may be considered non-responsive.
- B. Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof including the submitted cost proposals/budget.
- C. Texas Education Agency reserves the right to select the proposal based on the best value to the state of Texas and the agency. The proposer shall furnish additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted. Failure to provide the requested material or information may disqualify the proposal.
- D. The Contractor must work with the Agency staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.

## **2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

The TEA will not be liable for any costs incurred in the preparation and submittal of a proposal.

## **2.6 DISCLOSURE OF PROPOSAL CONTENT**

After contract award, proposals are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Proposers must indicate on their proposal cover if their submission contains proprietary information. It is recommended that a proposer identify the specific sections within the proposal that it considers proprietary.

## **2.7 HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN (HSP)**

It is the policy of the TEA to promote and encourage contracting and subcontracting opportunities for HUBs in all contracts. Accordingly, TEA has adopted the Policy on Utilization of HUBs. If the TEA

determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the Proposal.

**Statement of Probability** – TEA has determined that subcontracting opportunities are probable in connection with this procurement. Therefore, ALL proposers must submit the HSP as a part of the response. Proposers shall develop and administer the HSP as a part of the respondent's Proposal in accordance with the TEA Policy on Utilization of HUB and state law. Proposer must make a good faith effort and solicit a minimum of three (3) Texas certified historically underutilized businesses from the state's Centralized Master Bidders List (CMBL) that they cannot complete with their own staff and resources. Proposers must also notify minority or women trade organizations or development centers of subcontracting opportunities. Additional requirements are listed in the HSP (Attachment C). All Proposers are required to submit a HUB Subcontracting Plan (HSP) for this RFP.

- If the Proposer is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors.
- If the Proposer (HUB or non-HUB) is not subcontracting any portion of the work, the Self Performance portion of the HSP must be completed and returned with the proposal response.

The HUB Subcontracting goal for this procurement is **24.6%** minority and/or woman-owned business participation. In the event proposals have equal scores, the proposal with the highest percentage of HUB subcontracting will be awarded the contract.

The HSP will be incorporated into the contract between the TEA and the selected Contractor. Contractors are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, a proposer's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HUB subcontracting plan constitutes a good faith effort for the particular area to be subcontracted with the protégé.

Proposals that are required to submit a HSP and fail to submit the HSP will be rejected for non-compliance with the advertised contract specifications.

The Contractor awarded the contract will be responsible for maintaining business records documenting compliance with HUB Program requirements. "Subcontractor" means a person who contracts with a contractor to work, to supply commodities, or contribute toward completing work for a governmental entity. The selected Contractor shall also report all subcontractors including 2<sup>nd</sup> and 3<sup>rd</sup> Tier subcontracting in the monthly Progress Assessments Report (PAR). PAR's are due no later than the 12<sup>th</sup> day of the following month. The PAR is required to be submitted monthly, even if no payments occurred for the month. Reports shall be submitted electronically to the [HUBOffice@tea.state.tx.us](mailto:HUBOffice@tea.state.tx.us).

### **2.7.1 How to Find Texas Certified HUBs for Subcontracting Opportunities**

Use the Comptroller's Centralized Master Bidders List (CMBL) / HUB Directory (make sure to check both "HUBs on the CMBL" and "HUBs only" or use "All Proposers").

1. <https://mycpa.cpa.state.tx.us/tpasscmbllsearch/index.jsp>
2. Search: ● [HUBs On CMBL](#)
3. Selection 1:

Class Code: 915 – Communications and Media Related Services  
Item # 48 – Graphic Arts Services (Not Printing)

Class Code 918 – Consulting  
Item # 12 - Analytical Studies and Surveys  
# 38 - Educational

Class Code 920 – Computer Programming and Software  
Item # 40 - Programming  
45 - Software Maintenance

## 48 - Data Media Storage

- Class Code 924 – Educational Services  
Item # 05 - Educational Advisory  
16 - Course Development  
18 - Alternative Educational  
20 - Examination and Testing  
25 - For Credit Classes
- Class Code 961– Miscellaneous Services  
Item # 61 - Translation  
72 - Transcription  
82 - Transportation  
90 - Writing
- Class Code 962 – Miscellaneous Services  
Item # 64 - Packaging & Wrapping  
86 - Transportation of Goods
- Class Code 965 – Printing Preparations  
Item # 15 - Artwork, Camera Ready  
46 - Graphic Design Services for Printing
- Class Code 966 – Printing and Typesetting Services  
Item # 36 - Forms  
59 - Offset Printing on Large or Web Press  
70 - Optical Scanning Forms  
76 - Print & Distribute on Demand
- Class Code 785 – School Equipment, Teaching Aids  
Item # 90 - Test and Test Scoring Devices: Achievement
- Class Code 971 – Real Property Rental or Lease  
Item # 70 – Storage Space Rental or Lease

#### 4. Click **Submit Search**

Proposers who are certified as a HUB with the State of Texas are encouraged to submit a proposal for the services requested in this RFP.

## 2.8 CONFLICT OF INTEREST

A proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Proposer's response to this RFP must disclose all business interest and all relationships (i.e. previous employment, personal relationships etc.) that could be considered to pose possible conflicts of interest in the proposer's performance of contract obligations. In addition, Proposers must represent and warrant in its response to this RFP and in the contract that in the performance of services under the contract, (1) proposer does not have and will not have any actual, perceived or potential conflict of interest, and (2) proposer will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

Pursuant to Section 2252.901 of the Texas Government Code, Proposer shall make full disclosure of former employee/retiree of TEA or the intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Proposer for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

**SECTION THREE PROPOSAL FORMAT AND CONTENT**

**3.1 PROPOSAL FORMAT AND CONTENT**

Proposals must be written entirely on 8 ½” X 11” white paper and must be limited to 500 pages not including appendices and attachments. Proposals should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

**3.1.1 Proposal Cover Page**

Proposals should include a cover page, which clearly states the name of the firm or organization and the name, position, and telephone number of the Proposer’s Project Administrator who may be contacted regarding the proposal (Attachment D).

**3.1.2 Response Checklist**

This checklist is to assist Proposers in ensuring that all information is included in their response. Proposers must refer to the appropriate section of the RFP for detailed information on the following:

|                          |  |                         |
|--------------------------|--|-------------------------|
| <input type="checkbox"/> | RFP Cover Sheet  | Sec. 3.1.1/Attachment D |
| <input type="checkbox"/> | Understanding of the Project and Methodology   | Sec. 3.2                |
| <input type="checkbox"/> | Management Plan  | Sec. 3.3                |
| <input type="checkbox"/> | Task Activity Plan   | Sec. 3.4/Attachment F   |
| <input type="checkbox"/> | Cost Proposal (separate file from the technical  | Sec. 3.5/Attachment E   |
| <input type="checkbox"/> | Proposer’s Financial Responsibility  | Sec. 3.6                |
| <input type="checkbox"/> | Signed Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences | Attachment B            |
| <input type="checkbox"/> | HUB Subcontracting Plan (HSP)  | Attachment C            |

**3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY**

The proposal must communicate an understanding of prior studies and research in the areas of the project, describe the tasks to be performed, and identify potential problems in the conduct of the project and methods to identify and solve such problems.

The Proposer must describe clearly, specifically, and as completely as possible, the methodology for carrying out the objectives and requirements of the project as described in this RFP. (If applicable, the proposer must also describe the training program, staff development, and curriculum design.)

The proposal must describe the project design, project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in the Request for Proposal. Technical evidence relating to the proposer’s ability to perform the proposed services must be appended to the proposal.

Contractor(s) will be held accountable for performance through a detailed contract written monitoring plan.

Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

### 3.3 MANAGEMENT PLAN FOR THE PROJECT

The Proposer must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFP and to produce the specified product or service on time. To provide information on qualifications to accomplish the described tasks, proposers must include in this section the following information:

- Structure of the organization
- Indications of the ability to perform the tasks described in section 1.5
- Evidence that the Proposer has experience through working on similar projects
- Three (3) current references that include the name of the Agency or entities, the nature of the project, kinds of activities that were performed by the proposer must be described, and the name and phone number of a contact person from each employing agency/entity must be provided. Names given as references will not affect the scoring. In addition, no employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal, but not in the proposal. If the proposer plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.
- Name of the Respondent's Project Manager who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each phase of the contract, and the time allocations that the personnel described will devote to fulfillment of the contract. Proposers must also identify the next level of authority within the organization to escalate issues throughout the term of the contract. The information will be required during the contract kick-off meeting. (Resumes of all project staff members shall be submitted as an appendix.) If the resumes include references, the references will not be considered in the review.

### 3.4 TASK/ACTIVITY PLAN

Proposer must plan for a transition period (upon award through August 31, 2015) and the project starting date of **September 1, 2015, and an ending date of August 31, 2019** if selected as the contractor. The proposer must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Proposer's should also include a tasks/activity plan and budget for the renewal period of 9/1/2019 to 8/31/2020. Failure to meet this condition shall result in disqualification of proposal and the proposal shall receive no further consideration.

### 3.5 COST PROPOSAL

The Proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in the task/activity plan (Attachment E, Suggested Format for Budget Summary and Expenditure Report). It is recommended that budget detail be submitted in Excel compatible or Excel format. The Cost Proposal shall be submitted as a separate file.

Objects of expenditure used in the budget summary may vary depending on the project. Costs must be justified in terms of activities and objects of expenditure and must be reasonable (i.e., consistent with current market price) and necessary to accomplish the objectives of the project. The budget must evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish project objectives and activities. Services to be purchased from other agencies, subcontractors, including any amounts subcontracted to HUBs, consultants, and others must be specified.

This section of the proposal must also contain a proposed Schedule of Task Completion (Attachment F) which ensures completion of tasks and the delivery of products by specified dates. Payment will

be made upon satisfactory performance of services, receipt by the Texas Education Agency of specified deliverables, and receipt of properly prepared and certified invoices/expenditure reports.

Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

### **3.6 PROPOSER'S FINANCIAL RESPONSIBILITY**

All private sector companies, individuals, or non-profit organizations are required to submit with their technical proposal indicators of financial stability. For example:

- a. Private companies must submit their most recent audited financial statement or a certified public accountant-compiled financial report;
- b. Nonprofits must submit an audited financial statement, a certified public accountant-compiled financial report, or similar document; and
- c. Individuals must submit those documents which depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from proposers or suppliers.

Failure to meet this condition shall result in disqualification.

Nonprofit organizations may also be required to submit proof of nonprofit status. A proposer may show that it is a nonprofit organization by any of the following means:

- a. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- b. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;
- c. A certified copy of the proposer's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the proposer; or
- d. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

## SECTION FOUR REVIEW OF PROPOSALS

### 4.1 REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt of the proposals. The Proposers receiving the most favorable ratings during the first round of selection will be asked to send a representative to Austin, Texas, at a time and place to be arranged for oral presentation of proposals. Proposals will be rated again following oral presentations. The evaluation team shall consist of TEA staff knowledgeable in the content area, and may also include reviewers from outside the Agency with expertise in the area. The TEA negotiation team will consist of agency staff that represent various key divisions. The recommendations of the review panel will be assembled and presented to senior executive agency staff who will:

1. approve the proposal in whole or in part;
2. disapprove the proposal; or
3. defer action on the proposal for such reasons as a requirement for further evaluation.

By law, the Agency may not disclose any information until a contract is executed by both parties. Upon contract award, TEA will post the contract award notice to the Electronic State Business Daily (ESBD) at: <http://esbd.cpa.state.tx.us/>. Additional copies of proposals **not selected for funding** will be destroyed in accordance with the agency-approved records retention policy.

### 4.2 PAST PERFORMANCE

Past Performance refers to a contractor's performance on current and completed contracts. Past Performance describes how well a contractor executed what was promised in a proposal. With this in consideration, each contractor shall provide past performance information for similar tasks required by this RFP. Specifically the following information shall be submitted with your proposal:

1. list of previous contracts
2. list of task and outcomes
3. a point of contact with name, phone number and email for each contract listed
4. total dollar value of each contract
5. any other information you wish TEA to consider.

**Claims/Damages for Non-performance:** Each contractor shall identify all claims or damages paid for non-performance made against it or any of its subcontractors during the most recent five (5) year period. For each occurrence the contractor shall provide a detailed description of claims/damages, amount of damages for each incident, and all preventive actions taken to prevent reoccurrence. A point of contact with name, phone number and email is required for each occurrence.

**Note:** TEA may use any information obtained from any source in evaluating a contractor's past performance. TEA will notify contractors if any information is obtained that could have any bearing on a decision of responsibility. TEA will allow the contractor to make a statement to clarify any information that may have a bearing on a decision of responsibility.

### 4.3 SELECTION CRITERIA

Proposals will be selected based on the ability of each Proposer to carry out all of the requirements contained in this Request for Proposal. A proposer who is in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. TEA will base its selection on, among other things, demonstrated competence, qualifications of the proposer, past contractor performance, and the proposed budget/cost. All state agencies report unsatisfactory contractor performance on purchases over \$25,000. Agencies report satisfactory and exceptional contractor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, contractor performance may be used as a factor in future contract awards.

Following are the criteria and the total number of points of each portion of the RFP that will be applied when making awards to several contractors or selecting a single contractor. Proposes that choose to respond to the Request for Proposal in its entirety will be evaluated on each component separately.

NOTE: TEA is interested in operational efficiencies that make the best possible use of resources by reducing expense and unnecessary effort. Proposals that address multiple components of the RFP will also be evaluated on a contractor's ability to demonstrate cost savings and efficiencies in fulfilling the overall scope of work for all components bid. Budget information related to specific components of the program should be provided in sufficient detail for TEA to determine the cost differential between pricing the RFP by each of the separate components bid versus consolidated pricing from a proposer for all components bid. Detail must be provided to explain how cost reductions were determined.

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.1 AND AT LEAST ONE OTHER COMPONENT IN THIS RFP</b>  |                                 |
|--|---------------------------------|
| <b>Program Integration</b><br><u>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 16-31</u>   | <b>POSSIBLE POINTS</b><br>(100) |
| <b>A. Quality of Technical Component</b> <ol style="list-style-type: none"> <li>1. Clear description of details for carrying out project</li> <li>2. Understanding of prior studies and research</li> <li>3. Adequacy and appropriateness of project design</li> <li>4. Clear description of innovative, creative approaches to accomplishing program goals and legislative requirements</li> </ol>                      | 30                              |
| <b>B. Quality of Management Component</b> <ol style="list-style-type: none"> <li>1. Evidence of capability to manage project</li> <li>2. Experience of organization, including past performance on similar contracts</li> <li>3. Personnel qualifications</li> <li>4. Description of plans for ensuring integration of activities across multiple vendors</li> </ol>   | 20                              |
| <b>C. Quality of Task/Activity Plan</b> <ol style="list-style-type: none"> <li>1. Logical and appropriate time frames</li> <li>2. Activities described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products</li> <li>3. Task lists aligned with specific budget items</li> <li>4. Sample budgets provided that demonstrate links with task lists and invoices</li> </ol> | 20                              |
| <b>D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project</b> <ol style="list-style-type: none"> <li>1. Best value demonstrated by proposer</li> <li>2. Options presented and priced separately to allow Agency flexibility to negotiate specific aspects of the proposal</li> </ol>  | 30                              |
| <b>TOTAL</b>   | <b>100 points</b>               |

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.2 ONLY</b>  |                                 |
|--|---------------------------------|
| <b>STAAR Item and Test Development, Administration, Scoring, and Reporting for Grades 3–8 Assessments</b>  | <b>POSSIBLE POINTS</b><br>(100) |
| <b>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 32-71</b>   |                                 |
| <b>A. Quality of Technical Component</b> <ol style="list-style-type: none"> <li>1. Clear description of details for carrying out project</li> <li>2. Understanding of prior studies and research</li> <li>3. Adequacy and appropriateness of project design</li> <li>4. Clear description of innovative, creative approaches to accomplishing program goals and legislative requirements</li> </ol>                      | 30                              |
| <b>B. Quality of Management Component</b> <ol style="list-style-type: none"> <li>1. Evidence of capability to manage project</li> <li>2. Experience of organization, including past performance on similar contracts</li> <li>3. Personnel qualifications</li> <li>4. Description of plans for ensuring integration of activities across multiple vendors</li> </ol>   | 20                              |
| <b>C. Quality of Task/Activity Plan</b> <ol style="list-style-type: none"> <li>1. Logical and appropriate time frames</li> <li>2. Activities described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products</li> <li>3. Task lists aligned with specific budget items</li> <li>4. Sample budgets provided that demonstrate links with task lists and invoices</li> </ol> | 20                              |
| <b>D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project</b> <ol style="list-style-type: none"> <li>1. Best value demonstrated by proposer</li> <li>2. Options presented and priced separately to allow Agency flexibility to negotiate specific aspects of the proposal</li> </ol>  | 30                              |
| <b>TOTAL</b>   | <b>100 points</b>               |

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.3 ONLY</b>   |                                 |
|---|---------------------------------|
| <b>STAAR Item and Test Development, Administration, Scoring, and Reporting for the EOC Assessments</b>  | <b>POSSIBLE POINTS</b><br>(100) |
| <b>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 72-111</b>   |                                 |
| <b>A. Quality of Technical Component</b> <ol style="list-style-type: none"> <li>1. Clear description of details for carrying out project</li> <li>2. Understanding of prior studies and research</li> <li>3. Adequacy and appropriateness of project design</li> <li>4. Clear description of innovative, creative approaches to accomplishing program goals and legislative requirements</li> </ol> | 30                              |
| <b>B. Quality of Management Component</b> <ol style="list-style-type: none"> <li>1. Evidence of capability to manage project</li> <li>2. Experience of organization, including past performance on similar contracts</li> <li>3. Personnel qualifications</li> <li>4. Description of plans for ensuring integration of activities across multiple vendors</li> </ol>                                | 20                              |
| <b>C. Quality of Task/Activity Plan</b> <ol style="list-style-type: none"> <li>1. Logical and appropriate time frames</li> <li>2. Activities are described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products</li> <li>3. Task lists aligned with specific budget items</li> </ol>  | 20                              |

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.3 ONLY</b>  |                                 |
|--|---------------------------------|
| <b>STAAR Item and Test Development, Administration, Scoring, and Reporting for the EOC Assessments</b><br><b>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 72-111</b>  | <b>POSSIBLE POINTS</b><br>(100) |
| 4. Sample budgets provided that demonstrate links with task lists and invoices   |                                 |
| <b>D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project</b><br>1. Best value demonstrated by proposer<br>2. Options presented and priced separately to allow Agency flexibility to negotiate specific aspects of the proposal | 30                              |
| <b>TOTAL</b>   | <b>100 points</b>               |

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.4 ONLY</b>   |                                 |
|---|---------------------------------|
| <b>STAAR Alternate Item and Test Development, Administration, Scoring, and Reporting</b><br><b>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 112-143</b>  | <b>POSSIBLE POINTS</b><br>(100) |
| <b>A. Quality of Technical Component</b><br>1. Clear description of details for carrying out project<br>2. Understanding of prior studies and research<br>3. Adequacy and appropriateness of project design<br>4. Clear description of innovative, creative approaches to accomplishing program goals and legislative requirements                      | 30                              |
| <b>B. Quality of Management Component</b><br>1. Evidence of capability to manage project<br>2. Experience of organization, including past performance on similar contracts<br>3. Personnel qualifications<br>4. Description of plans for ensuring integration of activities across multiple vendors   | 20                              |
| <b>C. Quality of Task/Activity Plan</b><br>1. Logical and appropriate time frames<br>2. Activities described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products<br>3. Task lists aligned with specific budget items<br>4. Sample budgets provided that demonstrate links with task lists and invoices | 20                              |
| <b>D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project</b><br>1. Best value demonstrated by proposer<br>2. Options presented and priced separately to allow Agency flexibility to negotiate specific aspects of the proposal  | 30                              |
| <b>TOTAL</b>  | <b>100 points</b>               |

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.5 ONLY</b>  |                                 |
|--|---------------------------------|
| <b>TELPAS Item and Test Development, Administration, Scoring, and Reporting</b>  | <b>POSSIBLE POINTS</b><br>(100) |
| <b>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 144-176</b>   |                                 |
| <b>A. Quality of Technical Component</b> <ol style="list-style-type: none"> <li>1. Clear description of details for carrying out project</li> <li>2. Understanding of prior studies and research</li> <li>3. Adequacy and appropriateness of project design</li> <li>4. Clear description of innovative, creative approaches to accomplishing program goals and legislative requirements</li> </ol>                      | 30                              |
| <b>B. Quality of Management Component</b> <ol style="list-style-type: none"> <li>1. Evidence of capability to manage project</li> <li>2. Experience of organization, including past performance on similar contracts</li> <li>3. Personnel qualifications</li> <li>4. Description of plans for ensuring integration of activities across multiple vendors</li> </ol>   | 20                              |
| <b>C. Quality of Task/Activity Plan</b> <ol style="list-style-type: none"> <li>1. Logical and appropriate time frames</li> <li>2. Activities described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products</li> <li>3. Task lists aligned with specific budget items</li> <li>4. Sample budgets provided that demonstrate links with task lists and invoices</li> </ol> | 20                              |
| <b>D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project</b> <ol style="list-style-type: none"> <li>1. Best value demonstrated by proposer</li> <li>2. Options presented and priced separately to allow Agency flexibility to negotiate specific aspects of the proposal</li> </ol>  | 30                              |
| <b>TOTAL</b>   | <b>100 points</b>               |

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.6 ONLY</b>   |                                 |
|---|---------------------------------|
| <b>TAKS Administration, Scoring, and Reporting</b>  | <b>POSSIBLE POINTS</b><br>(100) |
| <b>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 177-199</b>  |                                 |
| <b>A. Quality of Technical Component</b> <ol style="list-style-type: none"> <li>1. Clear description of details for carrying out project</li> <li>2. Understanding of prior studies and research</li> <li>3. Adequacy and appropriateness of project design</li> <li>4. Clear description of innovative, creative approaches to accomplishing program goals and legislative requirements</li> </ol> | 30                              |
| <b>B. Quality of Management Component</b> <ol style="list-style-type: none"> <li>1. Evidence of capability to manage project</li> <li>2. Experience of organization, including past performance on similar contracts</li> <li>3. Personnel qualifications</li> <li>4. Description of plans for ensuring integration of activities across multiple vendors</li> </ol>                                | 20                              |
| <b>C. Quality of Task/Activity Plan</b> <ol style="list-style-type: none"> <li>1. Logical and appropriate time frames</li> </ol>  | 20                              |

| <b>CATEGORIES FOR PROPOSALS ADDRESSING 1.2.6 ONLY</b>  |                        |
|--|------------------------|
| <b>TAKS Administration, Scoring, and Reporting</b>   | <b>POSSIBLE POINTS</b> |
| <u>PROPOSERS SHALL ADDRESS: ITEMS 1-15 and 177-199</u>   | (100)                  |
| <ul style="list-style-type: none"> <li>2. Activities described in sufficient scope and detail to provide evidence of satisfactory delivery of services and products</li> <li>3. Task lists aligned with specific budget items</li> <li>4. Sample budgets provided that demonstrate links with task lists and invoices</li> </ul> |                        |
| <b>D. Cost-Effectiveness and Appropriateness of Financial Resources Dedicated to Project</b> <ul style="list-style-type: none"> <li>1. Best value demonstrated by proposer</li> <li>2. Options presented and priced separately to allow Agency flexibility to negotiate specific aspects of the proposal</li> </ul>              | 30                     |
| <b>TOTAL</b>   | <b>100 points</b>      |

#### 4.4 PREFERENCE(S)

The Agency shall also give preference, among proposals that are otherwise comparable, to a proposal submitted by a Texas Resident Bidder (TX based company) and / or a HUB. In the event of a tie, the proposer with the highest percentage of HUB subcontracting will be awarded the contract.

### SECTION FIVE CONTRACTURAL REQUIREMENTS

#### 5.1 CONTRACTOR'S PROPOSAL

The selected proposal response will be incorporated into a contract prepared by the TEA for signature by the contracting parties.

#### 5.2 PROJECT REVIEW REQUIREMENTS

TEA reserves the right to review any materials, and/or products developed or adapted by the Contractor. Upon completion of the contract period, all documents will be returned to TEA or destroyed accordingly. All documents created at any time during the contract period belong to TEA. The TEA Project Manager will establish procedures for communicating phase out and transition of the deliverable(s).

#### 5.3 PAYMENT

All payments are made in accordance with Texas Government Code [§2251.001](#) et seq. Payments for Goods and Services. Unless otherwise indicated by the TEA, payment is only by reimbursement upon satisfactory performance of services.

Payment is contingent upon submission of properly prepared and certified invoices. The information provided on each detailed status report must coincide with the tasks outlined in the approved budget, as negotiated by the TEA. The TEA Project Manager will approve invoices based upon project progress, task completion, deliverables received, inspected, tested and approved and satisfactory performance of services as outlined in the progress report. The invoice shall note the period of time payment is for, the agreed upon monthly amount, contract number, purchase order number, and the Texas Comptroller of Public Accounts Payee Identification Number (TIN).

According to guidelines set forth by the Texas Comptroller of Public Accounts, the payment scheduling policy requires agencies to pay as close to the due date as possible in order to maximize fiscal benefits to the state. Payments are due from TEA 30-days from receipt of a correct and complete invoice.

**NOTICE OF INTENT TO SUBMIT A PROPOSAL**  
**RFP # 701-15-002**  
**Student Assessment**

The undersigned organization hereby files a notice of intent to submit a proposal:

|                       |  |
|-----------------------|--|
| Name of Organization: |  |
| Mailing Address:      |  |
| Contact Person:       |  |
| E-Mail:               |  |
| Phone Number:         |  |
| FAX:                  |  |

- Filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of proposals in order to better expedite the review process and finalize contract awards.
- The information from the Notice of intent may also be provided to HUB subcontractors (if requested) to help establish subcontracting relationships for this solicitation as well as future solicitations with the agency.
- Filing this notice in no way binds the organization to submit a proposal for this RFP.
- Proposers who do not file this notice are still eligible to submit a proposal.

**PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, 5:00 P.M. (CT) OCTOBER 17, 2014 TO:**

[TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us)  
 Texas Education Agency  
 Purchasing and Contracts Division  
 FAX (512) 475-1706

**EXECUTION OF OFFER, AFFIRMATION OF CONTRACT GENERAL PROVISIONS, AND PROPOSAL PREFERENCES**

A. As used in these General Provisions:

- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- *Receiving Agency or Party or TEA* means the Texas Education Agency;
- *Performing Agency or Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.) this does not include any pre-existing materials of Contractor, or any licensed third party materials provided by Contractor; and,
- *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. **Indemnification:**

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

- 1) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the

PERFORMANCES OR ACTIONS OF PROPOSER PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROPOSER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROPOSER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROPOSER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- 2) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.
- 3) If Contractor becomes aware of an actual or potential claim, or TEA provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TEA, shall), at Contractor's sole option and expense; (i) procure for the TEA the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TEA's use is non-infringing.

CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR 'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE TEA AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TEA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROPOSER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Contractor, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor in performance of the Contract Project.

- D. **Subcontracting and Substitutions:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a Request For Proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases

of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.

- G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
- H. **Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than five (5) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.
- I. Pursuant to Government Code, the state auditor may conduct an audit or investigation of the contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, or the to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the proposer and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.

- J. **Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works. Contractor agrees, at Contractors expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

**For School Districts and Nonprofit Organizations:** The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors.

**For Education Service Centers (ESCs):** The foregoing Intellectual Property Ownership provisions apply to an Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make

derivative works from the Works, then express written permission must first be obtained from TEA Legal Division.

**For Colleges and Universities:** The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

- K. **Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance:** Time is of the Essence. Contractor's timely performance is essential to this Contract.

#### Suspension

If this Contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. TEA shall not be required to pay any standby hourly rates during a suspension of Work, if TEA suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract.

#### Sanctions

If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.

- L. **Information Security Requirements:** Access to Confidential TEA Information. Contractor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Contractor discloses any TEA confidential information to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor. Whenever communications with Contractor necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Contractor shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Contractor's security policy to ensure that any data that is on the Contractor's servers is secure. Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Contractor shall ensure that any TEA Confidential Information in the custody of Contractor is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Contractor in accordance with this Contract. Electronic media used for storing any Confidential Comptroller Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Contractor is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Contractor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- Date and time of sanitization/destruction;
- Description of the item(s) and serial number(s) if applicable;
- Inventory number(s); and
- Procedures and tools used for sanitization/destruction.

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to Comptroller all sanitization documentation.

#### Access to Internal TEA Network and Systems

As a condition of gaining remote access to any internal TEA network and systems, Contractor must comply with

TEA's policies and procedures. TEA's remote access request procedures will require Contractor to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Contractor must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Contractor must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Contractor's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.

#### Disclosure of Security Breach

Contractor shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential TEA information ("Security Incident"). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

- (1) Description of the nature of the Security Incident;
- (2) The type of TEA information involved;
- (3) Who may have obtained the information;
- (4) What steps Contractor has taken or will take to investigate the Security Incident;
- (5) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (6) A point of contact for additional information.

Each day thereafter until the investigation is complete, Contractor shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- (1) Who is known or suspected to have gained unauthorized access to TEA information;
- (2) Whether there is any knowledge if TEA information has been abused or compromised;
- (3) What additional steps Contractor has taken or will take to investigate the Security Incident;
- (4) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (5) What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Contractor. If Contractor does not reimburse such costs within thirty (30) days of TEA's written request, then TEA shall have the right to collect such costs.

- M. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (30) days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- N. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- O. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within thirty (30) days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor

by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.

- P. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.

Q. **Federal Regulations Applicable to All Federally Funded Contracts:**

1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix 0A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31
7. For American Recovery and Reinvestment Act funded projects: FAR 52.204-11, 52.212-5, 52.214-26, 52.215-2, and OMB Guidance Memo M-09-15.

Note: On December 26, 2014, new OMB Uniform Guidance will take effect and may be found at: <http://www.maximus.com/higher-education/omb-uniform-guidance>

- R. **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

**TEA**

**CONTRACTOR**

Texas Education Agency  
William B. Travis Building  
1701 N. Congress Avenue  
Austin, Texas 78701

- S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.

- T. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:

1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;

3. Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
  4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
  6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
  7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
  8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
  9. General Education Provisions Act, as amended.
- U. **Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government.
- V. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- W. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- X. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- Y. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the Agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the Agency receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The Agency's participation in mediation or any other dispute resolution process shall not waive any of the Agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- Z. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- AA. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.

- BB. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- CC. **Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- The 83<sup>rd</sup> Legislature recently passed SB 1368, which amended Section 2252.907 of the Texas Government Code to require that a contract between a state governmental entity and a nongovernmental Contractor involving the exchange or creation of public information, as defined by Section 552.002. Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.
- DD. **Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- EE. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- FF. **Protests:** Any actual or prospective Bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.
- GG. **Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- HH. **Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

- II. **Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- JJ. **Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- KK. **Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- LL. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- MM. **Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- NN. **Excluded Parties List System:** The Texas Education Agency and the Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/news/orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>.
- OO. **Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- PP. **Electronic and Information Resources Accessibility Standards:** Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

[Section 508 of the US Rehabilitation Act of 1973](#) is in the final stages of revision and most likely will be adopted sometime in FY 2014. Therefore, all current and potential Contractors are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 will be using the [WCAG 2.0 AA Accessibility Guidelines](#) (also ISO/IEC standard 40500) as the new technical standard that Federal agencies will be required to meet when procuring products and services. Once the 508 refresh is adopted, DIR will be modifying the TAC rules to synchronize with it.

Given this coming change, all Texas agencies and institutions of higher education should begin using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:

1. It could be technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
2. WCAG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.

Web development Proposers should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process.

The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

- QQ. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Respondent's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- RR. **Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract. Contractor agrees that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the contract.
- SS. **Proprietary; Confidential Information; Nondisclosure; Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Respondent in connection with a contract resulting from this RFP ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Respondent without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Respondent and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its Contractors of information held by the State of Texas. Except when defined as part of the Work under this Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.
- TT. **Independent Contractor:** Contractor shall serve as an independent Contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
- UU. **Proposer Performance:** All state agencies must report unsatisfactory Proposer performance on purchases over \$25,000. Proposers who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Proposers may fail this selection criterion for any of the following conditions: A score of less than 90% in the Proposer Performance System, currently under a Corrective Action Plan, having repeated negative Proposer performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Proposer Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Proposer performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Respondent.

Agencies report satisfactory and exceptional Proposer performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, Proposer performance may be used as a factor in future contract awards.

Contractor performance information is located on the CPA website at [http://www.window.state.tx.us/procurement/prog/contractor\\_performance/](http://www.window.state.tx.us/procurement/prog/contractor_performance/)

- VV. **Termination:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions.

1. **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the Contractor. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
2. **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Contractor in writing prior to the exercise of such remedy.

The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition.

The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. The TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Contractor.

WW. **Amendments:** All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first. Effective September 1, 2013, if the initial major contract solicitation document submitted to the CPA Contract Advisory Team (CAT) changes substantially, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 25% or more; 2) or there are significant

revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes (less than 10%) to the approved budget without submitting a written Amendment. However, a revised budget document must be submitted to the TEA Project Manager for approval. Once approved, the documents must be submitted to the Contracts office and will be incorporated into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written Amendments are required for the following Contract changes:
  - a. Any revision which would result in the need for additional funding;
  - b. Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more must be approved by the Comptroller;
  - c. A request to extend the period of the Contract;
  - d. Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent of the current total approved budget category;
  - e. Any reduction of funds or reduction in the scope of work;
  - f. Whenever a line item within a class/object code is added;
  - g. An increase in the quantity of capital outlay item(s) requested; and
  - h. An increase or decrease in the number of positions charged to Contract.

All Amendments must be signed by both parties.

XX. **Payment:** Payment for goods or services purchased with State-appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Proposer no later than 30 days after the later of:

- (1) Day on which the Agency received the goods;
- (2) Date the performance of the service under the contract is completed; or
- (3) Day on which the Agency received the complete and correct invoice for goods or services.

Invoices must be submitted to [TEAAccountsPayable@tea.state.tx.us](mailto:TEAAccountsPayable@tea.state.tx.us) and the TEA Project Manager.

Additional information and a Direct Deposit Authorization application may be found at: <https://fm.xcpa.state.tx.us/fm/payment/index.php>.

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the Deliverables and Services Review and Acceptance Process. The Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the contract. "Final" deliverable means a deliverable that, in the belief and testimony of the Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this contract. TEA will review each deliverable, including test items, submitted by the Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have fifteen (15) working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by the Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", the Contractor will have ten (10) working days to address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by the Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by the Contractor and not charged against the contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows the Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to the Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by the Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. The Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.

2. Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees shall be documented in the Contract and may not be arbitrarily imposed after execution of the Contract. The release of retainage may be requested in the final invoice.
3. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.
4. An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
5. Contractor who is indebted or owes delinquent taxes to the State will have any payments under the Contract applied toward the debt or delinquent taxes owed the State until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify their account status by accessing the Comptroller's website at [https://fm.x.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons\\_indebted](https://fm.x.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted)

YY. **Prohibition of text messaging and emailing while driving during official federal grant business:** Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," effective October 1, 2009.

ZZ. **Insurance:** Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage:

Workers Compensation & Employers Liability: Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits. This state of Texas website (Coverage starts with 406 of the Labor code) addresses what Texas requires may be found at: <http://www.tdi.texas.gov/wc/act/index.html>

Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000;

Aggregate limit: \$2,000,000;

Medical Expense each person: \$5,000;

Personal Injury and Advertising Liability: \$1,000,000;

Products /Completed Operations Aggregate Limit: \$2,000,000; and

Damage to Premises Rented to You: \$50,000

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TEA. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide TEA with an executed copy of the policies immediately upon request.

AAA. **Force Majeure:** Neither Contractor nor Texas Education Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to

perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**BBB. Drug Free Workplace Policy:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**CCC. Abandonment or Default:** If the Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Agency based on the seriousness of the default.

The Texas Government Code and Family Code sites referenced in this document may be viewed at: <http://www.statutes.legis.state.tx.us/>

The Texas Administrative Code site referenced in this document may be viewed at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac)

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

**Bidder Affirmations:**

Proposer has read, understands, and agrees to be bound to the terms and conditions stated in the RFP if a contract is awarded to Proposer pursuant to this RFP. By signature hereon, the Proposer certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

Proposer has not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the Proposer certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, Proposer will complete the following information in order for the bid to be evaluated.

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_ Date of Employment with Bidder: \_\_\_\_\_

Pursuant to Texas Government code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of specifications for this solicitation.

Contractor shall provide to Agency, Contractor's nine (9) digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Contractor is an individual, or Contractor's fourteen (14) Digit State of Texas Payee Identification Number (TIN). If Contractor is incorporated, Contractor shall also provide to Agency the corporation's charter number issued by the Texas Secretary of State's office. Information provided by the contractor will be verified by the Agency.

|                        |  |
|------------------------|--|
| Contractor's FEI#      |  |
| Contractor's SSN       |  |
| Contractor's TIN       |  |
| Contractor's charter # |  |

TEA has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Contractor, by acceptance of this contract, agrees to abide by this policy when on the property of {Agency}.

The undersigned is an authorized official for the Proposer and certifies that the proposal submitted with this "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument is in full compliance with the provisions expressly stated above. I further certify that the proposal submitted with this instrument is allowed to claim any of the Chapter 2155 Texas Government Code preferences checked below:

The Proposer if selected as the Contractor, will be required to purchase products and materials produced in this state when they are available at a price and time comparable to products and materials produced outside of Texas (TX Govt. Code § 2155.4441).

Check below if claiming a preference included in Chapter 2155 of the Texas Government Code and in Rule 1 TAC 113.8

|                          |            |   |
|--------------------------|------------|---|
| <input type="checkbox"/> | § 2155.441 | Products of persons with mental or physical disabilities  |
| <input type="checkbox"/> | § 2155.442 | Energy efficient products   |
| <input type="checkbox"/> | § 2155.443 | Rubberized asphalt paving material  |
| <input type="checkbox"/> | § 2155.444 | Texas produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products  |
| <input type="checkbox"/> | Rule 1 TAC | Services offered by a Texas bidder  |
| <input type="checkbox"/> | § 2155.444 | Texas agriculture products  |
| <input type="checkbox"/> | § 2155.445 | Recycled, remanufactured, or environmentally sensitive products made of recycled materials  |
| <input type="checkbox"/> | § 2155.446 | Paper containing recycled fibers  |
| <input type="checkbox"/> | § 2155.447 | Recycled motor oil and lubricants   |
| <input type="checkbox"/> | § 2155.449 | Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code   |
| <input type="checkbox"/> | § 2155.449 | Products and services from economically depressed or blighted areas   |
| <input type="checkbox"/> | § 2155.449 | Products and services from Historically Underutilized Business or small business pursuant to the goals and objectives stated in chapter 2161 of the Texas Government Code |
| <input type="checkbox"/> | HB 3560    | Goods produced or offered by service-disabled veterans.   |
| <input type="checkbox"/> | HB 3560    | Preference to manufacture that has recycle program for computer equipment.  |
| <input type="checkbox"/> | HB 3560    | Preference to contractors providing foods of higher nutritional value.  |

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted in the proposal or bid. When a Texas business address shown

hereon that address is, in fact, the legal business address of Respondent and respondent qualifies as a Texas Resident Bidder Under TAC Title 34, Part 1, Chapter 20.

|  |
|--|
| <b>PROPOSER/COMPANY NAME:</b>                |
| <b>STREET ADDRESS:</b>                       |
| <b>CITY/STATE/ZIP:</b>                       |
| <b>TELEPHONE #:</b>                          |
| <b>FACSIMILE #:</b>                          |
| <b>EMAIL ADDRESS:</b>                        |
| <b>NAME OF PROPOSER'S AUTHORIZED AGENT:</b>  |
| <b>TITLE OF PROPOSER'S AUTHORIZED AGENT:</b> |
| <b>SIGNATURE OF AUTHORIZED AGENT:</b>        |

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR RESPONSE.**

Contractor acknowledges that under state law and TEA policy, they may not disclose any information during the solicitation process (on opening the proposal and during negotiations). The solicitation process must remain confidential and is exempt from open records until such time that a contract is awarded. Failure to abide to this requirement will result in disqualification.

### Definition of a Historically Underutilized Business (HUB)

- At least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman,
- A for-profit entity that has not exceeded the size standards prescribed by [34 TAC §20.23](#), and has its principal place of business in Texas, and
- Has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.

The statewide HUB Program facilitates the use of HUBs in state procurement and provides information on the state's procurement process to minority and woman- owned businesses.

In accordance with [34 TAC §20.13](#), each state agency shall make a good faith effort to utilize HUBs in contracts for construction, services (including professional and consulting services) and commodities purchases.

Contractors seeking certification as a HUB are required to submit a completed HUB certification application and supporting documentation to the statewide HUB Program, affirming under penalty of perjury that their business qualifies as a HUB.

**Texas Education Agency  
Historically Underutilized Business  
Subcontracting Plan (HSP)**

Separate document

(FORMAT FOR COVER PAGE)

PROJECT PROPOSAL  
Submitted to the  
Texas Education Agency  
Purchasing, Contracts and Agency Services Division

RFP #: 701-15-002

TITLE OF PROPOSED PROJECT: **Contracted Services for Student Assessment**

RESPONDENT ORGANIZATION: Name and address of organization submitting proposal (include zip code)

RESPONDENT ORGANIZATION IDENTIFICATION NUMBER: Show Respondent organization Federal Employer's Identification Number or Texas Identification Number (TINS)

PROPOSAL DEVELOPED BY: Name, position, email, and telephone number of person responsible for development of proposal

PROJECT ADMINISTRATOR: Name, position, email, and telephone number of person to be in charge of proposed project

PROPOSAL TRANSMITTED BY: Name, position, email, and telephone number of official committing the Respondent organization to the proposed project

CONTRACTING OFFICER: Name, position, email, and telephone number of official with authority to negotiate contracts for Respondent organization

DURATION OF PROJECT: Beginning and ending dates of proposed project

TOTAL BUDGET FOR PROPOSED PROJECT: Total of projected expenditures listed in budget section

CONTAINS PROPRIETARY INFORMATION:  Check box if proposal being submitted contains proprietary information

ACCEPTANCE OF TERMS AND CONDITIONS:  We hereby accept by the submission of the proposal the Terms and Conditions of the General Provisions

DATE SUBMITTED: Date proposal is submitted to TEA

SUGGESTED FORMAT FOR BUDGET SUMMARY AND EXPENDITURE REPORT

|                      |                     |   |
|----------------------|---------------------|---|
| State Fiscal Year/BY | 2003                | The information in this expense summary report is true, correct, and unpaid. A schedule of itemized costs shall be submitted separately upon request of the TEA Contract Administrator.   |
| ISAS Contract        | No. XXXX            |   |
| ISAS PO              | No. 00000XXXXX      | Signature of Certifying Official (Contractor): _____ Date: _____  |
| Vendor ID            | XXXXXXXXXX          |   |
| Project ID           | XXXXXXXXXX          | I am employee of the TEA who has knowledge of the satisfactory delivery of services by the contractor, certify that these services were rendered to TEA or goods were received by TEA and that they correspond in every particular with the agreement under which they were procured and that this invoice is true, correct and unpaid. |
| Billing Period       | 09/01/XX - 11/30/XX |   |
| Invoice Number       | XXXXXX              |   |
|                      |                     | Signature of TEA Contract Administrator: _____ Date: _____  |

| Task         | Sub-Task | Task Description | Sub-Task/Activities | Est'd Start Date | Est'd End Date | Org'l Budget | TEA Approved Adjustments | Percent Change | Approved Adjusted Budget | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Year to Date | Bud Bal |   |
|--------------|----------|------------------|---------------------|------------------|----------------|--------------|--------------------------|----------------|--------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------|---------|---|
| 01           | 01.01    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     | -            | -       |   |
| 01           | 01.02    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 01           | 01.03    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 02           | 02.01    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 02           | 02.02    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 02           | 02.03    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 03           | 03.01    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 03           | 03.02    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 03           | 03.03    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 04           | 04.01    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 04           | 04.02    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 04           | 04.03    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 05           | 05.01    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 05           | 05.02    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 05           | 05.03    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 06           | 06.01    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 06           | 06.02    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 06           | 06.03    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 07           | 07.01    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 07           | 07.02    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| 07           | 07.03    |                  |                     |                  |                | -            |                          | 0.00%          | -                        |     |     |     |     |     |     |     |     |     |     |     |     |              | -       | - |
| <b>TOTAL</b> |          |                  |                     |                  |                |              |                          |                |                          |     |     |     |     |     |     |     |     |     |     |     |     |              |         |   |
| 01           | N/A      |                  | Subtotal 01         |                  |                | -            | -                        | 0.00%          | -                        | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -            | -       |   |
| 02           | N/A      |                  | Subtotal 02         |                  |                | -            | -                        | 0.00%          | -                        | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -            | -       |   |
| 03           | N/A      |                  | Subtotal 03         |                  |                | -            | -                        | 0.00%          | -                        | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -            | -       |   |
| 04           | N/A      |                  | Subtotal 04         |                  |                | -            | -                        | 0.00%          | -                        | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -            | -       |   |
| 05           | N/A      |                  | Subtotal 05         |                  |                | -            | -                        | 0.00%          | -                        | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -            | -       |   |
| 06           | N/A      |                  | Subtotal 06         |                  |                | -            | -                        | 0.00%          | -                        | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -            | -       |   |
| 07           | N/A      |                  | Subtotal 07         |                  |                | -            | -                        | 0.00%          | -                        | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -   | -            | -       |   |
| <b>TOTAL</b> |          |                  |                     |                  |                |              |                          |                |                          |     |     |     |     |     |     |     |     |     |     |     |     |              |         |   |
| <b>CHECK</b> |          |                  |                     |                  |                |              |                          |                |                          |     |     |     |     |     |     |     |     |     |     |     |     |              |         |   |

**SCHEDULE OF TASK COMPLETION**

|                               |  |
|-------------------------------|--|
| Title of Proposed Project:    |  |
| Proposer Organization (Name): |  |
| Begin Date:                   |  |
| Ending Date:                  |  |

| <b>Task/Activity Numbers</b>         | <b>Projected Completion Date</b> | <b>Projected Cost</b> |
|--------------------------------------|----------------------------------|-----------------------|
| <b>Task 1</b> (title or description) |                                  |                       |
| Activity 1.1                         |                                  |                       |
| Activity 1.2                         |                                  |                       |
| Total Task 1                         |                                  |                       |
| <b>Task 2</b> (title or description) |                                  |                       |
| Activity 2.1                         |                                  |                       |
| Activity 2.2                         |                                  |                       |
| Total Task 2                         |                                  |                       |
| <b>Task 3</b> (title or description) |                                  |                       |
| Activity 3.1                         |                                  |                       |
| Activity 3.2                         |                                  |                       |
| Total Task 3                         |                                  |                       |
| <b>Total Budget</b>                  |                                  |                       |

Cost may also be by activity if feasible but must be shown, at a minimum, for task total.

Selected proposer will be reimbursed for actual expenditures upon satisfactory performance of services/completion of tasks and upon submittal of properly prepared and certified invoices/expenditure reports.

## Glossary of Terms and Definitions

**ACT:** Originally, "ACT" stood for "American College Testing." In 1996, however, the official name of the organization was shortened to simply "ACT."

**ACT- PLAN:** The *PLAN* is a preliminary *ACT* test that is generally administered in the sophomore year.

**AERA:** American Educational Research Association

**APA:** American Psychological Association

**ARD:** Admission, Review and Dismissal

**CT:** Central Time

**ELA/R:** English Language Arts/Reading

**ELL:** English Language Learners

**ELPS:** English Language Proficiency Standards

**EOC:** End-of-Course

**ESC:** Education Service Center

**ESEA:** Elementary and Secondary Education Act

**FERPA:** Family Educational Rights and Privacy Act

**FTP:** File Transfer Protocol (FTP) is a standard [network protocol](#) used to transfer [computer files](#) from one [host](#) to another host over a [TCP](#)-based network, such as the [Internet](#).

**HUB:** Historically Underutilized Business

**LEA:** Local Education Agency

**LPAC:** Language Proficiency Assessment Committees

**NCME:** National Council on Measurement in Education

**PEIMS:** Public Education Information Management System

**RFP:** Request for Proposal

**PSAT:** The Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) is a [standardized test](#) administered by the [College Board](#) and [National Merit Scholarship Corporation](#) (NMSC) in the [United States](#).

**SAS:** an integrated software suite produced by SAS Institute, Inc.

**SAT:** Stanford Achievement Test

**SPSS:** [software package](#) used for [statistical analysis](#) produced by [SPSS Inc.](#)

**SSI:** Student Success Initiative

**STAAR:** State of Texas Assessments of Academic Readiness®

**STAAR A:** State of Texas Assessments of Academic Readiness® Accommodated Version

**STAAR L:** State of Texas Assessments of Academic Readiness® Linguistically Accommodated Version

**TAC:** Texas Administrative Code

**TAKS:** Texas Assessment of Knowledge and Skills

**TEA:** Texas Education Agency

**TEC:** Texas Education Code

**TEDS:** Texas Education Data Standards

**TEKS:** Texas Essential Knowledge and Skills

**TELPAS:** Texas English Language Proficiency Assessment System

**TETN:** Texas Education Telecommunications Network

**TMIP:** Texas Migrant Interstate Program

**UIN:** Unique Identification Number

**Verifiable Evidence:** As used in this contract verifiable evidence shall be "Past Performance" of a task or service which can be confirmed by a third party such as a previous contractor, firm, agency or system where the firm performed the task or service.

**XML:** Extensible Markup Language (XML) is a [markup language](#) that defines a set of rules for encoding documents in a [format](#) that is both [human-readable](#) and [machine-readable](#).

**Contractor, Proposer and Respondent** may be used interchangeably in the RFP. Proposer and Respondent infer pre RFP award status and Contractor infers to post RFP award status.

**Joint Venture** - A business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task without actual partnership or incorporation.

| Requirement Reference and RFP Page Number | Questions Received Thru 10.23.14  | TEA Responses   |
|---|---|---|
|   | <p>For Attachments E and F to be submitted for the Cost Proposal:</p> <ul style="list-style-type: none"> <li>• Please provide guidance on what level of detail bidders should include for “tasks.” For example, should bidders use the numbered requirements as listed in the RFP for each component? (i.e. for STAAR 3-8, requirements 1-15 and 32-71)</li> <li>• Please confirm that the tasks listed in Attachment E and Attachment F should match.</li> </ul> | <p>The agency is seeking a high level budget per major deliverable/task and a detailed budget breaking down those costs per subtask. We need to be able to determine the cost per test, the cost per ongoing deliverables as well as the monthly cost towards progress.</p> |
|   | <p>Please confirm that there is only one administration per year of the STAAR Alternate (even for EOC).</p>   | <p>There is only one administration per year of STAAR Alternate.</p>  |
|   | <p>Is there a STAAR Spanish version for the EOC assessments?</p>  | <p>No</p>   |
|   | <p>Please confirm that the Program Integration contractor will be responsible for the actual analysis of statistical irregularities for all assessments, and that the other program contractors are only responsible for providing the data used (e.g. erasure data and online telemetry data).</p>   | <p>The Program Integration contractor will be responsible for the actual analysis of statistical irregularities; other program contractors are only responsible for providing the relevant data.</p>  |
|   | <p>Please confirm that the item development for special forms for STAAR 3-8 as specified on page 29 of the RFP is in addition to the item development numbers listed on page 28.</p>  | <p>The special forms production mentioned on page 29 is in addition to the items mentioned on page 28.</p>  |
|   | <p>Please confirm that the item development for special forms for EOC as specified on page 52-53 of the RFP is in addition to the item development numbers listed on page 52.</p>   | <p>The special forms production mentioned on pages 52-53 is in addition to the items mentioned on page 52.</p>  |
|   | <p>The RFP indicates that currently 99% of the STAAR 3-8 assessments are administered on paper. Is it TEA’s intention to increase online testing throughout this new contract? For bidding purposes, what percentage split between paper and online should bidders use for costing for each year of the contract?</p>   | <p>TEA is interested in expanding online testing opportunities over the life of the new contract. For bidding purposes, responders should provide the average per student costs for administering a given test online versus on paper.</p>                                  |

## RFP #701-15-002

## Addendum #1

|  |  |  |
|--|--|--|
|  | The RFP indicates that currently 90% of the EOC assessments are administered on paper. Is it TEA's intention to increase online testing throughout this new contract? For bidding purposes, what percentage split between paper and online should bidders use for costing for each year of the contract?       | For bidding purposes, responders should provide the average per student costs for administering a given test online versus on paper.   |
|  | Does TEA require a unique form for each of the three (3) EOC assessments each year?  | Yes  |
|  | For TAKS, should bidders provide costs for all five (5) years? If so, will all three (3) administrations be offered each year of the contract? Can TEA provide anticipated quantities by year for online and paper?  | The current assessment schedule provides students with TAKS testing opportunities three times per year. Currently there are no plans to change the schedule. For purposes of responding to the RFP, proposers should take into consideration that, In the October 2014 administration, 200 paper tests were delivered and 17,000 tests were administered online. |
|  | Is evidence of Financial Stability required to be submitted with the proposal for subcontractors, including HUBs?  | The evidence of Financial Stability only applies to the prime (the firm providing the proposal response).  |
|  | On page 87, the RFP states that the TELPAS is assessed at grades K-12 in the domains of listening, speaking, and writing. Should it also say reading for all grades?   | All ELLs in grades K-12 are rated holistically in the linguistic domains of listening, speaking, and writing. In grades 2-12, ELLs participate in an online selected-response assessment to receive a proficiency rating in reading. ELLs in grades K-1 are holistically rated in reading.   |
|  | Page 88 discusses the TELPAS item development requirements. Is there any item development required for any domains other than reading? Is there any item development required for K-1?   | Test item development is only necessary for reading and only in grades 2-12.   |
|  | Please confirm that the item development for special forms for EOC as specified on page 52-53 of the RFP is in addition to the item development numbers listed on page 52.   | The special forms production mentioned on pages 52-53 is in addition to the items mentioned on page 52.  |
|  | The RFP indicates that currently 99% of the STAAR 3-8 assessments are administered on paper. Is it TEA's intention to increase online testing throughout this new contract? For bidding purposes, what percentage split between paper and online should bidders use for costing for each year of the contract? | TEA is interested in expanding online testing opportunities over the life of the new contract. For bidding purposes, responders should provide the average per student costs for administering a given test online versus on paper.  |

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|                             | The RFP indicates that currently 90% of the EOC assessments are administered on paper. Is it TEA's intention to increase online testing throughout this new contract? For bidding purposes, what percentage split between paper and online should bidders use for costing for each year of the contract? | For bidding purposes, responders should provide the average per student costs for administering a given test online versus on paper.   |
|                             | Does TEA require a unique form for each of the three (3) EOC assessments each year?  | Yes  |
|                             | For TAKS, should bidders provide costs for all five (5) years? If so, will all three (3) administrations be offered each year of the contract? Can TEA provide anticipated quantities by year for online and paper?  | The current assessment schedule provides students with TAKS testing opportunities three times per year. Currently there are no plans to change the schedule. For purposes of responding to the RFP, proposers should take into consideration that, In the October 2014 administration, 200 paper tests were delivered and 17,000 tests were administered online. |
|                             | Is evidence of Financial Stability required to be submitted with the proposal for subcontractors, including HUBs?  | The evidence of Financial Stability only applies to the prime (the firm providing the proposal response).  |
|                             | On page 87, the RFP states that the TELPAS is assessed at grades K-12 in the domains of listening, speaking, and writing. Should it also say reading for all grades?   | All ELLs in grades K-12 are rated holistically in the linguistic domains of listening, speaking, and writing. In grades 2-12, ELLs participate in an online selected-response assessment to receive a proficiency rating in reading. ELLs in grades K-1 are holistically rated in reading.   |
|                             | Page 88 discusses the TELPAS item development requirements. Is there any item development required for any domains other than reading? Is there any item development required for K-1?   | Test item development is only necessary for reading and only in grades 2-12.   |
| 1.5 – 6 / page 12           | The RFP states that proposers must "maintain storage of student records for five years." Will TEA define the type of student records covered by this requirement?  | Student records include answer documents and test booklets used by students during a test administration. Selected records are requested to be maintained for five years in the possibility of an audit or a security review.  |
| 1.5.2.36 / page 31 1.5.3.76 | Data review materials have been requested six weeks after the test administration date. Does this requirement apply to tests that require human scoring of open-ended items or prompts?  | No. Field-test scoring of essays and short answer responses begins in May, after operational scoring has been completed. The contractor should plan on submitting data-review materials in July for grades 4 and 7 writing and English I and II.   |

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| 1.5.3.72 / page 52 | <p>The RFP states: "Beginning in spring 2016, Texas districts have the option of administering STAAR English III and Algebra II to students as post-secondary readiness measures."</p> <p>Can TEA provide an estimate of the number of students that will be taking these assessments so that vendors can provide comparable cost estimates?</p>  | <p>Because the Algebra II and English III administrations will be optional, it is difficult to project how many students will participate. For purposes of responding to this RFP, proposers should provide a per-student cost to administer these assessments.</p>   |
| 1.5.3.72 / page 52 | <p>(Continued from above) If TEA is unable to estimate the number of students that will be taking the Algebra II and English III assessments, would the Agency consider requiring vendors to submit variable per student costs so that cost estimates will be comparable across all vendors?</p>  | <p>See above</p>  |
| 3.1 / page 119     | <p>The RFP states: "Proposals must be written entirely on 8 ½" X 11" white paper and must be limited to 500 pages not including appendices and attachments."</p> <p>To ensure that vendors are given equal space to respond to requirements regardless of the number of program components they choose to bid on, would TEA consider placing a page limit on each individual program component as opposed to the whole RFP?</p> | <p>The 500-page limit applies to the entire submission. If you are responding to only selected components, keep in mind that the expectation is that the response to all components will be 500 pages, so a response to fewer components should take fewer pages.</p>   |
| 1.2, pg. 7         | <p>Under the "Significant Issues Related to the State Assessment Program", it indicates the possibility of significant changes to TEKS for ELA/R, science and social studies. Are there any projections as to what this might entail? Will this occur during the contract period?</p>   | <p>The only TEKS content area scheduled for revision, adoption, and implementation during the contract period is the ELA/R TEKS. At this time, there is no way to predict how significant the ELA/R TEKS revisions are likely to be. The timeline for TEKS revisions can be found on the chart labeled "Instructional Materials Working Document" at <a href="http://www.tea.state.tx.us/index2.aspx?id=25769817636">http://www.tea.state.tx.us/index2.aspx?id=25769817636</a>.</p> |
| 6, pg. 12          | <p>Regarding the 94,000 square feet of "storage space" - this space seems oversized for storing ~8000 pallets in a racked warehouse environment. Does the 94,000 square feet estimation also include production space estimate for pick-pack-ship and retrieval processing?</p>   | <p>In this example, the square footage for storage space refers to space currently used to store test materials. Packing and retrieval processes occur in another area. What is essential is that the proposer anticipate needing a storage area large enough to hold 8,000 pallets.</p>  |

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| 6, pg. 12                                | Please confirm that these archived documents that will be transferred to the selected contractor(s) will comprise approximately 900 pallets of material, allocable to each particular program/component as specified on page 12, paragraph 1 of section 6? | Yes, approximately 900 pallets of archived materials will be distributed to the selected contractor(s) for each program as specified in the proposal.   |
|  | Will the selected contractor(s) also be receiving their allocable shares of the 4900 pallets of student documents and test booklets, and 2200 pallets of active raw materials?   | Yes, allocable shares of active raw materials as described in the proposal will be distributed to selected contractors.   |
| 6, pg. 13                                | With regards to archived materials:  |   |
|  | · How are currently archived materials physically organized and inventoried?   | Currently, archived materials are boxed and organized in storage by test administration and by district.  |
|  | · In what format can the selected contractor expect to receive the inventory data?   | Files can be delivered in an industry-standard format such as tab-delimited or comma-delimited (CSV) or by copying database data to external files for import into another Oracle database only. (Oracle files are in a proprietary binary format.) |
|  | · In what condition can the selected contractor expect to receive the physical material?   | Currently, archived materials are labeled, stored in original shipping boxes, sorted by district and administration, and placed on pallets.   |
| 13, pg. 15                               | Regarding liquidated damages, is the annual cap 10% of the full (e.g., 5-yr) contract value, or 10% of that year's contract value?   | It is 10% of the contract value for the given year.   |
| Program Integration overview, pg. 16 (e) | Will this manual serve to eliminate the need for separate component-specific District/Campus Coordinator manuals?  | This manual will serve as the District and Campus Coordinator Manual and will contain combined information for all programs.  |
| 20, pg. 20                               | Will all contractors for the different STAAR components be invited/expected to attend the district advisory work group meetings?   | Yes   |
| 22, pg. 20                               | In developing online training modules, will the Program Integration contractor be responsible for including applicable content from other contractors?   | Yes   |
| 25, pg. 23                               | Is the 1 month reporting turnaround from time of receipt of such data from the other contractors?  | Yes   |

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| 39, pg. 33, 39 | Please confirm that the STAAR A and STAAR L assessments are not constructed using the same items as the general STAAR assessment each year. What is the source of the items for these special forms (p. 33 references a shelf test as the source, but p. 29 discusses sufficient item development to construct these additional forms)? | The STAAR A and STAAR L forms that will be administered in spring 2015 have been built based on the STAAR base tests that were administered in 2012. It is the expectation of TEA that the vendor that is awarded the next contract will provide sufficient STAAR items to support the construction of a unique test form that will then be used to build a single shelf test version of STAAR A, STAAR L, and Braille. TEA's goal is that these special forms will eventually be built annually using the operational STAAR form each year; however, because the test-development process does not currently allow for that, a shelf test will be put in place. |
| 72, pg. 51     | Must all content development staff - senior manager, content specialists, item writers and editors - be dedicated to Texas, even if the workload does not calculate to full-time?   | No, although the senior manager should have the majority of his/her time dedicated to the Texas project.   |
| 72, pg. 51     | The TEA is interested in "potentially" developing performance based items for Algebra 1, Biology and US History. What is the likelihood of this development and in what quantities? How this should be addressed from a scoring budget perspective, as currently a contractor would not be hand scoring in these contents.              | When the STAAR program was under development, TEA was interested in developing performance-based items for EOC assessments other than English I, II, and III. However, funds were not available for this type of development. The RFP process provides an opportunity for the state to obtain information on potential future development in this area. For purposes of pricing, assume two performance-based items per test specified.  |
| 72, pg. 51     | Please define "project staff" as it pertains to the requirement of four dedicated full-time project staff for the EOC program, one per content area.  | This requirement is for 4 full-time employees, one for each content area, who are dedicated to the STAAR EOC assessment program.   |
| 72, pg. 51     | Will the TEA share the most recent item bank inventory and evaluation?  | The item bank inventory and most recent evaluation will be provided upon contract award.   |
| 72, pg. 51     | The requirements for sample items state that all passages submitted must be published. Does this mean that all passage procured as part of this contract must be published as well?   | All STAAR reading selections must be published; writing passages used to assess revising and editing skills are commissioned.  |
| 72, pg. 52     | At what stage of review and acceptance will the items for field testing in spring 2016 be upon transfer to the selected contractor?   | STAAR EOC assessment items developed in 2015 under the current contract will be in various stages of the test development process depending on the specific course. Most of the items will have been through internal item review, and some may have been through external item review.  |

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| 72, pg. 52     | What volumes should be budgeted for administrations of STAAR English III and Algebra II as post-secondary readiness measures?   | Because the Algebra II and English III administrations will be optional, it is difficult to project how many students will participate. For purposes of responding to this RFP, proposers should provide a per student cost to administer these assessments.   |
| 72, pg. 52     | For English I and English II Writing components, if a prompt study is conducted every 3 years consisting of 40 prompts, what is the purpose of including a field test writing prompt in the spring administration?  | Beginning in spring 2015, operational English I and II tests will no longer contain an embedded field-test prompt.   |
| 72, pg. 52     | What is the first EOC administration for which the new contractor is responsible for developing new field test items? The new contractor will construct the December 2015 form using items from the current contractor, but will items eligible for both operational and field test use be available for constructing the Spring 2016 test? | TEA constructs all tests, but the vendor that is awarded the contract will be responsible for assuming production of test booklets and online forms for the 2015 December administration of the EOC assessments. The base test and field-test items to be administered in spring 2016 will have been developed, internally reviewed, and the majority of items will have been externally reviewed by Texas educators. The vendor awarded the contract will be responsible for building field-test matrices and test forms using the field-test items developed in 2015 under the current contract. |
| 72, pg. 52     | How many items are in the existing English III and Algebra II item banks, by item type? What percentage of items does the TEA expect will align with the revised expectations for these assessments?  | New item development for Algebra II and English III will be as minimal as possible. For bidding purposes, proposers should plan for the development of 150 items for Algebra II, 75 items for the writing component of English III, 75 items for the reading component of English III, and 10 writing prompts.   |
| 72, pg. 52     | Given the changes to the English III and Algebra II assessments, does the TEA anticipate setting standards for the new assessments?   | The need to reset performance standards on these assessments will largely depend on the extent of TEKS revisions for these content areas. For purposes of responding to this RFP, proposers should provide average costs for setting standards for one content-area assessment.  |
| 72, pg. 53 (b) | How many education service centers are there, and where are they located?   | Information about the 20 Education Service Centers in Texas is available at <a href="http://www.tea.state.tx.us/regional_services/esc/">http://www.tea.state.tx.us/regional_services/esc/</a> .  |
| 74, pg. 54     | Should the pilot testing strategy requested be priced, and included in the base budget?   | For purposes of responding to this RFP, proposers should provide average costs for conducting a pilot test for one grade/subject assessment.   |

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| 74, pg. 54         | Are there projections as to the number of pilot tests anticipated?<br>Are historical figures available?  | If significant changes to the testing program must be made due to TEKS revisions or new state or federal legislation, some pilot testing may be necessary. However, at this time TEA does not anticipate the need to do any pilot testing during the contract period.   |
| 75, pg. 54         | How many items are field tested each year per test?  | Annual development numbers for the five EOC assessments are listed on page 52 of the RFP. Proposers should assume that 95–100% of these items will be field-tested each year.   |
| 75, pg. 54         | As the costs of different approaches to field testing (embedded, stand-alone, online, operational) will vary, how would the TEA like proposers to present related budget information?                                | For purposes of responding to this RFP, proposers should provide average costs for each approach to field testing for one grade/subject assessment.   |
| 75, pg. 54         | Please confirm that field testing is in the spring form only.  | Field test items are included only in the spring form of the assessments.   |
| 80, pg. 57 (b) (c) | Is the online testing platform for the STAAR A and STAAR L owned by TEA and/or is it to be made available to the selected contractor? Or are proposers to provide a solution for these sub-components in their bids? | The online testing platform used for all online tests administered in Texas, including STAAR A and STAAR L, is the property of the current contractor. The proposer that is awarded the next contract for STAAR will be responsible for providing an online test delivery platform that will support, at a minimum, the currently available embedded accommodations and accessibility tools. Information about these accommodations and accessibility tools can be found in the Educators Guide to STAAR A and STAAR Alternate 2, which can be found at <a href="http://www.tea.state.tx.us/WorkArea/linkit.aspx?LinkIdentifier=id&amp;ItemID=25769818276&amp;libID=25769818379">http://www.tea.state.tx.us/WorkArea/linkit.aspx?LinkIdentifier=id&amp;ItemID=25769818276&amp;libID=25769818379</a> |
| 80, pg. 56-57      | Please define the embedded linguistic accommodations used with STAAR L.  | The accommodations embedded in STAAR L are designed to help ELLs overcome limitations in their English language proficiency and access the content of the assessment. Examples of how these accommodations appear in the assessment can be seen in the practice sets and tutorials that are found in the STAAR L section of the TEA website at the following link:<br><a href="http://www.tea.state.tx.us/student.assessment/ell/staarl/">http://www.tea.state.tx.us/student.assessment/ell/staarl/</a>   |

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| 80, pg. 56-57 | Will STAAR L be offered for the new Algebra II and English III assessments? Will STAAR A be offered for the new Algebra II and English II assessments? Will accommodated versions (braille and large print) be offered for the new Algebra II and English III assessments? | STAAR A and STAAR L versions of English III and Algebra II will not be provided. Braille and large print versions of these assessments will be offered.   |
| 80, pg. 56    | Please confirm how many forms total for each EOC test need to be produced each year. Of that total, how many of those forms are unique per year?   | Since there are three administrations of each EOC assessment per year, the goal is to build three unique test forms per year for each assessment.   |
| 80, pg. 57    | Please define the embedded supports used with STAAR A.   | The accommodations embedded in STAAR A are designed to help students with disabilities access the content of the assessment. Examples of how these accommodations appear in assessment can be seen in the example items and tutorials that are found in the STAAR A section of the TEA website at <a href="http://www.tea.state.tx.us/index2.aspx?id=25769817490&amp;menu_id=793">http://www.tea.state.tx.us/index2.aspx?id=25769817490&amp;menu_id=793</a> |
| 82, pg. 59    | Would the TEA provide a released version of the EOC test that contractors could replicate, and/or modify as appropriate, for producing the sample?   | Released tests are available at <a href="http://www.tea.state.tx.us/index4.aspx?id=25769814834&amp;menu_id=793">http://www.tea.state.tx.us/index4.aspx?id=25769814834&amp;menu_id=793</a> .   |
| 82, pg. 59    | Given that for EOC assessments, a separate test booklet is specified for each EOC assessment (i.e., for each content area), does the TEA require that the booklets be individually sealed?   | All secure materials, including EOC test booklets, must be individually sealed.   |
| 83, pg. 59    | Could the TEA define the term “templates” as it pertains to the following proposal submission requirement: “The contractor shall need to submit the templates with the number of test booklets it proposes producing as part of the bid.”                                  | A template refers to whatever format in which the contractor will be listing the materials and the quantities to be produced.   |
| 83, pg. 59    | Is the TEA requesting the contractor provide Print-on-demand capability for use by the field - e.g., providing Test Proctor's  | TEA is requesting print-on-demand capability for fulfillment of additional order requests.  |
| 84, pg. 60    | With regards to answer documents, what identification sheets does the TEA require?   | Examples of identification sheets used currently and required by TEA are located at <a href="http://www.tea.state.tx.us/student.assessment/training/answer-docs/">http://www.tea.state.tx.us/student.assessment/training/answer-docs/</a> .   |

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| 86, pg. 60                 | For purposes of assuring comparable bids, will the TEA provide bidders a specific list of ancillary materials currently used?   | Ancillary materials are listed in Appendix VI of the RFP. As stated in the RFP, email notifications to guide districts in the coordination of all tests and a calendar for delivery of all materials and required coordinator activities should also be provided under the terms of the contract.  |
| 87, pg. 61                 | How many additional district coordinator packets should contractors plan for? For purposes of assuring comparable bids, would the TEA consider setting a percentage of overage?                   | For purposes of responding to this RFP, proposers should assume a 10% overage for materials.   |
| 92, pg. 63                 | Could the TEA provide clarification regarding the full ~18 month item development life-cycle for the transition <i>in</i> year, such as task splits between the incumbent vs selected contractor? | <p>The stage of the test development and production of each assessment will vary depending on the specific course. The general timeline for annual activities is listed below.</p> <ul style="list-style-type: none"> <li>• Items are delivered to TEA for internal item review in March through June.</li> <li>• Internal item review meetings occur in April through August.</li> <li>• External item review meetings occur in June through September.</li> <li>• Test construction occurs in August through December.</li> <li>• Production of paper tests occurs in November through March.</li> <li>• Production of online tests occurs in November through March.</li> </ul> |
| Reporting – All Assessment | Please define which reports are printed and shipped to the Districts and which reports are posted online  | All standard reports must be available online for districts to access via a secure website prior to being shipped to districts.  |

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| Reporting - All Assessments | <p>The RFP identifies two online systems to clean student data post administration: one under the Data File Requirements section and refers to cleaning student identifiers, and another under Reporting and refers to cleaning information provided on the answer document. Please confirm this is the same system and please define what type of data the users are allowed to modify within the system.</p> | <p>The contractor must provide an online secure system for districts to make changes/updates to:</p> <ul style="list-style-type: none"> <li>• incorrect student identification information that includes the student’s name (first name and last name), identification number (PEIMS ID number), and date of birth</li> <li>• students’ test taken information (see TEST TAKEN INFO field on sample answer documents)</li> <li>• students’ score code information</li> </ul> <p>These changes can be made by the districts at any time during the year.</p> <p>In addition, the contractor must allow a short correction window following each test administration to allow districts to update incorrect student identification information that includes the student’s name (first name and last name), identification number (PEIMS ID number), and date of birth submitted during testing (either on the student’s answer document or online testing record). During this correction window no updates must be made to student’s test taken information or student’s score code information.</p> <p>Districts are required to verify all precoded/preloaded program and demographic information. They are allowed to make changes/updates to student’s program and demographic information only during a testing window prior to submitting the student’s answer document/online record for scoring.</p> |
| Reporting - All Assessments | <p>The report interpretation guides posted online mention Optional Reports and Optional Services for Standard Reports that we do not see referenced in the RFP. Please confirm the contractor does not have any involvement in these reports or services.</p>  | <p>Under this contract, all individual and summary reports will be standard and provided to districts free of charge.</p>  |
| 104, pg. 69                 | <p>The RFP states that “the contractor shall also be responsible for scoring STAAR English III essays and short answer reading responses “as needed.” “Are there any projections as to the expected number of students taking this (optional) assessment?”</p>   | <p>Because the English III administration will be optional, it is difficult to project how many students will participate. For purposes of responding to this RFP, proposers should provide a per student cost to score an essay and a short answer reading response.</p>  |

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| 112, pg. 74     | Please confirm that the statement "...develop at least 80 items per grade/subject and course." is in reference to the life of the contract and not per year.                                       | For each year of the contract, the contractor is expected to provide TEA with a minimum of 80 items in each grade/subject and course for which a STAAR Alternate assessment is administered.   |
| 112, pg. 74     | It is stated that each test form is based on six essence statements. Are the items written to each of the six essence statements all core items or does the six include embedded field test items? | Each STAAR Alternate assessment tests five base-test essence statements and one field-test essence statement.  |
| 112, pg. 75     | At what stage will the field test items from the current contractor be when they are handed off? And to what stage should the field test items for the 2020 assessment be for this contract?       | STAAR Alternate assessment items developed in 2015 under the current contract will be in various stages of the test development process depending on the specific grade/subject or course. Most of the items will have been through internal item review, and some may have been through external item review. |
| 113, pg. 75     | Please confirm that the 25 educators for item review is the total number for all committees and not a per committee number.  | Each educator review committee consists of approximately 25 educators.   |
| 113, pg. 75     | Please provide the percentage of committee members that will need overnight accommodations and the percentage that will need airfare.  | In general, the contractor should plan for 95–100% of the committee members needing hotel accommodations and 70–90% needing airfare.   |
| 72, pg. 53 (a)  | Under the New Assessments section it indicates that should there be significant changes to the TEKS, then meetings may be required. How should this be handled for budgeting purposes?             | For bidding purposes, the contractor should plan for one 2-day meeting per assessment.   |
| 113, pg. 75 (a) |  |  |
| 114, pg. 76     | For budgeting purposes is there specific number of pilots that should be used?   | If new state or federal legislation requires that STAAR Alternate be redeveloped, pilot testing may be necessary. However, at this time TEA does not anticipate that this will occur during the contract period.   |
| 117, pg. 77     | The RFP indicates there is no plan for standard setting after spring of 2015. Should respondents budget a per grade/content standard setting cost to include in the response?                      | For purposes of responding to this RFP, proposers should provide average costs for setting standards for one grade/subject area assessment.  |
| 123, pg. 79     | With the stated need for test administration manuals to contain secure test items, is the TEA looking for effectively two manuals – one secure and one non-secure?                                 | No, TEA is looking for one test administrator manual for STAAR Alternate that will contain both secure and non-secure information.   |

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| 132, pg. 82       | Is historical data available on assessment participation of parent-placed and out-of-district private school students?  | Information about participation of home-schooled and private school students is available in the Student Assessment item on private school costs presented at the November 2013 State Board of Education meeting (see <a href="http://www.tea.state.tx.us/index4.aspx?id=25769808852">http://www.tea.state.tx.us/index4.aspx?id=25769808852</a> ). |
| 143, pg. 87       | What is the release schedule for the alternate assessment? Is it full release in 2016 and then every three years thereafter?  | STAAR Alternate is scheduled to be released in 2016. Release plans beyond that have not been finalized, but proposers should plan for STAAR Alternate to be released on a schedule similar to STAAR.   |
| Appendix II, pg.3 | The chart states the total number of EOC examinees for 2013-2014. Is there a breakdown of examinees for each specific test administration: May, July, and December? | Information about the number of students tested in the May, July, and December EOC administrations is available at <a href="http://www.tea.state.tx.us/index4.aspx?id=25769808852">http://www.tea.state.tx.us/index4.aspx?id=25769808852</a>   |
|                   | Is it required to achieve ADA 508 compliant for students/parents with disability? Text-to-speech or speech-to-text tests (both tests and answers)?                  | Tests that students take, whether online or in paper format, do not have to be 508-compliant. However, all materials (including released tests) developed under this contract that are posted to the TEA website must be 508-compliant. Currently the state assessments make use of text-to-speech technology but not speech-to-text.              |
|                   | Are proposals for the different assessment components (i.e., 3-8, EOC, TELPAS) to be submitted in separate binders?   | Separate binders are not required or requested but each component must be clearly marked. Proposers have latitude in how they wish to submit proposals.  |
|                   | Does the 500 page limit apply to all proposals whether they include one, two, three, etc components or does the 500-page limit apply to each component?             | The 500-page limit applies to the entire submission. If you are responding to only selected components, keep in mind that the expectation is that the response to all components will be 500 pages, so a response to fewer components should take fewer pages.   |
|                   | Is there any room for negotiations re: the ownership of the item bank etc?  | TEA ownership of all test items developed or currently owned under the subsequent contract or existing contract with the state assessment program is not negotiable.   |

| Page Number or Section Reference        | Question   | Response   |
|---|--|--|
| Cost Proposal Instructions              | Could the State provide proposers with Attachment E – Suggested Format For Budget And Expenditures Report in Excel?  | The attachments will be provided in a word or excel format to be used in the response.   |
| Cost Proposal Instructions              | Please provide details as to the state's expectations for the budget summary and expenditure report. For example, should proposers provide total original budget by task only? Are the monthly allocations for the budget summary and expenditure report a requirement for proposal submission or post contract award reporting?   | The agency is seeking a high level budget per major deliverable/task and a detailed budget breaking down those costs per subtask. We need to be able to determine the cost per test, the cost per ongoing deliverables as well as the monthly cost towards progress. |
| Budgeting clarification<br>pg 3/pg 65   | Where should proposers identify per student pricing requirements?<br>For example: storage of all assessment materials & private school students  | Pricing should be different line items in the pricing proposal.  |
| Budgeting clarification<br>pg 54 /pg 69 | Should proposers include budgets that end 8/31/19 or 8/31/20?  | The term of the contract was discussed in the Proposer's Conference. Proposers were instructed to provide cost proposals for year five of the contract to help forecast costs.   |
| Budgeting Clarification                 | There are a number of places in the RFP where separate or optional pricing is requested:<br>Development of performance based items pg 51<br>incorporation of online accommodations into the item development process pg 52<br>item development for 3 special forms pg 3<br>development and administration on demand online forms pg 53<br>develop scrambled test forms for EOC pg 56<br>online assessment activity options pg 58, rescore cost option districts pg 68.<br>Where should proposer's identify separate pricing requirements? Will these optional pricing requirements be included in the cost proposal evaluations? | Proposer's should include a separate page identified as OPTIONAL PRICING with the pricing for any items outside the core requirements.   |

## RFP 701-15-002

## Addendum #2

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|--|---|---|
| Budgeting clarification<br>pg 57                                     | What amount should proposers include for a stipend for content validation panel members?  | Currently content validation panel members receive an \$800 stipend per meeting. TEA will consider other suggestions for stipends based on industry standards.  |
| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | Should the RFP cover sheet (Attachment D) be included for each component or just once for the overall bid (if bidding multiple components)? Does it count toward the 500 page limit?  | Only one (1) copy of the RFP Cover Sheet is needed. The cover sheet does not count towards the 500 page limit.  |
| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | If bidding multiple components, the Management Plan for the Project could apply to all components. Does a separate Management Plan need to be included for each component, or could one management plan section be included for the entire bid, and therefore those pages would only be counted once in the 500 page limit? | Every component that is being responded to needs to be complete in order to be evaluated against other proposal responses. The management plan is included in the 500 page limit.   |
| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | Does the Task/Activity Plan (Attachment F) count toward the 500 page limit, or can it be included in an appendix?   | The Task/Activity Plan (Attachment F) does not count toward the 500 page limit, it may be included in an appendix.  |
| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | Please confirm that the cost proposal (Attachment E) does not count toward the 500 page limit.  | The Cost Proposal does not count towards the 500 page limit and should be a separate file clearly marked as discussed in the Proposer's Conference.   |
| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | Does the Evidence of Proposer's Financial Responsibility count toward the 500 page limit, or can it be included in an appendix? Also please confirm that it only needs to be included once if bidding multiple components.  | The Evidence of Proposer's Financial Responsibility does not count toward the 500 page limit and may be included in an appendix. One copy is sufficient.  |
| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | Does Attachment B, the Signed Execution of Offer..., count toward the 500 page limit, or can it be included in an appendix? Also please confirm that it only needs to be included once if bidding multiple components.  | Attachment B, Signed Execution of Offer does not count towards the 500 page limit and may be included in an appendix. ? One copy is sufficient.   |
| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | Does the HUB Subcontracting Plan (Attachment C) count toward the 500 page limit, or can it be included in an appendix? Also does the HSP have to be done by component, or can one plan be submitted for the total bid (if bidding multiple components)?   | The HUB Subcontracting Plan (Attachment C) does not count toward the 500 page limit and can be included in an appendix. The HSP may or may not have the same subcontracting opportunities so a separate HSP is needed for each component. |

## RFP 701-15-002

## Addendum #2

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| Section 3, Proposal Format and Content, pages 119–121 and Appendix I | Since requirements 1–15 on pages 11–16 of the RFP apply to each component, do bidders who submit proposals for multiple components have to address 1–15 in each component? It would be very repetitive for evaluators to have those requirements addressed in each component, and it would consume a significant part of the 500 pages.                                   | Every component that is being responded to needs to be complete in order to be evaluated against other proposal responses.  |
| Budgeting clarification pg. 87                                       | Would the state provide additional details for budgeting of the focus groups for reports for the STAAR EOC program? For example, how many attendees are expected? Is the proposer responsible for travel and reimbursements?  | The focus group for reports is a new committee. Proposers should provide suggestions for who and how many individuals should be invited. The proposer is responsible for travel and reimbursements.   |
| Proposal Submission Instructions                                     | Would the state please clarify if separate, sealed proposal submissions for each component are required? Or, would the state prefer a single submission from each proposer that is clearly delineated and tabbed per component?   | TEA has no preference however each component must be clearly marked.  |
| Proposal Submission Instructions                                     | Does the 500 page limit apply to each separate component or for all components in totality?   | Previously answered   |
| 145, pg. 90  | It is stated “TEA is interested in minimizing the amount of time involved on the part of raters in training and preparing to rate listening and speaking.” Is it possible to view TEA’s TELPAS training module and TELPAS calibration to enable vendors to suggest “new, more efficient methods for training raters to rate the listening and speaking language domains”? | The training modules and online calibration are currently in production and will not be available until January 2015. Proposers should assume that training modules could take 1 to 3 hours to complete. Additionally, raters typically spend an hour or more in calibration activities . |
| 6, pg. 12  | Who will be responsible for costs associated with material moves – the sending contractor or the receiving contractor?  | The TEA Project Manager will approve the Transition Plan prior to its implementation. Both the sending and receiving contractor may have some costs that will be identified in the Transition Plan.   |

| Page Number or Section Reference   | Question   | Response   |
|--|--|--|
| <b>Page 4--1.2</b>   Important Note: Proposers may bid on this component only in conjunction with at least one other component in this RFP.  | Of the 30 copies of the proposal to be submitted, are all of these to be hard copies?<br><br>Please confirm that bidders do NOT need to bid on Program Integration (Section 1.5.1) in order to bid on other components.  | Twenty eight (28) copies should be hard copies and two (2) flash drives.<br><br>Bidding on Program Integration (Section 1.5.1) is optional. If a contractor chooses to bid on Program Integration, they must also bid on at least one other component in this RFP.   |
| <b>Page 25--1.5.2</b>   "The assessments at grades 3-8 are designed to be administered both on paper and online, although 99% of these assessments are currently administered on paper."   | Is there any guidance regarding how the mix of online and paper administrations will change for STAAR 3-8 during the term of this contract? Is there any guidance regarding the number of schools/districts that will test online each year?   | Previously answered  |
| <b>Page 26--1.5.2</b>   #32, The contractor will be responsible for developing artwork, reading selections, writing passages, and writing prompts as well as obtaining copyright permission for any artwork of published reading sections that are used.   | What percentage of the development items in each grade/content area will require permission? Also, please describe the type and length of permission required.   | At least 50% of the reading selections, including all fiction and poetry, must be published at grades 3-8. This percentage is specified on page 27 of the RFP. Paper and secure web right permissions are needed for field testing and operational assessments. In addition, nonsecure web right permissions are needed for operational assessments that are released to the public. Permissions range from a minimum of five years to a maximum of ten years. |
| <b>Page 26--1.5.2</b>   #32 Above  | Will the new vendor receive complete permission records, and what is the new vendors' responsibility for previous permission purchases addressed?  | The new vendor will receive complete permissions records. Those permissions that have been paid for during the current contract period will be transferred to the new vendor during the transition period; however, at the beginning of the next contract period, the new vendor will be responsible for securing any permissions that are in the process of being obtained.   |
| <b>Page 26--1.5.3</b>   The contractor shall conduct an annual inventory of the STAAR 3-8 item bank.   | Can TEA specify which item banks and content areas will be turned over to the STAAR 3 - 8 vendor? What will be the time of the transfer? How will the item bank be transitioned? What format/file type will the items be supplied in? For costing purposes, how many items will be transitioned? | Item banks for the grades and subjects listed on pages 28 and 29 vary in size (about 1000 items per grade/subject). All items within these item banks are in Quark and will be transferred during the transition period.   |
| <b>Page 26--1.5.3</b>   The contractor shall conduct an annual inventory of the STAAR 3-8 item bank.   | Please confirm that the STAAR 3 - 8 vendor will not be responsible for content areas that are no longer part of the current test, e.g. chemistry, physics, geometry, algebra II, world history, world geography, English III.  | The STAAR 3-8 vendor is responsible for developing items only for the grades and subjects listed on pages 28-29 of the RFP.  |
| <b>Page 27--1.5.2</b>   The contractor from the previous contract (2010-2015) shall provide items developed in 2015 for field testing in spring 2016 to the contractor selected for the 2015-2019 contract.  | Please specify what item format these items will be provided in.   | All items are provided in Quark.   |
| <b>Page 27--1.5.2</b>   The contractor from the previous contract (2010-2015) shall provide items developed in 2015 for field testing in spring 2016 to the contractor selected for the 2015-2019 contract.  | Please confirm that all items are multiple choice items and writing prompts. Please confirm that there are not any technology enhanced items or short answers items.   | Items developed for STAAR 3-8 include multiple-choice questions, machine scorable griddable questions, reading selections, writing passages, and writing prompts. Currently there are not any technology-enhanced items or short answer items for STAAR 3-8.   |
| <b>Page 44--61</b>   Additional studies and equating activities may be required for other needs and uses as determined by TEA, such as grade correlation studies for inclusion in an agency report.  | Do these additional studies likely include comparability studies for Spanish, STAAR A and L versions, as well as online vs. paper forms?   | Yes, it is possible that additional studies may include comparability studies.   |
| <b>Page 47--65. Reporting</b>   In addition, as specified in TEC §28.0211, the contractor shall score the grades 5 and 8 reading and mathematics tests and report results to the appropriate school district no later than 10 working days after receipt of the test materials to the test contractor. | Is the 10 turn-around time for all grade 5 and 8 students, or just high profile students?  | The 10-day turn around is for all students taking STAAR, STAAR Spanish, STAAR L, and STAAR A versions of the reading and mathematics tests at grades 5 and 8.  |
| <b>Page 50--1.5.3</b>   "The EOC assessments are designed to be administered both on paper and online, although 90% of the EOC administrations are currently administered on paper."   | Is there any guidance regarding how the mix of online and paper administrations will change for STAAR EOC during the term of this contract? Is there any guidance regarding the number of schools/districts that will test online each year?   | Previously answered  |

| Page Number or Section Reference  | Question  | Response  |
|---|---|---|
| General   | The TEA currently reports progress measures. Is this something that is expected from the STAAR 3-8 or STAAR EOC contractor? Or is it typically done by the program coordination contractor?   | Progress measures are reported on various student reports as well as data files provided to districts after each test administration. The expectation is that each vendor will be responsible for reporting the applicable progress measures. However, the Program Integration vendor will coordinate the timely exchange of student level data needed to calculate the appropriate progress measure for each student so reporting timelines can be met as required by TEA. |
| Page 47--65 - 67   Section 65: "It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available, at a minimum, as hard-copy (paper) and as downloadable PDF files from a secure website"; Section 67: The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration      | In order for vendors to submit comparable bids, will the state clarify how which reports the state expects to receive in hard copy and the quantity that bidders should use?  | A complete list of all individual and summary reports currently provided to districts is available in the Interpreting Assessment Reports guide at <a href="http://tea.texas.gov/student.assessment/interpguide/">http://tea.texas.gov/student.assessment/interpguide/</a> . Districts receive two copies of the confidential student reports and one copy of all other available reports listed in the guide.  |
| Page 71--108   The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration  | In order for vendors to submit comparable bids, will the state clarify how which reports the state expects to receive in hard copy and the quantity that bidders should use?  | See response to #13.  |
| Page 86--138, 140  Section 138: "It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available, at a minimum, as hard-copy (paper) and as downloadable PDF files from a secure website" ; Section 140: The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration   | In order for vendors to submit comparable bids, will the state clarify how which reports the state expects to receive in hard copy and the quantity that bidders should use?  | See response to #13.  |
| Page 101--171, 173   Section 171: "It is anticipated that a similar schedule shall be followed in future years. Individual and summary reports shall be available, at a minimum, as hard-copy (paper) and as downloadable PDF files from a secure website" ; Section 173: The contractor shall provide statewide, region, district, and campus level aggregations (summary reports) of performance and demographic data in hardcopy and/or electronic format as specified by TEA following each test administration | In order for vendors to submit comparable bids, will the state clarify how which reports the state expects to receive in hard copy and the quantity that bidders should use?  | See response to #13.  |
| 72, pg. 51  | Please confirm whether responders are to provide additional reading selections, in addition to those that are associated with sample items, in order to "represent literary and informational genres as well as varying levels of text complexity." | Additional reading selections are not required. The sample reading selections and their associated items should represent various genres and a range of text complexity.  |
| 79, pg. 55  | What does the state mean by "the selection or item image" and how are they different from the text and art?   | The "selection" refers to a reading passage. The "item image" refers to the entire contents of an item including text, art, graphics, answer options, etc.  |
| 82, pg. 59  | For budgeting purposes for the paper administration of the EOC assessments, does the TEA prefer to have one column of test items per page or two columns? (i.e. two multiple choice items per page or 4 multiple choice items per page).            | Test items are presented across the full width of the page (one column); one to four items may appear on a page depending on the size of the item and the amount of white space needed for computations.  |

| Page Number or Section Reference  | Question  | Response   |
|---|---|--|
| 90, pg. 62  | Does the state currently capture teacher/classroom/student association in the PEIMS system? Or, if not, could they?   | For a detailed description of the current PEIMS data standards, refer to the documents posted at <a href="http://tea.texas.gov/Reports_and_Data/Data_Submission/PEIMS/PEIMS_Data_Standards/PEIMS_Data_Standards/">http://tea.texas.gov/Reports_and_Data/Data_Submission/PEIMS/PEIMS_Data_Standards/PEIMS_Data_Standards/</a>   |
| General – STAAR End of Course   | Could the TEA please confirm the translation requirements, if any, for the EOC mathematics and science assessments?   | STAAR end-of-course assessments are only administered in English; there are no translation requirements.   |
| General - STAAR Alternate   | Could the TEA please confirm the translation requirements, if any, for the STAAR Alternate assessment?  | STAAR Alternate assessments are only administered in English; there are no translation requirements.   |
| 125, p.80   | Could the TEA please provide a list of materials included in the District Test Coordinator packets for STAAR Alternate 2?   | Refer to Appendix VI for current contents of district coordinator packets.   |
| 131a., pg. 82   | Could the TEA please indicate the number of individuals to be trained for the STAAR Alternate 2, length/duration of each training, and location(s) of each training?  | As stated on page 20, "approximately 150 people attend this training annually." The training takes place in Austin and lasts no longer than 2 days.  |
| 155, pg. 95   | For budgeting purposes, could the TEA please provide an estimate of the number (or percentage) of paper-based test booklets needed for the TELPAS assessment?   | In 2014, approximately 550 paper versions of the TELPAS reading tests were scored and approximately 800 paper booklets were shipped.   |
| General – Braille   | Could the TEA provide a breakdown of the number of contracted and uncontracted Braille tests administered in 2014 across EOC (including STAAR A and STAAR L) and TELPAS?  | Braille versions are not provided for STAAR L or STAAR A. In 2014, the vendor processed 68 contracted Braille versions of STAAR EOC assessments and 14 uncontracted Braille versions of STAAR EOC assessments.   |
| 39, pg. 33, 39  | Please confirm that the STAAR A and STAAR L assessments are not constructed using the same items as the general STAAR assessment each year. What is the source of the items for these special forms (p. 33 references a shelf test as the source, but p. 29 discusses sufficient item development to construct these additional forms)? | <b>The STAAR A and STAAR L forms that will be administered in spring 2015 have been built based on the STAAR base tests that were administered in a previous year. It is the expectation that the vendor will provide sufficient STAAR items to support the construction of a unique test form that will then be used to build a single shelf test version of STAAR A, STAAR L, and Braille. TEA's goal is that these special forms will eventually be built annually using the operational STAAR form for a given year; however, because the test-development process does not currently allow for that, a shelf test will be put in place.</b> |
| Follow-up question to answer provided for above question [highlighted - #39, page 33, 39] | Is this plan also appropriate for the braille version of STAAR?   | Progress measures are reported on various student reports as well as data files provided to districts after each test administration. The expectation is that each vendor will be responsible for reporting the applicable progress measures. However, the Program Integration vendor will coordinate the timely exchange of student level data needed to calculate the appropriate progress measure for each student so reporting timelines can be met as required by TEA.  |
|   | What year should contractors anticipate building the next shelf version of the STAAR A and STAAR L?   | Given the current forms are scheduled to be released after the 2016 administrations, new forms will be needed for the 2017 administrations.  |
|   | What year should contractors anticipate building STAAR A, STAAR L, and the braille version of STAAR on an annual basis using items from the STAAR operational tests?  | The timing of the move to an annual build of these special forms using the live operational base test is dependent on innovations to the development process to be proposed by the vendor. It is the desire of TEA to make this move as early as possible.   |
|   | Please confirm whether the plan, as elaborated in both the first set and this set of questions, for the construction of STAAR A and STAAR L using items from the STAAR operational test is appropriate for STAAR EOC as well as STAAR 3-8?  | Yes, responses related to the production of STAAR A, STAAR L, and Braille versions of STAAR apply to both 3-8 and EOC.   |
| Follow-up to Addendum 2   | In response to Q&A #1 from Addendum 2, when will the state provide the cost proposal attachments in Excel?  | The forms are posted to the ESBD.  |
| Section 94, Out-of-District Students  | Do out-of-district students test on paper or online?  | STAAR EOC assessments are offered both online and on paper. Out-of-district students can be tested in either mode.   |
| Sections 106 Reporting and Section 107 Standard Reports                                   | Is the reporting due date defined as the date printed reports are due to schools, or the date reports are posted online? If the latter, how long after digital files are posted are printed reports to be delivered to schools/districts?   | The dates listed on the assessment calendar are the dates by which printed reports should have reached all districts. Electronic access to the reports occurs as soon as processing/quality control verification is completed and approval to post is given by TEA.  |
|   | Could the TEA provide guidance on quantities to budget for paper-based versions of the following:   | Refer to Appendix II for number of assessments by program and mode of  |

| Page Number or Section Reference  | Question   | Response  |
|---|--|---|
| General – Paper-based testing quantities  | <ul style="list-style-type: none"> <li>· STAAR A (spring, Summer &amp; winter)</li> <li>· STAAR L (spring, Summer &amp; winter)</li> <li>· EOC Large print</li> <li>· TEPAS Reading</li> <li>· TEPAS Reading Large print</li> </ul>  | administration in 2013-2014. The number of students who participated in the 2014 STAAR Modified should be referenced when anticipating the minimum number of STAAR A participants. Paper testing for STAAR A and TEPAS is not anticipated to be more than 2% of participating students.             |
| In the Addendum 1 responses to questions – page 13, first question/response – bidders are directed to the November 2013 State Board of Education meeting minutes at <a href="http://tea.texas.gov/index4.aspx?id=25769808852">http://tea.texas.gov/index4.aspx?id=25769808852</a> . | Included in the minutes is a Pearson Letter of Cost Certification containing booklet counts and costs for 2012-2013 assessments. Summing the booklet counts and associated costs for STAAR End of Course and for STAAR Modified End of Course, yields 1,948,751 student booklets processed at a component cost of \$25,070,043. On page 6 of the RFP, it states that “during the 2013-2014 school year, approximately 2,700,000 STAAR EOC assessments were administered.” Two questions: |   |
|   | 1- What caused the apparent 38% year-to-year increase in the number of STAAR EOC assessments administered?   | The difference in number of assessments administered reflects the increased number of retesters between 2012-2013 and 2013-2014.  |
|   | 2- What were the comparable total costs of administering the 2013-2014 STAAR EOC assessments?  | The comparable cost for 2013-2014 is \$21,020,191. The difference is due to the elimination of STAAR Modified.  |
| Section 80, Test Design and Construction  | For each end-of-course assessment, would the TEA please identify the first test administration for which the new contractor will be required to construct the tests?   | Previously answered   |
|   | Will the existing STAAR blueprint for all subjects and levels be maintained or will the proposer plan to review and adapt the blueprint with the TEA and subject-matter experts?   | The STAAR blueprints posted on the TEA website were established for the STAAR program and are not subject to change. However, the blueprints may have to be revised to address changes such as legislative requirements for the assessment program or revisions to the statewide curriculum (TEKS). |
|   | How many forms of each STAAR Grade Level assessment are currently developed and active?  | As part of the Student Success Initiative, three test forms are built each year for grades 5 and 8 mathematic and reading. For all other tests in grades 3-8, only one test form is built each year.  |
|   | How many forms of each STAAR EOC exam are currently developed and active?  | Because STAAR EOC assessments are part of the graduation requirements, three test forms are built each year for each course.  |
| Section 1.5.1, Requirement 20, Page 20  | How much should bidders budget for “consulting fees” for TAC members?  | Currently TAC members receive a \$3600 stipend per 2-day meeting. TEA will consider other suggestions for consulting fees based on industry standards.  |
| Section 1.5.1, Requirement 21, Page 20  | Is the ESC training conducted in one location or multiple? How many days of training should be budgeted?   | Previously answered   |
| Section 1.5.2, Requirement 32, Page 27  | For the internal item review meetings with TEA, is the contractor expected to attend in-person or can they participate remotely?   | The contractor is expected to attend both internal and external item review meetings in person.   |
| Section 1.5.2, Requirement 32, Page 27  | On page 27 of the RFP it states: The contractor from the previous contract (2010–2015) shall provide items developed in 2015 for field testing in spring 2016 to the contractor selected for the 2015–2019 contract. How many item/passages will this contractor be providing for field testing in 2016 for each subject and grade and what is an estimated date for this delivery?  | Previously answered   |
| Section 1.5.2, Requirement 33, Page 30  | Is the \$80 reimbursement to school districts per teacher paid for meetings that occur in the summer as well, or is a different stipend paid to teachers for summer meetings?  | There is no stipend paid to teachers; \$80 is paid to a school district for reimbursement of a substitute teacher if one is required.   |
| Section 1.5.2, Requirement 36, Page 31  | For the data review meetings with TEA, is the contractor expected to attend in-person or can they participate remotely?  | Currently the contractor attends data review meetings in person. It may be possible for contractor staff to participate in data review meetings remotely.   |
| Section 1.5.2, Requirement 40, Page 34  | Is “user training for the online environment” done in-person or via webinar? If in-person, please provide specifications for how many locations, attendees, what expenses the contractor is responsible for, etc.  | User training may be presented via a webinar or as a face-to-face training. Proposers should anticipate accommodating the needs of region and district testing coordinators from all 20 educational regions in their proposals.   |
| Section 1.5.2, Requirement 41, Page 35  | Under “Test Booklet Specifications”, TEA requests costs for both separate and combined booklets for 3-8. Please confirm that this includes separate test booklets and separate answer documents for each content area.   | Proposers should refer to administration dates and provide the most cost-effective ways to produce and distribute test booklets and answer documents. Subject area tests may be combined by grade level in test booklets and on answer documents as appropriate, based on administration dates.     |

| Page Number or Section Reference           | Question   | Response   |
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| Section 1.5.2, Requirement 42, Pages 35-36 | For the STAAR for Grades 3-8, please provide estimated quantities for the Braille Contracted, Braille Uncontracted, and large-print test booklets for each administration.   | In 2014, the vendor processed 77 contracted Braille versions of STAAR EOC assessments and 19 uncontracted Braille versions of STAAR assessments in grades 3-8.   |
| Section 1.5.2, Requirement 63, Page 45     | The RFP mentions rangefinding. Please confirm that rangefinding is only done on field test items, and not operational items. Also, is rangefinding done only with TEA or with committees of educators? If with educators, please provide specs regarding the number of educators per committee.  | Only TEA and contractor staff who are responsible for the performance-component scoring process participate in rangefinding. Once STAAR prompts and short answer questions have been placed on operational assessments, rangefinding is done on field-test responses to these prompts and questions (in addition to the scoring already done by field-test readers). TEA and contractor management-level staff, including the respective scoring directors, analyze these responses and assign "true" scores, which serve as the basis for all responses used in scoring guides, training sets, and qualifying sets. |
| Section 1.5.2, Requirement 66, Page 47     | Please confirm that all student and summary reports must be provided in hard copy as well as electronic. How many of each report should be printed and shipped?  | All student and summary reports must be provided in both hard copy and electronically. Districts receive two copies of the confidential student reports and one copy of all other reports  |
| Section 1.5.2, Requirement 68, Page 48     | Please confirm that the Program Integration contractor will be responsible for one Interpreting Results guide for all tests combined. Note that this guide is not mentioned in Section 1.5.1 under the requirements for the Program Integration contractor. Is this guide only provided electronically or are hard copies required to be produced and shipped by the Program Integration contractor? If hard copies are required, please provide quantities. | Progress measures are reported on various student reports as well as data files provided to districts after each test administration. The expectation is that each vendor will be responsible for reporting the applicable progress measures. However, the Program Integration vendor will coordinate the timely exchange of student level data needed to calculate the appropriate progress measure for each student so reporting timelines can be met as required by TEA.  |
| Section 1.5.3, Requirement 72, Page 52     | On page 52 of the RFP it states: The contractor from the previous contract (2010–2015) shall provide items developed in 2015 for field testing in spring 2016 to the contractor selected for the 2015–2019 contract. How many item/passages will this contractor be providing for fielding in 2016 for each subject and course and what is an estimated date for this delivery?  | Previously answered  |
| Section 1.5.3, Requirement 83, Page 59     | For the STAAR EOC, please provide estimated quantities for the Braille Contracted, Braille Uncontracted, and large-print test booklets for each administration.  | Previously answered  |
| Section 1.5.5, Requirement 144, Page 89    | Will items from the previous contract be provided to the new contractor to be included as field test items on the spring 2016 TELPAS forms? If so, how many items will be provided by grade and what is the estimated delivery of the items to the new contractor?   | 2016 field test items will be handed over to the new contractor at the beginning of the contract. Quantities are planned to be as follows for the 2015 TELPAS reading administration: Grade 2 – 10 field test items per form; 40 forms<br>Grade 3 – 13 field test items per form; 34 forms<br>Grades 4-5 – 13 field test items per form; 34 forms<br>Grades 6-7 – 15 field test items per form; 20 forms<br>Grades 8-9 – 15 field test items per form; 20 forms<br>Grades 10-12 – 15 field test items per form; 24 forms   |
| Section 1.5.5, Requirement 155, Page 95    | Please confirm that a small number of paper tests of the TELPAS reading assessments only are required (and not for the other domains tested). Please provide quantities by grade for bidding purposes.   | Previously answered  |
| Section 1.5.5, Requirement 175, Page 103   | Please provide quantities by grade for parent brochures for TELPAS, both in English and Spanish (as were provided for STAAR 3-8 and STAAR EOC).  | The TELPAS parent brochures are printed with English and Spanish on the same document. Quantities for grades K-1 and 2-12 for 2014 were 234,800 and 660,570 respectively.  |
| Section 4.2, Page 122                      | For Past Performance, how far back should bidders provide contract information? Will five years be sufficient?   | Five years is sufficient.  |
| General                                    | Is there a budget established for each component, and if so, can the State please provide this information.  | There is no existing budget of the components.   |
| General                                    | What is the contract value for the STAAR 3-8 program in 2014-15?   | \$30,356,781   |
| General                                    | What is the contract value for the STAAR EOC program in 2014-15?   | \$23,399,180   |
| General                                    | What is the contract value for the STAAR Alternate program in 2014-15?   | \$3,393,570  |
| General                                    | What is the contract value for the TELPAS program in 2014-15?  | \$7,067,867  |

| Page Number or Section Reference                                     | Question   | Response  |
|--|--|---|
| HUB Subcontracting Plan  | Is the HUB goal per component, or can it be met by the overall bid if bidding multiple components?   | The HUB Subcontracting Plan applies to each component as not all components will have the same subcontracting opportunities. Additionally, the same vendor may not be awarded all the components. Vendors submitting for all components may submit one master HSP but are required to list the subcontractors per component.  |
| HUB Subcontracting Plan  | If there are pieces of work that have been identified for subcontracting that are highly specialized and no vendors listed in the HUB directory do the type of work, does the prime bidder still need to solicit 3 HUBs and minority/women trade organizations under Method B? Or can a prime bidder just provide justification in the space provided on Page 2 of HSP Good Faith Effort – Method B (Attachment B)?  | As long as there are no vendors listed in the category "HUBs on the CMBL" or the "HUBs not on the CMBL" Directory it is not necessary to solicit 3 HUBs or contact minority organizations. Justification must be provided for any categories where HUB were not available.  |
| Pg. 33, Requirements 2-39  | The RFP states that the contractor will provide content review and technical assistance in the development of test forms. In Addendum I, the Q&A states, on page 7, that the TEA constructs all tests, but further down in the response states that "The vendor awarded.....be responsible for building field-test matrices and test forms using the field-tested items..." Please clarify the vendor's role in the development of operational test forms.                               | As stated earlier, TEA constructs all operational tests. The vendor is responsible for providing content and psychometric reviews of operational test forms. In addition, the vendor is responsible for building field-test matrices and producing paper and online versions of the operational tests with the embedded field-test items.   |
| Pg. 21, Requirement 23   | Please clarify if should vendors consider management and presentation of electronic student data for the entire duration of a student's academic career. Our understanding is that, while the RFP cites the relevant legislation as only requiring data back to 2007, the current vendor provides additional historic data. Would TEA like vendors to provide cost options to retain data from 2000 to 2007 to provide for all K-12 students with some allowance for certain conditions? | The Texas Education Code, 32.258 specifies that certain analytic data will include information from 2007 to the present, as currently available in the Analytic Reports section of the Texas Assessment Management System. However, the system must be capable of handling the agency requirement to house electronic versions of all student testing results indefinitely. This requirement will include data from before 2007 that the selected vendor will be responsible for maintaining and, upon request, accessing in order to retrieve individual- or aggregate-level results. Vendors should consider management and presentation of electronic student level data for the entire duration of a student's academic career. |
| Pgs. 26, 32, 50, 55, and 104;<br>Requirements 32, 38, 72, 79 and 177 | · How many legacy items are in the current item bank per test/content area/item type?  | Previously answered   |
|  | · How many legacy items currently exist in the Algebra II and English III item banks?  | Previously answered   |
|  | · What is the approximate number and/or percentage of legacy permissioned (or third-party) materials in the current item bank, by test and by subject area?  | Previously answered   |
|  | · Are the third-party items currently licensed and paid for, or does that responsibility come with transitioning the legacy items to the new contractor?   | Previously answered   |
|  | · Please specify the format of legacy items (QTI, XML, HTML, etc.) and associated item images (PDF, .eps, .jpeg, etc.).  | Previously answered   |
|  | · Do those legacy items currently in the item bank already have alternative text written for the graphics (for text-to-speech)?  | No  |
| Pg. 37; Requirement 47   | STAAR 3–8 Assessments: Based on the reduced examinee volumes, please validate the assumption for shipping to 100% of the districts and schools for the Spring administration. So that we can accurately assess shipping volumes, please verify that this would be 75% for Retake 1 and 50% for Retake 2.   | Statewide passing rates for each administration of STAAR grades 5 and 8 reading and mathematics are available at <a href="http://tea.texas.gov/taaar/rpt/sum/">http://tea.texas.gov/taaar/rpt/sum/</a> .  |
| Pg. 52; Requirement 72b  | Will the contractor develop special forms for STAAR EOC in the first contract year (2015) or over the duration of the life of the contract?  | Additional special forms are expected to be developed throughout the life of the contract.  |
| Pg. 53; Requirements 72b, 81, and 83                                 | Are the online, on-demand EOC forms intended to be available for on-demand administration for retest students? If yes, please advise:  | Proposers are asked to consider online, on-demand testing as an optional administration for EOC. TEA has not provided this opportunity in the past and has not yet determined the requirements for participation. Refer to the STAAR Statewide Summary Reports 2013-2014 on the TEA website for numbers of all students who participated in the 2013 or the 2014 EOC administrations and for numbers of those who participated as first-time students.  |
|  | · if there are pre-scheduled administrations (i.e., monthly, weekly)   |   |
|  | · what kind of examinee volumes per administration are anticipated   |   |
|  | · how often the EOC form would be administered   |   |
|  | If true on-demand administration is not the intent, then is the "on-demand" EOC form intended for use solely in the event of a security breach?  |   |

| Page Number or Section Reference     | Question  | Response  |
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| Pg. 153, Requirement 178, Addendum I | In Addendum I, TEA stated "For purposes of responding to the RFP, proposers should take into consideration that, in the October 2014 administration, 200 paper tests were delivered and 17,000 tests were administered online." Should contractors assume that this will continue as the annual volumes for each of the contract years? | It is anticipated that the number of TAKS retesters will decrease over the life of the contract.  |
| Appendix II                          | For the STAAR EOC English I and II reading and writing assessments, please confirm that these testing volumes are already included in the English I and II counts in Appendix II.   | For STAAR English I and English II, vendors should consider the counts listed in Appendix II for the combined English I and II assessments as well as the separate English I and II reading and writing assessments. However, vendors should keep in mind that December 2013 was the last time English I and English II reading and writing assessments were administered separately. |
| Appendix V                           | Can TEA further provide guidance whether contractors should include additional 10% overage to the quantities of manuals listed in Appendix V based on the response provided in Addendum #1.<br>"For purposes of responding to this RFP, proposers should assume a 10% overage for materials."   | Yes, contractors should include in their costs an additional 10% overage of the quantities of materials listed in Appendix V.   |

**TEA RFP 701-15-002,  
Contracted Services for Student Assessments  
Addendum #4**

Correction to response Addendum #3 on the bottom of page 5.

The dollar amounts have been revised.

|         |  |              |
|---------|--|--------------|
| General | What is the contract value for the STAAR 3-8 program in 2014-15?       | \$37,607,312 |
| General | What is the contract value for the STAAR EOC program in 2014-15?       | \$26,339,866 |
| General | What is the contract value for the STAAR Alternate program in 2014-15? | \$3,685,373  |
| General | What is the contract value for the TELPAS program in 2014-15?          | \$7,067,867  |

Original response:

|         |  |              |
|---------|--|--------------|
| General | What is the contract value for the STAAR 3-8 program in 2014-15?       | \$30,356,781 |
| General | What is the contract value for the STAAR EOC program in 2014-15?       | \$23,399,180 |
| General | What is the contract value for the STAAR Alternate program in 2014-15? | \$3,393,570  |
| General | What is the contract value for the TELPAS program in 2014-15?          | \$7,067,867  |