



STATE OF COLORADO
REQUEST FOR PROPOSAL COVER
SHEET



Date: February 13, 2012

RFP Number: RFP-ER-CDE-12-021
Student Assessments

Return all Sealed Bids/Proposals to: Dept of Education
201 E. Colfax Ave, Rm 409
Denver, CO 80203

Purchasing Agent: Eva Reynolds
ereynolds520@comcast.net

RFP Opening Date: Date: Friday,
March 23, 2012

RFP Opening Time: 12:00 p.m. (MDT)

All Proposals Shall be Quoted F.O.B. Destination unless Otherwise Specified

TITLE: RFP-ER-CDE-12-021 Student Assessments
Per the attached specifications, terms and conditions

F.E.I.N.: _____
Delivery Date: _____

Payment Terms:
(Minimum of Net 30) _____

Authorized Signature: _____
Typed/Printed Name: _____
Title: _____

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____
Contact for Clarifications: _____
Title: _____
Phone Number: _____ Fax Number: _____
E-mail Address: _____

IMPORTANT:

The title of the RFP (noted above) must be on the outside of the Response Return Envelope.

Telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot and will not be accepted directly in the Purchasing Office as a sealed response. Prospective Offerors are urged to read the solicitation document thoroughly before submitting a bid/proposal. Show the following information clearly on the outside of the sealed package:

Offeror's Name
RFP # **RFP-ER-CDE-12-021 Student Assessments**
Proposal Due: **(03/23/2012, 12:00 PM (MDT))**
Offeror's Email Address: _____

Checklist:

Confirm that you are aware that the award notice will be published on Colorado BIDS _____ Yes
My Company is registered on Colorado BIDS _____ Yes _____ NO
List the Number of RFP Modifications that you have seen on the BIDS web site. _____
Confidential/Proprietary Information: Included and as segregated pages _____ Yes _____ NO
Registered with the Colorado Secretary of State. _____ NO _____ Yes, and # _____

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE

Table of Contents

INTRODUCTION	4
SECTION 1 – ADMINISTRATIVE INFORMATION	7
A. ISSUING OFFICE	7
B. INVITATION TO SUBMIT PROPOSALS.....	7
C. OFFEROR’S MANDATORY INTENT TO RESPOND TO RFP	8
D. INQUIRIES/QUESTIONS.....	8
E. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS.....	9
F. PROPOSAL SUBMISSION	9
G. PROPOSAL SUBMISSION/COPIES.....	9
H. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL	9
I. RFP CANCELLATION	10
J. LIVE DEMONSTRATIONS/INTERVIEWS/SITE VISITS	10
K. BEST AND FINAL OFFERS.....	10
L. ACCEPTANCE OF RFP TERMS	10
M. PROTESTED SOLICITATIONS AND AWARDS.....	10
N. PROPRIETARY/CONFIDENTIAL INFORMATION	10
O. RFP RESPONSE MATERIAL OWNERSHIP	11
P. PROPOSAL PRICES	11
Q. SELECTION OF PROPOSAL – NOTICE.....	11
R. AWARD OF CONTRACT	11
S. STANDARD CONTRACT/MODEL CONTRACT	11
T. ACCEPTANCE OF PROPOSAL CONTENT.....	12
U. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES	12
V. INCURRING COSTS	12
W. NON-DISCRIMINATION.....	12
X. REJECTION OF PROPOSALS	12
Y. PARENT COMPANY.....	12
Z. NEWS RELEASES	12
AA. MULTIPLE AWARDS.....	12
BB. DEBARMENT AND SUSPENSION	12
CC. DISCLAIMER.....	13
DD. DOING BUSINESS IN COLORADO.....	13
EE. ORGANIZATIONAL/CONTRACTOR NON-CONFLICT OF INTEREST STATEMENT – REQUIREMENTS OF THIS SOLICITATION AND SUBSEQUENT CONTRACT	13
FF. OFFEROR DISCLOSURE STATEMENTS	14
GG. FEDERAL E-VERIFY AND COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT PROGRAM.....	14
HH. FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)	14
II. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	14
JJ. FUNDING.....	15
KK. CONTRACT PERIOD.....	15
LL. LEGISLATIVE CHANGES.....	16
MM. ORDER OF PRECEDENCE.....	16
NN. VENUE	16
OO. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE.....	16
PP. INFORMATION TECHNOLOGY (IT) WARRANTY	16
QQ. INTELLECTUAL PROPERTY CLAUSES.....	18
RR. DATA AND DOCUMENT DELIVERABLES	18
SS. INTELLECTUAL PROPERTY INDEMNIFICATION	19
TT. BREACH OF SECURITY OF STATE DATA.....	20
UU. LIQUIDATED DAMAGES.....	20
VV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).....	20
WW. BINDING OFFER.....	21

XX. TAXES	21
YY. PUBLIC OPENING OF PROPOSALS	21
SECTION 2 – BACKGROUND INFORMATION	22
A. COLORADO REFORM EFFORTS.....	22
B. COLORADO DATA SYSTEMS.	26
C. GENERAL INFORMATION ON COLORADO EDUCATION SYSTEM.....	27
SECTION 3– STATEMENT OF WORK WITH RESPONSIBILITIES BY COMPONENT	30
A. SUMMATIVE ASSESSMENTS – MATHEMATICS, READING, WRITING, SCIENCE, SOCIAL STUDIES, AND SPANISH READING AND WRITING ASSESSMENTS.....	30
A.1. General Requirements.....	33
A.2. Corporate Capacity and Personnel	35
A.3. Program Management	38
A.4. Assessment Development	44
A.5. Assessment Administration.....	63
A.6. Web-Based Online Test Delivery System.....	68
A.7. Scanning and Scoring.	75
A.8. Reporting of Data Files and Assessment Results.....	80
A.9. Psychometric, Research, and Technical Activities.....	85
A.10. Training and Support	91
A.11. Customer Service	93
B. COLORADO ALTERNATE ASSESSMENT FOR STUDENTS WITH SIGNIFICANT COGNITIVE DISABILITIES – READING, WRITING, MATHEMATICS, SCIENCE AND SOCIAL STUDIES.....	95
B.1. General Requirements.....	98
B.2. Corporate Capacity and Personnel	100
B.3. Program Management	102
B.4. Assessment Development	108
B.5. Assessment Administration.....	121
B.6. Scoring.....	125
B.7. Reporting of Data Files and Assessment Results.....	126
B.8. Psychometric, Research, and Technical Activities	132
B.9. Training and Support	137
B.10. Customer Service	138
C. COLORADO INTERIM ASSESSMENTS – READING, WRITING, MATHEMATICS, SCIENCE AND SOCIAL STUDIES.....	140
C.1. General Requirements.....	142
C.2. Corporate Capacity and Personnel	144
C.3. Program Management	147
C.4. Assessment Development	152
C.5. Assessment Administration.....	163
C.6. Web-based Online Test Delivery System.....	165
C.7. Scoring and Reporting.	171
C.8. Psychometric, Research, and Technical Activities.....	174
C.9. Training and Support	176
C.10. Customer Service	177
D. DASHBOARD.....	178
D.1. General Requirements.....	179
D.2. Corporate Capacity and Personnel	180
D.3. Program Management	182
D.4. Dashboard System Features	184
D.5. System Management	185
D.6. Training and Support	187
D.7. Customer Service	188

SECTION 4 – FORMAT FOR RESPONSES	190
SECTION 5 - PRICING (COST) PROPOSAL	194
SECTION 6 – PROPOSAL EVALUATION	195
GLOSSARY	200
APPENDIX A: TABLE OF CONTENTS FROM THE CURRENT SCHOOL AND DISTRICT ASSESSMENT COORDINATORS MANUAL	203
APPENDIX B: TABLE OF CONTENTS FROM THE CURRENT PROCEDURES MANUAL	204
APPENDIX C: SAMPLE TECHNICAL REPORT TABLE OF CONTENTS	208
ATTACHMENT 1: CRITERIA FOR RESPONSIVENESS CERTIFICATION FORM	216
ATTACHMENT 2: SUMMATIVE ASSESSMENTS STATEMENT OF WORK CHECKLIST	217
ATTACHMENT 3: ALTERNATE ASSESSMENT STATEMENT OF WORK CHECKLIST	224
ATTACHMENT 4: INTERIM ASSESSMENT STATEMENT OF WORK CHECKLIST	229
ATTACHMENT 5: DASHBOARD STATEMENT OF WORK CHECKLIST	235
ATTACHMENT 6: KEY ACTIVITIES FOR THE SUMMATIVE ASSESSMENTS	237
ATTACHMENT 7: SUMMATIVE ASSESSMENT DELIVERABLES SUBJECT TO LIQUIDATED DAMAGES	244
ATTACHMENT 8: KEY ACTIVITIES FOR THE ALTERNATE ASSESSMENTS	245
ATTACHMENT 9: ALTERNATE ASSESSMENT DELIVERABLES SUBJECT TO LIQUIDATED DAMAGES	250
ATTACHMENT 10: KEY ACTIVITIES FOR THE INTERIM ASSESSMENT	251
ATTACHMENT 11: INTERIM ASSESSMENT DELIVERABLES SUBJECT TO LIQUIDATED DAMAGES	252
ATTACHMENT 12: SUMMATIVE ASSESSMENT COMPONENT COST SHEETS	253
ATTACHMENT 13: ALTERNATE ASSESSMENT COMPONENT COST SHEETS	265
ATTACHMENT 14: INTERIM ASSESSMENT COMPONENT COST SHEETS	271
ATTACHMENT 15: DASHBOARD COMPONENT COST SHEETS	277
ATTACHMENT 16: COMPANY EXPERIENCE AND DEMONSTRATED CAPABILITY FACT SHEET	279
EXHIBIT 1: STATE OF COLORADO, CDE, MODEL CONTRACT FOR PERSONAL SERVICES	281
EXHIBIT 3: OFFEROR DISCLOSURE STATEMENT	305
EXHIBIT 4: GUIDE FOR E-VERIFY AND CDLE PROGRAM	307
EXHIBIT 5: NOTICE OF PARTICIPATION (E-VERIFY)	309
EXHIBIT 6: CONTRACTOR AFFIRMATION FORM (E-VERIFY)	310
EXHIBIT 7: W-9 FOR INDEPENDENT CONTRACTORS- STATE OF COLORADO FORM	311
EXHIBIT 8: CDE EXHIBIT IC OF CONTRACT FOR PERSONAL SERVICES, INDEPENDENT CONTRACTOR PROVISION	316

INTRODUCTION

The Colorado Department of Education (CDE) seeks proposals from qualified Offerors experienced in statewide student assessment with the capacity to develop and deliver online and paper-based summative, interim and/or alternate assessments of various types in several content areas. Private contractors and not-for-profit firms and institutions with experience in developing, producing, administering, scoring and reporting large-scale assessments and that do not provide direct instructional services to students in kindergarten through grade 12 in Colorado are eligible to respond to the first three components of this RFP. Private contractors and not-for-profit firms and institutions with experience in administering data dashboard systems with the ability to integrate data across time and to provide differentiated access to individual student, classroom, school, district and state assessment data are eligible to respond to the fourth component of this RFP.

NOTE: At the time of the issuance of this RFP, a funding source for the student assessments has neither been identified nor secured. CDE is attempting to secure future funding. Funding for the assessment components is typically made available through legislatively-appropriated state funds, federal funds made available through the Elementary and Secondary Education Acts of 1965 as amended by the No Child Left Behind Act of 2001, and federal funds made available under Part B, Section 611, Grants to States of the Individuals with Disabilities Education Act, as amended. Colorado fiscal years run from July to June, with the final appropriations signed into law in May or June. Individual assessment components may be eliminated or scaled back during any particular year(s) if funding is not sufficient to meet costs. Therefore, any award pursuant to this RFP, and any resulting contracted work, are contingent upon CDE securing funds. Neither issuance nor award of this RFP shall constitute a binding guarantee on CDE's part that funds are or will be made available, or that a contract will result.

This Request for Proposals (RFP) from CDE invites technical and cost proposals for the work associated with the following components of the new Colorado assessment system, which, **assuming funding is identified and secured**, are currently scheduled to be administered operationally in school year 2013-2014:

- A. **Colorado Summative Assessments.** The Mathematics, Reading and Writing assessments will be administered in grades 3-10. Science assessments will be administered in grades 5, 8, and 11, while Social Studies assessments will be administered in grades 4, 7, and 11. The design for these assessments is described in Section 3.A of this RFP.

This component also includes Spanish Reading and Writing assessments comparable to their English counterparts. The Spanish assessments will be designed for students whose home language is Spanish and who are enrolled in grades 3 and 4 bilingual programs. The design for these assessments is described in Section 3.A of this RFP.

- B. **Colorado Alternate Assessment (CoAlt).** Students with significant cognitive disabilities who are unable to take the regular assessment, even with accommodations, are assessed using the Colorado Alternate Assessment. These on-demand performance and item-based assessments will be used in Mathematics, Reading and Writing at grades 3-10, while the Science alternate assessments will be administered in grades 5, 8, and 11, and the Social Studies alternate assessments will be administered in grades 4, 7, and 11. The design for these assessments is described in Section 3.B of this RFP.
- C. **Colorado Interim Assessment.** These online assessments are to be made available for local district use at the same grades and subjects included in the Colorado Summative Assessments described above. The purpose of the interim assessments is to provide a set of field-tested assessments that local educators can use to gauge the achievement of students four times throughout the school year and to predict summative scores. The design for these assessments is described in Section 3.C of this RFP.
- D. **Dashboard.** CDE is seeking a dashboard that is capable of being upgraded across time. Initially, the system must be able to organize and present assessment data in a way that is easy for all users to read and understand. The Dashboard's base shall consist of the State Assessment Data Portal. Developing and implementing this portal is CDE's first priority. Other dashboard portals of interest include the Local Assessment and Classroom Data Portal and the Educator Performance Management Portal. These portals should allow for differentiated

access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. The dashboard must allow for integration of data across time to allow students, as well as parents, teachers and administrators, to see ongoing progress and areas in need of attention on students' pathways to becoming postsecondary and workforce ready. The goal of the dashboard is to increase student access to their results, thereby increasing assessment result meaningfulness and student buy-in. Additional functionality CDE is seeking to add across time is described in Section 3.D.

The assessments will be administered online where applicable and fiscally practicable. Table 1 presents the expected summative assessment online transition timeline.

Table 1
Summative Assessment Online Transition Timeline

	School Year 2012-2013	School Year 2013-2014	School Year 2014-2015	School Year 2015-2016	School Year 2016-2017
Reading	Field test: Paper	Operational: Paper	Operational: Paper*	Operational: Online	Operational: Online
Writing		Field test: Online	Operational: Online	Operational: Online	Operational: Online
Mathematics	Field test: Paper	Operational: Paper	Operational: Paper	Operational: Paper*	Operational: Online
Social studies			Field test: Online	Operational: Online	Operational: Online
Science	Field test: Online	Operational: Online	Operational: Online	Operational: Online	Operational: Online

*CDE is looking for recommendations from Offerors on the most cost efficient, yet technically sound field testing plan for online items for Reading and Mathematics.

The alternate assessment implementation will follow the schedule above; however, all field testing and operational administrations will be paper-based with online score submission.

The interim assessment implementation will follow the schedule above; however, the format is not expected to change across time.

Offerors may bid on all 4 components (Components A, B, C, and D), on any combination of assessment components (e.g. Components A and B, Components, A, C and D, etc.), or on an individual component (e.g. Component D only). For each Component selected by the Offeror, the Offeror's proposal must address the complete component(s). CDE will not accept bids for pieces of individual components.

CDE will select the Offeror(s) that provide(s) the most technically sound and cost effective proposal(s). Assuming comparable technical quality and cost savings, preference will be given to Offerors who are fully capable of delivering the summative, alternate, and interim assessments (Components A, B and C) in combination.

Offerors may partner with another firm to provide parts of the solution; however, the Offeror must provide management of the partner and is responsible for all project performance. The Offeror is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP.

NOTE: At the time of the issuance of this RFP, a funding source for the student assessments has neither been identified nor secured. CDE is attempting to secure future funding. Funding for the assessment components is typically made available through legislatively-appropriated state funds, federal funds made available through the Elementary and Secondary Education Acts of 1965 as amended by the No Child Left Behind Act of 2001, and federal funds made available under Part B, Section 611, Grants to States of the Individuals with Disabilities Education Act, as amended. Colorado fiscal years run from July to June, with the final

appropriations signed into law in May or June. Individual assessment components may be eliminated or scaled back during any particular year(s) if funding is not sufficient to meet costs. Therefore, any awards pursuant to this RFP, and any resulting contracted work, are contingent upon CDE securing funds. Neither issuance nor award of this RFP shall constitute a binding guarantee on CDE's part that funds are or will be made available, or that a contract will result.

This RFP contains information to inform, guide, and direct the Offeror in preparing a comprehensive response for assessment solutions. All sections of the RFP must be considered in the Offeror's proposal.

- | | |
|-------------|--|
| Section 1: | Administrative Information – defines the RFP process, lists a schedule of RFP activities with the associated timeline, and provides the Offeror with State contact information. |
| Section 2: | Background Information– outlines the State's vision and expectations of the system, and the current environment. |
| Section 3: | Statement of Work with Responsibilities by Component – contains the project responsibilities, requirements and specifications describing the work to be performed. |
| Section 4: | Format for Responses – specifies the proposal submission process, structure, and requirements. This will assist Offerors in ensuring that all required information is submitted by the Offeror. The structured format will facilitate proposal evaluation. |
| Section 5: | Cost Proposal – explains what must be included in the fixed price and how it should be presented. Note that the pricing proposals must be packaged separately from the RFP responses and submitted with the proposal responses. |
| Section 6: | Proposal Evaluation – describes the process and rating factors used during proposal evaluation. |
| Appendices | Table of contents for current documents. |
| Attachments | Includes templates and forms that the Offeror is expected to complete, Exhibits, and Certification and Assurance Forms. See Section 1 of the RFP for additional information. |

SECTION 1 – ADMINISTRATIVE INFORMATION

A. Issuing Office

This RFP is issued by the State of Colorado (State) for the benefit of the Department. The Department's designated Purchasing Agent, Eva Reynolds, is to be the *sole* point of contact concerning this RFP. Ms. Reynolds' email address is ereynolds520@comcast.net. All communication must be with Eva Reynolds. Other CDE personnel, as well as potential reviewers or observers are not allowed to discuss this project or the RFP with Offerors. Contact with any of these personnel regarding this RFP is strictly prohibited and could result in Offeror disqualification.

B. Invitation to Submit Proposals

Notices are posted on *BIDS* (<https://www.gssa.state.co.us/VenSols>). It is very important that Offerors check BIDS on a regular basis, as this is the sole means for communicating any clarifications or changes to RFP content and/or requirements. Offerors who have an interest may submit a proposal in accordance with the terms of the RFP. Offerors must be registered with BIDS in order to respond to these bidding opportunities. To register on BIDS, see: <https://www.gssa.state.co.us/VenRegister>.

B.1. Purpose. This RFP provides Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the State to satisfy the need for expert assistance in the completion of the goals in this RFP.

B.2. Instructions. This RFP contains instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration, and other requirements to be met by each proposal. The State of Colorado Solicitation Instructions and Terms and Conditions linked through the BIDS Solicitation Page govern except as modified or supplemented in these instructions.

Table 2
Schedule of RFP Activities and Timeline

ACTIVITY	DATE / TIME (MDT)
1. RFP Publication. RFP Notice published on <i>BIDS</i> .	02/13/2012
2. Offeror's Intent to Respond due. See Section 1.B.4, "Offeror's Intent to Respond to RFP", below.	02/21/2012 5:00 PM
3. Deadline for written inquiries. See Section 1.B.3, "Inquiries", below, for the process for submitting inquiries.	02/23/2012, 5:00 PM
4. Written inquiry responses published on <i>BIDS</i> .	03/02/2012 (estimated)
5. PROPOSAL SUBMISSION DEADLINE. SEE SECTION 1.B.6, "Proposal Submission" below.	03/23/2012 12:00 PM
6. Offeror Live Demonstrations and Interviews	04/13/2012 & 04/16/2012 (estimated)
7. Selection of Apparent Successful Offeror, posting on <i>BIDS</i> of "Notice of Intent to Make Award"	04/23/2012 (estimated)
8. Contract Commencement Date.	05/01/2012 (estimated)

C. Offeror's MANDATORY Intent to Respond to RFP

Any Offeror whose intent is to respond to this solicitation must respond no later than **February 21, 2012, 5:00 PM (MDT) via email to the following address:**

ereynolds520@comcast.net

Submitting a letter of intent does not bind an Offeror to actually submitting a proposal for one or more of the assessment components; however, only proposals from Offerors that have submitted the letter of intent to respond will be accepted by CDE for consideration.

If the Offeror intends to respond to this RFP and accepts the terms set forth in the RFP, the Offeror must send a letter via email to ereynolds520@comcast.net no later than 5:00 PM MDT, **February 21, 2012**, indicating the Offeror's intent as described below.

- The components (Summative Assessments, Colorado Alternate Assessment, Interim Assessments, and/or Dashboard) to which the Offeror intends to respond.
- The subcontractors, if known, which will be involved in each component.
- The Offeror is able and willing to participate in on-site interviews related to any aspect of its proposal and to provide an on-site demonstration of any of the relevant tools and services it is proposing, including, but not limited to, its ordering system, its item banking system, its online test delivery system, its distributed scoring system, and its artificial intelligence scoring system. The participating Offeror's team must include the proposed project manager and the executive team contact person identified in the proposal. Based on demonstrations requested and questions asked, additional Offeror personnel intended to be active, on-going participants in the project maybe requested to attend.
- The Offeror has identified a contact person for purposes of this RFP and has included all contact information including e-mail address.

The letter must be signed by the individual authorized by the Offeror to make the Offer to perform the work described in this RFP. In the case of organizations, individuals signing this letter must indicate their position title and certify that they are authorized to offer a response on behalf of the organization.

Offerors submitting letters of intent to respond will receive a confirmation email from the Purchasing Agent of receipt of their intent to respond.

D. Inquiries/Questions

Offerors may make written inquiries (via email) concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the deadline: February 23, 2012 (5:00 pm Mountain Time). Send all inquiries to the Purchasing Agent, Eva Reynolds, at:

Colorado Department of Education

Attention: Eva Reynolds

Email: ereynolds520@comcast.net

E-mail submissions must be clearly labeled in the subject line with "RFP-ER-CDE-12-021 Student Assessments - Inquiries" CDE reserves the right to refrain from responding to questions received after February 23, 2012 (**5:00 pm Mountain Time**).

Inquiries related to the Statement of Work must contain the following information, preferably in a table similar to the format below: page number, the component.responsibility.requirement or component.responsibility.requirement.specification code and question.

Table 3
Submission of Questions Format

Page	component.responsibility.requirement code or component.responsibility.requirement.specification code (Title)	Question
38	A.3.1.a (Schedule of Activities)	*Text of Offeror's question is presented here.
42	A.3.3 (Transition)	*Text of Offeror's question is presented here.

Responses to the Offeror's inquiries will be published, in a timely manner, as a modification on **BIDS**. Offerors shall not rely on any verbal statements that alter any specification or other term or condition of the RFP. Such changes are valid only if provided in writing by the Purchasing Agent.

A Pre-Proposal Conference **will NOT** be held.

E. Modifications or Withdrawal of Proposals

Proposals may be modified or withdrawn by an Offeror prior to the established due date and time.

F. Proposal Submission

Proposals must be received on or before the date and time indicated in the Schedule of Activities.

Late proposals will not be accepted. It is the Offeror's responsibility to ensure that proposals are received by the Department on or before the submission deadline: **March 23, 2012, 12:00 PM (MDT)**. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. Postmarks are not sufficient for timely submissions. The proposal package shall be delivered or sent by mail to:

Department of Education
Purchasing and Contracts Department
Attn: Eva Reynolds
201 E. Colfax Avenue, Room 409
Denver, CO 80203

G. Proposal Submission/Copies

Detailed instructions on proposal preparation and submission are in **Section 4**. It is the responsibility of the Offeror to ensure that the SPO receives the **written proposal** on or before the proposal opening date and time, regardless of the delivery method used and per packaging instructions identified in Section 4. Caution: Daily mail may not be received by the CDE prior to 12:00 pm (MDT). Offerors are responsible for ensuring timely receipt. Telegraphic or electronic proposals (fax, e-mail, etc.) will not be accepted.

The State of Colorado Request for Proposal Cover Sheet (page 1) **MUST** be signed in ink, *preferably in blue ink*, by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. Proposals that are determined to be at a variance with this requirement may not be accepted.

H. Addendum or Supplement to Request for Proposal

In the event that it becomes necessary to revise any part of this RFP, a modification notice will be posted on BIDS. It is very important that Offerors check BIDS on a regular basis, as this is the sole means for communicating any clarifications or changes to RFP content and/or requirements. Responses to inquiries will be posted here as well.

I. RFP Cancellation

The State of Colorado (State) reserves the right to cancel this entire RFP or individual components at any time, without penalty.

J. Live Demonstrations/Interviews/Site Visits

Offerors may be asked to provide live demonstrations, participate in in-person interviews, and/or to make their offices available for a site visit by the evaluation committee. Such presentations and/or site visits will be at the Offeror's expense.

K. Best and Final Offers

CDE may, at its sole discretion, either accept an Offeror's initial proposal by award of a contract or enter into discussions with Offerors whose proposals are deemed to be reasonably likely of being considered for award. In conducting discussions, there shall be no disclosure of any pricing information derived from proposals submitted by a competing Offeror. Offeror(s) may be invited to submit a "Best and Final Offer" to CDE for consideration. Best and Final Offers will be made at the Offeror's expense.

L. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of the Offeror shall indicate acknowledgment of this condition. Signature shall be that of a person legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variation between its proposal and the State's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

M. Protested Solicitations and Awards

Any actual or prospective Offeror may file a protest on any phase of solicitation or award, including but not limited to specifications, award, or a disclosure of information marked confidential in the response.

The protest shall be submitted in writing to: State Purchasing Director, State of Colorado, State Purchasing Office, 633 17th Street, Suite 1520, Denver CO 80202, within seven (7) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Ref. Section 24-109, 101 et. seq., C.R.S., as amended; Section 24-109, 201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules.

N. Proprietary/Confidential Information

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal.

The Offeror must state specifically which elements of the proposal are to be considered confidential/proprietary and must state the statutory basis for the request under the Public (open) Records Act. (Section 24-72-201 *et seq.*, C.R.S.). **Confidential/Proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal.** Co-mingling of confidential/proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

for confidentiality. In the event that the SPO does not concur with the Offeror's request for confidentiality, the written determination will be sent to the Offeror. Ref. Section 24-72-201 *et. seq.*, C.R.S., as amended, Public Open Records Act.

Each Offeror acknowledges that they may come into contact with confidential information contained in the records or files of the State in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract. The Awarded Offeror will be required to keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State. The Awarded Offeror will be required to notify its employees that they are subject to the confidentiality requirements and provide each employee with a written explanation of the confidentiality requirement before the employee is permitted access to confidential data. The Awarded Offeror shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by the Awarded Offeror or its respective assignees and/or subcontractors in any way except as authorized by the resulting contract. Confidential information shall not be retained in any files or otherwise by the Awarded Offeror. Disclosure of such information may be cause for legal action against the Awarded Offeror. Defense of any such action shall be the sole responsibility of the Awarded Offeror. Unless directed otherwise, the Awarded Offeror is required to keep all State information in a secure, confidential manner.

O. RFP Response Material Ownership

All materials submitted regarding this RFP become the property of the State. This RFP does not commit CDE to award a contract or to pay any costs incurred in the preparation of a proposal. All costs incurred by an Offeror in responding to this RFP shall be borne by the Offeror. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

P. Proposal Prices

Estimated proposal prices are not acceptable. Prices are expected to be **firm, fixed price, and fixed rates** in United States funds. Proposal prices will be considered your best and final offer, unless CDE initiates discussion as described in Section 1.D above. Proposals submitted must include all related costs, examples surcharges, travel, etc. Any costs not included as part of the proposal will be disallowed. Offerors must **segregate** the portion of the proposal responding to the **Cost Proposal Components** so the technical proposals can be evaluated without consideration of the price or funding model. The proposal price will be considered in determining the apparent Successful Offeror.

Q. Selection of Proposal – Notice

An Evaluation Committee will review and evaluate offers submitted and make a recommendation for award. This selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the State. The Department will post a "*Notice of Intent to Make an Award*" on *BIDS* which will announce the apparent Successful Offeror.

R. Award of Contract

The award will be made to the responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to the State, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the responsible Offeror whose proposal would subsequently have received the award.

S. Standard Contract/Model Contract

The draft contract to be executed is included as an exhibit to this solicitation (see [Exhibit 1](#) labeled *State of Colorado, CDE, Model Contract for Personal Services*). This draft contract and Exhibit 8, CDE Exhibit IC – CDE, Independent Contractor Provisions included in this RFP shall govern this procurement and are hereby incorporated by reference. The State, in addition to the terms and conditions outlined in the attached draft contract will incorporate *Special Provisions* into the contract resulting from this RFP.

If an Offeror has any suggested modifications to the contract, the Offeror must include and clearly indicate such modifications in its RFP response. No changes to the legal provisions of the contract will be considered unless the Offeror proposes specific, alternative language to that included in the contract attached as Exhibit 8. If your firm normally seeks counsel on contract terms, please do so before submitting a response to this RFP. Failure to resolve exceptions to the contractual terms within 5 business days from CDE's first contact with the Offeror regarding the exceptions may preclude CDE's further consideration of the Offeror's proposal.

The Offeror's signature on the *Request for Proposal Cover Sheet* is confirmation that the Offeror understands and acknowledges that any award will require a contract between the State and the Offeror containing the terms and conditions in the attached contract.

T. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the Successful Offeror will become contractual obligations if acquisition action ensues. Failure of the Successful Offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Offeror may be removed from future solicitations.

U. State Ownership of Contract Products/Services

Proposals, upon established opening time, become the property of the State of Colorado. All products/services produced in response to the contract resulting from this RFP will be the sole property of the State of Colorado, unless otherwise noted in the RFP or contract. The contents of the Successful Offeror's proposal will become contractual obligations.

V. Incurring Costs

The State is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

W. Non-Discrimination

The Offeror shall comply with all applicable State and Federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

X. Rejection of Proposals

The State reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State.

Y. Parent Company

If an Offeror is owned or controlled by a parent company, the name, main Office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to this RFP.

Z. News Releases

News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the State.

AA. Multiple Awards

The State reserves the right to award this RFP in part, to multiple vendors, if so determined by the State to be in the best interests of the State.

BB. Debarment and Suspension

By submitting a proposal in response to this RFP the Offeror certifies to the best of its knowledge and belief that it, its principals, and proposed subcontractors (if any):

- Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- Have not within a three-year period preceding the Due Date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently under investigation for, indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph IV.K.2., above; and
- Have not within a three-year period preceding the Due Date of this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- If the Offeror is unable to certify to any of the statements in this certification, it shall provide an explanation as an attachment to the proposal. This explanation is exempt from page limitations on the proposal, if any. The inability of the Offeror to provide the certification will not necessarily result in disqualification of the Offeror. The explanation will be considered in connection with the Department's determination whether to select an Offeror.

CC. Disclaimer

All statistical and fiscal information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to CDE at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by CDE.

DD. Doing Business in Colorado

An Offeror wanting to do business in Colorado must register with the Colorado Secretary of State in accordance with Colorado Revised Statute (CRS) 7-90-801. An Offeror must be registered to do business in Colorado within 10 business days of the RFP award notification to the Apparent Successful Offeror. A copy of the business entity's Articles of Incorporation and/or Bylaws may be requested by the State.

This is the link for the Colorado Secretary of State's Website: <http://www.sos.state.co.us> (Recommend going to the "Business Center" section, then opening the "Business Home" page, under the "General Information" section review the FAQs.)

EE. Organizational/Contractor Non-conflict of Interest Statement – Requirements of this Solicitation and Subsequent Contract

Any business entity or person is prohibited from being awarded a contract if it/they has/have an "Organizational Conflict of Interest" with regard to this solicitation and resulting contract.

No person or business entity who was engaged by the State to prepare the original RFP or has access prior to the solicitation, to sensitive information related to this procurement process, including, but not limited to requirements, statements of work, or evaluation criteria, will be eligible to directly or indirectly submit or participate in the submission of a proposal for this solicitation. The State considers such engagement or access to be an Organizational Conflict of Interest, which would cause such business entity or person to have an unfair competitive advantage.

If the State determines that an Organizational Conflict of Interest exists, the State, at its discretion, may cancel the contract award. In the event that the Awarded Offeror was aware of an Organizational Conflict of Interest prior to the award of the contract and did not disclose the conflict to the procuring agency, the State may terminate the contract for default. All Offerors are to submit the signed Contractor Non-Conflict of Interest Statement, **Exhibit 2**, with their response.

FF. Offeror Disclosure Statements

In compliance with CRS 24-102-206, Contractor Performance outside the United States or Colorado, the awarded Offeror is required to disclose information to the State on where services will be performed under the contract by completing and submitting the Disclosure Statement, [Exhibit 3](#). Only the awarded Offeror(s) is required to submit this document to the State upon request.

GG. Federal E-Verify and Colorado Department of Labor and Employment Program

Effective May 13, 2008, Contractors who enter into a public contract for services with Colorado State agencies must participate in either the federal E-Verify program, or the newly created Colorado Department of Labor and Employment Program (Department Program).

The option to enroll in the new Department Program instead of E-Verify was created by Colorado State Senate Bill 08-193, which amended the Public Contracts for Services and Illegal Alien Laws, 8-17.5-101 and CRS, C.R.S. A copy of the Guide to Contractor Participation and copies of the Notice of Participation and Contractor Affirmation forms are attached to this RFP as [Exhibits 4, 5, and 6](#), respectively. For the purpose of this RFP, only the Awarded Offeror is required to submit these documents to the State upon request.

HH. Federal Employer Identification Number (FEIN)

For the purpose of verifying the Offeror's registration to the Colorado BIDS system, the Offeror is required to provide their FEIN in their proposal. Additionally, Offerors are required to submit their FEIN prior to contract, or purchase order issuance, or payment from the State of Colorado. A W-9, Taxpayer Identification form provided by the State may be required as shown in Exhibit 7. Only the Awarded Offeror is required to submit a [W-9, Exhibit 7](#), to the State upon request

II. Certification of Independent Price Determination

1. Submission of its proposal each Offeror, and in the case of a joint Offeror, as to itself certifies that in connection with this procurement:
 - a) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and
 - c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal Cover Sheet & Signature Page of this proposal certifies that:
 - a) He/She is the person in the Offeror's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b) He/She is not the person in the Offeror's organization responsible for the decision as to the prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decision for the purpose of certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

A proposal will not be considered for award where subsections (1)(a),(1)(c),or (2) above has been deleted or modified. Where subsection (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the price disclosure and the head of the procuring agency or his or her designee, determines that such disclosure was not made for the purpose of restricting competition.

JJ. Funding

At the time of the issuance of this RFP, a funding source for the assessment system has neither been identified nor secured for beyond June 30, 2012. CDE is attempting to secure future funding. Funding for the assessment components is typically made available through legislatively-appropriated state funds, federal funds made available through the Elementary and Secondary Education Acts of 1965 as amended by the No Child Left Behind Act of 2001, and federal funds made available under Part B, Section 611, Grants to States of the Individuals with Disabilities Education Act, as amended. Colorado fiscal years run from July to June, with the initial appropriations signed into law in May or June. Individual assessment components may be eliminated or scaled back during any particular year(s) if funding is not sufficient to meet costs. Therefore, any award pursuant to this RFP, and any resulting contracted work, are contingent upon CDE securing funds. Neither issuance nor award of this RFP shall constitute a binding guarantee on CDE's part that funds are or will be made available, or that a contract will result.

KK. Contract Period

The initial contract period for Component A: Summative Assessments and B: Colorado Alternate Assessments is anticipated to begin no sooner than May 1, 2012, and is expected to extend from the execution of the contract through June 30, 2012. The initial contract(s) will be effective upon approval by the State Controller through the current fiscal year. The initial contract(s) may be renewed for additional years per below schedule at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available. The contract(s) may be renewed for field testing and the first year of the operational assessment, followed by three single assessment cycles. Presuming satisfactory work on the part of the Offeror and reasonable cost proposals for the renewal periods, the resulting contract periods will be as follows:

No sooner than May 1, 2012 through June 30, 2012;
July 1, 2012 through August 30, 2014 (field test and first operational test, including reporting);
July 1, 2014 through August 30, 2015 (second operational test, including reporting);
July 1, 2015 through August 30, 2016 (third operational test, including reporting); and
July 1, 2016 through August 30, 2017 (fourth operational test, including reporting).

The initial contract period for Component C: Interim Assessments is anticipated to begin no sooner than May 1, 2012, and is expected to extend from the execution of the contract through June 30, 2012. The initial contract will be effective upon approval by the State Controller through the current fiscal year. The initial contract may be renewed up to the additional years per the schedule at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available. The contract may be renewed for field testing and the first year of the operational assessments, followed by three single assessment cycles. Presuming satisfactory work on the part of the Offeror and reasonable cost proposals for the renewal periods, the resulting contract periods will be as follows:

No sooner than May 1, 2012 through June 30, 2012;
July 1, 2012 through June 30, 2014;
July 1, 2014 through June 30, 2015;
July 1, 2015 through June 30, 2016; and
July 1, 2016 through June 30, 2017.

The initial contract period for Component D: Dashboard is anticipated to begin no sooner than July 1, 2012, and is expected to extend from the execution of the contract through June 30, 2014. The initial contract will be effective upon approval by the State Controller. The initial contract may be renewed for additional years per the schedule at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available. The contract may be renewed annually for three additional years. Presuming satisfactory work on the part of the Offeror and reasonable cost proposals for the renewal periods, the resulting contract periods will be as follows:

No sooner than July 1, 2012 through June 30, 2014;
July 1, 2014 through June 30, 2015;
July 1, 2015 through June 30, 2016; and
July 1, 2016 through June 30, 2017.

Renewal and continuation will be at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available.

LL. Legislative Changes.

The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to the submission deadline, then all Offerors will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after the submission deadline, then (i) CDE reserves the right to negotiate modifications to the identified finalist(s) and the Successful Offeror's proposal reflecting such legislative changes; and (ii) CDE shall have no obligation to provide unsuccessful Offerors with the opportunity to modify their submissions to reflect such legislative changes.

MM. Order of Precedence

In the event of any conflict or inconsistency between terms of this RFP, the contract, and the proposal, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to this RFP, and third, to the proposal.

NN. Venue

All suits or actions related to this solicitation/contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

OO. Rights in Data, Documents, and Computer Software

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Successful Offeror in the performance of its obligations under the resulting contract (the Work Product) shall be the exclusive property of the State and the Successful Offeror shall deliver all such Work Product to the State upon completion, termination, or cancellation of the contract. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work Product.

The parties acknowledge that any Work Product developed from Federal funds may be the property of the Federal government, in which case the State reserves a royalty-free, non-exclusive, irrevocable license to reproduce, publish and otherwise use, and authorize others to use, such Intellectual Property for the purposes of the State and the Federal government.

The Awarded Offeror shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of the Awarded Offeror's obligations under the contract, without the prior written consent of the State. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

The State shall be the owner of all licenses to third party proprietary operating and Offeror software packages provided by Offeror.

PP. Information Technology (IT) Warranty

In the event that IT related equipment, software, and/or services are provided by the Offeror, the Contractor represents warrants and covenants that in providing products and deliverables and performing services pursuant to the terms of the RFP, Contract and any Order:

The Contractor shall strictly comply with the descriptions and representations as to the services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the RFP, Offeror's RFP response, Contract or any Order and the Contractor and its employees shall perform the services in a timely manner. In addition to any express and implied warranties provided to the State or any Ordering Entity under law or under other provisions of this RFP, Contract or any Order, the Contractor hereby expressly warrants that the services to be performed hereunder shall be performed in a workmanlike manner, subject to the supervision and instructions provided by the Ordering Entity, and that all work performed pursuant to a Contract shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time the services are provided;

The Contractor's products, if any, will conform to generally applicable standards in the industry and the Contractor shall use only new standard parts and materials or parts and materials equal in performance to new parts and materials, unless otherwise agreed to in writing by the Ordering Entity;

The services performed by the Contractor shall comply with all applicable laws, rules or regulations, and the Contractor shall obtain all permits and licenses required to comply with such laws and regulations;

The services shall not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights or any Intellectual Property rights;

The Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the services or delivery of the products contemplated hereunder and the Contractor has the right to grant the Ordering Entity access to or use of such software, hardware, methods, methodologies and intellectual property;

With respect to any Contractor personnel designated as "key personnel", the assignment of Contractor personnel to perform the services will be continuous throughout the term of completion of Contract, except where such personnel are unable to perform, including but not limited to illness or termination of employment. The Contractor shall ensure that equally qualified persons are proposed as replacements when workers leave. The Ordering Entity shall have the right to approve any proposed replacement personnel;

The Contractor shall assign to the Ordering Entity all manufacturers' warranties for hardware, software and other materials furnished to the Ordering Entity by the Contractor;

The Contractor shall screen all of Contractor's employees supplied to the Ordering Entity to ensure that all such employees are fully qualified to perform the services, and if required by law or ordinance, are validly licensed and/or have obtained all requisite permits to perform such services for the Ordering Entity. The Contractor shall be responsible for obtaining all permits and licensing required by the State at all locations where performing services. The Contractor shall maintain current status of such required permits and licenses throughout the term of each Order. The Contractor's personnel designated for a service category must have all current certifications required by such category.

All deliverables provided pursuant to this RFP, Offeror's Response, and/or Contract shall interface, integrate and be functionally compatible with and shall perform on any and all of the Ordering Entity's hardware and software configuration(s) as provided in the specifications of the RFP, Contract or Order document; and

All software and hardware deliverables and any update or revision to any of the software and hardware deliverables shall be free from defects and shall meet all specifications set forth in the RFP, Contract or any order document and any documents referenced therein.

The Contractor warrants that the deliverables, as defined in the RFP, Offeror's Response, Contract or any other ordering document. Contract or any other ordering document, shall perform the functions substantially as described in these documents during the term of the contract after delivery and acceptance by the Ordering Entity.

All equipment and supplies furnished under this RFP, Contract, or any other ordering document be free from defects in materials or workmanship, shall be installed properly and in accordance with manufacturer's recommendations or other industry standards, and shall function in a failure-free manner during the Contract term from the date of installation by the Contractor and acceptance by the Ordering Entity.

The Contractor, without charge to the Ordering Entity, shall correct any and all defects and make any additions, modifications or adjustments to any of the deliverables or any update or revision to any software deliverables as may be necessary to keep the deliverables in operating order in accordance with specifications at all times during the applicable warranty period.

QQ. Intellectual Property Clauses

Intellectual Property Rights of Ordering Entity

In the event that IT related equipment, software, and/or services are provided by the Offeror, any Intellectual Property products delivered to an Ordering Entity under an Order shall be the exclusive property of the Ordering Entity. Any software, research, reports, studies, data, manuals, photograph, negatives or other documents, drawings or materials ("work") prepared by the Contractor in the performance of its obligations under an Order shall be the exclusive property of the Ordering Entity and all such materials shall be delivered to the Ordering Entity by the Contractor upon completion, termination or cancellation of the Contract. The Contractor hereby assigns to the Ordering Entity any and all rights title and interest it may have in and to the work performed pursuant to this RFP, Contract or any Order and agrees to cooperate with and assist the Ordering Entity in applying for and executing any applications and/or assignments reasonably necessary to obtain a patent or copyright thereon. The Contractor shall not use, willingly allow, or cause to have such work used for any purpose other than the performance of the Contractor's obligations under the Contract without the prior written consent of the Ordering Entity. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

RR. Data and Document Deliverables

Unless otherwise specified, the Contractor shall deliver, by the dates specified in the RFP and/or Contract scope of work, the data and documents required therein. Unless otherwise specified, software documentation delivered to and Ordering Entity shall meet the following standards:

- The documentation shall be in paper, human readable format, which clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between code programmed in different programming languages;
- The documentation shall contain source code in a paper, human readable format, which describes the
- program logic, relationship between any internal functions, and identifies the disk files that contain the various parts of the code;
- Detailed "commenting" of source code may be used to partially satisfy the documentation requirements, although documentation shall also include a flow chart that identifies the program flow between files and functions. Comments may be used to document internal flow control in functions;
- Files containing the source code shall be delivered, or may be left on the host machine so long as the files and their location are identified, and their significance to the program described, in

the documentation; and

- Documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated.
- Documentation shall be written so persons reasonably proficient in the use of the program language involved can efficiently use the documentation to understand the program structure, iterative and other control techniques, and decipher error messages should they occur. The Contractor warrants that the delivered software shall be sufficiently descriptive to enable maintenance and modification of the software to permit change to addresses and telephone numbers in computer generated documentation, addition of fields to the database, revisions of report formats, including breakpoints and summary computations.

SS. Intellectual Property Indemnification

In the event that IT related equipment, software, and/or services are provided by the Offeror, the Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State of Colorado or an Ordering Entity alleging that the use by the Ordering Entity of any product(s), or any part thereof, supplied by the Contractor under this RFP, Contract or any Order constitutes infringement of any patent, copyright, trademark, or other proprietary rights; provided, that the State of Colorado or Ordering Entity gives the Contractor written notice within twenty (20) days of receipt by the State of Colorado or such Ordering Entity of claim or suit, provides reasonable assistance and cooperation to the Contractor in connection with such action, and the Contractor has sole authority to defend or settle the claim for money damages only. A proposed settlement requiring the State of Colorado or an Ordering Entity to act or refrain from action shall require the prior written approval of the State of Colorado or Ordering Entity. The Contractor shall consult the State of Colorado or Ordering Entity regarding such defense and the State of Colorado or Ordering Entity may, at its discretion and expense, participate in any defense. Should the State of Colorado or Ordering Entity not choose to participate, the Contractor shall keep the State of Colorado or Ordering Entity advised of any settlement or defense. In the event the Contractor fails to vigorously pursue the defense and/or settlement of such claim, the State of Colorado or Ordering Entity may assume the defense and settlement thereof and the Contractor shall be liable for all costs and expenses incurred by the State of Colorado or Ordering Entity in the pursuit thereof.

The Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State of Colorado or Ordering Entity for all liability incurred by the State of Colorado or Ordering Entity as a result of such infringement. The Contractor shall pay all reasonable out-of-pocket costs and expenses, including attorneys' fees, court costs and other legal expenses, and damages finally awarded by a court of competent jurisdiction or agreed to by the Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, the Contractor, after consultation with the Ordering Entity, shall do one of the following at the Contractor's expense: (i) produce for the Ordering Entity the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof; or (ii) replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and Ordering Entity specifications; or (iii) suitably modify the products, or part thereof. Except, as otherwise expressly provided herein, the Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

The Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon: (i) the use of an altered release if the Contractor had not consented to the alteration, or (ii) the combination, operation or use of the product(s) with programs or data which were not furnished by the Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than the Contractor had not been combined,

operated or used with the product(s), or (iii) the use of product(s) on or in connection with equipment or software not permitted under this RFP, Contract or any Order, if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

TT. Breach of Security of State Data

Protection If the Contractor provides physical or logical storage, processing or transmission of confidential or sensitive data of the State of Colorado or any of its State Agencies or political subdivisions as set forth under any Order or exhibits thereto, the Contractor shall provide physical and logical protection for the Ordering Entity's hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in such Order and exhibits attached thereto. The Contractor shall provide the Ordering Entity with access, subject to the Contractor's reasonable access security requirements, seven (7) days a week, 24 hours a day, for the purpose of inspecting and monitoring access and use of such data, maintaining Ordering Entity systems, and evaluating physical and logical security control effectiveness.

Breach of Security The Contractor shall be responsible for the security of all information provided to it by the Ordering Entity. For the purposes of this RFP, Contract and each Ordering Document, a "Breach of Data Security" means the unauthorized acquisition of unencrypted or encrypted computerized data that compromises the security, confidentiality, or integrity of information used or maintained by the Contractor in conjunction with this RFP, Contract and each Order Document. If the Contractor becomes aware of a Breach of Data Security, it shall notify the Ordering Entity immediately and cooperate with the Ordering Entity regarding recovery, remediation, and the necessity to involve law enforcement, if any. The Contractor shall be responsible for the cost of notifying each Colorado resident whose personal information may have been compromised. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the Ordering Entity. The Contractor shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. The Contractor shall present such analysis and remediation plan to the Ordering Entity within 10 days of notifying the Ordering Entity of the Breach of Data Security. The Ordering Entity reserves the right to adjust this plan, in its sole discretion. In the event that the Contractor cannot produce the required analysis and plan within the allotted time, the Ordering Entity, in its sole discretion, may perform such analysis and produce a remediation plan, at the Contractor's cost.

Liability Notwithstanding any other provision of this RFP, Contract or any Order, the Contractor shall be liable to the Ordering Entity for all consequential and incidental damages arising from a Breach of Data Security.

UU. Liquidated Damages

Liquidated Damages are monetary Damages contractually provided for specifying a certain sum or method for calculating Damages in the event of a breach. Due to the critical timelines for the services being requested, liquidated damages will be assessed if these agreed upon timelines are not met by the contractor. Contractually the right to assess Liquidated Damages ends upon Substantial completion (the moment when the Deliverable is capable of being used for its intended purpose. See [Attachment 7: Summative Assessment Deliverables Subject to Liquidated Damages](#); [Attachment 9: Alternate Assessment Deliverables Subject to Liquidated Damages](#); and [Attachment 11: Interim Assessment Deliverables Subject to Liquidated Damages](#).

VV. Family Educational Rights and Privacy Act (FERPA)

All Offeror personnel on this project shall adhere to existing privacy/security standards established by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; 34 CFR Part 99. The Offeror and their personnel shall protect the confidentiality of all students and their associated educational records. Except for officially approved purposes, no information about or obtained from, any student or teacher shall be disclosed to any party other than CDE, without prior written consent. The Awarded Offeror will be required to sign the [FERPA Confidentiality Agreement, Exhibit 9](#).

WW. Binding Offer

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature on the RFP Signature Page (page 1) of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations.

By submitting a proposal the Offeror affirms its acceptance of the terms and requirements of this RFP, including its attachments and exhibits, without exception, deletion, or qualification – and without making its offer contingent. The Offeror further agrees to cooperate with CDE and expedite the contracting process upon notice of award.

XX. Taxes

Colorado Department of Education (CDE), as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Federal Tax ID No. 84-0644739) and from all state and local government sales and use taxes (C.R.S. §39-26-704). The State and Local Sales Tax Exemption Number for [CDE is 98-02565](#). Such exemptions apply when materials are purchased for the benefit of the State, except that in certain political subdivisions (for example - City of Denver) the Offeror may be required to pay sales or use taxes even though the ultimate product or service is provided to the State of Colorado. These sales or use taxes will not be reimbursed by the State.

YY. Public Opening of Proposals

On the date and time shown in the “**Public Opening of the Proposals**” below, the Purchasing Agent will conduct the public opening at the delivery location identified on page 1 of this RFP’s “**Submit all Sealed Bids/Proposals to**” section.

The Public Opening will disclose only the names of all Offerors who have submitted a proposal in response to the RFP by the closing deadline. Information regarding contents of proposals will be available from the Purchasing Agent following issuance of a “Notice of Intent to Make an Award” letter. **Please make a note: Participants shall not be admitted earlier than 15 minutes prior to the start of the Public Opening.**

End of Section 1

SECTION 2 – BACKGROUND INFORMATION

A. Colorado Reform Efforts

A singular goal has guided Colorado’s education reform efforts: ensuring that all students are college and career ready upon graduation. The State plans to achieve this goal through the implementation of rigorous standards, highly effective educators, a powerful accountability and improvement system, and rapid feedback from meaningful assessments. Attributes from Colorado’s reform efforts are described below.

- A.1. Overview of the Colorado Achievement Plan for Kids (CAP4K) and the Preschool to Postsecondary Education Alignment Act. Colorado intends to transform public education to ensure that students are college and career ready at graduation. The Colorado Achievement Plan for Kids (CAP4K) was launched by Senate Bill 08-212 (also known as the “Preschool to Postsecondary Education Alignment Act”). The legislation required the Colorado State Board of Education (SBE) and the Colorado Commission on Higher Education (CCHE) to adopt a description of “postsecondary and workforce readiness” by Dec. 15, 2009.

Postsecondary and workforce readiness describes the knowledge, skills, and behaviors essential for high school graduates to be prepared to enter college and the workforce and to compete in the global economy. The State describes its role in postsecondary and workforce readiness as supporting a seamless preparatory pathway from preschool to college or the workplace. Understanding what it means to be ready for education after high school or for the workforce and developing a plan to ensure that students take the necessary courses and master course content are essential to this pathway. CAP4K also highlights the expansion and refinement of Colorado’s standards from preschool through high school and the realignment of statewide assessments with those standards as crucial to preparing students for postsecondary and workforce success.

- A.2. The Colorado Academic Standards. Colorado’s adopted new, internationally-benchmarked standards aim at providing students with the skills needed to compete in the 2020 global economy. The Colorado Academic Standards (CAS) include the entirety of the Common Core State Standards (CCSS) in both a.) Mathematics and b.) Reading, Writing, and Communicating. The CAS also include components required by legislation. HB 08-1168 requires Colorado to have expectations related to personal financial literacy. These expectations have been integrated within both social studies and mathematics.

SB 08-212 requires that Colorado’s standards:

- Be seamlessly aligned from preschool through 12th grade
- Include 21st century skills

Colorado’s approach to including the entirety of the CCSS in the Colorado standards template used by all ten content areas allowed Colorado to:

- Ensure the integration of 21st century skills and postsecondary and workforce readiness as required by SB 08-212.
- Have a consistent template for all content areas for the first time in over 15 years for CCSS content areas of Mathematics, English/Language Arts, Science, Social Studies, Comprehensive Health, Physical Education, the Arts, and World Languages.

Additionally, high school standards in the CAS are aligned with the definition of postsecondary and workforce readiness as adopted by the State Board of Education and the Colorado Commission on Higher Education. An overview of state requirements addressed by the CAS is displayed below.

Specific state requirements outlined in SB 08-212 and HB 08-1168 addressed within the CAS are displayed below:

- 21st century skills are embedded within each content area (Critical Thinking and Reasoning, Information Literacy, Collaboration, Self-Direction, and Invention)
- Personal Financial Literacy expectations are articulated at each grade level in mathematics and economics
- Early childhood education learning domains are carefully aligned
- They are designed with the end in mind: Colorado Postsecondary and Workforce Readiness description

Tables 4 and 5 present a comparison of broad design features of the CAS and CCSS. The advantage of the CAS with the CCSS embedded is that the strengths of both standards are combined into one document.

Table 4
Comparison of Features of CAS and CCSS

Colorado Academic Standards	Common Core State Standards
<ol style="list-style-type: none"> 1. Preschool through 12th grade standards 2. Vertically aligned within content areas and horizontally aligned across all 10 Colorado content areas to ensure students are prepared to meet complementary expectations 3. Grade Level Expectations (GLEs) are focused concepts written to mastery of knowledge and skills (“Concepts and skills students will know and be able to do...”) 4. Inclusion of the 21st century skills in the Inquiry Questions, Relevance and Application and Nature of the content sections provide a more rigorous range of depth of knowledge (i.e., demonstrate, apply, analyze, compare and contrast) 	<ol style="list-style-type: none"> 1. Kindergarten through 12th grade standards 2. Only vertically aligned 3. Some expectations are perceived as vague while others as too granular, almost curricular in nature 4. Sometimes simplified depth of knowledge expectations (i.e., identify, understand)

Table 5
Comparison of CAS and CCSS Content Area Strengths

Content Area Specific Strengths:	
CAS Mathematics	CCSS Mathematics
<ol style="list-style-type: none"> 1. Personal Financial Literacy 2. Stronger emphasis on data in earlier grades 3. Prepared Graduates Competencies 4. Inquiry Questions, Relevance and Application, and Nature of the content statements 	<ol style="list-style-type: none"> 1. Mathematical Practices
CAS Reading, Writing, and Communicating	CCSS English Language Arts
<ol style="list-style-type: none"> 1. Research and Reasoning 2. Oral Communication 3. Stronger emphasis on informational text 4. Prepared Graduates Competencies 5. Inquiry Questions, Relevance and Application, and Nature of the content statements 	<ol style="list-style-type: none"> 1. Text Complexities 2. Integration of content specific text

- A.3. **Educator Effectiveness.** Colorado adopted groundbreaking legislation aimed at ensuring that the 2020 workforce has effective teachers and leaders. SB 10-191 shifts the focus of career advancement qualifications of teachers and principals to demonstrated effectiveness based on student academic growth. At least 50 percent of a teacher's evaluation will be determined by the academic growth of the teacher's students and at least 50 percent of a principal's evaluation will be determined by the academic growth of the students in the principal's school. With this shift, educator effectiveness will drive hiring, promotion, professional development, earning and retaining probationary status, dismissal, and contract renewal. Academic growth must be assessed with multiple measurement tools such as Colorado's summative assessment results, student work, and interim assessment results.

CDE administers grants and provides training and resources to assist districts with attracting, training, and retaining great teachers and leaders. CDE is working with 27 districts across the state to pilot the state's model educator evaluation system. The new evaluation system will be piloted in 2012-2013, implemented statewide in 2013-2014, and finalized in 2014-2015.

- A.4. **Accountability.** Colorado's 2020 workforce requires a single, rigorous accountability system based on academic growth and college and career readiness. Using this system, schools should have a clearer picture of their progress in improving student performance. The system also comes with data tools that aid in better decision-making. The Education Accountability Act of 2009 (SB 09-163) holds the state, districts, and individual public schools accountable for performance on the same set of indicators and related measures statewide.

The major purposes of the law include:

- Aligning conflicting accountability systems into a single system that passes federal muster
- Modernizing and aligning reporting of state, district and school performance information
- Creating a fairer, clearer and more effective cycle of support and intervention
- Enhancing state, district and school oversight of improvement efforts

The act authorizes the Colorado Department of Education to conduct an annual review of the performance of public schools and districts in the state and to make recommendations to the State Board of Education concerning the type of school improvement plan to be implemented in each school and the accreditation category for each district. The Colorado Department of Education is in its second year of its new accountability system and recently released to districts and schools their performance frameworks which highlight student proficiency, growth, gaps, and college and career readiness indicators. The frameworks provide the basis for districts and schools to develop unified improvement plans outlining root causes of students' challenges. The plans meet state and federal requirements, thereby streamlining workload while focusing on increasing student performance. District and School Performance Frameworks and Improvement Plans can be found at the following URL: <http://www.schoolview.org/performance.asp>.

SB 10-191 requires the state to measure student longitudinal academic growth for schools and districts using:

- The percentage of students in the school or district who attain adequate longitudinal growth, which includes the percentage of students who attain catch-up growth and keep-up growth
- The percentage of students in the school or district who attain move-up growth
- The percentage of students in the school or district who attain statewide median growth
- The median student growth among students enrolled in the school or district

Beyond the state accountability system, federal program accountability measures are used to provide information on where and how to direct resources, specific to the federal program's purpose.

- A.5. Assessment. The goal of Colorado's new statewide assessment system is to gauge students' progress toward mastering the new standards and to provide useful, timely feedback to students, teachers, principals, and care givers. Colorado's new assessment system will provide ongoing signals and measurement of students' progress toward college and career readiness. Assessment attributes for Colorado's new assessment system were thoughtfully selected through a year-long, inclusive stakeholder-led process. A stakeholder advisory group was assembled to help frame the issues of the previous state assessment system, recommend improvements, and define the work of subcommittee groups. The advisory group consisted of 35 members with representatives from each key professional sector: business, higher education, military, K-12 educators, school district administration, early childhood education, special education, English language learner specialists, and local school board members. From October 2009 through 2010, the stakeholders met 13 times in day-long meetings. The committee advised the process, gave expert opinion on assessment attributes, selected subcommittee members and reached consensus on final recommended attributes.

In the spring of 2010, 98 highly qualified Coloradans were selected to serve on subcommittees. The subcommittees focused on five areas of the new assessment system including: summative, interim and formative, special populations, school readiness, and postsecondary and workforce readiness. Each subcommittee was charged with outlining the design specifications for a new, unified assessment system. The subcommittee experts were selected based on professional sector (Early childhood education, Elementary, Middle, High School, Higher Education, Business, Parents); geographic region; experience with gifted and talented, students with disabilities, ELL students, and approaches to changing assessments.

Over the course of four all-day sessions, the subcommittees completed a template which addressed various issues and attributes of each assessment. In addition to detailing the assessment guidelines and rationale, each group had to specifically consider the assessment utility, data and reporting needs, key roles and responsibilities, how it demonstrates that a

student is progressing toward readiness to enter the workforce and/or postsecondary institutions and how it may incorporate and assess the 21st century skills (embedded in the new Colorado Academic Standards).

The recommendations have several uses in the process of developing the next generation of assessments. They were presented to the Assessment Stakeholders Committee. The purpose of this group was to consolidate all of the information, technical advice and public feedback to make recommendations to the Commissioner for consideration by the State Board of Education and the Colorado Commission on Higher Education about the new assessment system. The State Board and Commission accomplished this goal on November 29, 2010 by jointly adopting the assessment system design and the State Board independently adopted more specific attributes on December 6, 2010. Combined, these agreements have informed the development of this formal request for proposals in order to begin designing the new assessment system. Parts of the subcommittee work will continue to inform the new assessment in the future as the state plans and prepares for the technical design and necessary professional development needed during the implementation phase of the new system.

The adopted attributes of the new assessment system include the following:

- Statewide summative assessment for grades 3-10 to measure mathematics, reading and writing;
- Statewide summative assessments in science and social studies at least once in elementary, middle and high school;
- Alternate assessments for students with significant disabilities;
- English language proficiency measures;
- School readiness measurements for grades preschool through grade 2;
- Formative instructional supports and interim assessments;
- Individual Career and Academic Plan (ICAP); and
- An 11th-grade nationally recognized college entrance assessment.

Note: This RFP only covers the components listed in section 1 of this RFP (Colorado Summative Assessments, Colorado Alternate Assessments, Colorado Interim Assessments, and the Dashboard), not additional components listed above.

B. Colorado Data Systems

- B.1. Demographic Data. Currently, CDE supplies the existing testing vendor with an enrollment database from a voluntary PreID labels data collection, which takes place in January. Districts which choose not to participate receive PreID labels based on data submitted for the Student October Count file, which is also included in the file from the PreID Labels Data collection. After testing, districts are provided with the opportunity to review the demographic data generated from the scan file. Student Biographical Data (SBD) review allows school districts the opportunity to verify the accuracy of the demographic data submitted for each student assessed in Colorado. The review process occurs after all testing has been completed and testing materials have been returned to the testing vendor, and before all assessments are scored and final results are made available. SBD is not a mandatory process and districts decide whether or not to participate. The testing vendor supplies the demographic data file to CDE to post for secure online file exchange via the CDE Automated Data Exchange system and CDE returns the updated demographic data to the vendor.
- B.2. Longitudinal Data System (LDS). Colorado was one of the recipients of the Statewide Longitudinal Data Systems grant. The state is developing a statewide longitudinal data system that will enhance the ability of the State to efficiently and accurately manage, analyze, and use education data, including individual student records. Districts will be able to update enrollment records through a secure online web application whose purpose is to reduce the

submission of duplicate data through multiple collections and to have more up-to-date student information. The data system should help the State, districts, schools and teachers make data-driven decisions to improve student learning, as well as to facilitate research to increase student achievement and close achievement gaps. The first operational year of the system is 2013-2014. Additional information on the LDS grant may be found at:

<http://www.cde.state.co.us/slds/SLDS09Grant.htm>.

- B.3. SchoolVIEW.org. The Colorado Department of Education has developed a powerful data website, SchoolVIEW.org, which provides users with tools to analyze academic performance data. A new feature projects whether students are on track to master academic standards. SchoolVIEW.org features the Colorado Growth Model and the SchoolVIEW Data Center. The Colorado Growth Model makes state, district and school growth data accessible to the public. The SchoolVIEW Data center provides information about Colorado's public education system at the state, district and school levels. It provides easy access to data on federal and state accountability results, academic performance, and student and school demographics. Colorado believes that direct engagement with data by its stakeholders will help assist in driving its public education system to achieve its long-term goals. Colorado has been recognized for having the ability to match student-level P-12 (preschool through 12th-grade) data with higher education data. Additional information about SchoolVIEW.org, may be found at: <http://www.schoolview.org/>.

C. General Information on Colorado Education System

- C.1. Number of Districts, Schools and Students. Colorado has approximately 180 public school districts. Table 6 shows the number of elementary, middle and high schools.

Table 6
Number of Schools by Type

School Types	Number
Elementary	1046
Middle	536
High	440

Schools within each classification may have a variety of grade configurations.

Table 7 shows the number of schools containing each grade and the numbers of students enrolled in each grade during the 2010-11 school year at each grade level.

Table 7
Number of Schools and Students by Grade

Grade	# of Schools	# of Students
3	1028	64,238
4	1028	63,819
5	1025	63,327
6	648	61,751
7	523	60,921
8	525	59,667
9	422	62,202
10	429	60,696
11	432	58,247

The number of students in each district for 2010-2011 may be found at the following link:
[http://www.cde.state.co.us/cdereval/download/PDF/2010PM/D2_DistrictRanking_PupilMembership\(hightoLow\).pdf](http://www.cde.state.co.us/cdereval/download/PDF/2010PM/D2_DistrictRanking_PupilMembership(hightoLow).pdf)

The following URL provides a link to prior years' pupil membership data:
http://www.cde.state.co.us/index_stats.htm

- C.2. Number of Online Schools and Students. Included in the numbers in Table 6 and 7 are our 53 online schools and their students. The following two tables show the online numbers separately from the totals.

The number of online elementary, middle and high schools are displayed in Table 8.

Table 8
Number of Online Schools by Type

School Types	Number
Elementary	13
Middle	22
High	18

Schools within each classification may have a variety of grade configurations.

Table 9 includes the number of online schools containing each grade and the numbers of students enrolled in each grade during the 2010-11 school year at each grade level.

Table 9
Number of Online Schools and Students by Grade

Grade	# of Schools	# of Students
3	1028	652
4	1028	652
5	1025	700
6	648	741
7	523	866
8	525	955
9	422	1179
10	429	1681
11	432	1779

- C.3. School Year Key Dates. Colorado districts determine their own school calendars. Schools typically start sometime between the first week in August and the Tuesday following Labor Day. Schools typically close between the third week in May and the second week in June. The following provides calendar information for each school district including spring breaks:
http://www.cde.state.co.us/edulibdir/directory_05.pdf
- C.4. Nonpublic School and Nonpublic Home-based Educational Program Students. Colorado law requires that CDE permit nonpublic school and nonpublic home-based educational program students to take the state assessments. Either the nonpublic school or the parent(s) will be required to pay all costs associated with administering and providing results for the assessments. Current practice has been that the nonpublic school or parent(s) must work with the neighborhood public school to arrange for test administration.

- C.5. Colorado Department of Education Staff. The Office of Student Assessment is responsible for implementing the assessments contained within this RFP. Staff FTEs assigned to the corresponding current assessments are included in Table 10.

Table 10
CDE Staff FTEs

Program area	FTE
Current regular 3-10 assessment	1.0
Alternate assessment	1.0
Policy	1.0
Data Operations and Research	Approximately 1.75
Business Process Manager	Approximately 0.5

For the entire department, CDE currently has one content specialist for each of the content areas: mathematics, science, social studies and English language arts. Although these staff work cooperatively with the Office of Student Assessment, they do so within the context of all of their other responsibilities as the content leadership for all relevant CDE activities.

End of Section 2

SECTION 3– STATEMENT OF WORK WITH RESPONSIBILITIES BY COMPONENT

The Statement of Work section consists of four parts that span the components used in the implementation of Colorado’s assessment system: A.) Summative Assessments, B.) Alternate Assessments, C.) Interim Assessments and D.) Dashboard. This section details the activities and services required of the Successful Offeror(s) for each component. Some of the tasks listed recur throughout the life of the contract (e.g., item development, passage selection, item analysis, technical manuals). Other tasks will be completed once in the life of the contract (e.g., setting claims or developing test specifications). It is the Offeror’s responsibility to fully understand the Statement of Work and to project the scope through the potential life of the contract, including any extensions.

The text below is outlined by component, responsibility, requirement and specification. In their narratives, Offerors must specifically identify (ex. **A.3.1.a Schedule of Activities** or **A.3.3 Transition**) and submit a complete response to each requirement and specification, when present, for each assessment component to which they choose to respond. The narrative must follow the order presented in the RFP. Attachments 2-5 provide Statement of Work Checklists which should be used to guide the writing of the narrative. In addition, they must be completed and submitted with the proposal to facilitate the review for responsiveness.

CDE expects that all products developed and used under this contract will be defect-free. Errors in materials or quality assurance, failures in development, administration, scoring or reporting for any assessment component will not be tolerated. The term “defect” includes, but is not limited to, inaccuracies in grammar, content, format, or directions in any printed or online material or posted materials.

A. Summative Assessments – Mathematics, Reading, Writing, Science, Social Studies, and Spanish Reading and Writing Assessments

Key revisions to the new summative assessment system are included in Table 11.

Table 11
Key Revisions to the New Summative Assessments

	Current System	New System
Content areas (grades)	Reading (3-10) Writing (3-10) Mathematics (3-10) Science (5, 8, 10)	Reading (3-10) Writing (3-10) Mathematics (3-10) Science (5, 8, 11) Social Studies (4, 7, 11)
Test delivery	Paper-based	Transition to computer-based delivery
Test window	Districts select a 3 week window within a 5 week period starting the second Monday in March and running through the Friday prior to the third Monday in April. Grade 3 Reading is given approximately 2 weeks earlier	The tests will move as close to the end of the school year as possible. Testing must be completed no later than the second Friday in May. Grade 3 Reading will also be moved to as close to the end of the school year as possible.
Electronic reporting	Early to mid-July	Reporting should occur as early as possible. Starting the year after standard setting, electronic reporting of individual student scores must be posted for districts no later than the first Friday in June. CDE is eager for the timeframe between the conclusion of testing and reporting to be as short as technically feasible and fiscally responsible.
Standards	Grade span	Grade level mastery based Inclusion of 21 st century skills
Item types	Multiple choice Short answer Extended response	Selected response Short answer Extended response Innovative, interactive technology enhanced Performance events
Student Score	Approximately 40% of a student's score is based on constructed response items	Scores will be reflective of the expectations of the Colorado Academic Standards.
Testing time (approximate)	6 hours for grade 3 9 hours for grades 4, 6, 7, and 9 12 hours for grades 5, 8 and 10	The goal is for the new test to take less time; however CDE recognizes that the simulations and performance events require more time than standard items. For grades 4-11, ideally, the new test will not take more than the current time (3 hours per content area) with embedded field testing included. For grade 3, the CAS may require some additional time for testing; however, the level of resulting student fatigue for any increase in time should be taken into consideration.
Test security procedures	Moderate level	Improved test security procedures which may include such practices as shortened testing window, especially for performance events and constructed response items; test booklet sealing; secure test material return verification; state-wide standardized training regarding security procedures; etc.

Educator Meetings. For all meetings held with Colorado educators, the Successful Offeror is responsible for all costs. This includes all expenses for Americans with Disabilities Act compliant

meeting sites, including sign language interpreters and large print as needed; AV equipment; internet connections; beverages; snacks; and for all day meetings, lunches. If overnight stay is required, hotel rooms will be billed directly to the Successful Offeror. Each educator receives a stipend or the district is reimbursed for the cost of hiring a substitute at the district's rate during the educator's absence. In addition, educators are reimbursed for travel expenses (mileage, tolls, etc.) and meals during overnight stays. The state of Colorado periodically develops a chart for reimbursement rates. The Successful Offeror shall reimburse attendees based on the state reimbursement rates current at the time of the meetings. Table 12 presents expenditures for reimbursement.

Table 12
Educator Meeting Reimbursement

Expenditure	Description
Stipend or Substitute Reimbursement	\$120 stipend if a non-work day for the educator OR reimbursement of district for hiring a substitute at the district's rate
Meal Expenses	The per diem rate will be set at the current state (CO) rate at the time of the event. It is only granted to participants who come from out of the local area and who will remain over night in a hotel provided by the Successful Offeror. See below for more information.
Mileage	Mileage rates will be set at the current state (CO) rate at the time of the event See below for more information.
Lodging	Lodging shall only be provided for participants who travel more than 35 miles in one direction to attend the event. Government rates will be applied. See below for more information.
Airfare/Rental Cars/Cab Fares	Airfare, rental cars or cab fare shall be provided for participants for whom these means of travel would be less expense than if they drove.

NOTE: For current Colorado rates, see: <http://www.colorado.gov/cs/Satellite/DPA-DCS/PA/1201542229293>

For purposes of cost estimates, Offerors should utilize the information in Table 13 as they make assumptions in terms of how far educators may be traveling.

Table 13
Educator Distribution and Travel Distance

Region	Approximate Percentage of Participating Educators	Approximate Miles from Center of Region to Denver
Metro	54.2	12
North Central	13.7	72
Northeast	1.7	108
Northwest	4.2	128
Pikes Peak	17.7	104
Southeast	1.4	194
Southwest	2.7	220
West Central	4.6	277

The number of required participants for each meeting will be found in the relevant requirements and specifications.

The Successful Offeror will also be responsible for assisting CDE with developing an appropriately diverse pool of educators for these meetings. In addition to the committees being racially and geographically diverse, educators working with online schools should also be included.

Offeror Qualifications – Mandatory Requirements:

It is imperative that the Offeror meet the mandatory minimum qualifications. If partnering with a subcontractor, the Offeror and its proposed subcontractor(s) may collectively meet the mandatory minimum qualifications. If these qualifications are not met in the initial evaluation, the Offeror will not proceed in the evaluation process. The Offeror can recommend a team or a single resource to address the scope of this project.

- **A minimum of ten (10) years of experience in developing, producing, administering, scoring and reporting of large-scale, high-stakes, statewide assessments.**
 - Experience with development of short and extended constructed response items
 - Experience with assessment of complex performances
 - Experience with scoring rubrics and performance scoring procedures
 - Demonstrated expertise in vertical scale development and growth modeling
- **A minimum of five (5) years of experience with developing, producing administering, scoring and reporting of large-scale, high-stakes computer-based assessments.**
 - Experience with developing, administering, scoring and reporting of innovative, interactive technology-enhanced items.
 - Online test administration system must allow for (proctor) caching.
 - Test items must be in XML. Flash-based items are not acceptable.
 - Experience with establishing security protocols for online assessments.
- **A minimum of five (5) years of experience with practical application of artificial intelligence and automated scoring**
- **Demonstrated experience in providing policy and practice guidelines for accessibility and accommodations in a secure paper-pencil and online assessment environment utilizing a diverse array of hardware and software.**
- **Demonstrated project management experience with specific focus on work planning, status reporting, issue management, and deliverable review and approval procedures.**
- **Familiarity with Common Core State Standards (English Language Arts & Literacy and Mathematics) and the development of the multi-state consortia assessments of Partnership for the Assessment of Readiness for College and Career (PARCC) and SMARTER Balanced Assessment consortium (SBAC).**

A.1. General Requirements

- A.1.1. Professional Standards/Best Practices. The Successful Offeror shall ensure that all materials, practices and procedures developed under this contract meet relevant professional standards such as those contained in the *Standards for Educational and Psychological Testing* published by the American Education Research Association (1999 or most current version), particularly in terms of privacy, reliability, validity, opportunity to learn, accommodations, scoring, reporting, and documentation.

The Successful Offeror shall inform CDE when implementation practices or policies are not consistent with the best educational research and practice. The Successful Offeror shall be responsible for clearly communicating the risks of violating

conclusions of the best educational research and practice. If CDE concurs, the Successful Offeror shall work to make necessary corrections. The Offeror shall confirm its agreement to meet this requirement.

- A.1.2. State and Federal Requirements. The Successful Offeror shall ensure that all materials, processes and procedures developed under this contract meet relevant State and Federal Legal requirements, including requirements under the Elementary and Secondary Education Act (ESEA) and peer review, as well as the Individuals with Disabilities Education Act (IDEA). Throughout the life of the contract, and any extensions, the Successful Offeror shall communicate to the State when it concludes that the program is no longer meeting State and Federal requirements and shall provide corrective options to the State for consideration. The Offeror shall confirm its agreement to meet this requirement.
- A.1.3. Communication. The Successful Offeror shall assist CDE in explaining to the media, the public, stakeholders, the court, and/or other applicable entities why the tests are valid and reliable assessments that are appropriate for their intended purpose. The Offeror shall confirm its agreement to meet this requirement.
- A.1.4. Cooperation with Quality Control Contractor and CDE Staff. CDE intends to contract separately with a third party quality control contractor (the “Quality Control Contractor”) for all of its assessments. The Quality Control Contractor will review the Successful Offeror’s work, meet with the Successful Offeror’s staff, and conduct on-site visits at all of CDE’s Successful Offeror’s facilities to assure CDE that 1) the Successful Offeror meets required schedules and quality control requirements and performs services in accordance with contractual requirements; and 2) file exchanges are properly coordinated. The Successful Offeror selected through this RFP shall cooperate fully with the Quality Control Contractor and CDE staff providing access to all facilities, personnel, and information regarding services upon request. The Offeror shall confirm its agreement to meet this requirement.
- A.1.5. Interaction with Verification Contractor. CDE may contract separately with a third party verification contractor (the “Verification Contractor”) on an on-going or periodic basis. Offerors must describe their experience and plan for coordination with other state-contracted organizations assigned to work on the same program. The Successful Offeror will be required to share information regarding item parameters; data files (including scan files and command files); and any other information needed to verify the reliability, validity, and quality of the Colorado assessment data and system. The Offeror shall confirm its agreement to fulfill this requirement.
- A.1.6. Security. The Successful Offeror shall follow FERPA, state and industry standard security policies, including the provision of confidentiality agreements for all Successful Offeror staff, subcontractors and educators participating in any aspect of this project. The Offeror may include sample confidentiality agreements as an attachment. The Offeror shall provide a plan detailing the implementation of security procedures. The Offeror may choose to provide additional details under relevant requirements and specifications. The Offeror must also indicate the base services (ex. accounting of all secure materials, sealing, forensic analysis, etc.) related to test security which it requires for its high stakes state accountability assessments. If the Offeror offers a variety of services, but does not have its own base requirements regarding security, that must be indicated in the proposal.

Any breach of security that occurs through the negligence or inaction of a Successful Offeror, such as, but not limited to, failure to adhere to any security protocol or

allowing raters to remove secure materials from Item Writing Meetings, Item Review Meetings, Data Review Meetings, Anchor Paper Selection, Validation Meetings, or the Scoring Center, will be considered a default on the terms of this contract.

Awarded contractor will be required to sign the FERPA Confidentiality Agreement, **EXHIBIT 9**.

- A.1.7. Travel. Awarded Offeror may be required to travel to various statewide locations to meet project requirements/training.

All anticipated travel expenses are to be included in the Offeror's cost component response. Therefore, the total price quoted for this project should include any travel, lodging or per diem costs to be incurred by Offeror's personnel to provide services requested. **NO ADDITIONAL COSTS WILL BE REIMBURSED.**

The Offeror shall confirm its agreement to fulfill this requirement.

- A.1.8. Subcontractor Requirements. CDE is allowing subcontracting to occur in the scope of work. CDE will allow subcontracting only under the following circumstances:
- All subcontractors must have primary offices and complete the work within the continental United States.
 - The CDE reserves the right to not accept any subcontractors identified in the submitted proposal if it so chooses.

The Offeror shall confirm its agreement to this requirement.

- A.1.9. CDE Sign Off. All procedures followed in the development, production, administration, scanning, scoring and reporting of the Colorado summative assessments shall be made available for review by CDE and, as determined by CDE, may be subject to CDE approval. The Offeror shall confirm its agreement to meet this requirement.

A.2. Corporate Capacity and Personnel

Throughout this document, the terms "Offeror(s)" and "Contractor(s)" are also assumed to include subcontractors where appropriate and applicable. If the Offeror proposes to subcontract any part of the work, the Offeror's response must refer to the subcontractors where appropriate. Within the relevant requirements and specifications, a description of each proposed subcontractor's role in the project, qualifications to perform that role, management structure, key staff assignments and qualifications of assigned staff shall be included.

If the Successful Offeror has discovered fault with a subcontractor named in this RFP, the Successful Offeror has the obligation to inform CDE immediately and the appropriate steps must be taken by either the subcontractor or the Successful Offeror to correct the problem prior to that problem resulting in substandard performance or non-compliance. The Successful Offeror shall remain responsible for the performance of its subcontractors.

- A.2.1. Organizational Structure. Organizational charts, including identification of Executive and Key Personnel, for the Offeror as a whole and for the CDE project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Offeror's departments and subcontractors, where appropriate. The Offeror shall also describe its escalation process for resolving any contractor/client disagreements.

The executive team member directly in charge of overseeing the Colorado project shall be identified. This executive team member shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award. Changes to the assigned executive team member, except for those resulting from separation of services, require prior written consent by CDE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

Qualifications of key executive personnel must be presented. A supporting resume outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

- A.2.2. Time Allocation of Key Personnel and Services. The Offeror shall provide a list of key staff, including but not limited to, the program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, technology lead, special populations consultant, scoring manager(s), production manager(s), and publication staff, as well as all staff assigned 0.20 FTE or greater to this assessment component. Each staff member's assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.

The Offeror shall affirm in the response to this request for proposals that should the contract be awarded, all key personnel proposed shall be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.

The Successful Offeror shall assign one person to function as the Program Manager. That person must be responsible for all activities required by the project and will serve as the main contact person between the Successful Offeror and CDE. The Program Manager shall have the authority to make decisions and commitments on behalf of the Successful Offeror, subject to CDE approval.

CDE requires that a Technology Consultant be identified. This individual shall be responsible for a number of tasks, including but not limited to, assisting CDE and the districts with the transition to online assessment; working with CDE information staff to ensure the accurate and efficient transfer of data to and from CDE; creating, defining and reviewing file layouts; providing assistance in the verification of demographic data; and assisting CDE and district assessment coordinators with the use of contractor websites and functionality. Ideally this person will be located in the Denver area. At a minimum, this person will be available to be on-site at the request of CDE. Outside of the installation and testing window, this person's availability may be more flexible; however, during the actual installation and testing window, this person must be immediately available with little to no notice.

CDE reserves the right to interview and approve all key staff including subcontractor staff. Throughout the life of this contract, and any extensions, changes to the assigned program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, special populations consultant, and technology consultant, except for those resulting from separation of services, will require prior written consent by CDE. In the event that CDE requests removal of specific Successful Offeror personnel, the Successful Offeror shall provide acceptable replacement(s) with no impact to the project. Replacement(s) shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

All personnel who will work on-site at CDE or school sites may be required to be pre-approved for site access via a criminal background check paid for by the Successful Offeror.

- A.2.3. Staff Qualifications and Experiences. Qualifications of all key personnel shall be presented in the Offeror's proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

CDE requires a psychometric team that will not only execute routine functions, but will also be able to provide a sophisticated level of expertise to guide the psychometric decisions that will need to be made and re-evaluated as the program evolves. The expectation is that the team will be able to provide psychometric options with strengths and challenges and its recommendations along with rationale. In addition, especially in the event of unexpected challenges, the team must include someone with both extensive experience and psychometric knowledge, as well as the decision-making authority to quickly address and remedy the situation.

For all meetings involving educators, the Offeror must indicate the qualifications of the facilitators. General qualifications for training and meeting facilitators must be included in the response to this request for proposals. Facilitators must be familiar with best practices, as well as state and federal laws, procedures and regulations concerning assessment. As applicable, facilitators must also be familiar with academic instruction of students and the educational and assessment landscape. Facilitators must be able to clearly articulate spoken English and create easily understood written materials and visual training aids. Facilitators must have demonstrated successful experience in leading large-group trainings including webinars and meetings as fit their responsibilities.

- A.2.4. Corporate Capabilities and Capacities. The Offeror must present a description of corporate capabilities. The Offeror shall provide the company's history, including the number of years that it has been in business, buyouts, takeovers, IPO's, bankruptcies, litigations and claims, etc. within the last 5 years, or for that period which the firm has been in business, if less than 5 years. Situations arising in assessed liquidated damages (LDs) must be described with their resolution, along with the amount of the LDs or provided additional services.

The description shall also identify the number of employees in the company and the company's location(s), including any presence in Colorado. The overall capacity of the Offeror's organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be discussed.

A general description of the Offeror's capabilities and capacities related to development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities shall be included. Responses must demonstrate that the Offeror meets, at a minimum, the mandatory qualifications presented at the beginning of this component.

Specific examples of the Offeror's work products such as test and item specifications, items, forms, technical manuals, research reports, technical services, etc. should be identified under the relevant requirements and specifications and provided in attachments as appropriate. CDE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.

- A.2.5. Relevant Experience. In tabular format, the Offeror shall provide a listing and descriptions of all work in similar projects that it and its proposed subcontractors have carried out or are carrying out for other clients. The table shall include client, program name, content area, grades, administration mode (paper-pencil or computer-based), use of scoring (human and artificial intelligence), length of contract and number of students. For computer-based testing, the Offeror shall include the total number of tests administered and the highest number of successful concurrent testers. For each such project, the Offeror must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax numbers, and e-mail address

Company Experience. The following Offeror qualifications are required to ensure that effective services for the described project is achievable:

- Documentation of expertise
- Technical competency in all areas identified in Sections 4 and 5

Submit a minimum of three (3) Company Experience and Demonstrated Capability (CEDC) Fact Sheets, Attachment 16, for each of the areas listed above for experience in the last 5 years.

Further evidence of experience should be evident in responses to specific requirements and specifications as appropriate.

- A.2.6. Risk Management and Quality Assurance. Offerors shall specifically address timeline issues, risks, and mitigation and contingency plans for all aspects of the project. These plans should refer to more than just "communication." Additional details may be provided in the response to relevant requirements and specifications. The Offeror should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities of high-visibility assessments. The Offeror should submit sample Risk Assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This Risk Assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance in all aspects of delivering large-scale, statewide assessments – including test development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, and reporting.

A.3. Program Management

A.3.1. Key Activities and Transfer Dates.

- A.3.1.a Schedule of Activities. The Offeror shall provide a proposed schedule that clearly identifies and includes:
- Key activities related to the field (ordering of materials, receipt of materials, test dates, return of materials, demographic clean-up window, release of individual student scores, final individual student, school and district score file release, and receipt of paper reports)

- Key transfer dates between the Successful Offeror and CDE related to development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities.

Although not comprehensive, an outline with selected key activities has been provided in Attachment 6. The Offeror must provide a Key Activities Table for each fiscal year.

Deliverables subject to liquidated damages are presented in Attachment 7.

- A.3.1.b. Project Schedule. Proposals shall include a detailed schedule reflective of the work plans that describe how each of the requirements and specifications described in the proposal will be accomplished. The schedule shall at a minimum identify the tasks, subtasks, beginning date, end date and the party/functional group responsible for each step in the process. The schedule must be included as a separate attachment to the proposal.

Schedules must reflect the following periods:

No sooner than May 1, 2012 through June 30, 2012;
July 1, 2012 through June 30, 2013;
July 1, 2013 through June 30, 2014;
July 1, 2014 through June 30, 2015;
July 1, 2015 through June 30, 2016;
July 1, 2016 through August 30, 2017

Activities related to the development for the next year's assessment and reporting for the prior year's assessment must be clearly distinguishable from activities related to the current year's assessment.

Joint review of this schedule followed by CDE's approval for the first contract period should occur within two weeks of the contract award. The Successful Offeror and CDE shall mutually agree upon final dates. Joint monitoring of the schedule shall occur on an on-going basis. The Successful Offeror shall ensure that all schedule adjustments allow for final deliverable dates to be met. If necessary, timelines and schedules may be revised with prior approval of CDE and an executed contract amendment for all deliverables subject to liquidated damages. A revision of a timeline on the part of the Successful Offeror exempts the Successful Offeror from meeting a contractual deadline **only if** (1) the Successful Offeror and CDE mutually agree upon and document through a contract amendment an extension of the deadline as executed through a contract amendment or (2) the Successful Offeror is able to prove that the deadline was not met due to CDE's failure to meet a contractual deadline resulting in the Successful Offeror's inability to adhere to the schedule for delivery of products and services.

The Successful Offeror shall alert CDE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date. CDE must be notified whenever the Colorado contract is included in Successful Offeror's internal meetings focused on programs at-risk.

For the contract beginning in July 2012, the review of the schedule should occur within the first two weeks of the initial contract. For each following

contract year, by May 1, the Successful Offeror shall provide an updated detailed work plan and project schedule that specifies all activities leading to products or services deliverable to either CDE or local school districts for the following assessment year.

A.3.2. Program Management Communication and Reports.

A.3.2.a On-going Communication. Communication between the Successful Offeror and CDE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, and other communication procedures will be at the Successful Offeror's expense. Toll-free numbers shall be provided by the Successful Offeror for telephone communication including conference calls and webinars.

The Successful Offeror shall make all written communication or summaries of communications with any subcontractor(s) identified in this proposal available to CDE at its request. In addition, CDE expects to be able to participate during all appropriate and applicable meetings and trainings between the Successful Offeror and any subcontractor(s) identified in this proposal. The Offeror shall confirm its agreement to meet this requirement.

A.3.2.b Timeliness of Communication. The Program Manager shall return calls from CDE staff and respond to email messages within 24 hours. If the Program Manager is not available to take calls and return messages, CDE shall be notified in advance. In the event that the Program Manager is not available, the Successful Offeror shall notify CDE as to whom to contact in his or her absence, and shall provide contact information for such individual. The Offeror shall confirm its agreement to meet this requirement.

A.3.2.c Weekly Meetings. At a minimum, weekly phone calls between pertinent CDE staff and the Successful Offeror's Program Manager and other key Successful Offeror staff shall be held between in-person project meetings to keep CDE current on project status, discuss issues as they arise, and to plan upcoming activities. As the need arises, other periodic or on-going conference calls may be conducted. The Successful Offeror's Program Manager will prepare written documentation of each conference call. This is to be submitted to CDE within two business days of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.

A.3.2.d Project Meetings. Periodic meetings between CDE staff and representatives of the Successful Offeror are essential. Those persons directly involved with this component of the project shall be available for technical assistance and discussion at the project meetings at the expense of the Successful Offeror for twelve (12) monthly planning/work sessions per year through June 2014, with four (4) of these meetings occurring annually at the Successful Offeror's site. The other meetings will be held in Denver, CO. Starting with the July 1, 2014 – June 30, 2015 contract period, in-person project meetings shall be held every-other month (6 times annually), with three (3) of these at the Successful Offeror's site and three (3) in Denver, CO.

CDE shall be responsible for the costs for its staff to travel to the Successful Offeror's location.

The Successful Offeror's Program Manager shall prepare written documentation of each in-person project meeting. This shall be submitted to

CDE within one week of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.

- A.3.2.e Monthly Reports. The Successful Offeror shall provide a monthly report that summarizes actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, work that will occur in the next month and beyond, and so forth. These reports shall be sent monthly to CDE by the third business day of the following month.
- A.3.2.f. District Assessment Coordinator (DAC) Academy. CDE has historically held a meeting with all DACs at the beginning of the school year. The meeting provides an opportunity to review the previous year's administration and presents high level changes for the upcoming year. The Successful Offeror's Program Manager and Program Assistant shall attend. This meeting may be held in conjunction with one of the Denver based project meetings. The Offeror shall confirm its agreement to fulfill this requirement.
- A.3.2.g. District Assessment Coordinator (DAC) Management Meeting. The DAC management team is composed of a subset of DACs. The group meets twice a year to provide CDE with feedback on current policies and practices and input on potential new policies and practices. The Successful Offeror's Program Manager and/or Program Assistant shall attend the meeting. The Offeror shall confirm its agreement to fulfill this requirement.
- A.3.2.h. Program Improvement Plans. For each phase of the program including development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities, the Successful Offeror shall provide a report that addresses the relevant phase by detailing the activities completed and by providing recommendations for improvement for the next assessment cycle. The report shall also detail errors, problems and/or discrepancies by district and by school. The report will allow CDE to detect any patterns in the errors, problems, or discrepancies noted in the report and to use that information to clarify instructions in the Assessment Administration and/or Coordinator Manuals. This report shall be completed within one month of completing the relevant phase.
- A.3.2.i. Quality Control and Sign-Offs. Reviews and signoffs for all deliverables shall be documented and available to CDE upon request. The Successful Offeror shall document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project. The Offeror shall confirm its agreement to fulfill this requirement.
- A.3.2.j. Invoices. The Successful Offeror shall submit invoices according to the procedures and requirements set forth by CDE. It is expected that the payment schedule for this contract will be four quarterly and one final payment for the services performed and deliverables provided during each period. The fiscal year for the State of Colorado runs from July 1 to June 30. The last invoice for each fiscal year must be received by June 15. The final invoice for each assessment cycle must be provided by September 1. The Offeror shall confirm its agreement to fulfill this requirement.

- A.3.3. Transition. Proposals must include two draft Transition Plans detailing the transfer of relevant assessment documents and materials. An organized transition that ensures the continuity of the state assessment program is of the essence. The first draft Transition Plan must address the receipt of materials by the Successful Offeror upon final execution of the contract. The second draft Transition Plan must address the transfer of materials, both pre-existing and newly developed, from the Successful Offeror to CDE or another contractor upon termination or expiration of the contract.

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

- Test development - all critical documents and materials used in the test development process;
- Item and test specifications – all item format details, test map requirements, test blueprints, and technical reports;
- Test books –all paper and electronic test booklets and electronic answer documents from previous test administrations; test maps for each form from the previous year's administration with keys and metadata;
- Passages and artwork – all photocopies of the original passages with source documentation, copies of contracts, original electronic art files and applicable permission information;
- Item bank, item and test statistics – all item-level metadata and previous usage statistics, available test-level statistics, previous anchor range finding papers, rubrics, constructed-response materials such as training material protocols, previous operational and field test usage of each item year and form item position status;
- Program administration - all critical documents and materials used with the test administration process;
- General program documentation –all critical documents and materials used for general program documentation and summary reports;
- Reports –sample copies of all reports provided to districts and schools;
- Manuals/guides –sample copies of all guides and manuals (hard copy and electronic versions) for the operational test administrations, and copies of all electronic materials posted on the state website during the operational test administration;
- Scoring information - all critical documents and materials used in the scoring process;
- Scoring/reporting specifications – all documentation regarding scoring rules, aggregation rules, roll-up algorithms, and tables used to calculate student, school, district, and state results;
- Psychometric and related assessment information required for the program - all critical documents and materials used for psychometric analyses and related procedures;
- Professional development – all critical documents and materials used for professional development;
- Editing Specifications – all documentation that outlines how the state would like answer documents edited during the scanning process
- Equating data files –all documentation that outlines layouts for files including item statistics, master file, pre-id, school/district score data and state-level score data;

- Performance scoring specifications – all training papers, anchor sets, calibration papers, rubrics, and constructed-response scoring rules; previous year's score distributions for each item and historical reader agreement rates;
- Technical reports and other validity and reliability reports - all electronic copies of past technical reports produced by the previous contractor and electronic copies of any other reports that discuss the validity or reliability of the assessments;
- Project plan - all documents that outline the tasks/deliverables and corresponding schedule for those tasks/deliverables;
- Schedules - all previous project schedules containing dates/durations for the following tasks:
 - Developing items, forms, and materials
 - Enrollment and pre-identification
 - Packaging and distribution
 - Receiving and scanning
 - Scoring and reporting
- Packaging specifications - all documentation concerning packaging algorithms and shipping points; and
- Print specifications - all spreadsheets detailing print specifications for test booklets, scannables, answer documents, labels, envelopes, and manuals.

The Successful Offeror shall assist CDE with all activities required to transfer all assessment documents and materials during these two transition phases. Draft Transition Plans shall include procedures for the transition of documents and materials related to the following:

- Program administration - The Successful Offeror shall ensure that all critical documents and materials used with the test administration process are transferred efficiently between CDE and/or contractors.
- Test development - The Successful Offeror shall ensure that all critical documents and materials used in the test development process are transferred efficiently between CDE and/or contractors.
- Scoring information - The Successful Offeror shall ensure that all critical documents and materials used in the scoring process are transferred efficiently between CDE and/or contractors.
- Psychometric and related assessment information required for the program - The Successful Offeror shall ensure that all critical documents and materials used for psychometric analyses and related procedures are transferred efficiently between CDE and/or contractors.
- General program documentation – The Successful Offeror shall ensure that all critical documents and materials used for general program documentation and summary reports are transferred efficiently between CDE and/or contractors.
- Professional development – The Successful Offeror shall ensure that all critical documents and materials used for professional development are transferred efficiently between CDE and/or contractors.

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

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

A.4. Assessment Development

A.4.1. Work Plan. The Offeror shall describe in detail its plan for the development of the tests. This plan must describe each step in the development process and must be reflective of the relevant activities and schedule presented under A.3.1 for all test development activities from start to finish for each assessment year.

A.4.2. Content.

A.4.2.a. Determining Eligible Content. The Offeror must provide draft eligible content. The Successful Offeror shall provide refined eligible content including possible item types to be reviewed by the field and revised by CDE. The Successful Offeror will be responsible for providing a finalized document for CDE approval.

The Offeror must be aware of the differences between the Colorado Academic Standards and the Common Core State Standards, including but not limited to the inclusion of Personal Financial Literacy in Mathematics and the difference in organization of the Reading, Writing and Communicating standards. Two forms of the printable standards may be found at:

<http://www.cde.state.co.us/cdeassess/UAS/CoAcademicStandards.html>.

The online searchable standards include Depth of Knowledge indicators for Science and Social Studies. The printable standards include the code for the Common Core State Standards at the end of each applicable evidence outcome for Mathematics and Reading, Writing and Communicating.

The Successful Offeror shall guide the determination of the eligible content process while utilizing public tools from the two multi-state consortia. These include the Partnership for Assessment of Readiness for College and Careers' (PARCC's) Model Content Frameworks:

<http://www.parcconline.org/parcc-content-frameworks> ; the

SMARTER Balanced Assessment Consortium's (SBAC's) Content Specifications, when available; and the *SMARTER Balanced Assessment Consortium Common Core State Standards Analysis:*

Eligible Content for the Summative Assessment Final Report:

http://www.k12.wa.us/SMARTER/pubdocs/SBAC_CCSS_Eligible_Content_Final_Report_030411.pdf

A.4.2.b. Claims and Reporting Categories. The Offeror shall include a plan for facilitating a conversation with Colorado stakeholders regarding the claims about student learning that will serve as the basis for Colorado's summative assessments. The claims should help to ensure that the Colorado assessment system will accurately assess the full range of the Colorado Academic Standards to the maximum extent possible. The Successful Offeror shall be familiar with the section of the Colorado Academic Standards referred to as Grade Level Expectations at a Glance:

<http://www.cde.state.co.us/cdeassess/UAS/CoAcademicStandards.html>

For Mathematics grades 3-8, critical areas for instruction are discussed after each grade level table. These critical areas are also reflected in the CDE Concept Maps:

<http://www.cde.state.co.us/sitoolkit/DisciplineConceptMap2.htm>

The Concept Maps present one way, but not the only way, that districts may look at the standards as a whole as they build their curricula for all content areas in grades 3-8.

In addition, the Successful Offeror should take into consideration the Prepared Graduate Competencies identified for each content area and grade in the Colorado Academic Standards:

<http://www.cde.state.co.us/cdeassess/UAS/CoAcademicStandards.html>

Based on these claims, reporting categories will be determined. The field expects instructionally useful information to be generated based on the summative assessment. The Offeror shall provide proposed valid sub-score categories. Issues related to number of required score points and dimensionality should be discussed. The Successful Offeror shall provide refined sub-score categories to be reviewed by the field and revised by CDE. The Successful Offeror shall be responsible for providing a finalized document for CDE approval.

Sub-content areas currently reported are listed on the TCAP Assessment Fact Sheets:

http://www.cde.state.co.us/cdeassess/documents/csap/csap_frameworks.html

The Offeror must also discuss:

- An approach for including Mathematical Practices in reporting.
- An approach for providing an estimate of performance on the PARCC and SMARTER Balanced assessments.
- An approach for providing a literacy score once both reading and writing are being administered.
- An approach for providing fluency information once reading and mathematics are online. This may be additional information reported outside of the content area composite scores.

A.4.2.c. Frameworks. The Offeror shall provide draft assessment frameworks. The Successful Offeror shall provide refined frameworks to be reviewed by the field and revised by CDE. The Successful Offeror shall be responsible for providing a finalized document for CDE approval.

The references identified in A.4.2.a. and A.4.2.b. will be relevant for the framework development as well.

CDE's standards implementation message to the field has been "All students. All standards." Therefore, CDE intends to assess the breadth and depth of the standards each year to the maximum extent possible, given the restrictions of state summative assessment.

High school mathematics assessment development must take multiple issues into consideration. 1) The Colorado Academic Standards for high school mathematics span grades 9-12. 2) The State Board of Education adopted assessment attributes that include grade level specific mathematics assessments. 3) Colorado school districts approach mathematics instruction through traditional as well as integrated/international pathways. CDE would like to develop

mathematics assessments that honor both pathways in an equitable manner. 4) The high school mathematics assessments should allow for preservation of the valued Colorado Growth Model. 5) The assessments need to be fiscally reasonable. 6) The assessments must be technically sound with results that may be used for comparable high stakes accountability decisions at multiple levels.

To resolve these issues in the most effective and equitable manner possible, Colorado has chosen to approach high school mathematics assessment through an overlap method in which eligible content for the first assessment will include the overlap in standards between Algebra I and Integrated/International I. Eligible content for the second assessment will include the overlap between Geometry and Integrated/International II, Geometry and Integrated/International I, and Algebra I and Integrated/International II. Finally, eligible content for the third assessment will include the overlap between Algebra II and Integrated/International III, Algebra II and Integrated II/International II, Algebra II and Integrated/International I, Geometry and Integrated/International III, and Algebra I and Integrated/International III. Through this method, Colorado will be able to assess 99% of the total mathematics standards across all three years. The Offeror must provide a plan for how it will develop the high school mathematics assessments in this manner. The plan must include any foreseeable issues with this approach as well as the steps that the Offeror will take to resolve these issues.

Note: The selected approach was based on the model pathways (Traditional and Integrated/International) and courses presented in Appendix A of the Common Core State Standards: http://www.achieve.org/files/CCSSI_Mathematics%20Appendix%20A_101110.pdf.

In addition, the aspects of the mathematics content standards unique to Colorado, such as those related to Personal Financial Literacy, must be assessed.

A.4.2.d. Development of Performance Level Descriptors. The Offeror must provide a description of the process to be used to develop general and grade level specific performance level descriptors. CDE expects to be able to compare results from the state summative assessments to the two multi-state consortia; so how development of those assessments will be taken into consideration must be described.

A.4.2.e. Item Types and Test Blueprints/Specifications. Each type of assessment item to be developed under this RFP is defined below:

- Single Correct Response Items:
 - Selected-Response – These are items in which students are presented with several answer choices, one of which is correct. Students are asked to select the correct answer. With an online assessment, this could include items such as drag and drop and hot spot items. Selected-response items should be designed to assess the highest level of content knowledge and cognitive complexity that can be appropriately measured through this type of item

appropriate to the evidence outcome being assessed.

- “Griddable” Response – Although CDE has determined that griddable response items are too cumbersome or costly for paper/pencil administration, online administration provides for single number or single word answers making use of the item type more feasible. These items should be easy for the computer to score without requiring extensive engine training.
- Short Constructed Response – These are items in which students write in a response to a question or a prompt. Student responses consist of 1) one to five sentences, 2) written work in solving a mathematics problem, 3) drawing, or 4) another response that can typically be provided in five minutes or less.
- Extended Constructed Response - These are items in which students write in a response to a question or a prompt. Student responses consist of one to several paragraphs. Student responses can typically be provided in 20 minutes or less in reading, mathematics, science and social studies. For some more traditional writing items, these items may take up to an entire class period.
- Performance Events – These items are performance-based. They require students to engage in higher order thinking and to provide a response that is more complex than a simple correct or incorrect answer. Student responses may consist of written or illustrated integrated answers. Response time will vary across grades and content areas from 20-60 minutes. Mathematics is expected to take closer to 20 minutes while writing is expected to take 45-60. For comparison purposes, the definitions from the two multi-state assessment consortia are included below:
 - “Performance events provide a measure of the student’s ability to integrate knowledge and skills across multiple standards. Performance events will be used to better measure capacities such as depth of understanding, research skills, and complex analysis, which cannot be adequately assessed with selected- or constructed-response items” (SBAC).
 - “Students will be asked to read a variety of materials and compose a written essay based on the relevant information over several sessions. These extended performance tasks will be controlled research projects that take advantage of advances in testing technologies to provide the students with the materials they need, including multi-media materials” (PARCC). Student responses may take up to one class period (approximately 45 minutes).
- Innovative, Interactive Technology-Enhanced Items – These are sophisticated, simulation-based items that require students

to respond with a virtual performance. The items utilize advanced simulation engines featuring online tools and content not previously assessed through selected-response or constructed-response item formats. Students' responses are expected to be computer-scored.

The Offeror shall create a proposed test blueprint for the assessments to be developed in each content area. The Successful Offeror shall provide refined blueprints to be reviewed by the field, as appropriate, and revised by CDE. The Successful Offeror will be responsible for providing a finalized document for CDE approval. This blueprint must specify the numbers of each type of assessment item to be used at each grade level in each content area, depth of knowledge, the numbers of items in each eventual test form (operational and field test slots), the number of sessions required and the total amount of testing time. The Offeror must take into consideration the fact that the assessments must generate valid information throughout the data distribution, including both tails.

Colorado's current assessments have a high number of items and points per test (approximately 85-90 points). In addition, they contain a high percentage of constructed response items. Distribution of items and percentage of total score can be found in the Assessment Fact Sheets: http://www.cde.state.co.us/cdeassess/documents/csap/csap_frameworks.html

Reading assessments must include a combination of literary and informational passages. Literary texts include fiction, literary nonfiction and poetry. Informational texts include exposition, argumentation, persuasive texts, procedural texts and documents. The text distributions reflected in Table 14 are based on the NAEP Reading Assessment Framework and the SBAC ELA Claims. The Offeror should refer to the provided text distributions for direction; however, the Offeror should also provide CDE with additional guidance and expertise based on the expectations of the standards.

Writing assessments must include a combination of narrative, informative and persuasive purposes. The distributions reflected in Table 14 are based on the NAEP Writing Assessment Framework. The Offeror should refer to the provided distributions for direction; however, the Offeror should also provide CDE with additional guidance and expertise based on the expectations of the standards.

Table 14
Distribution of Reading Passage Type and of Writing Purposes

Percentage Distribution of Literary and Informational Reading Passages			
Grade Level	% Literary		% Informational
Elementary	50		50
Middle	45		55
High	30		70
Percentage Distribution of Narrative, Informative and Persuasive Writing Items			
Grade	% Narrative	% Informative	% Persuasive

Level			
Elementary	35	35	30
Middle	30	35	35
High	20	40	40

A.4.2.f.

Design. Table 15 provides a preliminary foundation for the number of operational items of each type that could be used in the general education assessments in each content area and grade level. However, the Offeror is strongly encouraged to use its expertise to present alternate designs which will better assess the CAS and meet Colorado's needs, including cost efficiency. **Estimated costs and options for the summative assessment including 11th grade reading, writing and mathematics were shared with the Board at their August 4, 2011 meeting. An audio archive of that meeting may be found at <http://www.cde.state.co.us/cdeboard/AudioArchive/SBE20110804.htm>.** With adjustments made for the elimination of reading, writing and mathematics at the 11th grade, CDE continues to rely on these estimates for the summative assessment in our discussions with the field, as well as government officials. Designs and entire proposals must result in costs not to exceed the estimates presented to the Board for development activities through FY2013, as well as be consistent with or lower than the administration costs starting in FY2014.

Table 15
Proposed Assessment Design for the Colorado Summative Assessments

	Mathematics	Reading	Writing	Science	Social Studies
<i>Single Correct Response</i>					
Grade 3	40	35	20		
Grade 4	57	48	20		40
Grade 5	57	48	20	40	
Grade 6	57	48	20		
Grade 7	57	48	20		40
Grade 8	57	48	20	40	
Grade 9	57	48	20		
Grade 10	57	48	20		
Grade 11				40	40
<i>Short Constructed Response</i>					
Grade 3	3	3			
Grade 4	7	8			8
Grade 5	7	8		8	
Grade 6	7	8			
Grade 7	7	8			8
Grade 8	7	8		8	
Grade 9	7	8			
Grade 10	7	8			
Grade 11				8	8
<i>Extended Constructed Response</i>					

Grade 3		2	3		
Grade 4		2	2		
Grade 5		2	2		
Grade 6		2	2		
Grade 7		2	2		
Grade 8		2	2		
Grade 9		2	2		
Grade 10		2	2		
Grade 11					
<i>Performance Events</i>					
Grade 3	2				
Grade 4	2		2		
Grade 5	2		2		
Grade 6	2		2		
Grade 7	2		2		
Grade 8	2		2		
Grade 9	2		2		
Grade 10	2		2		
Grade 11					
<i>Innovative, Interactive Technology-Enhanced Items*</i>					
Grade 3	10				
Grade 4	10				2
Grade 5	10			10	
Grade 6	10				
Grade 7	10				2
Grade 8	10			10	
Grade 9	10				
Grade 10	10				
Grade 11				10	2

*Note – For mathematics, the Innovative, Interactive Technology-Enhanced items will replace other items.

Offerors should also suggest how the design could reflect the CAS requirements for fluency.

- A.4.3. **Item Development.** CDE is looking to develop a bank of items that it owns and/or shares with and/or licenses from other states. It is not seeking to use vendor owned items, unless there is compelling psychometric rationale. The Offeror shall confirm its agreement to meet this requirement.

- A.4.3.a. **Samples for RFP.** The Offeror shall provide samples of high quality elementary, middle, and high school assessment items of each type for each content area so that CDE can see the nature of the work that the Offeror is capable of providing. To illustrate the nature of the new assessments, CDE will share the items provided by the Successful Offeror with the public, so the items must be available for this purpose. Prior to the operational assessment, the Successful Offeror may need to augment these items to provide the field with an adequate understanding of the item types and content for the 2014 assessment.

- A.4.3.b. **Prototypes and Cognitive Labs.** The Successful Offeror shall create, with the assistance of CDE, a variety of prototypical assessment items. These could include innovative approaches to performance assessment,

online assessments, and other non-standard assessment methods. These prototypes will illustrate the types of items to be created for the item developers and will be used to illustrate the new assessments to Colorado educators and others.

For mathematics, The Offeror is encouraged to review the Shell Center for Mathematical Education's three types of performance tasks: <http://map.mathshell.org/materials/background.php?subpage=summative>. The novice tasks may fit with our single correct response items, apprentice with short constructed response and expert tasks with our extended constructed response. Also for mathematics, a description of the Freudenthal Institute's assessment tasks should be reviewed: <http://www.educationaldesigner.org/ed/volume1/issue2/article6/>

For science, Offeror's are encouraged to review the online selected response items from the AAAS Science Assessment: <http://assessment.aaas.org/>

Before the prototypes are used to guide item development, these items should be exposed to students and teachers through a cognitive lab process to evaluate their quality and appropriateness for the summative assessment.

The Offeror shall provide a detailed plan for conducting the cognitive labs of the new types of assessment items. Students and teachers will be from volunteer schools that agree to participate in this aspect of the development process. The plan must include the recruitment of schools, confirming final arrangements, preparing the necessary testing materials (i.e., test booklets, directions for administration, answer documents, and so forth), the administration of the cognitive labs, and the preparation of analyses of the performance of students on the items. In addition, the Offeror shall describe how the cognitive labs' test results will be used to refine the items. It will be the responsibility of the Successful Offeror, with assistance from CDE, to recruit the volunteers from schools expressing interest in this stage of item development.

- A.4.3.c. Item Specifications and Style Guides. The Successful Offeror shall develop specifications for each type of item and artwork to be created. The Successful Offeror shall work with CDE to prepare a Colorado Style Guide that will be followed by the Successful Offeror for paper-based and online item presentation. In addition, online items should include Accessible Portable Item Profile (APIP) coding. The Offeror shall provide evidence of its ability to fulfill this requirement.
- A.4.3.d. Universal Design. The Offeror must present its plan to ensure that items will be created that will permit students with disabilities and English learners to fully participate in the assessments and receive valid scores, while minimizing the need for accommodations. The Offeror shall explain how the needs of students with disabilities, especially sensory, physical and language disabilities, as well as English learners, will be taken into consideration during item writing. The Offeror shall explain how universal design principles will be applied to both paper-based and online administration. In addition, the Offeror must explain how language load will be addressed.
- A.4.3.e. Number of Items to be Developed. For each year, grade, content area and item type, the Offeror shall identify the number of items that will

be developed to be taken to item review, the number expected to be accepted, the number expected to be included across the test forms during field testing and the number expected to be accepted at data review.

A.4.4. Electronic Item Development System and Item Bank

A.4.4.a. Item Development System. Item development is to be carried out using the Successful Offeror's electronic item development system. This system may be stand-alone or be connected to the Internet. The Offeror shall describe its electronic item development system – its functions (e.g., use in item development, item editing, item revisions, item reviews, and selection of items for field testing and actual use). The Offeror shall describe in detail how this system will be used to facilitate the mentoring of the item writers and monitor the quality of their work, as well as to protect the security of the assessment items at each step of the development and review process. Each Offeror needs to describe this system in a detailed, step-by-step manner, providing illustrative graphics and/or online access to it for review and evaluation by CDE. The Offeror shall describe the steps it will take to protect the security of the assessment items at each step of the item development and review process. There may be a required demonstration of this system as described in Section 6 of this RFP.

The Successful Offeror may be asked to incorporate items from another state, from Colorado's current assessment program (Transitional Colorado Assessment Program, TCAP), from one of the multi-state consortia, or from other sources. The Successful Offeror would need to provide evidence of the items' alignment to the Colorado Academic Standards in terms of content, depth of knowledge, and mastery before incorporation into Colorado's new assessment system. The Offeror shall address its capacity to complete these activities.

A.4.4.b. Item Bank. The Offeror shall describe in detail its system for storing and retrieving items from its item bank. This system must provide for the ability to indicate the status of each item (e.g., not yet reviewed, content and sensitivity reviewed, field tested, data and bias reviewed, when used operationally along with standards, assessment objectives and item statistics), and permit the assessment forms to be readily assembled. The system should allow for the items to be tagged according to both the CAS and the CCSS, as well as relevant skills. Should it be determined to be appropriate secondary standards should also be able to be indicated. The Offeror shall describe the extent to which its system meets the APIP standards and specifications. The Offeror shall describe how it will provide CDE with access to the item bank. There may be a required demonstration of this system as described in Section 6 of this RFP.

A.4.5. Development Process and Cycle.

A.4.5.a. Passage Selection and Storyboard Creation. The Offeror shall describe its plan for selecting appropriate passages for all relevant content areas based on complexity, quality and range. Although CDE values the use of authentic, classic and historically significant passages, it recognizes that especially in lower grades, the Offeror may have the ability to provide appropriately complex, high quality literary and informational

texts through a commissioned process. CDE also appreciates the flexibility in use that commissioned passages provide. CDE will, therefore, permit the Successful Offeror to use high quality commissioned passages as well as copyrighted passages for which permission is obtained. It will be the responsibility of the Successful Offeror to provide all needed passages for Colorado assessments, including both printed and online tests. For all permissioned passages, it will be the Successful Offeror's responsibility to secure the permissions ensuring that CDE can use the items on both paper/pencil and online assessments, as well as use as released items. The Offeror shall provide evidence of its ability to fulfill this requirement. The Offeror shall also describe its plan for producing storyboards for technology-enhanced items.

- A.4.5.b. Passage and Storyboard Review. The Offeror shall present its plan for CDE review followed by field review of the passages and storyboards. The plan must include the recruitment of educators, confirming final arrangements, preparing the necessary materials and facilitating the review. For the passages, the review must reflect an evaluation of the complexity, quality and range of text, as well as sensitivity/bias. For the storyboards, the review is an opportunity for the Successful Offeror to get feedback on the development of the item in its initial stages, prior to investing resources in putting the item in online format. Offerors should assume a minimum of 5 diverse educators per grade span (3-4, 5-6, 7-8 and 9-10) for the passage review and a minimum of 5 educators per content area and grade span for the storyboard review. For science and social studies, two groups are expected to be sufficient. CDE has experience with reviewing passages electronically.
- A.4.5.c. Item Writer Training and Assignments. The Offeror shall describe in detail its plans for providing item writing training and assignments. The multiple-choice, short constructed-response, and extended constructed response types of assessment items are to be created by Colorado teachers, working under the direction of CDE and the Successful Offeror. More innovative types of items (e.g., performance events and the innovative, interactive technology-enhanced ones) are to be created by selected Colorado educators and other specialists with experience in creating these innovative item types in collaboration with CDE and the Successful Offeror. One effective means of mentoring such educators is to provide them immediate, on-going review of their initial work so that issues that arise can be caught early on and not repeated. The Offeror must describe in detail how it will assure the successful use of Colorado educators in the development of the Colorado assessments.

The Offeror shall indicate in detail what materials it proposes to use for assessment development training, as well as how these materials will be created, reviewed by CDE, and used. The assessment development training materials include items such as Power Point presentations, an assessment development manual, and other assessment development resources (e.g., word lists) for all test developers. The training must assist item developers in understanding Universal Design principles, including accessibility related to interactive online item types, so that the need for extensive assessment accommodations for students with disabilities and English learners is minimized. In addition, the language load of assessment materials must be carefully considered for all students, especially English learners, for the academic assessments in Mathematics, Science, and Social Studies. Item

writers will need to be helped to understand the implications of automated scoring for item development. CDE must review and approve these materials and procedures before these materials are used.

The Offeror must present a process for recruiting, evaluating and retaining educators to serve in the role of item writers. The Offeror must also provide their plan for determining item writing assignments, as well as contingency plans should the educators be unable to produce enough items in the available time. **Note: Ultimately, the Successful Offeror is responsible for the production of the needed number of items for each content area and grade level.**

Offerors must specifically address timeline issues, risks and contingency plans for the first year of development of items to be used for field testing in 2013. Potential supplemental resources and activities for year 1 should be discussed. Although CDE is not interested in utilizing items from vendor owned item pools for reading, writing and mathematics; it is amenable to utilizing items reviewed by other states' educators with respect to the common core state standards and used by those states which have moved forward with new assessments specifically designed to address the common core state standards. Consistent with that, CDE would consider utilizing items the Offeror has available from other states online science assessments assuming there is proven alignment to the CAS.

A.4.5.d. **Item Development Meetings (Educator Meeting).** Each Offeror should budget for two separate three-day development meetings for this assessment component, held approximately two months apart. Offerors are encouraged to suggest adjustments to the length of the meetings and participants between the first year and subsequent operational years. For this assessment component, the Offeror should base its budget on an Item Development Team of 16-24 for Reading/Writing, 16 for Mathematics and 6 for Science and Social Studies. The Successful Offeror is responsible for providing each educator a stipend of a minimum of \$30 per accepted and usable item. Note: the Successful Offeror is responsible for the production of the needed number of items for each content area and grade level.

The Offeror must address how it will involve Colorado educators in the development of items which are not translated from their English counterparts and are unique to the Spanish reading and writing assessments.

At a minimum, six Successful Offeror mentors (content area specialists in the appropriate content area) must be on site for each of the Mathematics and Reading Item Development Teams, and three mentors must be on site for the Writing, Science and Social Studies Item Development Teams. Additional mentors (one per four item developers) can be available online or on site. If off-site, these individuals must be available during each of the meetings in order to monitor the test development work as it populates the Successful Offeror's online item development system or is e-mailed to off-site mentors. This means that the mentors can readily and quickly download work from the developers and provide constructive, descriptive feedback to improve the developers' work in real time. Each Offeror must provide detailed information about the education and experience of the individuals that it proposes to have on-site and off-site.

The Offeror must indicate where it proposes for the first test development meeting to occur (e.g., at a hotel in the Denver metropolitan area). The

Successful Offeror will be responsible for all meeting arrangements and payments, including meeting space; A/V equipment, including laptops for use by the item writers as appropriate; multiple Internet connections for use by the item writers; meals; lodging and travel. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 23-24, including Tables 12 and 13.

The Offeror shall indicate in detail what materials it proposes to use for the first assessment development meeting. The assessment development training materials might include items such as Power Point presentations and other assessment development resources (e.g., sample scoring rubrics, and the potential use of automated scoring) for all test developers. At least one week prior to the meeting, these materials must be provided to CDE for review and approval.

At the conclusion of the first development meeting, the Successful Offeror must know the amount of work created at the first development meeting by each item developer, and provide specific assignments of work to be carried out by each developer before the second meeting. These assignments must include completion of the work assigned at the first meeting, additional items to be created at home, informal pilot testing of innovative item formats, review and revision of the initial set of items based on the feedback provided by the Successful Offeror's editors, and other work to be carried out. Timelines associated with these activities must also be provided. The Offeror shall describe in detail how it will provide and monitor the assignments given to the developers.

The Offeror shall provide a detailed plan for the editing of the work of the item developers following the first item development meeting. This plan shall include providing interim feedback to item writers so that they can use the feedback to revise their assigned items prior to the second meeting. This plan shall indicate the manner in which this work will be carried out (i.e., how the items will be initially edited, in what format feedback will be provided, and in what time frame).

The Offeror must indicate where it proposes for the second test development meeting to occur (e.g., at a hotel in the Denver metropolitan area). The Successful Offeror will be responsible for all meeting arrangements and payments, including meeting space; A/V equipment, including laptops for use by the item writers as appropriate; multiple Internet connections for use by the item writers; meals; lodging and travel. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 23-24, including Tables 12 and 13.

The Offeror shall indicate in detail what materials it proposes to use for the second assessment development meeting. The assessment development training materials might include items such as Power Point presentations and other assessment development resources (e.g., sample scoring rubrics, and the potential use of automated scoring) for all test developers. At least one week prior to the meeting, these materials must be provided to CDE for review and approval.

At the conclusion of the second development meeting, the Successful Offeror must provide a specific assignment for work to be completed by each developer. This shall include completion of the work assigned at the meeting and/or additional items to be created at home. Timelines associated

with these activities must also be provided. The Offeror must indicate how it will assure that all item writers complete their writing assignments at the second meeting or shortly thereafter.

The Offeror must indicate in detail its plan for thoroughly editing the items at the conclusion of the second meeting. Editors shall be persons qualified in the content area(s) in which they are editing.

Offerors must specifically address timeline issues, risks, and mitigation and contingency plans especially for the first year of development of items to be used for field testing in 2013. Potential supplemental resources and activities for year 1 should be discussed. Although CDE is not interested in utilizing items from vendor owned item pools, for reading, writing and mathematics, it is amenable to utilizing items reviewed by other states' educators with respect to the common core state standards and used by those states which have moved forward with new assessments specifically designed to address the common core state standards. Consistent with that, CDE would consider utilizing items the Offeror has available from other states online science assessments assuming there is proven alignment to the CAS.

- A.4.5.e. Content and Bias/Sensitivity Review (Educator Meeting). The Offeror must present its plan for CDE review followed by field review of the items and associated scoring rubrics. The plan must include the recruitment of educators, confirming final arrangements, preparing the necessary materials and facilitating the review. Items are to be reviewed upon the completion of item editing. Each item must be reviewed by a Content and Bias/Sensitivity Review Committee in each content area to assure that the item is of high quality, that it is aligned with a skill in the content area, that it measures the skill in a sound manner, and that the item does not unfairly advantage/disadvantage any student, and that it is not offensive to students, parents, or the public. This committee shall also review the overall content coverage of the set of items, noting any areas where the alignment of the set of assessment items is weak. A separate committee will be convened in each content area (Mathematics, Reading, Writing, Science, and Social Studies). Each committee will review each batch of items prior to stand-alone field testing as well as prior to embedded field testing of the items. The numbers of educators to be included on the committees are presented in Table 16.

Table 16
Number of Educators per Grade Span Content Area Committee

	3/4	5/6	7/8	9/10	Elementary	Middle/ High
Reading/ Writing	8-10	8-10	8-10	8-10		
Mathematics	8-10	8-10	8-10	8-10		
Science					8-10	8-10
Social Studies					8-10	8-10

It is expected that as the assessment matures, these meetings will take one day for science and social studies days, two days for mathematics and three days for combined reading/writing. During the initial

development, it is expected that these meetings may take an additional day. In years when the review will take more than three days, the Offeror must break into two meetings. Offerors may propose adjustments to these expectations based on their experience. Initially, these meetings must occur face-to-face. As the assessment matures, Offerors may propose to conduct these reviews either in person at meetings to be held in Denver, CO, or through the use of an electronic item review system. In either case, the Offeror will need to describe how it will protect the confidentiality of the items before, during, and after the review meetings.

If Offerors propose to use electronic means for conducting the item reviews, Offerors must provide detailed information on the electronic system they propose to use and provide illustrative graphics that show the review capabilities of their system(s) and/or provide online access to the system for CDE to review.

The issues noted by each review committee shall be corrected by the Successful Offeror or the item(s) shall be deleted from the pool of items.

The Successful Offeror will be responsible for providing CDE with summary information including the number of items accepted as is, the number of items accepted with revisions and the number of items rejected.

The Successful Offeror is expected to take the lead role in training the educators and facilitating each one of the Item Review Committees (IRCs). The Offeror shall indicate in detail what materials it proposes to use for these meetings, as well as how these materials will be created, reviewed by CDE, and used. All materials must be reviewed by CDE at least one week prior to the meeting to allow time for revisions to be made prior to printing.

The Successful Offeror will be responsible for all costs associated with this educator meeting. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 23-24, including Tables 12 and 13.

A.4.5.f. Field Testing (Initial and Embedded). All newly created items are also to be formally field tested. For the first year of the contract, field testing will be conducted as a stand-alone activity, using both paper/pencil and online formats. The Offeror shall provide its plan for conducting the stand-alone field test (e.g., how many items of each type are to be field tested, how many items will be in each form, and the number of test forms needed to accommodate the number of items to be field tested at each grade level). The Offeror's plan for including accommodations in field testing must also be included. In determining the number of items that will be field tested initially, the Offeror must take into consideration the time limitations for testing in operational years. The Offeror's plan for field testing must include how the materials will be prepared for field testing, including test forms, coordinators directions, and proctors directions.

The Offeror must describe its development plan for field testing writing in 2014 and social studies in 2015, as well as how to address the field testing for content areas as they move online. In 2014, it is the expectation that all students will participate in the field testing for writing. This requirement does not apply to the other content areas.

After initial field testing, field testing will be embedded, using both PPT and online formats as appropriate. The Offeror shall describe its detailed plan for embedding field test items in operational forms (e.g., how many items of each type are to be field tested, how many items will be in each form, and how many test forms will be needed to accommodate the number of items to be field tested at each grade level). While there will be only one Core operational form, the use of embedded field testing will result in multiple forms used during each administration, differing only in the field test positions of each. The Offeror shall indicate the number of forms needed in Mathematics, Reading, Writing, Science, and Social Studies as well as for each Spanish Literacy area.

The Offeror's development plan for field testing shall include how the materials will be prepared for field testing, including test forms, coordinators directions, and proctors directions. The Offeror's development plan must also address how many forms will be required to carry out the field testing, how items will be selected for field test forms, how the Core and field test forms will be created (e.g., how anchor items will be selected, which new items are to be field tested, etc.), how student responses will be scored and analyzed, and how the field test results will be used to select items for use or to refine the items in preparation for additional field testing.

The purpose of this step in the development process is to determine how each item performs when administered in an actual setting so that the new items can be placed on the same scale as the operational items. Thus, the Science and Writing items must be field-tested online, while the field testing in the other content areas must be administered in both online and paper/pencil formats. The field test sections of the paper/pencil tests must be placed in each of the operational sessions for the actual assessment booklet or online assessment. This will permit items to be included in future assessments near the position in the operational assessment where they were field tested.

- A.4.5.g. Data Review (Educator Meeting). The Offeror must provide its plan for CDE and field review of data resulting from field testing. The plan must include the recruitment of educators, confirming final arrangements, preparing the necessary materials and facilitating the review. During these meetings, educators will recommend which flagged items should not be used; which should be revised and re-field tested; and which should be used operationally, including justification for their use despite the flags. The numbers of educators to be included on the committees are presented in Table 17.

Table 17
Number of Educators per Grade Span Content Area Committee

	3/4	5/6	7/8	9/10	3-11
Reading/ Writing	4-5	4-5	4-5	4-5	
Mathematics	4-5	4-5	4-5	4-5	
Science					4-5
Social Studies					4-5

It is expected that these meetings during operational years will take no more than one day for all content areas. Offerors are encouraged to

suggest adjustments to the length of the meetings between the first year and subsequent operational years. Initially, these meetings must occur face-to-face. These reviews may be held in conjunction with the IRC meetings; however, educators should not be asked to be out of their classrooms for more than three days in a row. As the assessment matures, Offerors may propose to conduct these reviews either in person at meetings to be held in Denver, CO, or through the use of an electronic item review system. In either case, the Offeror will need to describe how it will protect the confidentiality of the items before, during, and after the review meetings.

If Offerors propose to use electronic means for conducting the item reviews, Offerors must provide detailed information on the electronic system they propose to use and provide illustrative graphics that show the review capabilities of their system(s) and/or provide online access to the system for CDE to review.

The Successful Offeror is expected to take the lead role in training the educators and facilitating each one of the data review teams. The Offeror must indicate in detail what materials it proposes to use for these meetings, as well as how these materials will be created, reviewed by CDE, and used. All materials must be reviewed by CDE at least one week prior to the meeting to allow time for revisions to be made prior to printing.

The Successful Offeror will be responsible for all costs associated with this educator meeting. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 23-24, including Tables 12 and 13.

A.4.6. Form Development

A.4.6.a. Regular Form. The Offeror shall describe in detail how it will select the items to be used in the operational forms each year. The plan for the development of the forms shall include consideration of the number of anchor items needed to equate the measures from year to year, the number of new operational items to be included, and the number and position of new items to be field tested. Maximum number of exposures for items must also be addressed.

This plan must also describe how the Offeror will support the equating of the assessment from year to year during the development process. This must include the manner in which the item bank will be utilized to select the operational items as well as the field test items, and what percentage of pre-used items the Offeror proposes be used again.

Table 18 shows the suggested item refresh rates for each of the item types in the summative assessments. These rates apply across all of the content areas. Based on experience and expertise, Offerors are encouraged to provide alternate item refresh rates that maintain test security, allow for released items, support technical adequacy, and promote cost efficiencies.

Table 18
Item Refresh Rates

Item Type	Annual Refresh Rate with New Items
Selected Response	≈25%
Short Constructed Response	≈50%
Extended Constructed Responses	≈50-100%
Performance Tasks	≈50-100%
Innovative, Interactive Technology-enhanced	≈75-100%

There will be one common set of items. The Offeror shall indicate how many forms will be needed to accommodate the field testing requirements.

- A.4.6.b. **Breach Form.** The Offeror shall describe the manner in which it will provide a breach form for each grade and content area. Where possible, it is the expectation that the same breach form will be used for the life of the contract, including any extensions. When an assessment goes online, a breach form will need to be available online as well.

A.4.7. **Accommodated Materials and Administration Procedures.**

- A.4.7.a. **Accommodated Procedures.** Offerors must provide a draft list of appropriate assessment accommodations separately for students with disabilities and English language learners. Accommodations listed must be supported by the most current research. The list shall describe the test accommodations and supports that allow access for students with disabilities and English learners to most fully participate in each assessment without interfering with the measurement of the constructs. Offerors shall also discuss accommodations which would threaten the validity of the assessment by interfering with the construct being measured. Accommodations must be considered for both the paper-based assessments and the online assessments. Colorado has had a history of fairly liberal and extensive use of accommodated procedures and materials. The Successful Offeror shall be expected to facilitate extensive discussion with CDE and the field on accommodations.
- A.4.7.b. **Large Print.** The Offeror must describe the steps it will follow to create large print forms (18 point font and greater than 18 point font) for each grade and content area, including the Spanish Reading and Writing forms (See A.4.7.h). Issues related to images for mathematics must be specifically addressed.
- A.4.7.c. **Braille.** It is expected that the Successful Offeror will utilize a braille vendor. CDE has a very effective and productive partnership with National Braille Press in preparing current test forms. The Offeror must describe the steps it will follow to create contracted braille forms. On rare occasions the Successful Offeror will be required to provide uncontracted braille forms upon request. CDE staff and teachers from the field will actively participate in the review of final test forms with the Braille vendor. The Successful Offeror will be responsible for braille vendor costs and its employee travel related expenses. Historically, this review has occurred at the braille vendor site. “Tiger Embossed” graphics must be avoided for young children and for items

requiring sharp lines. The Offeror will also describe its plan for dealing with items that cannot be brailled. In addition, the Offeror must indicate how the inability of the item to be brailled is documented in their item development system and item bank. In 2011, approximately 45 students across all grades required brailled forms.

- A.4.7.d. Teacher Read Directions. The Offeror must describe the steps it will follow to create teacher read directions for all grades and content areas. Currently teacher read directions are not printed. They are posted for DACs to download as needed. The teacher read directions have evolved to be used as a pacing guide tool. CDE is especially interested in reviewing the need for and appropriate use of these materials.
- A.4.7.e. English Oral Scripts. The Offeror must describe the steps it will follow to create English oral scripts for all grades for Writing, Mathematics, Science and Social Studies.
- A.4.7.f. Spanish Oral Scripts. The Offeror must describe the steps it will follow to create valid Spanish oral scripts for all grades for Writing, Mathematics, Science and Social Studies.
- A.4.7.g. Certification for District Translators. Colorado has historically allowed districts to translate oral scripts into languages other than Spanish. The Offeror must describe a process for providing certification of district translators to ensure that valid translations are made.
- A.4.7.h. Spanish Reading and Writing. Current Colorado law requires Spanish reading and writing assessments for grades 3 and 4. Comparability must be established between the English reading and writing assessments and the Spanish reading and writing assessments; therefore, the English forms must be the basis for the Spanish forms. The Offeror must describe the steps it will follow to create valid Spanish forms. In 2011, approximately 1,200 3rd graders and 125 4th graders took the Spanish assessments. Costs for these assessment forms shall be presented by grade separately by the Offeror in its response.
- A.4.7.i. Accommodated Paper-Based Forms. It is anticipated that when the Colorado assessments go online, about 1% of the students will require a paper-based assessment accommodation. The Offeror must describe the steps it will follow to create valid accommodated paper-based forms.
- A.4.8. Document Development.
 - A.4.8.a. District and School Assessment Coordinators Manual. The Offeror shall describe in detail the contents of the District and School Coordinators Manual, as well as the planned processes for creating and proofing the manual. The District and School Assessment Coordinators' Manual must provide an overview of the assessment program, responsibilities of the DAC, responsibilities of the SAC, directions on how to prepare for the assessment, how to maintain materials securely, how to distribute and collect materials, how to receive and return materials, etc. For cost estimation purposes, Offerors should assume that the District and School Assessment Coordinators Manual will be 160 pages in length. This is not a secure document and will be produced only in electronic form downloadable from the

Successful Offeror's DAC and CDE website. It may be determined that the document will be more user-friendly if broken into two separate documents, with one focusing solely on the receipt, distribution and returning of the materials. The table of contents from the current School and District Assessment Coordinators Manual may be found in Appendix A. The table of contents from the current Procedures Manual may be found in Appendix B.

- A.4.8.b. Proctors Manuals. The Offeror must describe the steps it will follow to create the Proctors Manuals. The Proctors Manual will include, at a minimum, changes or clarifications to the assessment from the previous year, an annual timeline of assessment activities, security procedures, specific assessment administration procedures, instructions to be read to the students, instructions for how to return materials to the school assessment coordinator, and instructions for the online assessment system. The Offeror shall describe in detail the contents of the Proctors Manual, as well as its planned processes for creating and proofing the manual.

Currently, the manuals span two grades each and are approximately 80 pages. The Offeror shall provide a cost-based recommendation as to whether these should remain cross-grade or become single grade documents. The manuals will be printed and distributed to the DACs, as well as made available in electronic format from the Successful Offeror's DAC and CDE websites.

- A.4.8.c. Certification Forms. The Offeror must describe the steps it will take to develop DAC, SAC and Proctor certification forms indicating that ethical standards, security procedures and standard assessment administration procedures were followed throughout the assessment process. Forms shall also include space to indicate deviations from any of those. The Offeror must describe an efficient means to collect, document and store these certifications. The Offeror should describe how also to have students participate in a certification process.

- A.4.8.d. Test Booklets and Answer Documents. The Offeror must describe the steps it will follow to create the test booklets and answer documents. The answer documents must include space for a pre-ID label and grids for bubbling in demographic information, accommodations code, test invalidation code, state use only and district use only information.

Currently, CDE utilizes combined test booklets/answer documents for all grades for each assessed content area. Taking into consideration administration efficiencies, ease-of-use by the student, security concerns and cost, the Offeror must describe and illustrate the test booklet/answer documents that it proposes to use for each content area and grade level. There may be differences based on grade level (i.e., middle and high school structure may require a different approach than elementary structure). The Offeror must provide documentation of the rationale for what is being proposed.

- A.4.8.e. Ancillary Materials. Current ancillaries include acetate rulers, protractors, and paper geometric shapes. Other manipulatives may be required to fully measure the Colorado Academic Standards. The Offeror shall describe in detail how it will develop the manipulatives.

- A.4.8.f. Sample/Released Items, Including Worksheets. Each year it is CDE's goal to release and post on the CDE website CDE staff approved items of each type in each content area and grade. The paper-based items must be presented in a way that they are easily downloadable for use in the classroom. For all items, standard(s) measured by the item and item statistics must be provided for educator use. For selected response items, correct answers must also be identified. For constructed response items, scoring guides and annotated responses for each point on the rubric scale must also be provided.

The Offeror must describe the support materials it intends to develop to meet this specification, as well as the steps it will follow to develop and produce those materials.

A.5. Assessment Administration

- A.5.1. Work Plan. The Offeror shall describe in detail its plan for the assessment administration of the tests. This plan must describe each step in the assessment administration process and must be reflective of the schedule presented under A.3.1 for all assessment administration activities from start to finish for each assessment year.

- A.5.2 Test Window. Currently, Colorado law states that the testing window will be from the second Monday in March through the third Monday of April. CDE will be working with the legislature to adjust that requirement to allow testing to be completed by the second Friday in May. Due to security concerns, CDE intends for districts to test during the same window, rather than at staggered dates. The Offeror shall provide suggested test windows taking into consideration end of year and reporting expectations.

- A.5.3. Materials Ordering.

- A.5.3.a Pre-ID File and Labels. Until all content areas are assessed electronically online, the Successful Offeror shall provide student-identifying information (pre-ID) that is preprinted on labels that may be affixed to student answer documents, scanned electronically, and that can be read visually by an individual. The intent of pre-printing information directly onto the labels is to minimize administration preparation in the field. Consistent with that, labels should be printed and packaged in a way that facilitates ease in distribution (ex. by school, grade, teacher when available, last name, first name). Bar coding may be added by the Offeror to automate check-in and processing of answer documents. The Offeror must indicate how it proposes to do this. The Offeror may describe alternatives in the response to this specification, including a rationale for why an alternative method is better, less expensive, and less labor-intensive for the district and school staff.

Currently, CDE supplies the testing vendor with an enrollment database from a voluntary PreID Labels Data collection, which takes place in January. Districts who choose not to participate receive PreID labels based on data submitted for the Student October Count file, which is also included in the file from the PreID Labels Data collection. The data from this file will also be used to pre-populate the materials ordering database.

Offerors must describe, in detail, plans for ensuring quality control of the pre-coding of student answer documents and student data labels commensurate with a high stakes assessment program.

- A.5.3.b. Materials Ordering System. The Successful Offeror shall provide an online electronic ordering system for District Assessment Coordinators to use. The system must pre-populate using the Pre-ID file provided by CDE. The system will allow DACs to adjust their total student numbers as well as input their accommodated forms and materials orders. The Successful Offeror shall provide illustrative screens showing its online ordering system in training materials and in user manuals.

The Successful Offeror shall confirm district/school orders for materials using a web-based verification system. The Successful Offeror shall ensure that each district's order size is reasonable when it is submitted based on enrollment and prior years' numbers of students assessed. The Successful Offeror shall contact any districts requesting an unusual order before materials are shipped.

- A.5.3.c. Online Roster. The Pre-ID file will also be used to generate the initial roster for online assessments. The Offeror shall explain the process for roster creation, district verification, and roster additions and deletions.

- A.5.3.d. Additional Materials Ordering. Last minute shortages of assessment materials shall be handled quickly and efficiently by the Successful Offeror as specified in procedures mutually agreed upon by the Successful Offeror and CDE. The Successful Offeror shall provide an online electronic ordering system for District Assessment Coordinators to use to order extra testing materials. This system must provide verification that the orders have been filled and provide details about when and how the shipments were made. The Offeror shall provide illustrative screens to show its online ordering system. Proposals must clearly detail the procedures for handling late material requests.

In addition, the Successful Offeror shall be responsible for providing a list of which districts submitted additional orders, what they ordered and whether they had participated in the original materials ordering window(s). This will assist in identifying districts that may need to be contacted the following year during the initial ordering window(s).

A.5.4. Document Production.

- A.5.4.a. Proctors Manuals. The Offeror must describe in detail how it will produce the proctors manuals. Offerors must describe in detail its plans for ensuring quality control of the production of the administration manuals commensurate with a high stakes assessment program.

- A.5.4.b. Test Booklets/Answer Documents. The Offeror must describe the manner in which the student assessment booklets will be produced. Details such as print colors, page weight, opacity, seals to be used, and so forth must be included. The Offeror shall provide costs for grey scale in its base cost with costs of colored test booklets listed as an option.

Offerors must describe in detail its plans for ensuring quality control of the production of the test booklets/answer documents commensurate with a high stakes assessment program.

A.5.4.c. Breach Forms. Breach forms are not actually to be printed until (and only if) such a form is needed. The Successful Offeror shall make the form available in PDF format should CDE need to administer a breach form of the assessment. Where possible, it is the expectation that the same breach form will be used for the life of the contract, including any extensions. When an assessment goes online, a breach form will need to be available online as well. The Offeror shall provide a firm indication of the time for the production of such a breach form from the time the need for it is determined by CDE and the receipt of the materials in the local school district or online test availability as applicable.

A.5.4.d. Ancillaries. Current ancillaries include acetate rulers, protractors, and paper geometric shapes. Other manipulatives may be required to fully measure achievement of the Colorado Academic Standards. The Offeror shall describe in detail its plans for ensuring quality control of the ancillaries commensurate with a high stakes assessment program.

A.5.4.e. Accommodated Materials. Current accommodated materials include large print forms, braille forms; teacher read directions, English oral scripts, and Spanish oral scripts. The last three historically have been posted for DACs to download. The Offeror must describe how this practice fits with its standard practices for high stakes accountability assessment. CDE seeks recommendations on whether to continue this practice or for security reasons to consider a hard copy distribution method. Both options must be represented in the cost proposals. The Offeror shall provide a cost for the current method in its base proposal with audio versions (i.e., CDs) for the teacher read directions and oral scripts listed as an option.

The Offeror must describe in detail its plans for ensuring quality control of the accommodated materials commensurate with a high stakes assessment program.

A.5.5. Secure Distribution, Collection, Storage and Destruction.

A.5.5.a. Packaging. Materials will be separately packaged by district and school and sent to the DACs. Accurate assembly of assessment materials is critical to the smooth operation of the Colorado assessment program. The Offeror shall describe in detail how the assessment materials will be picked and packed, including how overages will be calculated and included. The Offeror should assume a 10% overage of all materials to be maintained by the Successful Offeror for coverage of any shortages reported by local school systems, and shall describe in detail the manner in which inventories will be monitored so that impending shortages can be avoided, or if noted, rectified before they prevent the filling of initial orders or re-orders.

The Offeror shall describe in detail its plans for ensuring quality control of the packaging commensurate with a high stakes assessment program.

- A.5.5.b. Distribution and Collection. Until such time as all students are assessed electronically online, the Successful Offeror shall be responsible for the distribution and collection of testing materials, including outgoing and incoming assessment materials, as well as hard copies of reports. Secure bonded freight carriers and/or courier services will be used for distribution and collection. Delivery and collection activities must conform to a rigid date/time schedule set by CDE. When shipping the district's test materials requires more than one box, the Successful Offeror shall indicate the actual number of boxes that have been sent (e.g., Box 1 of 10, etc.). The Successful Offeror shall use a brightly colored label on the outside of each box. This label will include the wording "ATTENTION: District Assessment Coordinator" (or other district personnel as stipulated by CDE) to indicate that the enclosed materials should be brought to the immediate attention of the appropriate district personnel. The size of the label must be appropriately large.

Because the materials will contain secure and individually identifiable materials, all materials must be shipped with signature required for delivery. Verification of receipt of 100% of the shipments is required.

The Offeror shall describe a secure manner for shipping assessment materials that includes tracking and accounts for packages at each step in the shipment process. Delivery of shipments is required no later than fourteen days before the assessment begins. CDE will provide shipping and contact information for each DAC.

The Offeror shall describe how it will collect both scoreable and non-scoreable testing materials, including those created by districts such as oral scripts in languages other than English or Spanish, at its expense upon the completion of the assessment. The Successful Offeror will need to provide a secure means for returning the assessment materials, with signatures required at each step of the return process.

The Offeror shall describe in detail its plan for ensuring quality control of the distribution and collection of assessment materials commensurate with a high stakes assessment program.

- A.5.5.c. Materials Storage and Destruction. The Successful Offeror shall archive and/or retain scorable material for a period of 1 year (365 days) after completion of reporting and non-scoreable material for 6 months (180 days) after reporting. Upon expiration of the aforementioned time periods, the Successful Offeror must request CDE permission to destroy the stored material before doing so. The Offeror shall indicate how it proposes to do this. Electronic images and files shall be retained for the life of the contract, including any extensions, plus 12 months.
- A.5.5.d. Disaster Recovery. The Offeror shall recommend an industry-standard recovery approach that meets applicable CDE standards with a reasonable expectation that testing requirements can be successfully achieved. The disaster recovery approach shall include a description of how materials and data for this project will be backed-up and recovered in the case of an emergency. CDE shall have final approval of the disaster recovery solution.

A.5.5.e. Verification. The Successful Offeror shall provide services associated with the pre-ID and security barcode capture and data application. The Offeror shall provide a description of its procedures to account for all secure test materials. Within 5 days of the date(s) that the Successful Offeror is to receive returned materials from the spring assessment(s), the Successful Offeror shall provide a written report to CDE of all districts that have not returned their materials (box level). Semi-weekly (twice per week) reports shall be provided with the addition of partial shipments and test booklet count discrepancies until all secure materials have been accounted for. Resolutions shall also be indicated. The Successful Offeror is responsible for contacting districts to resolve these issues. A final security report recording that all secure materials have been accounted for shall be provided to CDE within one week of all materials being accounted for.

A.5.6. Test Monitoring.

A.5.6 a. Fidelity to Test Administration and Security Procedures. The Offeror shall describe in detail the steps that it would take to monitor the fidelity with which the test administration and security procedures are being applied. This shall include a plan for on-site monitoring of paper-based and computer-based administrations, as well as the use of forms certifying that applicable test administration and security procedures were followed to be signed by DACs, School Assessment Coordinators and test proctors. Additional electronic monitoring of security procedures may be included. In addition, the Successful Offeror shall compile issues and questions brought to the attention of the Successful Offeror by CDE, DACs, and others. This compilation should inform discussions regarding which procedures may need to be clarified or enhanced in future years.

The Successful Offeror will provide assistance and support to CDE in strengthening Colorado's overall security procedures. This may include confirming that state-of-the-art processes, policies, and materials are being employed for the new state assessments. CDE welcomes evaluations and recommendations regarding improvements to training materials, methods dealing with security processes at the state level and in districts and schools, and procedures for dealing with possible security breaches. The integrity of the test scores depends on adherence to rules governing the program in the preparation of students, test administration, and the handling of answer sheets after testing. In addition, Section A.9.14 of this RFP addresses employing data forensic statistical analyses to evaluate the likelihood that any of the test results were not earned fairly.

A.5.6.b. Reported Violations of Administration and Security Procedures. In Colorado, DACs are expected to report violations of administration and security procedures to CDE. Should a DAC contact the Successful Offeror, the Successful Offeror shall redirect the DAC to CDE and verify with CDE that the issue was appropriately reported. The Offeror shall confirm its agreement to meet this requirement.

A.6. Web-Based Online Test Delivery System

Colorado desires to fully transition to online assessment administration by the 2016-2017 school year. Table 19 below shows the schedule for implementing online assessments in each content area.

Table 19
Online Assessment Implementation Schedule

Content Area	2013-14	2014-15	2015-16	2016-17
Science	Operational	Operational*	Operational*	Operational*
Writing		Operational*	Operational*	Operational*
Reading			Operational*	Operational*
Social Studies			Operational*	Operational*
Mathematics				Operational*

*Transitioning additional content areas online is dependent upon the successful online administration the previous year.

CDE requires that the Successful Offeror provide a hosted infrastructure (a.k.a 'cloud') service solution that integrates with existing CDE/district data systems. Ideally, the Successful Offeror will host an end-to-end online testing service, given pre-loaded student demographic data from the state and/or district systems. The system shall be fully functional and capable of independent operation between districts and the Successful Offeror without state-level mediation.

A.6.1. Work Plan. The Offeror's work plan must provide a detailed description of its proposed web-based online test delivery system. This plan must describe each step in the deployment of the test delivery system and must be reflective of the schedule presented under A.3.1 for all online test delivery system activities from start to finish for each assessment year.

A.6.2. Transition to Online Testing Plan.

A.6.2.a. Online Assessment Implementation Plan. The Offeror shall include a plan that specifically addresses moving Colorado to a web-based online test delivery system for all content areas. The Offeror's plan and timeline shall complement the online implementation schedule depicted in Table 19.

Base costs shall assume full online implementation as indicated in the schedule above. However, CDE is seeking well informed advice on how to approach online constructed response items for our youngest students. Should an Offeror recommend maintaining a paper-based system for some item types, costs associated with that must be listed as an option.

A.6.2.b. Evaluation of Readiness for Online Assessment. Colorado plans to annually evaluate the capabilities of district computers and networks to determine readiness for online assessment. The Successful Offeror shall provide comprehensive and user-friendly system utilities for districts to test and verify technology, hardware, and software to ensure that the computer delivery method can be implemented. CDE would prefer that the system utilities include a simulation tool to assess bandwidth capacity. The Offeror shall plan on utilizing an IT readiness tool, such as or similar to the one provided by the two multi-state assessment consortia (PARCC and SBAC)

to evaluate district capacity. CDE reserves the right to approve the tool to be used.

As indicated in the Background Information section of this RFP, Colorado has a significant number of students participating in Online Schools. These schools pose a unique challenge to secure online test administration. The Offeror must present its plan for evaluating the readiness of these schools to administer these assessments in a secure fashion. In addition, the Offeror must present its plan for ensuring that students attending online schools take their assessments in a secure and standardized fashion.

A.6.3. Online Testing System.

- A.6.3.a. Web-Based Online Test Delivery System. The Offeror shall indicate whether the hosted infrastructure service that it proposes to use for this assessment component will be used in its current form or if it will be modified in any way for Colorado. If the service will be modified, the Offeror shall specify which elements of the proposed service are parts of a currently operational system. The Offeror must specify the version/release number of the service to be implemented for this project. The Offeror must also provide a list with contact information for all state customers that are currently using/have used the proposed version of the service and a list for all state customers that are using/have used prior versions of the service.

The Successful Offeror shall provide the State with a detailed Infrastructure Plan, which will incorporate all components required to meet industry standard best practices, and at a minimum include the following: hardware; software; network; active directory services; database; caching capabilities; configuration; contractor resources for implementation; timeline segment in accordance with the Project Plan; and testing and validation. The Successful Offeror shall review and update the Infrastructure Plan as needed throughout the project; however, CDE shall have final approval of the Infrastructure Plan and any modifications.

The Successful Offeror's web-based hosted infrastructure service must provide for delivery on wireless networks with comparable performance to wired networks. Due to the expectation that some districts will have to rely on lower grade access, such as dial-up, proctor caching must be provided. Applications must be delivered within a secure browser that restricts access to the desktop and Internet, based on the requirements of CDE. The secure browser must function (and be maintained) on a current release of Linux, Windows/Intel, Macintosh (Intel and PowerPC chips), and Citrix operating systems. The application must be compliant with Terminal Server-based applications such as Citrix. The Offeror must indicate how it proposes to fulfill this requirement.

Colorado does not have established minimum technology standards for schools within the state. However, support from the Successful Offeror must include the following technical standards at a minimum: Windows 98 Service Pack II or higher, VISTA, Windows 7, plus Mac OS 9.2.2 and Mac OS 10.1.1 or higher as well as current version of the Linux kernel. The Successful Offeror shall be prepared to support all subsequent releases of these platforms as well. The Offeror shall indicate how it proposes to fulfill this requirement. Support for

versions of operating systems will be continued until CDE approves discontinuing support for a particular version. CDE assumes that at a minimum, the proposed assessments will require the hardware specifications displayed in Table 20. The Offeror shall discuss the minimum hardware specifications and technical standards as well as the recommended hardware specifications and technical standards needed for operation of its proposed system. This discussion should also include an analysis of differences in system performance based on minimum or recommended hardware.

Table 20
Minimum Hardware Specifications and Technical Standards

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

The Offeror shall describe in detail how it will assure that all items placed in its web-based test delivery system assure that all items placed in its online test delivery system will appear on students' computer screens as intended for the variety of types of computers, operating systems, and connectivity described here.

The Offeror shall also describe its strategy for ensuring that new systems and all interfaces function properly when releasing new versions of any software application.

- A.6.3.b. Tools and Accommodations. The Successful Offeror is expected to adhere to and meet the evolving expectations of industry standards in online accommodations. The Offeror must describe the extent to which its system currently meets the Accessible Portable Item Profile (APIP) standards and specifications.

Based on the Successful Offeror's recommendation and input from the field, CDE will determine the content areas for which tools and accommodations will be provided, as well as which ones should be able to be turned on or off by students. The Offeror shall discuss how the

tools and accommodations accessed by the student during testing will be tracked as well as how student profiles will be created and/or uploaded to allow for appropriate accommodation options during testing. The Offeror shall specify the extent to which its system can provide the following:

- Navigation tools including navigation buttons such as next, back, skip to, and mark for review;
- Test taking tools including highlighter, notepad, strikethrough, reset, and customizable exhibit window;
- Writing tools including cut, paste, copy, undo, redo, font format, spell check and paragraph format among other basic word processing functionalities;
- Calculator tools including the basic four function, scientific, and graphing calculators in the online assessment; and
- Additional Mathematics and Science tools including grade level equation editors, drawing tools, rulers, protractors, calculators, compasses, formula sheets, periodic tables, etc.

The Successful Offeror's test delivery interface shall include all of the information and resources required to make a test item accessible for students with a variety of disabilities and special needs. The Offeror shall discuss the extent to which its test delivery interface includes the following accommodations:

- Audio accommodations either through text to speech or through recorded audio (the Offeror should discuss the pros and cons of these audio alternatives). For audio accommodations, the discussion should include the Offeror's ability to highlight portions of the screen to be read aloud, alternate text tags, captioning, text within a graphic or table to be read aloud, audio for all on-screen text in science and mathematics online assessments. How the audio for an item may be altered to eliminate cuing should also be discussed;
- Visual accommodation tools including magnification, reverse contrast, selection of foreground and background colors, color overlay, masking, adjustable font face, and alerts to test takers that alternate tactile representations are available;
- Additional accommodation tools including virtual keyboards, translation tools, sign language and sign system presentation, , voice recognition, and word prediction.

The Offeror shall discuss the extent to which its web-based test delivery system will be compatible with third-party devices and software that allow accommodations to be offered to students with disabilities for accommodations that cannot be built into the Offeror's system. Devices that can be used with the test delivery interface include alternate keyboard, alternate mouse, refreshable braille displays, braille note-takers, keyboard emulators, and alternative and augmentative communication devices.

The Offeror shall discuss how individual student profiles are created or imported into the system to select and make available appropriate accommodations based on student need.

- A.6.3.c Online Tutorials. Online standalone tutorials shall be developed by the Successful Offeror. These will be used to familiarize the student with the system and the item types prior to the opening of the testing window. Tutorials shall be available a minimum of 4 weeks prior to the beginning of testing.

- A.6.4. Application Testing. The Successful Offeror will be responsible for comprehensively testing its applications and ensuring that its services provide a stable platform for assessment. The Offeror shall describe its overall approach to testing its proposed system. The description must include details pertaining to how the Successful Offeror will ensure that the appropriate people are assigned and scheduled to the testing effort and how the Successful Offeror will ensure that all requirements for the online system have been tested. The Successful Offeror's demonstration of the system should occur at least eight weeks prior to the start of online assessment administration.

Each system component must be made accessible to CDE staff in a non-production environment that comprehensively mimics the production (i.e. pre-production) environment such that CDE will be able to conduct its own application tests and be assured that the application test responses represent the exact behavior that will be expected of the application in the production environment.

CDE will be allowed no fewer than 5 business days to conduct testing of any system component and 10 business days to conduct any system-wide tests. All systems must be functional and available for district installation at least 6 weeks prior to testing.

The Successful Offeror must document the plan for application testing and the results of the application tests. Both the testing plan and the subsequent results of the testing plan must be provided to CDE with sufficient time such that CDE can request substantive changes to the plan or the application as appropriate.

Any mandatory changes identified by CDE will be incorporated by the Successful Offeror before the start of administration. Final, approved forms and items will be available in the Successful Offeror's test delivery system a minimum of two weeks prior to the opening of the test window.

Offerors shall provide in their proposals recommended mitigation and contingency plans should the Offeror's system be inoperable for some or all schools during the testing window with final plans being determined by the Successful Offeror and CDE. This includes plans to address schools and districts which may have sub-standard infrastructure and hardware.

- A.6.5. Data Integration and Collection.

- A.6.5.a. Data Integration. Colorado is part of the Shared Learning Collaborative which will use the Shared Learning Infrastructure (SLI) Data Store. The Application Programming Interface (API) contains the building blocks necessary to create SLI applications. The SLI Data Store is strictly governed by the API. Therefore, applications provided by the Successful Offeror shall be SLI-compatible, such that they

integrate with the API. Web-based applications requiring complex navigation and non-web-based applications are not suitable for SLI portal integration. Additional API information is available at slcedu.org.

To facilitate data integration with the SLI Data Store, data must be exported to one or more of the data exchange formats defined by the SLI Bulk Data Ingestion and Validation layer. These formats include:

- Standardized XML (Ed-Fi Interchange Format)
- Comma Separated Values (CSV) Format
- Schools Interoperability Framework (SIF)

The Offeror shall describe how it will meet this requirement.

A.6.5.b. System Requirements. The Offeror shall describe in detail the services to be provided in order to conduct the required online data collections. The Offeror shall include a detailed description of how its data collection system will be designed to operate within existing local district communication infrastructures, including T-1, DSL or cable modem lines. The Offeror shall assume that the existing technological infrastructure and computing hardware of the state, districts and schools will not be replaced, as well as take into consideration that some systems will be upgraded.

The Offeror shall also describe how its system works with district/school content filtering systems and firewalls.

The online data collection system design must be flexible so that software modifications, database changes, and reporting requirements can be made efficiently and cost effectively. The Offeror must indicate how it will assure that this can be done.

The Successful Offeror's system must be able to download the rosters referred to in section A.5.3. or the alternative proposed under that specification. The Offeror must explain how its system will accommodate for students who have moved in and out of a school or district since the rosters were created.

The Successful Offeror's system must show real-time online testing status and statistics by assessment and district. This status will be available to CDE and districts. (For example, number of students testing by district and total tested, average time tested, system response time, etc.) Daily status reports shall be available for viewing.

The Successful Offeror's system shall have the ability to collect test codes, accommodation codes and other demographic information by administration for online assessments before, during and after testing.

A.6.5.c. Data Collection Protection Features. The Offeror shall discuss how its system responds to interrupted Internet services without the loss of data, including student responses.

The Successful Offeror's online data collection system must have a time-out or similar locking mechanism to prevent unauthorized access in the event that a student, while entering data, has to immediately evacuate the

area due to an emergency such as a fire or tornado drill. This must also include an auto-save feature so that the student can easily resume when the emergency or the time-out has passed. The Offeror shall indicate how it proposes to do this.

- A.6.5.d. Access to Data Collection System. The Successful Offeror shall provide CDE and selected technical advisors with a secure, password-protected web based system for the purposes of analyzing the assessment processes and the resultant data. CDE shall have access to and oversight of all aspects of online performance during the data collection windows and access to captured data after the data collection windows close. The Offeror shall indicate how it proposes to do this.

The Successful Offeror must provide access to the online data collection system via a unique log-in ID and password. All communications directly from the Successful Offeror to the field (DACs, teachers, or others) must be approved in advance by CDE. The Offeror shall indicate how it proposes to do this. The Offeror shall describe its procedures for ensuring that students take the assessment under the correct name using the appropriate name, log-in ID and password.

A.6.6. System Reliability and Mitigation Experience.

- A.6.6.a. Information Technology. The Successful Offeror shall ensure the reliability of information technology used in the transmission and function of computer-based assessments. The Offeror shall provide a draft plan detailing the deployment and operation of information technology and contingencies for the failure of information technology systems. The Successful Offeror will finalize this plan. The Offeror must identify its metrics for system performance.

- A.6.6.b. Cyber Security. The Offeror shall agree at all times to maintain network system and application security that, at minimum, conform to the following:

- State of Colorado Cyber Security Policies as found at: <http://www.colorado.gov/cybersecurity>
- Current cyber security standards set forth and maintained by the Center for Internet Security, which can be found at: <http://www.cisecurity.org>

The Offeror must agree to document all cyber security expectations to State of Colorado Policies and Standards in response to this RFP. Special consideration must be made to ensure the security of Personally Identifiable Information (PII) stored or processed by the system.

The system will be subject to security reviews by OIT Office of Cyber Security. The Offeror shall describe the overall approach to security in its proposed system. The Offeror shall describe all cyber security exceptions to State of Colorado Policies and Standards in response to this RFP. Challenges that the Offeror may encounter for meeting cyber security standards during this project and how those challenges can be mitigated shall also be identified.

The Offeror shall discuss the features of its system which prevent infiltration.

- A.6.6.c. Online Assessment Challenges and Remedies. The Offeror shall describe the issues/challenges/problems/mistakes that arose in its history with online assessment administrations. The Offeror must describe and indicate the level of impact to school personnel, students, scores and timeline for reporting. The description shall include the steps taken by the Offeror or sponsoring agency to mitigate those issues. Finally, the Offeror should indicate what steps it will take to prevent these issues from occurring in Colorado.

A.7. Scanning and Scoring.

CDE is interested in transitioning to AI scoring methodologies for assessments when state of the art technologies permit such scoring in a reliable and valid manner. The scoring methodology displayed in Table 21 presents CDE's expectations regarding scoring based on its knowledge of the currently available technology. The Offeror should suggest adjustments based on its current and expected capabilities.

Table 21
Scoring Method by Item Type and Content Area

	Short Constructed Response		Extended Constructed Response		Performance Event (analytic)	
	Years Paper-based	Years Online	Years Paper-based	Years Online	Years Paper-based	Years Online
Mathematics	Human	50% AI 50% Human	--	--	Human	Human
Reading	Human	50% AI 50% Human	Human	100% AI	--	--
Writing	--	--	--	100% AI	--	100% AI
Science	--	50% AI 50% Human	--	--	--	50% AI 50% Human
Social Studies	--	50% AI 50% Human	--	--	--	100% AI

*Science and Social Studies performance event items are expected to be administered as innovative, interactive technology-enhanced items.

Provided the Offeror has evidence to support its adequacy for human scoring and initially for AI scoring, the expectation is that there will be a 5% human second read rate.

- A.7.1. Work Plan. The Offeror shall describe in detail its plan for the scanning and scoring of the tests. This plan must describe each step in the scanning and scoring process and must be reflective of the schedule presented under A.3.1 for all scanning and scoring activities from start to finish for each assessment year.

A.7.2. Constructed Response Scoring Materials.

- A.7.2.a Range finding Meetings (Educator Meeting). The Successful Offeror shall facilitate range finding meetings for content specialists and educators to

define rubric score points for scoring of the field test items. For purposes of this RFP, The Offeror should assume that 16 individuals will be selected to participate for Mathematics, Reading/Writing each, while 6 individuals each will be used in Science and Social Studies. Each meeting is expected to last for three days and be held in Denver, CO. Based on its experience, the Offeror is encouraged to suggest adjustments to the length of the meetings between the first year and subsequent operational years. The Successful Offeror will be responsible for all costs associated with this educator meeting. The Successful Offeror will be responsible for all costs associated with this educator meeting. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 23-24, including Tables 12 and 13.

The Successful Offeror shall select exemplary student responses from field testing that are representative of the various types of responses collected from students. The Offeror shall describe its plan for selecting student responses for range finding. The plan shall include an estimate of how many responses will be needed to appropriately define rubric score points for items and a rationale for why these numbers will adequately meet Colorado's needs. The Offeror shall also describe its procedure for determining if items are inappropriate for use in the operational assessments.

- A.7.2.b. Anchor Validation Meetings (Educator Meeting). After the completion of field test scoring and item selection for the next year's operational items, the Successful Offeror shall conduct anchor validation meetings that use content specialists and educators to review scoring rubrics and to select anchor papers for scorer training. For purposes of this RFP, The Offeror should assume that 16 individuals will be selected to participate for Mathematics, Reading/Writing each, while 6 individuals each will be used in Science and Social Studies. Each meeting will last for three days and be held in Denver, CO. Based on its experience, the Offeror is encouraged to suggest adjustments to the length of the meetings between the first year and subsequent operational years. The Successful Offeror will be responsible for all costs associated with this educator meeting. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 23-24, including Tables 12 and 13.

Content specialists and educators shall review the adequacy of the scoring rubrics developed during the range finding meetings so that they can be finalized for operational use. Anchor validation meetings shall also be used to select anchor papers for scorer training, certification, and validity checks throughout the actual scoring process. The Offeror must describe its plan for conducting anchor validation meetings. The Offeror should also provide technical expertise about whether using anchor papers from the field test are adequate to train, certify, and validate scorers during scoring of operational assessments.

- A.7.2.c. Scoring Decision Guide. The Successful Offeror shall develop and maintain a scoring decision guide, including decisions for how to address unusual situations or questions that arise each year. CDE will review and approve any changes to the scoring decision guide, scoring rubrics, and/or the scoring rules contained in it before they are utilized in the scoring of operational assessments. The Offeror shall describe how it proposes to do this.

The scoring decision guide developed and used for scoring of released items shall be made available to classroom teachers each September for teacher use in “scoring” the work of their students.

A.7.3. Scanning of Assessment Documents and Scoring of Selected Responses.

- A.7.3.a. Scanning of Student Responses. The Offeror shall describe its plan for ensuring that all of the scanning involved with Colorado student responses will be accurate and defensible. The Successful Offeror shall use industry recognized technology to capture individual student answers, score the responses, and report the results with accuracy. The Offeror shall describe the type of technology it proposes to use during this process as well as the on-going quality assurance checks that it proposes to perform to assure accurate imaging and optimal mark recognition (OMR) scanning of documents.
- A.7.3.b. Scoring of Selected Response Items. The Offeror shall describe how it will assure that items are correctly coded with keys matching the intended correct answers. These keys may be applied whether the test is administered via paper-pencil or online.
- A.7.3.c. Imaging of Short Constructed Response, Extended Constructed Response and Performance Event Items. The Successful Offeror shall appropriately handle and score student responses received from paper and pencil test administration. The Offeror shall describe its process for electronically imaging short constructed response, extended constructed response, and writing responses as well as its disaster recovery plan for backup and recovery of images and data.
- A.7.3.d. Resolution of Student, School and District Data During Scoring. The Successful Offeror shall collaborate with CDE to resolve discrepancies among student, school and district data. Colorado has a unique student identifier system in place that will be used for resolution of student data. The Offeror shall address the following issues regarding documents and data:
- Describe the capacity and process of ensuring accurate data files. Include a description of quality control measures and documentation.
 - Describe the procedures the Offeror will use to ensure that data will be kept confidential and secure.
 - The Successful Offeror shall provide data to CDE, other contractors and agents working for CDE so that others can perform the necessary quality control analyses, and associated documentation before score reports are released on a schedule to meet CDE contractual deadlines.

A.7.4. Scoring Center Procedures and Scoring Processes.

- A.7.4.a. Scoring Center. If a physical scoring center is used, all costs associated with the Scoring Center will be the responsibility of the Successful Offeror. These include rental of the facility, rental of any equipment needed for the facility, compensation for the raters, and so forth. If distributed scoring is to be used, the Offeror should indicate who will do the scoring (e.g. Colorado or out-of-state scorers), how the confidentiality of student responses will be

protected, and how scorers will be trained, certified, and monitored remotely. The Offeror shall specify the proportion of scoring that will occur at a physical scoring center as well as the proportion of scoring that will occur through distributed scoring procedures. CDE shall be allowed to observe and monitor scoring without restriction.

- A.7.4.b. Scoring Staff. Only those individuals who meet the qualifications established by CDE may serve as scorers, table leaders, and scoring supervisors for Colorado's assessments. The Successful Offeror shall provide in writing the credentials and qualifications of the individuals it proposes to use as raters, table leaders and scoring supervisors, for CDE's approval. CDE will approve the individuals who will serve as scoring supervisors. All scoring staff must pass a criminal background check to be paid for by the Successful Offeror.

The Offeror shall provide its pay rate for the scoring personnel.

- A.7.4.c. Scoring Confidentiality and Security Procedures. The Offeror shall provide the confidentiality agreement used with its scoring staff. CDE reserves the right to modify the agreements as needed to stipulate that the person signing the agreement shall not provide Colorado assessment information or materials to any individual or entity for any purpose, including but not limited to use as test preparation materials whether for profit or not. The Offeror shall confirm its agreement with this.

Security procedures employed at scoring centers or for distributed scoring must be described.

- A.7.4.d. Scorer Training. The Successful Offeror shall develop scorer training for scorers each year. Training materials and procedures shall be developed by the Offeror and be approved in advance by CDE. The Offeror shall indicate how it proposes to do this. The Offeror must also describe the involvement of the content specialists involved in the item writing in the scoring process.

- A.7.5. Human Scoring. The Offeror shall identify the number of staff required to meet its proposed timeline.

Scorers shall only review student work for the items on which they have been trained. The Offeror shall indicate their understanding of this requirement.

- A.7.6. Artificial Intelligence Scoring. To expedite the return of results to districts, CDE would like to explore options for automated scoring using artificial intelligence (AI) for short constructed response, extended constructed response and performance event items. The Offeror shall describe its current capacity to score with AI the different item types and content areas represented in the Colorado summative assessments. The Offeror shall describe how its AI engine functions, including how it is trained in relationship to content. The description shall illustrate the Offeror's experience with using AI scoring for each of the proposed item types, as well as limitations to the use of the Offeror's artificial intelligence scoring engine for each of these item types. The Offeror shall provide its projected plans, if any exist, for improving its AI scoring capacity, including a description of why the company believes that this is a realistic goal. This description shall include specific time frames and must be considered within the context of the projected online implementation schedule of each content area in the summative assessment component.

A.7.7. Additional Scoring Considerations.

A.7.7.a. Reliability and Validity of Scoring Procedures. The Offeror shall describe its proposed procedures for assuring that the assessments will be scored in a reliable and valid manner. This includes proper incorporation and utilization of the following components in human scoring procedures:

- Rater read-behind rates describe at the beginning of this component responsibility
- Raters' papers monitored by table leaders and scoring supervisors
- Scoring of expert pre-scored samples
- Additional strategies suggested by the Offeror to monitor and enhance rater reliability and validity

CDE expects the Successful Offeror to meet the following minimum inter-rater agreement requirements for scoring:

- 3-point items: 90% exact agreement and 95% exact or adjacent agreement.
- 4-point items: 78% exact agreement and 95% exact or adjacent agreement.
- 6-point items: 65% exact agreement and 95% exact or adjacent agreement.

The Offeror shall also describe its procedures for ensuring the reliable and valid scoring through artificial intelligence. Reliable and valid scoring for subgroups must also be discussed.

A.7.7.b. Procedure for Unusual Responses. The Offeror shall describe its procedures for dealing with unusual student responses such as those that indicate abuse or potential for student self-harm that may need to be brought to the attention of local educators. It is essential that unusual responses such as these be sent electronically in a secure manner to CDE as soon as they are discovered (within 24 hours of discovery), along with student and district identification information, so that CDE can provide them to the DAC for district investigation.

A.7.7.c. Rescoring. Upon request from CDE, the Successful Offeror shall re-score open-response items. Local school districts may also request that student responses be re-scored. If the rescoring shows no change, then the local district will pay the reasonable cost of rescoring. If rescored student work results in a change in a student's score, the Successful Offeror shall pay the cost. Before work begins, the district will need to provide the Successful Offeror with a purchase order for the work. CDE will not be responsible for the fees associated with rescoring of students' responses.

The Offeror shall indicate the procedures local districts will use to request rescoring, as well as what districts will be charged to rescore student work samples. The Successful Offeror shall notify CDE about the number of requests for rescoring, as well as any student scores that have been changed.

For informational purposes, each Offeror is asked to provide its proposed rates within its cost proposal.

A.8. Reporting of Data Files and Assessment Results

A.8.1. Work Plan. The Offeror shall describe in detail its plan for the reporting of data files and results of the assessments. This plan must describe each step in the reporting of data files and assessment results process and must be reflective of the schedule presented under A.3.1 for all reporting of data files and assessment result activities from start to finish for each assessment year.

A.8.2. Data. All raw student data must be provided to CDE by the Successful Offeror.

A.8.2.a. Data Files. The deadline for posting the initial individual student level file for the districts is the first Friday in June. The exact content, naming conventions, definitions of data elements, and file type shall be clearly documented and agreed upon by the Successful Offeror and CDE at least three (3) months prior to test administration.

The deadline for providing Colorado assessment results to the state for its use in preparing school and district accountability reports is no later than June 30 of each school year. The Offeror shall confirm its agreement to fulfill this requirement.

The Successful Offeror shall provide full state data files to CDE. The Successful Offeror will maintain the proper identification of each student and the accurate matching of the student to the test results using the identification number for each student. The data file shall contain all information gathered on each student during the test administration and scoring period including but not limited to:

- School and district name and identification number assigned by CDE designating where the student was tested;
- Responses to individual items; and
- All raw and derived data

The state data file shall be transmitted to CDE. The exact content, naming conventions, definitions of data elements, and file type shall be clearly documented and agreed upon by the Successful Offeror and CDE at least three (3) months prior to test administration.

At a minimum, the state file must include all elements that have been used in reporting. A PDF of the state file must also be provided to CDE.

A.8.2.b. Data Documentation. The Successful Offeror is expected to develop data specification/file layouts, definitions, and formats in collaboration with CDE technical staff to document all data provided to CDE. The Offeror shall confirm its agreement to fulfill this requirement.

A.8.2.c. Data Ownership. CDE shall own the raw and final data generated through the contract awarded from this solicitation. The Offeror is not allowed to utilize data generated through the Colorado summative assessments for its own purposes. Any usage of the data generated through activities related to this RFP may not be used for purposes outside of this RFP without prior written approval from the data owners. CDE may choose to report the data

in additional reporting layouts. Additionally, electronic images of the state level summary report by grade shall be delivered to CDE. These images shall be in a format mutually agreed upon by the Successful Offeror and CDE. The Offeror shall confirm its agreement with this requirement.

- A.8.2.d. Student Biographical Data Review (SBD). After testing, districts are provided with the opportunity to review the demographic data generated from the scan file. Student Biographical Data (SBD) review allows school districts the opportunity to verify the accuracy of the demographic data submitted for each student assessed in Colorado. The review process occurs after all testing has been completed and testing materials have been returned to the test vendor, and before all assessments are scored and final results are made available. SBD is not a mandatory process and districts decide whether or not to participate. The Successful Offeror supplies the demographic data file to CDE to post for secure online file exchange via the CDE Automated Data Exchange system and CDE returns the updated demographic data to the Successful Offeror.

A.8.3. Reporting.

- A.8.3.a. Quality Control. The Successful Offeror shall ensure that all data operations are subject to multiple checks for accuracy before data, files and reports are released. The Offeror shall include in its proposal a full and complete description of its quality control procedures used in the reporting process, for CDE review. The procedure shall include hand calculations of a sample of student reports, and aggregation of student results from the school level to the district level. This should first take place with a test deck of mock student data when the scoring and reporting system is first finalized, and then be repeated when the first live student data is received. The goal is to demonstrate that the scoring and reporting system is error-free. The Offeror shall indicate in detail how it proposes to do this.

The Successful Offeror shall develop and implement quality control procedures for checking the accuracy of all test information, all student scores and identification, and all summary data. The standard for the error rate of data reports provided by the Successful Offeror is zero (0.0).

The Successful Offeror must plan and prepare quality assurance (QA) schedules that will allow work to flow in a timely, effective manner while maintaining high quality deliverables. CDE must review and approve the QA schedules annually. The Offeror shall indicate how it proposes to do this.

The Successful Offeror shall create detail logs that trace the application of QA procedures to the state score reports after each administration. The Successful Offeror is responsible for maintaining quality products and services in all aspects of the assessment program component from initial development of training materials to the production of electronic data files and score reports. The Offeror shall indicate how it proposes to do this.

- A.8.3.b. Formatting of Reports. Assessment results are to be reported in a “user friendly” format. CDE is especially interested in reporting approaches that provide actionable information for students, parents, and classroom teachers. The reporting system must be designed to complement instruction and to facilitate the use of assessment results to improve student

achievement. Reports must reflect areas of strength as well as areas that need to be targeted for instruction.

CDE expects the Successful Offeror to utilize feedback from students, parents, administrators and teachers on report shells and content when designing and creating the reporting system. Report shells and reports for accommodated forms of this assessment component, such as Spanish reading and writing, will also need to be generated. The Offeror shall describe in detail how it proposes to fulfill this requirement.

The design and layout of reports will be initiated in a timely manner so that CDE has sufficient time to review the reports and to provide feedback to the Successful Offeror. This timeline shall be incorporated into the detailed schedule that will be included in each proposal.

- A.8.3.c. Individual Student Reports. Score reports shall fulfill the Federal reporting requirements of the Elementary and Secondary Education Act. Specifically, the reporting system shall meet the expectations outlined in current Peer Review requirements. The Offeror shall indicate how it proposes to fulfill this requirement.

At a minimum, individual score reports shall summarize the student's performance in all content areas on which the student was assessed. This report shall include an overall transformed scale score, performance level, performance level descriptor, and sub-scores for each content area tested. Two (2) paper copies (one for the school's student permanent folder and one for the parent) and an electronic version of individual student score reports shall be prepared that summarize the student's performance. The reports must include an indication of measurement error, such as error band graphics; relevant comparative information such as a bar chart displaying student scale score, school scale score mean, and district scale score mean, and explanatory narrative on all reports where appropriate. Proposals should include sample score reports.

These reports must be provided in Spanish for the Spanish Reading and Writing assessments. In addition, translated report shells with explanations will have to be created for all of the English assessments.

Additionally, Colorado is interested in providing reporting measures that contain actionable information, such that teachers and parents can use results to connect students with targeted instructional and leisure-time materials that meet and challenge the student's abilities, interests and learning objectives. Should the Offeror propose to utilize the scores of a Subcontractor that can help identify appropriate reading materials, those costs must be listed as an option.

The Offeror should describe additional types of information that may be added to reports as the program matures (ex., provide predictive scores related to meeting other college readiness benchmarks.)

The Offeror shall describe how it proposes to fulfill this requirement and shall provide a graphic to illustrate what the proposed reports would look like.

- A.8.3.d. State/District/School Reports. Summary reports shall be prepared at the state, district, and school levels. The same data reported on the individual

student report must be aggregated for state/district/school reports. Additionally, state/district/school reports must provide disaggregated data by student population and trend data. Electronic reports must be generated that summarize the performance of the state/district/school on all components of the assessment taken and on any sub-domain or instructional objective sub-score. Exact content and format for each of the reports and files listed below will be further refined during the project. The Successful Offeror will be responsible for the following:

- State PDF reports of summary and disaggregated data by grade and content area
- State file of data used to populate the district summary and disaggregated reports by grade and content area
- State file of data used to populate the school summary and disaggregated reports by grade and content area
- District PDF reports of summary and disaggregated data by grade and content area
- District file of data used to populate the district summary and disaggregated reports by grade and content area
- District PDF reports of school level summary and disaggregated data
- District file of data used to populate the school level summary and disaggregated reports
- District file including PDFs of all individual student level reports
- School PDF reports of summary and disaggregated data by grade and content area
- School file of data used to populate the school summary and disaggregated reports by grade and content area
- School file including PDFs of all individual student level reports
- School file of all individual student level data

A.8.3.e. Report Approval. After CDE has approved the report formats and the type of information that will be included on the reports, the Successful Offeror shall prepare accurate printed examples of the reports using mock data. The Successful Offeror will submit the report mockups to CDE for approval before proceeding with creation of the final score reports.

Following each test administration, the Successful Offeror will print score reports for a small number of selected school districts and submit these reports to CDE for approval before any other reports are produced. The first school districts processed will be mutually agreed upon by the Successful Offeror and CDE and will be considered a trial run of the reporting process. This report printing/approval process by CDE will be designed to be completed within a period of two to three days. The Offeror shall indicate how it proposes to do this.

Prior to the distribution of reports, the Successful Offeror shall provide computer readable student level data files to CDE. Prior to the first transfer, the Successful Offeror and CDE will mutually agree upon the exact format of the data files. However, the Successful Offeror shall plan for the first transfer to be a direct electronic transfer to an agreed-upon secure server via FTP to be followed with an acceptable computer readable media (DVD preferred). The computer readable data file will include an indicator that specifies whether the student's biographical information was obtained from a pre-ID. The Offeror shall indicate how it proposes to do this.

A.8.3.f. Reporting Dates. With standard setting occurring in the first year of administration, CDE acknowledges that the initial reporting date may need to be later than preferred. It is the expectation that as the program leverages the advantages of online administration and artificial intelligence scoring across the years that reporting of all data will be moved closer to the time of actual testing. When this occurs, Colorado prefers that results be returned no later than the first Friday in June. The Offeror is asked to present test windows and reporting dates for each type of reporting (ex. individual student reports electronically, school and district electronic reporting, as well as options of reporting some scores shortly after testing).

A.8.3.g. Report Dissemination. The Successful Offeror shall maintain security of all individual test results. Individual test information shall be made available only to CDE, authorized school district personnel, and other entities identified and authorized by CDE. The Offeror shall indicate how it proposes to do this.

After approval of the test run of a limited number of selected and agreed-upon districts, the Successful Offeror shall provide all of the score reports and files to school districts as early as possible. The two copies of the Student Score Report must be provided in a paper copy so that one copy can be distributed to parents and the other retained in the student's permanent folder. Other reports are to be provided in electronic format to districts and schools, such as via a secure web site or by a CD delivered to districts by a secure carrier. Paper copies of individual student reports shipped to school districts shall be packaged to allow districts to easily separate the reports and to distribute them to individual schools. CDE will provide a list of names, emails, and mailing addresses for each district's assessment coordinator.

A.8.3.h. Reporting Errors. The Successful Offeror shall immediately notify CDE when an error in reporting has been discovered. The Successful Offeror and CDE will develop a plan for correcting the error. The plan will include a description of how timely and forthright information will be communicated to all affected stakeholders. The Offeror shall indicate how it proposes to do this.

A.8.3.i. Reprinting. In the event that a district needs to have score reports reprinted for any reason, the DAC may contact the Successful Offeror to request the necessary reports. The Successful Offeror will charge the district a set-up fee and a per-report fee for the specific reports requested. Before work begins, the district will need to provide a purchase order for the job to the Successful Offeror. CDE will not be responsible for the fees associated with the reprinting of score reports. For informational purposes, each Offeror is asked to provide its proposed rates within its cost proposal.

A.8.3.j. Assessment Interpretive Guide. Annually, the Successful Offeror shall develop an Interpretive Guide to assist parents and teachers in interpreting assessment results. The Offeror shall describe in detail the contents of the Guide, as well as its proposed process for creating and proofing it. This Guide shall be downloadable from CDE's website. The Successful Offeror shall annually submit this Guide to CDE for approval prior to posting. The Interpretive Guide must be available online prior to the release of reports. For cost estimation purposes, the Offeror should assume that the Interpretive Guide will be 40 pages in length. CDE will consider the

Offeror's suggestions for alternative formats or distribution strategies for this guide.

The Interpretive Guide shall be formatted in such a way that pertinent information can easily be copied at the school building for distribution to teachers or parents. The format shall have information that is specifically targeted to parents. This information shall start and end with page breaks so that a parent does not get a partial page with information before or after the page break that is out of context. Parent information pages and the teacher information pages should each "stand alone."

The URL for the Interpretive Guide shall appear on all reports.

A.9. Psychometric, Research, and Technical Activities

- A.9.1. Work Plan. The Offeror shall describe in detail its plan for the psychometric, research, and technical activities of the tests. This plan must describe each step in the psychometric, research, and technical activities, and must be reflective of the schedule presented under A.3.1 for all psychometric, research, and technical activities from start to finish for each assessment year.
- A.9.2. Piloting and Field Testing.
 - A.9.2.a. Piloting/Cognitive Labs for New Item Types - Sampling Design. The Offeror shall include a detailed description of its sampling plan for pilot tests/cognitive labs for new item types. The plan shall include a description of the proposed participant selection and recruitment methodology. The plan shall also include the Offeror's strategy for ensuring that students from all relevant sectors of Colorado's diverse student population participate in this stage of item development. Where possible, students from the target grade level from various racial groups, genders, socio economic statuses, and disabilities should have the opportunity to interact with new item-types to ensure that they are functioning appropriately for students in the target population. The Offeror shall also indicate how many students will be needed to adequately and accurately test item types at this stage of development. Any relevant empirical evidence that supports the Offeror's proposed sample size should be included.
 - A.9.2.b. Psychometric Analysis of Piloting/Cognitive Labs for New Item Types. Analysis of the qualitative data obtained from cognitive labs will be used to uncover patterns that emerge with problematic new item types. For example, problematic new item types may have over complicated instructions, may be subject to misinterpretations, or may have bias or sensitivity issues. Cognitive labs should also help to ensure that technology-enhanced items are measuring the student's content knowledge rather than the student's ability to interact with the technology platform. The Offeror shall describe how verbal reports and other behavioral data from cognitive labs will be combined to understand participant mental processes. The Offeror shall include its methodology for capturing student feedback, its rationale for why this methodology is appropriate, and a detailed explanation of how the qualitative data generated from pilot testing of new item types/cognitive labs will be analyzed to inform later stages of item development and psychometric analyses.

A.9.2.c. Field Test - Sampling Design. The Offeror shall provide a description of its sampling plan for the field test stage of item development. The plan shall include a description of the proposed participant selection and recruitment methodology. The plan shall also include the Offeror's strategy for ensuring that students from all relevant sectors of Colorado's diverse population are represented at this stage of the development process. The inclusion of online schools as well as students with disabilities and English learners should be discussed. The Offeror shall indicate how many students will be needed to adequately and accurately generate all relevant testing information, including item statistics to determine item quality and supplying enough responses for the Validation Meeting for creating the operational scoring training materials. Any relevant empirical evidence that supports the Offeror's proposed sample size shall be included.

A.9.2.d. Psychometric Analysis of Field Test to Support Operational Assessment. Examination of response data from the field test stage will inform which IRT model is most appropriate for use on this Colorado assessment component. The Successful Offeror shall conduct a study to investigate which model best fits the needs of Colorado, and final model selection will be based on collaboration between CDE, the TAC, and the Successful Offeror.

Item data from the field test must include the appropriate IRT item and task parameters, distractor and bias sensitivity analysis, and fit and DIF statistics based on the selected IRT model. The Offeror shall describe its plan for providing each of these item data components and the method to be used for calculations. The Offeror shall also describe its approach to item calibration, including its approach to parameter estimation and any proprietary or third party software to be employed.

Examination of performance task data from the field test shall include rater reliability information, percentages of students in categories, materials used during review and any other relevant information.

The Successful Offeror must provide CDE with all appropriate test statistics and information including test information functions, differential test function information, and validity and reliability measures from the field test. The Offeror shall describe its method for establishing inter-rater agreement among its scorers, including how it will calculate inter-rater agreement statistics by grade and content area each year. Inter-rater agreement shall be examined separately for each dimension in each scoring rubric, as this may inform subsequent test development, training, or professional development priorities. A description of the method to be used for standard errors of measurement calculation shall also be included.

The Successful Offeror shall produce a report of recommendations for changes to the operational assessment based on field test results. The report shall include item development process revision recommendations, administration materials and process revision recommendations and an analysis of anchor pools available for operational testing.

A.9.3. Operational Analysis. Item data from the operational assessment must include appropriate IRT item and task parameters, distractor and bias sensitivity analysis, and fit and DIF statistics based on the selected IRT model. The Offeror shall describe its plan for providing each of these item data components and the method to be used for calculations. The Offeror shall also describe its approach to item calibration, including

its approach to parameter estimation and any proprietary or third party software to be employed by the Offeror.

Examination of performance task data from the operational assessment must include rater reliability information, percentages of students in categories, materials used during review and any other relevant information.

The Successful Offeror must provide CDE with all appropriate test statistics and information including test information functions, differential test function information, and validity and reliability measures. The Offeror shall describe its method for establishing inter-rater agreement among its scorers, including how it will calculate inter-rater agreement statistics by grade and content area each year. Inter-rater agreement shall be examined separately for each dimension in each scoring rubric, as this may inform subsequent test development, training, or professional development priorities. A description of the method to be used for standard errors of measurement calculation shall also be included.

The Successful Offeror shall produce a report of recommendations for changes to the future Colorado assessments based on operational assessment results. The report shall include item development process revision recommendations, administration materials and process revision recommendations, and an analysis of anchor pools available for future operational testing.

A.9.4. Scaling and Standard Setting.

A.9.4.a. Vertical Scale Design. CDE currently constructs vertical scales across grades for Mathematics, Reading and Writing assessments. CDE would like advice on incorporating constructed response and technology-enhanced items into scale computation in the future should the state continue to use vertical scales. The Successful Offeror shall make evidence-based recommendations about whether or not Colorado should continue to use vertical scaling in its assessments. It shall also propose a method of vertical scaling to be approved by the TAC, including a detailed plan for how vertical scales can be computed using all of the aforementioned item types.

Should Colorado move forward with a vertical scale design, the Successful Offeror will need to identify scaling problems as early as possible so that they can be resolved in time for operational testing. Preliminary linking and analysis must be done as early as possible to identify any lack of continuity between grades or possible differences in construct that prevent solid scale construction. The scaling design needs to address how cross-grade scaling can be carried out so that all students have had an opportunity to learn the material in linking blocks.

A.9.4.b. Scaling. The Successful Offeror shall work with CDE to implement a scaling procedure that will result in scale scores. The Successful Offeror will need to establish model fit and individual score reliability for the selected scaling procedure. The Offeror shall identify advantages and potential disadvantages of its proposed scaling procedure within its description.

Offerors shall indicate which statistics will be used to establish model fit, student-level score reliability, and the success of various item type score combination methods in maintaining the desired score results across years.

- A.9.4.c. Standard Setting (Educator Meeting). The standard setting process shall use empirical data to establish patterns of performance that correspond to achievement levels. Criteria for standard setting shall include student information from all of the assessment's item types. The Offeror shall provide a description of its standard setting method(s), which shall include a detailed explanation of the proposed statistical methods and how they will be used to set standards. Procedures must be approved by CDE's Technical Advisory Committee.

Although CDE is interested in utilizing standard setting methods that are heavily dependent upon data, standard setting panels of k-12 educators, higher education educators, as well as representatives from the business community as appropriate, must be included in the process. The Offeror should plan on 8-10 member, content specific panels which span 2-3 grade levels. The Successful Offeror shall be responsible for all costs associated with convening these panels for two-three day meetings. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 23-24, including Tables 12 and 13.

Colorado is interested in identifying the degree to which students are on track to being college and career ready at each grade level. Therefore, CDE is interested in standard-setting approaches that connect achievement levels to post-secondary and workforce readiness indicators. The Offeror's plan to ensure continuity between grade levels must be described.

The Offeror shall recommend methods of validating cut scores across time, including approaches to revising as evidence indicates. In addition, the Offeror shall suggest how to approach communication with the field regarding potentially changing cut scores.

- A.9.5. Linking and Equating. Although CDE would like to look into the possibilities of pre-equating in order to reduce reporting time, initially the state desires to post-equate its assessments. Colorado currently equates at the whole test level, although reporting occurs below this level. The Offeror shall describe its proposed equating process, including any equating proposed at the sub-score level.

While CDE will begin a new trend line with these assessments, a means of linking current scores to scores on the new assessments must be addressed. In addition, the Offeror shall describe its procedure for maintaining trend lines over time for the new assessments.

Offerors shall describe the linking and equating procedures to be used in support of the vertical scales in each content area. The description shall include the Offeror's approach to linking across adjacent grades, a description of the proposed equating method, and the linking design.

- A.9.6. Plans for Establishing Technical Adequacy.

- A.9.6.a. Peer Review Requirements. The Offeror shall provide its plan for conducting the studies necessary to meet all requirements of the U.S. Department of Education's (ED's) *Standards and Assessment Peer Review Guidance*, especially Section 4, Technical Quality (or more current Peer Review/ESEA requirements). The Offeror must describe its plan for providing the best and most cost effective studies for meeting this requirement. Included in these studies, the Offeror shall describe in detail how it will conduct studies to verify and support the validity of

interpretations drawn from test scores. The Offeror shall also propose its strategy for developing studies that investigate the intended and unintended consequences of this Colorado assessment component. The Offeror shall indicate how the studies will support CDE's response to each element of the Peer Review Guidance.

- A.9.6.b. Alignment Studies. The Successful Offeror shall set aside resources for independently conducted alignment studies of the assessments to the Colorado Academic Standards and to its performance standards. For purposes of this contract, Offerors must specifically identify in the separately packaged cost proposal and set aside a minimum of \$75,000 for conducting these studies. The Successful Offeror will be responsible for the contractual and payment arrangements with the CDE approved independent entity.
- A.9.6.c. Establishing Comparability. The Offeror must provide its plan for establishing comparability between accommodated and non-accommodated test forms and administrations, including the Spanish reading and writing assessments at grades 3 and 4.

The Offeror must present its plan for establishing comparability between paper-based and computer-based assessments. The Offeror shall provide any relevant empirical evidence that supports its ability to accomplish this goal. Comparability will need to be established within year between the online and accommodated paper-based form. In addition, this comparability will need to be established as the transition from paper-based to computer-based occurs across years. As Colorado transitions from paper/pencil tests to computer-based assessments that include technology-enhanced items, comparability between versions will need to be addressed.

Colorado is also interested in how the performance of its students on its tests compares to how they might perform on other assessments given at the state, national and international levels. Establishing some time type of linkage between the Colorado assessments and the PARCC and SMARTER Balanced assessments is a high priority. Because there are several ways for the State to make comparisons of its students on the CDE assessments with how they might perform on other ones, the state is interested in the Offeror's suggestions on how it might be able to make valid comparisons at the least cost and with least additional testing. The Offeror shall provide its plan for demonstrating comparability of performance on the CDE assessments and the various cross-state, national, and/or international assessments.

- A.9.6.d. Technical Advisory Committee. The Successful Offeror shall work with CDE to plan and participate in Technical Advisory Committee (TAC) meetings. The Successful Offeror is expected to provide clearly stated questions and supporting background materials in a timely fashion for review by CDE and the TAC prior to TAC meetings. All psychometric processes, including test design, scaling, equating, standard setting and validation procedures must go before the TAC for review and must receive CDE approval. The Successful Offeror shall be responsible for taking minutes and distributing meeting summaries to CDE and TAC members within two business days.

The TAC meeting costs are reconcilable costs, such that CDE is not responsible for paying the Successful Offeror for a meeting that does not

occur. For costing purposes, the Offeror should assume that three, two-day TAC meetings will be conducted each year in Denver, Colorado.

The Successful Offeror shall be responsible for securing a location and providing continental breakfast and lunch for all attendees.

A minimum of two individuals from the Successful Offeror shall attend each meeting in person. Additional representative from the Successful Offeror shall be available as needed upon request from CDE. With prior approval from CDE, the Successful Offeror may opt for these additional personnel to participate via teleconference or via another distance communication technology. The Offeror shall describe its plan for facilitating and participating in TAC meetings.

The Offeror should assume 8 CDE participants.

This component of the assessment system will fund four (4) members in total, (2) from Colorado and (2) from out of state. TAC members shall be given a \$1,500 honorarium per day. They shall also be reimbursed for meals, mileage or airfare, rental car or cab fees, and lodging. Offerors should refer to Table 22 when estimating TAC member expenses.

Table 22
TAC Member Expenditures

Expenditure	Description
Honorarium	Each TAC member shall be given a \$1,500 honorarium per day.
Meal Expenses	The per diem rate will be set at the current state (CO) rate at the time of the event. It is only granted to participants who come from out of the local area and who will remain over night in a hotel provided by the Successful Offeror. See below for more information.
Mileage	Mileage rates will be set at the current state (CO) rate at the time of the event. See below for more information.
Lodging	Lodging shall only be provided for participants who travel more than 35 miles in one direction to attend the event. Government rates should be applied. See below for more information
Airfare/Rental Cars/Cab Fares	Airfare, rental cars or cab fare shall be provided for participants who travel more than 200 miles round-trip to attend the event.

NOTE: For current Colorado rates, see:

<http://www.colorado.gov/cs/Satellite/DPA-DCS/PA/1201542229293>

A.9.6.e.

Technical Report. The Offeror shall propose how it will develop and deliver a Technical Report or a Technical Report Supplement (with the year's current statistical information in it) annually that provides details of the test development and administration processes, validity and reliability of the

assessments, standard-setting information, and all other information for each assessment component necessary to support CDE's compliance with the U.S. Department of Education's *Standards and Assessment Peer Review Guidance* (or similar document developed in the future).

The Technical Report shall include all relevant psychometric information for each test, including but not limited to, the following: purpose, test blueprint, alignment of the test to the relevant CDE content standards, test development procedures, reliability data, validity data, accommodations and testing of students with special needs, security, administration procedures and issues that arose during administration, scoring, psychometric analyses (such as item analyses, DIF analyses, distractor analyses, and fit statistics), IRT calibrations, equating and scaling, standard setting, opportunity to learn data, reporting procedures and formats, special studies, and appropriate use and interpretation of test data. A sample technical report table of contents is shown in Appendix C.

The report is to be completed by August 15th following the end of the operational program. Appendices must include related materials such as administrative regulations, state standards, work samples, frequency/percentile distributions, summary tables providing data from technical analyses, state and district performance summaries by racial-ethnic group, and other pertinent information. The previous Technical Report developed for CDE is available online at:
<http://www.cde.state.co.us/cdeassess/publications.html>.

- A.9.7. Irregularity and Data Forensic Analysis. The Offeror shall indicate the steps that it will take to assure that the assessment data collected represent the independent work of the students assessed. Solutions using data forensic statistical analyses to evaluate whether some of the test results were not earned fairly should be offered. CDE is specifically interested in determining whether there is evidence of collusion among test takers, if there are results indicative of prior exposure to test questions, if students are responding consistently across the test materials, whether erasures to answer choices follow the expected pattern for students working independently and with no coaching or outside influence, and if changes in performance from test event to test event are consistent with what might be expected given a conscientious effort to help students learn. These steps shall include erasure analyses examining the number of erasures on average for each of the grade levels and content areas, pattern analyses of wrong to right answer changes, examination of school performance to detect unusual score gains or losses including follow up procedures to investigate such score changes, and other means for detecting results which are aberrant and may indicate that standardized test administration and security procedures were not followed. CDE anticipates that the Successful Offeror will use multiple methods to analyze results. The Offeror shall submit samples of data forensics reports illustrating how the results can be used by CDE. The data forensics analysis solution may include those used by other State Departments of Education for analyzing test results. The RFP response must include detailed specifications of the statistical analyses used to provide the data forensics analyses. **Should the Offeror propose to utilize the services of a Subcontractor for some of the analyses, those costs must be listed as an option.**

A.10. Training and Support

- A.10.1. Work Plan. Training and support for the Colorado assessments shall be provided by the Successful Offeror to Colorado educators as needed for this assessment component. The

Offeror must include in its proposal a detailed plan of action and timeline that describe how and when each of the training and support tasks will be accomplished.

The Successful Offeror shall preview each training session and webinar for CDE staff. The Offeror shall describe its plan to create the materials for each training session and webinar with sufficient time so that CDE has at least two weeks to preview the materials to be used and so that any necessary changes can be incorporated into the training materials before use. Training content and materials must be approved by CDE before use.

The Successful Offeror shall provide face-to-face and online webinar training to DACs and District Technology Directors for the assessment. Table 23 indicates the training provision requirement for Year 1 of the assessment. After Year 2, CDE will determine if the amount of training required may be reduced in subsequent years. At a minimum, years subsequent to Year 2 will have one live webinar for each of the three types of training.

Table 23
Trainings

Type of Training	Number of Face-to-Face Sessions	Number of Participants Expected at Each Session	Number of Live Recorded Webinars	Number of Participants in Live Webinar
Technology Director Training	One for each of four training regions (total of 4)	25-100	1	Up to 50
Assessment Administration Training	One for each of four training regions (total of 4)	25-100	1	Up to 50
Understanding the Assessment Results	One for each of four training regions (total of 4)	25-100	1	Up to 50

The number of participants at each training session is expected to vary. A training session held in the Denver Metro region is likely to attract about 100 participants. Training sessions in the Western Slope region are likely to attract about 50 participants while sessions in the Northeastern and Southeastern regions are likely to attract about 25 participants. The number of webinar participants will vary depending on the number of personnel unable to attend Face-to-Face sessions or who wish to attend both Face-to-Face and webinar sessions.

A.10.2. Face-to-Face Training.

A.10.2.a. Technology Director Training. These sessions shall provide district IT personnel with training on the operation and features of the online assessment system. It must include training on the physical and electronic security of assessments, system requirements for implementing the online assessment and troubleshooting of technology issues at the school or district site. Training must include a visual as well as oral presentation and may include other types of interactive technology. The Successful Offeror shall be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans with Disabilities Act. Training sessions shall be recorded and archived as a potential future training or reference resource.

- A.10.2.b. Assessment Administration Training. These sessions provide DACs with information concerning the ordering and returning of assessment materials, administration of assessments, and security of online and paper and pencil assessments. Training must include a visual as well as oral presentation and may include other types of interactive technology. The Successful Offeror shall be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans with Disabilities Act. Training sessions shall be recorded and archived as a potential future training or reference resource.
- A.10.2.c. Understanding the Assessment Results Training. These sessions provide DACs with tools to evaluate and analyze assessment results in order to provide meaningful recommendations to their districts about curriculum and other policies. Training must include a visual as well as oral presentation and may include other types of interactive technology. The Successful Offeror shall be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans with Disabilities Act. Training sessions shall be recorded and archived as a potential future training or reference resource.
- A.10.3. Webinars. Webinars shall be conducted once for each of the types of training. They are intended as an additional resource for district personnel who may not be able to attend a face-to-face session or to share important assessment information with their colleagues. The webinars may be based off of recordings of the face-to-face training sessions or created as unique training sessions. The webinars must include opportunities for participants to ask questions and interact with presenters either via text chat or voice. After the initial webinar presentation, webinars will be posted online at the Office of Student Assessment website.
- A.10.4. Online Training Support. The Successful Offeror shall create training materials and provide customer support specific to online assessment.
- The training materials must at least include a user manual with an easy to understand set of directions, including screenshots, for operating the online assessment software. Offerors may also include other beneficial training materials in their response such as e-learning modules and online tutorials for users.

A.11. Customer Service

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

- A.11.1. District Assessment Coordinator Routine Communications/Notifications. The Successful Offeror will be responsible for writing routine communications/notifications to the DACs. CDE has a system in place for sending those routine communications to the field via a listserv.
- A.11.2. Telephone and E-mail Support. A dedicated toll-free customer service number and trained customer service representatives shall be provided by the Successful Offeror for this project. Customer service personnel must be able to clearly articulate spoken English. The customer service center must be located within the 48 contiguous states. The lead customer service representative must be named in the proposal and CDE shall have the right to approve the named person.

DACs will use the toll-free customer service number to resolve questions regarding all aspects of these Colorado assessments, including but not limited to, questions about training, materials, delivery and pickup dates, inventory procedures, packaging materials for return, and reporting issues. The lead supervisor and other Successful Offeror trained staff shall be available to answer Colorado calls from 8:00 a.m. to 5:00 p.m. Mountain Time each day, excluding federal and Colorado state holidays.

When customer service staff is not available to take a call, a voicemail service system must be available to record the caller's message. Messages must be returned in a timely manner, generally within one hour or less but always within one business day. The Offeror shall describe its proposed procedures for providing telephone support to Colorado.

The Successful Offeror shall provide e-mail support from its customer service center. DACs may submit their questions via e-mail to the Program Coordinator and must receive a response to their e-mail within 24 hours.

- A.11.3. Issue Resolution System. Customer service staff shall have a system to ensure that issues raised by DACs have been satisfactorily resolved. For example, if a DAC has requested additional assessment materials, the system shall ensure that 1) the DAC is given instructions on how to order the materials online and that 2) the customer service representative will verify that the order has been placed and fulfilled. The Successful Offeror shall notify CDE of any communication with the field regarding urgent or sensitive issues.
- A.11.4. Records of Interaction with Customers. An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained by the Successful Offeror. The Offeror shall include a description of how calls and emails will be logged, including the caller/e-mailer name, district, school, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that CDE can sort by district, school, date, etc. Among other information, this will allow CDE to determine the frequency of issues that arise before, during, or after assessments. The electronic record will also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings. The Offeror shall indicate how it proposes to do this.
- A.11.5. Customer Service Initiated Calls and Communications. All communications with the field initiated by the Successful Offeror must be pre-approved by CDE. This includes both written communications and oral scripts used when customer service representatives must contact DACs. Additionally, customer service staff may be asked to initiate e-mail communications in unusual circumstances by CDE.
- A.11.6. Customer Feedback Survey. The Successful Offeror shall create and administer at least once annually a customer feedback survey, including both close ended and open ended items. The survey will record feedback on customer satisfaction with ordering, fulfillment, security, receiving, returning and other criteria consistent with best business practices. The Successful Offeror will be responsible for compiling responses. The feedback surveys will be available to CDE for review, as well as to be used in planning for the next year's program. Surveys used by the Offeror in the past may be included in an attachment.
- A.11.7. DAC Website. The Successful Offeror shall develop and maintain a website for DACs via Successful Offeror-provided login names and passwords to access training and assessment materials. This website will contain both secure and unsecure documents necessary for the DACs to perform their duties and responsibilities. These documents include proctor and coordinator manuals, training manuals,

accommodations manuals, data interpretation manuals, as well as various order and request forms. In addition, the site shall provide DACs with access to their district assessment data and scores.

- A.11.8. Customer Support. In addition to the “help” functions embedded in the assessment software and automated online or phone in support services, the Successful Offeror shall provide customer support for the installation and use of the online assessment software that includes phone accessible support personnel.

B. Colorado Alternate Assessment for Students with Significant Cognitive Disabilities – Reading, Writing, Mathematics, Science and Social Studies

All students with significant cognitive disabilities are assessed using the **Colorado Alternate Assessments (CoAlt)**. This is the alternate assessment based on alternate achievement standards designed for students with significant cognitive disabilities. These item-based performance assessments are used in Mathematics, Reading and Writing at grades 3-10, while the Science alternate assessments will be administered in grades 5, 8, and 11, and the Social Studies alternate assessments will be administered in grades 4, 7, and 11. A translated Spanish Reading and Writing alternate assessment will not be developed for students in grades 3 and 4.

This assessment will be based on the Extended Evidence Outcomes (EEOs) of the Colorado Academic Standards. As with the rest of the CAS, the EEOs set a much higher standard than what has been expected in the past. In this assessment component, Colorado is requesting Offerors’ ideas for how to incorporate these new expectations into the new assessment while ensuring that our students with the most significant cognitive disabilities also receive meaningful scores.

Note: The content areas in this Component will follow the implementation schedule presented in Component A. The first operational year for reading, mathematics and science will be 2014, for writing 2015, and for social studies 2016.

Key revisions to the new Colorado Alternate Assessment system are included in Table 24.

Table 24
Key Revisions to the New Alternate Assessment System

	Current System	New System
Content areas (grades)	Reading (3-10)* Writing (3-10) Mathematics (3-10) Science (5, 8, 10) *Reading decoding and comprehension are assessed together	Reading (3-10)* Writing (3-10) Mathematics (3-10) Science (5, 8, 11) Social Studies (4, 7, 11) *Reading comprehension should be assessed in part in isolation from decoding
Test delivery	Paper-based	Paper-based with score input electronically
Item scoring	Based on providing ANY answer	Based on providing the CORRECT answer. Potential scoring could reflect: 4 – student responds correctly independently 3 – student responds correctly when provided with a standardized general prompt 2 – student responds correctly when

		provided a specific prompt (i.e., the student is provided the correct answer) 1 – student does respond correctly
Test window	The assessment window is from the first Thursday in February through the 4 th Friday in March for an approximately 7 week testing window.	The tests will move to as close to the end of the year as possible, taking into consideration the regular summative assessment. Testing must be completed no later than the second Friday in May.
Electronic reporting	Early to mid-July	Reporting should occur as close to the end of the school year as possible. Starting the year after standard setting, electronic reporting of individual student scores must be posted for districts no later than the first Friday in June.
Standards	Grade span	Grade level mastery based with appropriate supports
Item types	Multiple choice Short answer	Selected response Short answer
Standardized administration	Test administrators are allowed to present unique prompts to students.	Increased standardization requiring less preparation time for test administrators and increase comparability and reliability of scores.
Testing time (approximate)	Untimed assessment	The goal is for the new test not to take more than the current time with embedded field testing included.
Test security procedures	Moderate level	Improved test security procedures which may include such practices as shortened testing window, sealing, secure test material return verification, state-wide standardized training regarding security procedures, etc.

Educator Meetings. For all meetings held with Colorado educators, the Successful Offeror is responsible for all costs. This includes all expenses for Americans with Disabilities Act compliant meeting sites, including sign language interpreters and large print as needed; AV equipment; internet connections; beverages; snacks; and for all day meetings, lunches. If overnight stay is required, hotel rooms will be billed directly to the Successful Offeror. Each educator receives a stipend or the district is reimbursed for the cost of hiring a substitute at the district's rate during the educator's absence. In addition, educators are reimbursed for travel expenses (mileage, tolls, etc.) and meals during overnight stays. The state of Colorado periodically develops a chart for reimbursement rates. The Successful Offeror shall reimburse attendees based on the state reimbursement rates current at the time of the meetings. Table 25 presents expenditures for reimbursement.

Table 25
Educator Meeting Reimbursement

Expenditure	Description
Stipend or Substitute Reimbursement	\$120 stipend if a non-work day for the educator OR reimbursement of district for hiring a substitute at the district's rate

Meal Expenses	The per diem rate will be set at the current state (CO) rate at the time of the event. It is only granted to participants who come from out of the local area and who will remain over night in a hotel provided by the Successful Offeror. See below for more information.
Mileage	Mileage rates will be set at the current state (CO) rate at the time of the event See below for more information.
Lodging	Lodging shall only be provided for participants who travel more than 35 miles in one direction to attend the event. Government rates will be applied. See below for more information.
Airfare/Rental Cars/Cab Fares	Airfare, rental cars or cab fare shall be provided for participants for whom these means of travel would be less expense than if they drove.

NOTE: For current Colorado rates, see: <http://www.colorado.gov/cs/Satellite/DPA-DCS/PA/1201542229293>.

For purposes of cost estimates, Offerors should utilize the information in Table 26 as they make assumptions in terms of how far educators may be traveling.

Table 26
Educator Distribution and Travel Distance

Region	Approximate Percentage of Participating Educators	Approximate Miles from Center of Region to Denver
Metro	54.2	12
North Central	13.7	72
Northeast	1.7	108
Northwest	4.2	128
Pikes Peak	17.7	104
Southeast	1.4	194
Southwest	2.7	220
West Central	4.6	277

The number of required participants for each meeting will be found in the relevant requirements and specifications.

Successful Offerors will also be responsible for assisting CDE with developing an appropriately diverse pool of educators for these meetings. In addition to the committees being racially and geographically diverse, educators who work with students with disabilities and English learners must also be represented.

Offeror Qualifications – Mandatory Requirements:

It is imperative that the Offeror meet the mandatory minimum qualifications. If partnering with a subcontractor, the Offeror and its proposed subcontractor(s) may collectively meet the mandatory minimum qualifications. If these qualifications are not met in the initial evaluation, the Offeror will not proceed in the evaluation process. The Offeror can recommend a team or a single resource to address the scope of this project.

- **A minimum of ten (10) years of experience in developing, producing, administering, scoring and reporting large-scale, high-stakes, statewide assessments.**
 - **Experience with development of short and extended constructed response items**
 - **Experience with assessment of complex performances**
 - **Experience with scoring rubrics and performance scoring procedures**

- **Demonstrated expertise in vertical scale development and growth modeling**
- **A minimum of five (5) years of experience in developing, producing, administering, scoring and reporting large-scale assessments for students with significant cognitive disabilities.**
- **Demonstrated experience in providing policy and practice guidelines for accessibility and accommodations in a secure paper-pencil environment utilizing a diverse array of hardware and software.**
- **Demonstrated project management experience with specific focus on work planning, status reporting, issue management, and deliverable review and approval procedures.**
- **Familiarity with Common Core State Standards (English Language Arts & Literacy and Mathematics) and the development of the multi-state consortia assessments for students with significant cognitive disabilities.**

B.1. General Requirements.

- B.1.1. Professional Standards/Best Practices. The Successful Offeror shall ensure that all materials, practices and procedures developed under this contract for the Colorado Alternate Assessments meet relevant professional standards such as those contained in the *Standards for Educational and Psychological Testing* published by the American Education Research Association (1999 or most current version), particularly in terms of privacy, reliability, validity, opportunity to learn, accommodations, scoring, reporting, and documentation.

The Successful Offeror shall inform CDE when implementation practices or policies are not consistent with the best educational research and practice. The Successful Offeror will be responsible for clearly communicating the risks of violating conclusions of the best educational research and practice. If CDE concurs, the Successful Offeror shall work to make necessary corrections. The Offeror shall confirm its agreement to meet this requirement.

- B.1.2. State and Federal Requirements. The Successful Offeror shall ensure that all materials, processes and procedures developed under this contract meet relevant State and Federal Legal requirements, including requirements under the Elementary and Secondary Education Act (ESEA) and peer review, as well as the Individuals with Disabilities Education Act (IDEA). Throughout the life of the contract, and any extensions, the Successful Offeror shall communicate to the State when it concludes that the program is no longer meeting State and Federal requirements and shall provide corrective options to the State for consideration. The Offeror shall confirm its agreement to meet this requirement.

- B.1.3. Communication. The Successful Offeror shall assist CDE in explaining to the media, the public, stakeholders, the court, and/or other applicable entities why the tests are valid and reliable assessments that are appropriate for their intended purpose. The Offeror shall confirm its agreement to meet this requirement.

- B.1.4. Cooperation with Quality Control Contractor and CDE Staff. CDE intends to contract separately with a third party quality control contractor (the "Quality Control Contractor") for all of its assessments. The Quality Control Contractor will review the Successful Offeror's work, meet with the Successful Offeror's staff, and conduct on-site visits at all of CDE's Successful Offeror's facilities to assure CDE that 1) The Successful Offeror meets required schedules and quality control requirements and performs services in accordance with contractual requirements; and 2) file exchanges are properly coordinated. The Successful Offeror selected through this

RFP shall cooperate fully with the Quality Control Contractor and CDE staff providing access to all facilities, personnel, and information regarding services upon request. The Offeror shall confirm its agreement to meet this requirement.

- B.1.5. Interaction with Verification Contractor. CDE may contract separately with a third party verification contractor (the “Verification Contractor”) on an on-going or periodic basis. The Offeror must describe their experience and plan for coordination with other state-contracted organizations assigned to work on the same program. The Successful Offeror will be required to share information regarding item parameters; data files (including scan files and command files); and any other information needed to verify the reliability, validity, and quality of the Colorado assessment data and system. The Offeror shall confirm its agreement to fulfill this requirement.
- B.1.6. Security. The Successful Offeror shall follow FERPA, state and industry standard security policies, including the provision of confidentiality agreements for all Successful Offeror staff, subcontractors and educators participating in any aspect of this project. If desired, the Offeror may include sample confidentiality agreements as an attachment. The Offeror must provide a plan detailing the implementation of security procedures. The Offeror may choose to provide additional details under relevant requirements and specifications. The Offeror must also indicate the base services (ex. accounting of all secure materials, sealing, forensic analysis, etc.) related to test security which it requires for its high stakes state accountability assessments. If the Offeror offers a variety of services, but does not have its own base requirements regarding security that must be indicated in the proposal.

Any breach of security that occurs through the negligence or inaction of a Successful Offeror, such as, but not limited to, failure to adhere to any security protocol or allowing raters to remove secure materials from Item Writing Meetings, Item Review Meetings, Data Review Meetings, Anchor Paper Selection, Validation Meetings, or the Scoring Center, will be considered a default on the terms of this contract.

Awarded contractor will be required to sign the FERPA Confidentiality Agreement, **EXHIBIT 9**.

- B.1.7. Travel. Awarded Offeror may be required to travel to various statewide locations to meet project requirements/training.

All anticipated travel expenses are to be included in Offeror’s cost component response. Therefore, the total price quoted for this project should include any travel, lodging or per diem costs to be incurred by Offeror’s personnel to provide services requested. **NO ADDITIONAL COSTS WILL BE REIMBURSED.**

The Offeror shall confirm its agreement to fulfill this requirement.

- B.1.8. Subcontractor Requirements. CDE is allowing subcontracting to occur in the scope of work. CDE will allow subcontracting only under the following circumstances:
- All subcontractors must have primary offices and complete the work within the continental United States.
 - The CDE reserves the right to not accept any subcontractors identified in the submitted proposal if it so chooses.

The Offeror shall confirm its agreement to this requirement.

- B.1.9. CDE Sign Off. All procedures followed in the development, production, administration, scanning, scoring and reporting of the Colorado summative assessments shall be made available for review by CDE and, as determined by CDE, may be subject to CDE approval. The Offeror shall confirm its agreement to meet this requirement.

B.2. Corporate Capacity and Personnel

Throughout this document, the terms “Offeror(s)” and “Contractor(s)” are also assumed to include subcontractors where appropriate and applicable. If the Offeror proposes to subcontract any part of the work, the Offeror’s response must refer to the subcontractors where appropriate. Within the relevant requirements and specifications, a description of each proposed subcontractor’s role in the project, qualifications to perform that role, management structure, key staff assignments and qualifications of assigned staff shall be included.

If the Successful Offeror has discovered fault with a subcontractor named in this RFP, the Successful Offeror has the obligation to inform CDE immediately so that appropriate steps can be taken by either the subcontractor or the Successful Offeror to correct the problem prior to that problem resulting in substandard performance or non-compliance. The Successful Offeror shall remain responsible for the performance of its subcontractors.

- B.2.1. Organizational Structure. Organizational charts, including identification of Executive and Key Personnel, for the Offeror as a whole and for the CDE project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Offeror’s departments and subcontractors, where appropriate. The Offeror shall also describe its escalation process for resolving any contractor/client disagreements.

The executive team member directly in charge of overseeing the Colorado project shall be identified. This executive team member shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award. Changes to the assigned executive team member, except for those resulting from separation of services, require prior written consent by CDE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

Qualifications of key executive personnel must be presented. A supporting resume outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an attachment.

- B.2.2. Time Allocation of Key Personnel and Services. The Offeror shall provide a list of key staff, including but not limited to, the program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, technology lead, special populations consultant (who must have teaching experience with students with significant cognitive disabilities and expertise in developing high quality alternate assessments), production manager(s), and publication staff, as well as all staff assigned 0.20 FTE or greater to this assessment component. Each staff member’s assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.

The Offeror shall affirm in the response to this request for proposals that should the contract be awarded, all key personnel proposed shall be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.

The Successful Offeror shall assign one person to function as the Program Manager. That person must be responsible for all activities required by the project and will serve as the main contact person between the Successful Offeror and CDE. The Program Manager shall have the authority to make decisions and commitments on behalf of the Successful Offeror, subject to CDE approval.

CDE reserves the right to interview and approve all key staff. Throughout the life of this contract, and any extensions, changes to the assigned program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, and special populations consultant, except for those resulting from separation of services, will require prior written consent by CDE. In the event that CDE requests removal of specific Successful Offeror personnel, the Successful Offeror shall provide acceptable replacement(s) with no impact to the project. Replacement(s) shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

All personnel who will work on-site at CDE or school sites may be required to be pre-approved for site access via a criminal background check paid for by the Successful Offeror.

- B.2.3. Staff Qualifications and Experience. Qualifications of all key personnel shall be presented in the Offeror's proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an attachment.

CDE is expecting a psychometric team that will not only execute routine functions, but will also be able to provide a sophisticated level of expertise to guide the psychometric decisions that will need to be made and re-evaluated as the program evolves. The expectation is that the team will be able to provide psychometric options with strengths and challenges and its recommendations along with rationale. In addition, especially in the event of unexpected challenges, the team must include someone with both extensive experience and psychometric knowledge, as well as the decision-making authority to quickly address and remedy the situation.

For all meetings involving educators, the Offeror must indicate the qualifications of the facilitators. General qualifications for training and meeting facilitators must be included in the response to this request for proposals. As applicable, facilitators must be familiar with best practices, as well as state and federal laws, procedures and regulations concerning assessment. Facilitators must also be familiar with academic instruction of students with significant cognitive disabilities and the educational and assessment landscape. Facilitators must be able to clearly articulate spoken English and create easily understood written materials and visual training aids. Facilitators must have demonstrated successful experience in leading large-group trainings including webinars and meetings as fit their responsibilities.

- B.2.4. Corporate Capabilities and Capacities. The Offeror must present a description of corporate capabilities. The Offeror shall provide the company's history, including the number of years that it has been in business, buyouts, takeovers, IPO's, bankruptcies, litigations and claims, etc. within the last 5 years, or for that period which the firm has been in business, if less than 5 years. Situations arising in assessed liquidated damages (LDs) should be described with their resolution, along with the amount of the LDs or provided additional services.

The description shall also identify the number of employees in the company and the company's location(s), including any presence in Colorado. The overall capacity of

the Offeror's organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be discussed.

A general description of the Offeror's capabilities and capacities related to development, production, shipping and receipt, administration (of paper-based and online assessments), scoring (human), data processing, reporting and psychometric activities shall be included. **Responses must demonstrate that the Offeror meets, at a minimum, the mandatory qualifications presented at the beginning of this component.**

Specific examples of the Offeror's work products such as test and item specifications, items, forms, technical manuals, research reports, technical services, etc. should be identified under the relevant requirements and specifications and provided in attachments as appropriate. CDE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.

- B.2.5. Relevant Experience. In tabular format, the Offeror shall provide a listing and descriptions of all work in similar projects that it and its proposed subcontractors have carried out or are carrying out for other clients. The table shall include client, program name, content area, grades, administration mode (paper-pencil or computer-based), use of teacher scoring, length of contract and number of students. For each such project, the Offeror must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax numbers, and e-mail address.

Company Experience. The following Offeror qualifications are required to ensure that effective services for the described project is achievable:

- Documentation of expertise
- Technical competency in all areas identified in Sections 4 and 5

Submit a minimum of three (3) [Company Experience and Demonstrated Capability \(CEDC\) Fact Sheets, Attachment 16](#), for each of the areas listed above for experience in the last 5 years.

Further evidence of experience should be evident in responses to specific requirements and specifications as appropriate.

- B.2.6. Risk Management and Quality Assurance. The Offeror must highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, shipping and receipt, administration (of paper-based and online assessments), scoring (human), data processing, reporting and psychometric activities of high-visibility assessments. The Offeror should submit sample Risk Assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This Risk Assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance in all aspects of delivering large-scale, statewide assessments – including test development, production, shipping and receipt, administration (of paper-based and online assessments), scoring (human), data processing, and reporting.

B.3. Program Management

- B.3.1. Key Activities and Transfer Dates.

B.3.1.a Schedule of Activities. The Offeror shall provide a proposed schedule that clearly identifies and includes:

- Key activities related to the field (ordering of materials, receipt of materials, test dates, return of materials, demographic clean-up window, release of individual student scores, final individual student, school and district score file release, and receipt of paper reports)
- Key transfer dates between the Successful Offeror and CDE related to development, production, shipping and receipt, administration, scoring (human), data processing, reporting and psychometric activities.

Although not comprehensive, an outline with selected key activities has been provided in Attachment 8. The Offeror must provide a Key Activities Table for each fiscal year.

Deliverables subject to liquidated damages are presented in Attachment 9.

B.3.1.b Project Schedule. Proposals must include a detailed schedule reflective of the work plans that describe how each of the requirements and specifications described in the proposal will be accomplished. The schedule shall at a minimum identify the tasks, subtasks, beginning date, end date and the party/functional group responsible for each step in the process. The schedule must be included as a separate attachment to the proposal.

Schedules must reflect the following periods:

No sooner than May 1, 2012 through June 30, 2012;
July 1, 2012 through June 30, 2013;
July 1, 2013 through June 30, 2014;
July 1, 2014 through June 30, 2015;
July 1, 2015 through June 30, 2016; and
July 1, 2016 through August 30, 2017

Activities related to the development for the next year's assessment and reporting for the prior year's assessment must be clearly distinguishable from activities related to the current year's assessment.

Joint review of this schedule followed by CDE's approval for the first contract period should occur within two weeks of the contract award. The Successful Offeror and CDE shall mutually agree upon final dates. Joint monitoring of the schedule shall occur on an on-going basis. The Successful Offeror shall ensure that all schedule adjustments allow for final deliverable dates to be met. If necessary, timelines and schedules may be revised with prior approval of CDE and an executed contract amendment for all deliverables subject to liquidated damages. A revision of a timeline on the part of the Successful Offeror exempts the Successful Offeror from meeting a contractual deadline **only if** (1) the Successful Offeror and CDE mutually agree upon and document through a contract amendment an extension of the deadline as executed through a contract amendment or (2) the Successful Offeror is able to prove that the deadline was not met due to CDE's failure to meet a contractual deadline resulting in the Successful

Offeror's inability to adhere to the schedule for delivery of products and services.

The Successful Offeror shall alert CDE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date. CDE shall be notified whenever the Colorado contract is included in Successful Offeror's internal meetings focused on programs at-risk.

For the contract beginning in July 2012, the review of the schedule should occur within the first two weeks of the initial contract. For each following contract year, by May 1, the Successful Offeror shall provide an updated detailed work plan and project schedule that specifies all activities leading to products or services deliverable to either CDE or local school districts for the following assessment year.

B.3.2. Program Management Communication and Reports

B.3.2.a On-going Communication. Communication between the Successful Offeror and CDE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, and other communication procedures will be at the Successful Offeror's expense. Toll-free numbers shall be provided by the Successful Offeror for telephone communication including conference calls and webinars.

The Successful Offeror shall make all written communication or summaries of communications with any subcontractor(s) identified in this proposal available to CDE at its request. In addition, CDE expects to be able to participate during all appropriate and applicable meetings and trainings between the Successful Offeror and any subcontractor(s) identified in this proposal. The Offeror shall confirm its agreement to meet this requirement.

B.3.2.b Timeliness of Communication. The Program Manager shall return calls from CDE staff and respond to email messages within 24 hours. If the Program Manager is not available to take calls and return messages, CDE shall be notified in advance. In the event that the Program Manager is not available, the Successful Offeror shall notify CDE as to whom to contact in his or her absence, and shall provide contact information for such individual. The Offeror shall confirm its agreement to meet this requirement.

B.3.2.c Weekly Meetings. At a minimum, weekly phone calls between pertinent CDE staff and the Successful Offeror's Program Manager and other key Successful Offeror staff shall be held between in-person project meetings to keep CDE current on project status, discuss issues as they arise, and to plan upcoming activities. As the need arises, other periodic or on-going conference calls may be conducted. The Successful Offeror's Program Manager will prepare written documentation of each conference call. This is to be submitted to CDE within two business days of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.

B.3.2.d Project Meetings. Periodic meetings between CDE staff and representatives of the Successful Offeror are essential. Those persons directly involved with this component of the project shall be available for technical assistance and discussion at the project meetings at the expense of the Successful Offeror for twelve (12) monthly planning/work sessions per year through June 2014, with four (4) of these meetings occurring annually at the Successful

Offeror's site. The other meetings will be held in Denver, CO. Starting with the July 1, 2014 – June 30, 2015 contract period, in-person project meetings shall be held every other month (6 times annually), with three (3) of these at the Successful Offeror's site and three (3) in Denver, CO.

CDE shall be responsible for the costs for its staff to travel to the Successful Offeror's location.

The Successful Offeror's Program Manager shall prepare written documentation of each in-person project meeting. This shall be submitted to CDE within one week of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.

- B.3.2.e Monthly Reports. The Successful Offeror shall provide a monthly report that summarizes actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, work that will occur in the next month and beyond, and so forth. These reports shall be sent monthly to CDE by the third business day of the following month.
- B.3.2.f. District Assessment Coordinator (DAC) Academy. CDE has historically held a meeting with all DACs at the beginning of the school year. The meeting provides an opportunity to review the previous year's administration and presents high level changes for the upcoming year. The Successful Offeror's Program Manager and Program Assistant shall attend. This meeting may be held in conjunction with one of the Denver based project meetings.
- B.3.2.g. District Assessment Coordinator (DAC) Management Meeting. The DAC management team is composed of a subset of DACs. The group meets twice a year to provide CDE with feedback on current policies and practices and input on potential new policies and practices. The Successful Offeror's Program Manager and/or Program Assistant shall attend the meeting. The Offeror shall confirm its agreement to fulfill this requirement.
- B.3.2.h. Program Improvement Plans. For each phase of the program including development, production, shipping and receipt, administration, scoring (human), data processing, reporting and psychometric activities, the Successful Offeror shall provide a report that addresses the relevant phase by detailing the activities completed and by providing recommendations for improvement for the next assessment cycle. The report shall also detail errors, problems and/or discrepancies by district and by school. The report will allow CDE to detect any patterns in the errors, problems, or discrepancies noted in the report and to use that information to clarify instructions in the Assessment Administration and/or Coordinator Manuals. This report shall be completed within one month of completing the relevant phase.
- B.3.2.i. Quality Control and Sign-offs. Reviews and signoffs for all deliverables shall be documented and available to CDE upon request. The Successful Offeror shall document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project. The Offeror shall confirm its agreement to fulfill this requirement.
- B.3.2.j. Invoices. The Successful Offeror shall submit invoices according to the procedures and requirements set forth by CDE. It is expected that the

payment schedule for this contract will be four quarterly and one final payment for the services performed and deliverables provided during each period. The fiscal year for the State of Colorado runs from July 1 to June 30. The last invoice for each fiscal year must be received by June 15. The final invoice for each assessment cycle must be provided by September 1. The Offeror shall confirm its agreement to fulfill this requirement.

- B.3.3. Transition. Proposals must include two draft Transition Plans detailing the transfer of relevant assessment documents and materials. An organized transition that ensures the continuity of the state assessment program is of the essence. The first draft Transition Plan must address the receipt of materials by the Successful Offeror upon final execution of the contract. The second draft Transition Plan must address the transfer of materials, both pre-existing and newly developed, from the Successful Offeror to CDE or another contractor upon termination or expiration of the contract.

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

- Test development - all critical documents and materials used in the test development process;
- Item and test specifications – all item format details, test map requirements, test blueprints, and technical reports;
- Test books –all paper and electronic test booklets and electronic answer documents from previous test administrations; test maps for each form from the previous year's administration with keys and metadata;
- Passages and artwork – all photocopies of the original passages with source documentation, copies of contracts, original electronic art files and applicable permission information;
- Item bank, item and test statistics – all item-level metadata and previous usage statistics, available test-level statistics, previous anchor range finding papers, rubrics, constructed-response materials such as training material protocols, previous operational and field test usage of each item year and form item position status;
- Program administration - all critical documents and materials used with the test administration process;
- General program documentation –all critical documents and materials used for general program documentation and summary reports;
- Reports –sample copies of all reports provided to districts and schools;
- Manuals/guides –sample copies of all guides and manuals (hard copy and electronic versions) for the operational test administrations, and copies of all electronic materials posted on the state website during the operational test administration;
- Scoring information - all critical documents and materials used in the scoring process;
- Scoring/reporting specifications – all documentation regarding scoring rules, aggregation rules, roll-up algorithms, and tables used to calculate student, school, district, and state results;
- Psychometric and related assessment information required for the program - all critical documents and materials used for psychometric analyses and related procedures;

- Professional development – all critical documents and materials used for professional development;
- Editing Specifications – all documentation that outlines how the state would like answer documents edited during the scanning process
- Equating data files –all documentation that outlines layouts for files including item statistics, master file, pre-id, school/district score data and state-level score data;
- Performance scoring specifications – all training papers, anchor sets, calibration papers, rubrics, and constructed-response scoring rules; previous year's score distributions for each item and historical reader agreement rates;
- Technical reports and other validity and reliability reports - all electronic copies of past technical reports produced by the previous contractor and electronic copies of any other reports that discuss the validity or reliability of the assessments;
- Project plan - all documents that outline the tasks/deliverables and corresponding schedule for those tasks/deliverables;
- Schedules - all previous project schedules containing dates/durations for the following tasks:
 - Developing items, forms, and materials
 - Enrollment and pre-identification
 - Packaging and distribution
 - Receiving and scanning
 - Scoring and reporting
- Packaging specifications - all documentation concerning packaging algorithms and shipping points; and
- Print specifications - all spreadsheets detailing print specifications for test booklets, scannables, answer documents, labels, envelopes, and manuals.

The Successful Offeror shall assist CDE with all activities required to transfer all assessment documents and materials during these two transition phases. Draft Transition Plans shall include procedures for the transition of documents and materials related to the following:

- Program administration - The Successful Offeror shall ensure that all critical documents and materials used with the test administration process are transferred efficiently between CDE and/or contractors.
- Test development - The Successful Offeror shall ensure that all critical documents and materials used in the test development process are transferred efficiently between CDE and/or contractors.
- Scoring information - The Successful Offeror shall ensure that all critical documents and materials used in the scoring process are transferred efficiently between CDE and/or contractors.
- Psychometric and related assessment information required for the program - The Successful Offeror shall ensure that all critical documents and materials used for psychometric analyses and related procedures are transferred efficiently between CDE and/or contractors.
- General program documentation – The Successful Offeror shall ensure that all critical documents and materials used for general program documentation and summary reports are transferred efficiently between CDE and/or contractors.
- Professional development – The Successful Offeror shall ensure that all critical documents and materials used for professional development are transferred efficiently between CDE and/or contractors.

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

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

B.4. Assessment Development

B.4.1. Work Plan. The Offeror shall describe in detail its plan for the development of the tests. This plan must describe each step in the development process and must be reflective of the relevant activities and schedule presented under B.3.1 for all test development activities from start to finish for each assessment year.

B.4.2. Content.

B.4.2.a. Determining Eligible Content. Offerors must provide draft eligible content for the Colorado Alternate Assessment. The Successful Offeror shall provide refined eligible content to be reviewed by the field and revised by CDE. The Successful Offeror will be responsible for providing a finalized document for CDE approval.

The Successful Offeror must be aware of the differences between the Colorado Academic Standards with the associated Extended Evidence Outcomes (EEOs) and the Common Core State Standards, including but not limited to the inclusion of Personal Financial Literacy in mathematics and the difference in organization of the Reading, Writing and Communicating standards. Listed under “Extended Evidence outcomes (Adopted August 3, 1011)”, the standards with the EEOs may be found at:

<http://www.cde.state.co.us/cdeassess/UAS/CoAcademicStandards.html>

B.4.2.b. Claims and Reporting Categories. The Offeror must include a plan for facilitating a conversation with Colorado stakeholders regarding the claims that CDE expects to be able to make based on its alternate assessments. This can be an abbreviated conversation; with the claims, where possible, parallel to the summative assessment.

Based on these claims, reporting categories will be determined. The field expects instructionally useful information to be generated based on the alternate assessment. The Offeror must discuss the possibility of subscores based on this limited length assessment. CDE is especially interested in being able to provide a subscore related to number sense, properties and operations in grades 3-7 and patterns, functions and algebraic structures in grades 8-10. The Offeror should also discuss a possible approach for providing a literacy score once both reading and writing are being administered. The Successful Offeror will be responsible for providing a finalized document for CDE approval.

B.4.2.c. Frameworks. The Offeror shall provide draft assessment frameworks. The Successful Offeror shall provide refined frameworks to be reviewed by the field and revised by CDE. The Successful Offeror shall be responsible for providing a finalized document for CDE approval.

The reference identified in B.4.2.a. will be relevant for the framework development as well. The EEOs addressed in the 9th and 10th grade high school mathematics assessments should correspond to the mathematics standards assessed in the general assessment. The Offeror may want to review A.4.2.c to review a description of the mathematics content to be covered in the high school general assessments.

CDE's standards implementation message to the field has been "All students. All standards;" therefore, it is CDE's intent to assess the breadth and depth of the standards each year to the extent possible given the restrictions of a state alternate assessment.

B.4.2.d. Development of Performance Level Descriptors. The Offeror must provide a description of the process to be used to develop general and grade level specific performance level descriptors for the Colorado Alternate Assessment.

B.4.2.e. Item Types and Test Blueprints/Specifications. Both types of assessment item to be developed for the Alternate Assessment under this RFP is defined below:

- Selected-Response – These are items in which students are presented with several answer choices, one of which is correct. Students are asked to select the correct answer. Selected-response items should be designed to assess the highest level of content knowledge and cognitive complexity that can be appropriately measured through this type of item and is appropriate for the EEO.
- Short Constructed Response – These are items in which students write in a response to a question or a prompt. Student responses consist of 1) one to five letters, one to five words or one to five sentences, 2) written work in solving a mathematics problem, 3) drawing, or 4) another response that can be provided in approximately five-ten minutes or less.

The Offeror must create a proposed test blueprint for the alternate assessments to be developed in each content area. The Successful Offeror shall provide refined blueprints to be reviewed by the field, as appropriate, and revised by CDE. The Successful Offeror will be responsible for providing a finalized document for CDE approval. This blueprint must specify the numbers of each type of assessment item to be used at each grade level in each content area, depth of knowledge, the numbers of items in each eventual test form (operational and field test slots), the number of sessions required and the total amount of testing time. The Offeror must take into consideration the fact that the alternate assessments must generate valid information throughout the data distribution, including both tails.

Reading assessments must include a combination of literary and informational passages. Literary texts include fiction, literary nonfiction and poetry. Informational texts include exposition, argumentation, persuasive texts, procedural texts and documents. The text distributions reflected in Table 27 below are based on the NAEP Reading Assessment Framework and the SBAC ELA Claims. The Offeror should refer to the provided distributions for direction;

however, the Offeror should also provide CDE with additional guidance and expertise as to an appropriate distribution based on the EEOs.

Table 27
Distribution of Reading Passage Type and of Writing Purposes

Percentage Distribution of Literary and Informational Reading Passages			
Grade Level	% Literary		% Informational
Elementary	50		50
Middle	45		55
High	30		70
Percentage Distribution of Narrative, Informative and Persuasive Writing Items			
Grade Level	% Narrative	% Informative	% Persuasive
Elementary	35	35	30
Middle	30	35	35
High	20	40	40

B.4.2.f. Design. Table 28 provides a preliminary foundation for the number of operational items of each type that could be used in the Colorado Alternate Assessment in each content area and grade level. However, the Offeror is strongly encouraged to use its expertise to present alternate designs which will better assess the EEOs.

Estimated costs and options for the alternate assessment including 11th grade reading, writing and mathematics were shared with the Board at their August 4, 2011 meeting. An audio archive of that meeting may be found at

<http://www.cde.state.co.us/cdeboard/AudioArchive/SBE20110804.htm>.

With adjustments made for the elimination of reading, writing and mathematics at the 11th grade, CDE continues to rely on these estimates for the alternate assessment in our discussions with the field, as well as government officials.

Table 28
Proposed Operational Assessment Design for the Alternate Assessments

	Math	Reading	Writing	Science	Social Studies
Selected Response					
Grade 3	25	25	15		
Grade 4	25	25	15		20
Grade 5	25	25	15	25	
Grade 6	25	25	15		
Grade 7	25	25	15		20
Grade 8	25	25	15	25	
Grade 9	25	25	15		

Grade 10	25	25	15		
Grade 11				25	20
Short Response					
Grade 3	5	0	5		
Grade 4	5	0	5		2
Grade 5	5	3	5	5	
Grade 6	5	3	5		
Grade 7	5	3	5		2
Grade 8	5	3	5	5	
Grade 9	5	3	5		
Grade 10	5	3	5		
Grade 11				5	2

B.4.3. Item Development. CDE is looking to develop a bank of items that it owns or shares with other states. It is not seeking to use vendor owned items.

B.4.3.a. Samples for RFP. Offerors must provide samples of high quality elementary, middle, and high school alternate assessment items of both types for each content area so that CDE can see the nature of the work the Offeror is capable of providing. To illustrate the nature of the new assessments, CDE will share the items provided by the Successful Offeror with the public, so the items must be available for this purpose. Prior to the operational assessment, these samples may need to be augmented to provide the field with an adequate understanding of the item types and content for the 2014 assessment.

B.4.3.b. Prototypes. CDE plans to meet twice with special educators and content specialists in the spring of 2012 to discuss and develop prototypes for the new alternate assessment. It is CDE's expectation that these prototypes will illustrate the types of items to be created for the item developers and will be used to illustrate the new assessments to Colorado educators and others. At a minimum Successful Offeror's Special Populations Consultant shall plan on co-facilitating and participating in these meetings; however, the Successful Offeror will not be responsible for meeting site costs or educator costs for this activity.

B.4.3.c. Item Specifications and Style Guides. The Successful Offeror shall develop specifications for each type of item and artwork to be created for the Colorado Alternate Assessment. The Successful Offeror will work with CDE to prepare a Colorado Style Guide that will be followed by the Successful Offeror. The Offeror shall provide evidence of its ability to fulfill this requirement.

B.4.3.d. Universal Design. The Offeror must present their plan to ensure that items will be created that will permit students with disabilities and English learners to fully participate in the assessments and receive valid scores, while minimizing the need for accommodations. The Offeror must explain how the needs of students with disabilities, especially sensory, physical and language disabilities, as well as English learners, are taken into consideration during item writing. In addition, the Offeror must explain how language load will be addressed.

- B.4.3.e. Number of Items to be Developed. For each year, grade, content area and item type in the Colorado Alternate Assessment, the Offeror will identify the number of items that will be developed to be taken to item review, the number expected to be accepted, the number expected to be included across the test forms during field testing and the number expected to be accepted at data review.

B.4.4. Electronic Item Development System and Item Bank

- B.4.4.a. Item Development System – Item development for the alternate assessment is to be carried out using the Successful Offeror’s electronic item development system. This system may be stand-alone or connected to the Internet. The Offeror must describe its electronic item development system – its functions (e.g., use in item development, item editing, item revisions, item reviews, and selection of items for field testing and actual use). The Offeror should describe in detail how this system will be used to mentor the item writers and monitor the quality of their work, as well as to protect the security of the assessment items at each step of the development and review process. The Offeror must describe this system in a detailed, step-by-step manner, providing illustrative graphics and/or online access to it for review and evaluation by CDE. The Offeror must describe the steps it takes to protect the security of the assessment items at each step of the item development and review process. Note that there is a required demonstration of this system as described in Section 6 of this RFP.

Note: The Successful Offeror may be asked to incorporate items from another state, from Colorado’s current alternate assessment program, or from other sources. The Successful Offeror would need to provide evidence of the items’ alignment to the EEOs in terms of content, depth of knowledge and mastery before incorporation into Colorado’s new alternate assessment system

- B.4.4.b. Item Bank The Offeror must describe in detail its system for storing and retrieving items from its item bank. This system must provide for the ability to indicate the status of each item (e.g., not yet reviewed, content and sensitivity/bias reviewed, field tested, data reviewed, when used operationally along with standards, assessment objectives and item statistics), and permit the alternate assessment forms to be readily assembled. The Offeror shall describe how it will provide CDE with access to the item bank. In addition, a field should be included for indicating items which cannot be brailled.

B.4.5. Development Process and Cycle.

- B.4.5.a. Passage Selection. The Offeror must describe its plan for selecting appropriate passages for all relevant content areas in the Colorado Alternate Assessment based on complexity, quality and range. Although CDE values the use of authentic passages, it recognizes that Offerors may have the means of providing high quality texts for this group of students through a commissioned process. CDE also appreciates the flexibility in use that commissioned passages provide. CDE will, therefore, permit the Successful Offeror to use high quality commissioned passages as well as copyrighted passages for which permission is obtained. It will be the responsibility of the Successful Offeror to provide all needed passages for CDE assessment, including

both printed and online tests. For all permissioned passages, it will be the Successful Offeror's responsibility to secure the permissions ensuring that CDE can use the items as well as use as released items.

- B.4.5.b. Passage Review. The Offeror must present its plan for CDE review followed by field review of the passages. For the passages, the review should reflect an evaluation of the complexity, quality and range of text, as well as sensitivity/bias. Offerors should assume a minimum of 5 diverse educators per grade span (3-5, 6-8 and 9-11) for the passage review. For science and social studies, two groups are expected to be sufficient. CDE has experience with reviewing passages electronically.
- B.4.5.c. Item Writer Training and Assignments. The Offeror shall describe in detail its plans for providing item writing training and assignments for the Colorado Alternate Assessment. The multiple-choice and short constructed-response items for the alternate assessment are to be created by Colorado teachers (special educators who work with students with significant cognitive impairments, content area specialists and general education classroom teachers) to the maximum extent possible, working under the direction of the Successful Offeror in collaboration with the CDE Exceptional Student Services Unit (ESSU) and the Office of Student Assessment. One effective means of mentoring such educators is to provide them immediate, on-going review of their initial work so that issues that arise can be caught early on and not repeated. The Offeror must describe in detail how it will assure the successful use of Colorado educators in the development of the Colorado Alternate Assessments.

The Offeror shall indicate in detail what materials it proposes to use for assessment development training, as well as how these materials will be created, reviewed by CDE, and used. The alternate assessment development training materials include items such as Power Point presentations, an assessment development manual, and other assessment development resources (e.g., word lists) for all test developers. The training must assist item developers in understanding Universal Design principles, so that the need for extensive assessment accommodations for students with disabilities and English language learners is minimized. In addition, the language load of assessment materials must be carefully considered for all students for the academic assessments in Mathematics, Science, and Social Studies. CDE must review and approve these materials and procedures before these materials are used.

The Offeror must present a process for recruiting, evaluating and retaining educators to serve in the role of item writers. The Offeror must also provide their plan for determining item writing assignments, as well as contingency plans must the educators be unable to produce enough items in the available time.

Offerors should specifically address timeline issues, risks, and mitigation and contingency plans for the first year of development of items to be used for field testing in 2013. Potential supplemental resources and activities for year 1 should be discussed. Although CDE is not interested in utilizing items from vendor owned item pools, it is amenable to utilizing items the Successful Offeror has available which have been reviewed by other states' educators if evidence of alignment to the EEOs is provided.

- B.4.5.d. Item Development Meetings (Educator Meeting). Colorado educators must be included in the item development process to the maximum extent possible; however, the Successful Offeror must be prepared to provide considerable guidance to these educators. The educators will be available for collaboration; however, the Successful Offeror must plan on being responsible for the majority of the item development work, particularly in the initial contract years as the field becomes accustomed to the new EEOs. Each Offeror should budget for two separate two-day development meetings for the alternate assessment component, held approximately two months apart. For this assessment component, see Table 29 for the number of educators expected to be involved in item writing. Offerors are encouraged to suggest adjustments to the length of the meetings and participants between the first year and subsequent operational years. The Offeror is responsible for providing each educator a stipend of a minimum of \$30 per accepted and usable item written outside of the meeting. **Note: the Offeror is ultimately responsible for the production of the needed number of items for each content area and grade level.**

Table 29
Number of Educators per Grade Span Content Area Committee

Content Area	Elementary	Middle	High
Reading/ Writing	3 special education 3 content	3 special education 3 content	3 special education 3 content
Mathematics/ Science/Social Studies	3 special education 4 content	3 special education 4 content	3 special education 4 content

At a minimum, ten mentors (special education and content area specialists in the appropriate content area) from the Successful Offeror should be on site. Each Offeror must provide detailed information about the education and experience of the individuals that it proposes to have on-site.

The Offeror should indicate where it proposes for the first test development meeting to occur (e.g., at a hotel in the Denver metropolitan area). The Successful Offeror will be responsible for all meeting arrangements and payments, including meeting space; A/V equipment, including laptops for use by the item writers as appropriate; multiple Internet connections for use by the item writers; meals; lodging and travel. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 90-91, including Tables 25 and 26.

The Offeror shall indicate in detail what materials it proposes to use for the first assessment development meeting. The assessment development training materials might include items such as Power Point presentations and other assessment development resources (e.g., sample scoring rubrics, and the potential use of automated scoring) for all test developers. At least one week prior to the meeting, these materials must be provided to CDE for review and approval.

At the conclusion of the first development meeting, the Successful Offeror must know the amount of work created at the first development meeting by each item developer, and provide specific assignments of work to be carried

out by each developer before the second meeting. These assignments must include completion of the work assigned at the first meeting, additional items to be created at home, informal pilot testing of innovative item formats, review and revision of the initial set of items based on the feedback provided by the Successful Offeror's editors, and other work to be carried out. Timelines associated with these activities must also be provided. The Offeror shall describe in detail how it will provide and monitor the assignments given to the developers.

The Offeror shall provide a detailed plan for the editing of the work of the item developers following the first item development meeting. This plan shall include providing interim feedback to item writers so that they can use the feedback to revise their assigned items prior to the second meeting. This plan shall indicate the manner in which this work will be carried out (i.e., how the items will be initially edited, in what format feedback will be provided, and in what time frame).

The Offeror should indicate where it proposes for the second test development meeting to occur (e.g., at a hotel in the Denver metropolitan area). The Successful Offeror will be responsible for all meeting arrangements and payments, including meeting space; A/V equipment, including laptops for use by the item writers as appropriate; multiple Internet connections for use by the item writers; meals; lodging and travel. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 90-91, including Tables 25 and 26.

The Offeror shall indicate in detail what materials it proposes to use for the second alternate assessment development meeting. The assessment development training materials might include items such as Power Point presentations and other assessment development resources (e.g., sample scoring rubrics) for all test developers. CDE must review and approve these materials and procedures before these materials are used. At least one week prior to the meeting, these materials must be provided to CDE for review and approval.

At the conclusion of the second development meeting, the Successful Offeror must provide a specific assignment for work to be completed by each developer. This might include completion of the work assigned at the meeting and/or additional items to be created at home. Timelines associated with these activities must also be provided. The Offeror must indicate how it will assure that all item writers complete their writing assignments at the second meeting or shortly thereafter.

The Offeror must indicate in detail its plan for thoroughly editing the items at the conclusion of the second meeting. The Offeror must indicate how it will carry out this step, who will be involved, their qualifications and their experience on projects of a similar nature. Editors should be persons qualified in the content area(s) in which they are editing.

Offerors must specifically address timeline issues, risks, and mitigation and contingency plans for the first year of development of items to be used for field testing in 2013. Potential supplemental resources and activities for year 1 should be discussed. Although CDE is not interested in utilizing items from vendor owned item pools, it is amenable to utilizing items the Successful Offeror has available which have been reviewed by other states' educators if evidence of alignment to the EEOs is provided.

- B.4.5.e. Content and Bias/Sensitivity Review (Educator Meeting). The Offeror must present its plan for CDE review followed by field review of the items and associated scoring rubrics. All alternate assessment items are to be reviewed upon the completion of item editing. Each item must be reviewed by an Content and Bias/Sensitivity Review Committee in each content area to assure that the item is of high quality, that it is aligned with a skill in the Extended Evidence Outcomes for that content area, that it measures the skill in a sound manner, and that the item does not unfairly advantage/disadvantage any student, and that it is not offensive to students, parents, or the public. This committee should also review the overall content coverage of the set of items, noting any areas where the alignment of the set of assessment items is weak. Each committee will review each batch of items prior to stand-alone field testing as well as prior to embedded field testing of the items.

It is expected that content and bias/sensitivity review meetings can be conducted in two (2) days, with a shorter amount of time being devoted to science and social studies than to mathematics and combined reading/writing meetings. For each content area, approximately two (2) teachers experienced in educating special needs students and three (3) content specialists for each subject area will need to participate. Based on scheduling, teachers experienced in educating special needs students can likely participate in multiple categories; however, content specialists will only be able to participate in one category. During the initial development, it is expected that these meetings may take an additional day. In years when the review will take more than three days, the Offeror must intend to break into two meetings. Offerors may propose adjustments to these expectations based on their experience. Initially, these meetings must occur face-to-face. As the alternate assessment matures, Offerors may propose to conduct these reviews either in person at meetings to be held in Denver, CO, or through the use of an electronic item review system. In either case, the Offeror will need to describe how it will protect the confidentiality of the items before, during, and after the review meetings.

Table 30
Number of Educators per Grade Span Content Area Committee

Content Area	Elementary	Middle	High
Reading/ Writing	2 special education 3 content	2 special education 3 content	2 special education 3 content
Mathematics/ Science/Social Studies	3 special education 4 content	3 special education 4 content	3 special education 4 content

If Offerors propose to use electronic means for conducting the item reviews, Offerors must provide detailed information on the electronic system they propose to use and provide illustrative graphics that show the review capabilities of their system(s) and/or provide online access to the system for CDE to review.

The issues noted by each review committee must be corrected by the Successful Offeror or the item(s) should be deleted from the pool of items.

The Successful Offeror will be responsible for providing CDE the number of items accepted as is, the number of items accepted with revisions and the number of items rejected.

The Successful Offeror is expected to take the lead role in training the educators and facilitating each one of the Item Review Committees IRCs. The Offeror must indicate in detail what materials it proposes to use for these meetings, as well as how these materials will be created, reviewed by CDE, and used. All materials must be reviewed by CDE at least one week prior to the meeting to allow time for revisions to be made prior to printing.

The Successful Offeror will be responsible for all costs associated with this educator meeting. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 90-91, including Tables 25 and 26.

B.4.5.f. Field Testing (Initial and Embedded). All newly created items for the alternate assessment are also to be formally field tested. For the first year of the contract, field testing will be conducted as a stand-alone activity. The Offeror must provide its plan for conducting the stand-alone field test (e.g., how many items of each type are to be field tested, how many items will be in each form, and the number of test forms needed to accommodate the number of items to be field tested at each grade level). The Offeror's plan for field testing must include how the materials will be prepared for field testing, including test forms, coordinators directions, and proctors directions.

In subsequent years, field testing will be embedded. The Offeror must describe its detailed plan for embedding field test items in operational forms (e.g., how many items of each type are to be field tested, how many items will be in each form, and how many test forms will be needed to accommodate the number of items to be field tested at each grade level). While there will be only one Core operational form, the use of embedded field testing will result in multiple forms used during each administration, differing only in the field test positions of each. The Offeror must indicate the number of forms needed in Mathematics, Reading, Writing, Science, and Social Studies.

The purpose of this step in the development process is to determine how each item performs when administered in an actual setting so that the new items can be placed on the same scale as the operational items. The field test sections must be placed in each of the operational sessions for the actual assessment booklet. This will permit items to be included in future assessments near the position in the operational assessment where they were field tested.

B.4.5.g. Data Review (Educator Meeting). The Offeror must provide its plan for CDE and field review of data resulting from field testing of the alternate assessment. During these meetings, educators will recommend which flagged items should not be used; which should be revised and re-field tested; and which should be used operationally, including justification for their use despite the flags.

It is expected that these meetings will take no more than one day for all content areas. Initially, these meetings must occur face-to-face. These reviews may be held in conjunction with the IRC meetings; however, educators should not be asked to be out of their classrooms for more

than two days in a row. As the alternate assessment matures, Offerors may propose to conduct these reviews either in person at meetings to be held in Denver, CO, or through the use of an electronic item review system. In either case, the Offeror will need to describe how it will protect the confidentiality of the items before, during, and after the review meetings.

Table 31
Number of Educators per Grade Span Content Area Committee

Content Area	Elementary	Middle	High
Reading/ Writing	4	4	4
Mathematics/ Science/ Social Studies/	5	5	5

If Offerors propose to use electronic means for conducting the item reviews, Offerors must provide detailed information on the electronic system they propose to use and provide illustrative graphics that show the review capabilities of their system(s) and/or provide online access to the system for CDE to review.

The Successful Offeror is expected to take the lead role in training the educators and facilitating each one of the data review teams. The Offeror must indicate in detail what materials it proposes to use for these meetings, as well as how these materials will be created, reviewed by CDE, and used. All materials must be reviewed by CDE at least one week prior to the meeting to allow time for revisions to be made prior to printing.

The Successful Offeror will be responsible for all costs associated with this educator meeting. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 90-91, including Tables 25 and 26.

- B.4.6. **Form Development.** The Offeror must describe in detail how it will select the items to be used in the operational forms for the Colorado Alternate Assessment each year. The plan for the development of the forms must include consideration of the number of anchor items needed to equate the measures from year to year, the number of new operational items to be included, and the number and position of new items to be field tested. Maximum number of exposures for items must also be addressed.

This plan must also describe how the Offeror will assure that the equating of the assessment from year to year is supported during development. This must include the manner in which the item bank will be utilized to select the operational items as well as the field test items, and what percentage of pre-used items the Offeror proposes be used again.

Table 32 shows the item refresh rates for each of the item types in the alternate assessments. These rates apply across all of the content areas. Based on experience and expertise, Offerors are encouraged to provide alternate item refresh rates that maintain test security, allow for released items, support technical adequacy, and promote cost efficiencies.

Table 32
Item Refresh Rates

Item Type	Annual Refresh Rate with New Items
Selected Response	≈25%
Short Constructed Response	≈50%

There will be one common set of items. The Offeror must indicate how many forms will be needed to accommodate the field testing requirements.

B.4.7. Accommodated Materials and Administration Procedures.

- B.4.7.a. Accommodated Procedures. It is expected that within the standardized test administration procedures there will be adequate flexibility in presentation mode and response mode to allow students with a variety of communication, sensory and physical disabilities access the test. For use with the alternate assessment, Offerors must provide a list of appropriate assessment accommodations for English learners. Accommodations listed must be supported by the most current research for this population. The list must describe the test accommodations and supports that allow access for students with disabilities to most fully participate in each assessment without interfering with the measurement of the constructs. Offerors shall also discuss accommodations which would threaten the validity of the alternate assessment by interfering with the constructs being measured.
- B.4.7.b. Certification for District Translators. Colorado has historically allowed districts to translate this assessment into languages other than English. The Offeror must describe a process for providing certification of district translators to ensure that valid translations are made.

B.4.8. Document Development.

- B.4.8.a. District and School Assessment Coordinators Manual. The Offeror must describe in detail the contents of the District and School Coordinators Manual for the Colorado Alternate Assessment, as well as the planned processes for creating and proofing the manual. The District and School Alternate Assessment Coordinators' Manual will provide an overview of the alternate assessment program, responsibilities of the DAC, responsibilities of the SAC, directions on how to prepare for the alternate assessment, how to maintain materials securely, how to distribute and collect materials, how to receive and return materials, etc. For cost estimation purposes, Offerors should assume that the District and School Assessment Coordinators Manual will be 48 pages in length. This is not a secure document and will be produced only in electronic form downloadable from the Successful Offeror's DAC and CDE website. It may be determined that the document will be more user-friendly if broken into two separate documents, with one focusing solely on the receipt, distribution and returning of the materials. The table of contents from the current School and District Assessment Coordinators Manual may be found in Appendix A. The table of contents from the current Procedures Manual may be found in Appendix B.
- B.4.8.b. Examiners Manuals. The Offeror must describe the steps it will follow to create the Colorado Alternate Assessment Examiners Manuals. The Examiners Manual will include, at a minimum, changes or clarifications to the alternate assessment from the previous year, an annual timeline of assessment activities, security procedures, specific

alternate assessment administration procedures, instructions for how to package and return materials to the school assessment coordinator, and instructions for the online system Test Examiners will use to upload scores. The Offeror must describe in detail the contents of the Examiners Manual, as well as its planned processes for creating and proofing the manual.

Currently, the CoAlt Examiners Manual is approximately 28 pages. The manuals will be printed and distributed to the DACs, as well as made available in electronic format from the Successful Offeror's DAC and CDE websites.

B.4.8.c. Certification Forms. The Offeror must describe the steps it will take to develop DAC, SAC and Examiner certification forms indicating that ethical standards, security procedures and standard assessment administration procedures were followed throughout the assessment process. Forms must also include space to indicate deviations from any of those. The Offeror must describe an efficient means to collect, document and store these certifications.

B.4.8.d. Test Booklets and Answer Documents. The Offeror must describe the steps it will follow to create the test booklets and answer documents for the alternate assessments. The answer documents must include grids for recording student name, accommodations codes, test invalidation code, state use only and district use only information. Examiners will input the scores and relevant information into the online scoring submission tool.

Taking into consideration administration efficiencies, ease-of-use by the student and examiner, security concerns and cost, the Offeror must describe and illustrate the test booklet/answer documents that it proposes to use. All student booklets will be produced in 18-point typeface. The Offeror must provide documentation of the rationale for what is being proposed.

B.4.8.e. Ancillary Materials. Current ancillaries for the CoAlt include paper geometric shapes, wooden blocks and dice, in addition to printed answer choices, reading passages, and additional printed materials needed to access the assessment. Other manipulatives may be required to fully measure the Colorado Academic Standards Extended Evidence Outcomes. The Offeror must describe in detail how it will develop the manipulatives.

B.4.8.f. Sample/Released Items. Each year it is CDE's goal to release and post on the CDE website CDE staff approved alternate assessment items of each type in each content area and grade. The items must be presented in a way that they are easily downloadable for use in the classroom. For all items, standard(s) measured by the item and item statistics must be provided for educator use. For selected response items, correct answers must also be identified. For constructed response items, scoring guides must also be provided.

The Offeror must describe the support materials it intends to develop to meet this specification, as well as the steps it will follow to develop and produce those materials.

B.5. Assessment Administration

B.5.1. Work Plan. The Offeror shall describe in detail its plan for the assessment administration of the tests. This plan must describe each step in the assessment administration process and must be reflective of the schedule presented under B.3.1 for all assessment administration activities from start to finish for each assessment year.

B.5.2 Test Window. Currently, Colorado administers its alternate assessments starting in the second week of February through the third week of March. CDE desires to move the assessment window as late in the school year as possible, taking into consideration the regular summative assessment. Testing must be completed no later than the second Friday in May. The Offeror shall provide suggested test windows taking into consideration end of year and reporting expectations.

B.5.3. Materials Ordering.

B.5.3.a. Pre-ID File and Labels. The Offeror shall provide student-identifying information (pre-ID) for the alternate assessment that is preprinted on labels that may be affixed to student answer documents, scanned electronically, and that can be read visually by an individual. The intent of pre-printing information directly onto the labels is to minimize administration preparation in the field. Consistent with that, labels should be printed and packaged in a way that facilitates ease in distribution (ex. by school, grade, last name, first). The Offeror must indicate how it proposes to do this. Offerors may describe alternatives in the response to this specification, including a rationale for why an alternative method is better, less expensive, and less labor-intensive for the district and school staff.

Currently, CDE supplies the testing vendor with an enrollment database from a voluntary PreID Labels Data collection, which takes place in January. Districts who choose not to participate receive PreID labels based on data submitted for the Student October Count file, which is also included in the file from the PreID Labels Data collection. The data from this file will also be used to pre-populate the materials ordering database.

Offerors must describe, in detail, plans for ensuring quality control of the pre-coding of student answer documents and student data labels commensurate with a high stakes alternate assessment program.

B.5.3. b. Materials Ordering System. The Successful Offeror shall provide an online electronic ordering system for District Assessment Coordinators to use for the Alternate Assessment. The system must pre-populate using the Pre-ID file provided by CDE. The system will allow DACs to adjust their total student numbers and materials orders. The Successful Offeror shall provide illustrative screens showing its online ordering system in training materials and in user manuals.

The Successful Offeror shall confirm district/school orders for materials using a web-based verification system. The Successful Offeror shall ensure that each district's order size is reasonable when it

is submitted. The Successful Offeror shall contact any districts requesting an unusual order before materials are shipped.

B.5.3.c. Online Roster. The Pre-ID file will also be used to generate the initial roster for the inclusion in the online score submission system. The Offeror shall explain the process for roster creation, district verification, and roster additions and deletions.

B.5.3.d. Additional Materials Ordering. Last minute shortages of assessment materials shall be handled quickly and efficiently by the Successful Offeror as specified in procedures mutually agreed upon by the Successful Offeror and CDE. The Successful Offeror shall provide an online electronic ordering system for District Assessment Coordinators to use to order extra testing materials for the alternate assessment. This system must provide verification that the orders have been filled and provide details about when and how the shipments were made. The Offeror shall provide illustrative screens to show its online ordering system. Proposals must clearly detail the procedures for handling last minute issues such as these.

In addition, the Successful Offeror shall be responsible for providing a list of which districts submitted additional orders, what they ordered and whether they had participated in the original materials ordering window(s). This will assist in identifying districts that may need to be contacted the following year during the initial ordering window(s).

B.5.4. Document Production.

B.5.4.a. Examiners Manuals. The Offeror must describe in detail how it will produce the Examiners Manuals for the Colorado Alternate Assessment. Offerors must describe in detail its plans for ensuring quality control of the production of the administration manuals commensurate with a high stakes assessment program.

B.5.4.b. Test Booklets/Answer Documents. Currently, CDE utilizes a Test Examiner Protocol which contains test questions and answer choices for the Test Examiner to mark during the assessment.

The Offeror must describe the manner in which the student assessment booklets will be produced. All student booklets will be produced in 18-point typeface. Braille and enlarged print booklets will be produced by local districts and will not be the responsibility of the Successful Offeror. Details such as print colors, page weight, opacity, and so forth should be included. The Offeror must provide costs for high discrimination grey scale.

Offerors must describe in detail its plans for ensuring quality control of the production of the test booklets/answer documents commensurate with a high stakes assessment program.

B.5.4.c. Ancillary Materials. Current ancillaries for the CoAlt include paper geometric shapes, wooden blocks and dice, in addition to printed answer choices, reading passages, and additional printed materials needed to access the assessment. Other manipulatives may be required to fully measure the EEOs. Currently ancillaries are distributed with

the assessment, and are available in electronic format. The Offeror must describe in detail how it will develop the manipulatives.

The Offeror must describe in detail its plans for ensuring quality control of the ancillaries commensurate with a high stakes assessment program.

B.5.5. Secure Distribution, Collection, Storage and Destruction.

- B.5.5.a. Packaging. Materials will be packaged according to district and school and sent to the DACs. Accurate assembly of assessment materials is critical to the smooth operation of the Colorado Alternate Assessment program. The Offeror shall describe in detail how the assessment materials will be picked and packed, including how overages will be calculated and included. The Offeror should assume a 10% overage of all materials are maintained by the Successful Offeror for coverage of any shortages reported by local school systems, and describe in detail the manner in which inventories will be monitored so that impending shortages can be avoided, or if noted, rectified before they prevent the filling of initial orders or re-orders.

The Offeror must describe in detail its plans for ensuring quality control of the packaging commensurate with a high stakes assessment program.

- B.5.5.b. Distribution and Collection. The Successful Offeror shall be responsible for the distribution and collection of testing materials for the alternate assessment, including outgoing and incoming assessment materials, as well as hard copies of reports. Secure bonded freight carriers and/or courier services will be used for distribution and collection. Delivery and collection activities must conform to a rigid date/time schedule set by CDE. When shipping the district's test materials requires more than one box, the Successful Offeror shall indicate the actual number of boxes that have been sent (e.g., Box 1 of 10, etc.). The Successful Offeror shall use a brightly colored label on the outside of each box. This label will include the wording "ATTENTION: District Assessment Coordinator" (or other district personnel as stipulated by CDE) to indicate that the enclosed materials should be brought to the immediate attention of the appropriate district personnel. The size of the label must be appropriately large.

Because the materials will contain secure and individually identifiable materials, all materials must be shipped with signature required for delivery. Verification of receipt of 100% of the shipments is required.

The Offeror shall describe a secure manner for shipping assessment materials that includes tracking and accounts for packages at each step in the shipment process. Delivery of shipments is required no later than fourteen days before the assessment begins. CDE will provide shipping and contact information for each DAC.

The Offeror must describe how it will collect testing materials, including those created by districts, at its expense upon the completion of the assessment. The Successful Offeror will need to provide a secure means for returning the assessment materials, with signatures required at each step of the return process.

The Offeror must describe in detail its plan for ensuring quality control of the distribution and collection of assessment materials commensurate with a high stakes assessment program.

B.5.5.c. Materials Storage and Destruction. The Successful Offeror shall archive or retain non-scorable material for 6 months (180 days) after reporting. Upon expiration of the aforementioned time periods, the Successful Offeror must request CDE permission to destroy the stored material before doing so. The Offeror must indicate how it proposes to do this. Electronic files shall be retained for the life of the contract plus 12 months.

B.5.5.d. Disaster Recovery. The Offeror shall recommend an industry-standard recovery approach that meets applicable CDE standards with a reasonable expectation that testing requirements can be successfully achieved. The disaster recovery approach shall include a description of how materials and data for this project will be backed-up and recovered in the case of an emergency. CDE shall have final approval of the disaster recovery solution. The Offeror shall confirm its understanding and acceptance of this requirement.

B.5.5.e. Verification. The Successful Offeror shall provide services associated with the pre-ID and security barcode capture and data application. The Offeror shall provide a description of its procedures to account for all secure test materials. Within 5 days of the date(s) that the Successful Offeror is to receive returned materials from the spring assessment(s), the Successful Offeror shall provide a written report to CDE of all districts that have not returned their materials (box level). Semi-weekly (twice per week) reports shall be provided with the addition of partial shipments and test booklet count discrepancies until all secure materials have been accounted for. Resolutions shall also be indicated. The Successful Offeror is responsible for contacting districts to resolve these issues. A final security report recording that all secure materials have been accounted for shall be provided to CDE within one week of all materials being accounted for.

B.5.6. Test Monitoring.

B.5.6.a. Fidelity to Test Administration and Security Procedures. The Offeror must describe in detail the steps that it would take to monitor the fidelity with which the test administration and security procedures for the Colorado Alternate Assessment are being applied. This should include a plan for on-site monitoring of the administration, as well as the use of forms certifying that applicable test administration and security procedures were followed to be signed by DACs, School Assessment Coordinators and test proctors. In addition, the Successful Offeror shall compile issues and questions brought to the attention of the Successful Offeror by CDE, DACs, and others. This compilation should inform discussions regarding which procedures may need to be clarified or enhanced in future years.

The Successful Offeror will provide assistance and support to CDE in strengthening Colorado's overall security procedures. This may include confirming that state-of-the-art processes, policies, and materials are being employed for the new state assessments. CDE welcomes evaluations and recommendations regarding improvements to training

materials, methods dealing with security processes at the state level and in districts and schools, and procedures for dealing with possible security breaches. The integrity of the test scores depends on adherence to rules governing the program in the preparation of students, test administration, and the handling of answer sheets after testing. In addition, Section B.8.14 of this RFP addresses employing data forensic statistical analyses to evaluate the likelihood that any of the test results were not earned fairly.

- B.5.6.b. Reported Violations of Administration and Security Procedures. In Colorado, DACs are expected to report violations of administration and security procedures to CDE. Should a DAC contact the Successful Offeror, the Successful Offeror shall redirect the DAC to CDE and verify with CDE that the issue was appropriately reported. The Offeror shall confirm its agreement to meet this requirement.

B.6. Scoring.

- B.6.1. Work Plan. The Offeror shall describe in detail its plan for the scoring of the tests. This plan must describe each step in the scoring process and must be reflective of the schedule presented under B.3.1 for all scanning and scoring activities from start to finish for each assessment year.
- B.6.2. Scoring Guidance. The Successful Offeror shall develop and maintain scoring guidance to maximize reliable scoring on the part of the teachers. CDE will review and approve any changes to the scoring guidance, including scoring rubrics and/or the scoring rules contained in it before they are utilized in the scoring of alternate assessment operational assessments. The Offeror shall describe how it proposes to do this. The scoring guidance developed and used for scoring of released items should be made available to classroom teachers each September for teacher use in “scoring” the work of their students.
- B.6.3. Scoring Processes.
- B.6.3.a. Resolution of Student, School and District Data During Scoring. The Successful Offeror shall collaborate with CDE to resolve discrepancies among student, school and district data. Colorado has a unique student identifier system in place that will be used for resolution of student data. The Offeror must address the following issues regarding documents and data:
- Describe the capacity and process of ensuring accurate data files. Include a description of quality control measures and documentation.
 - Describe the procedures the Offeror will use to ensure that data will be kept confidential and secure.
 - The Successful Offeror will provide data to CDE, other contractors and agents working for CDE so that others can perform the necessary quality control analyses, and associated documentation before s score reports are released on a schedule to meet CDE contractual deadlines.
- B.6.3.b. Teacher Scoring. The Offeror must describe in detail how it will develop and document valid and reliable scoring procedures for the Colorado alternate assessment.

- B.6.3.c. Scoring Monitors. The Successful Offeror must recruit, train and assign approximately eight scoring monitors to provide secondary scoring throughout the State. All scoring monitors must have sufficient knowledge of the alternate assessment content, administration, and student population to serve as validation experts and meet all of the pre-determined criteria that define them as experts in the evaluation of the alternate assessment testing population. The criteria used for selecting the scoring monitors will be that they: (1) have more than 5 years of experience as a certified teacher; (2) are familiar with the alternate assessment population, (3) are subject matter experts regarding alternate assessment test designs and alternate assessment rubrics, and (4) represent different regional locations to get an adequate distribution across the State. The sampling plan must be developed with the goal of providing an adequate number of expert scores from a representative sample of the alternately assessed students to be able to generalize results to the larger alternately assessed population.

A training program must be developed by the Successful Offeror to prepare the scoring monitors to be consistent in their approach and scoring for the expert-scoring task. In preparation for the training, scoring monitors will be asked to review the alternate assessment manuals, scoring rubrics, score procedures, and alternate assessment sample items. Group training for the eight scoring monitors will be conducted by the Successful Offeror and CDE staff via WebEx, including review and group discussion of the test materials, test administration, and the monitor protocol. In addition, videos of students being scored will be presented to the group of monitors. The scoring monitors shall provide an expert score for students' performance using the same materials and protocol as the teacher giving the first (primary) score for the student assessment. Expert scores will be collected annually during the alternate assessment operational test window. The Successful Offeror will compare the expert scores to the operational test scores for students in the sample to establish inter-rater agreement statistics, preferably by grade and content area.

The Successful Offeror will be responsible for providing stipends or substitute reimbursement for the monitors, as well as reimbursing for mileage and relevant meals. For purposes of budgeting, Offerors should refer to the introduction to this component on pages 90-91, including Tables 25 and 26.

- B.6.3.d. Online Score Submission System. The Successful Offeror shall provide an online score submission system for use for the alternate assessment. Offeror's shall describe the system they propose to use, including the role of the DAC's, SAC's and examiners in setting up the system, reviewing students enrolled in the system, submitting scores and verifying that scores have been submitted. The system must allow for all demographic data to be entered, as well as accommodations and non-tested codes. The system must also allow for the inclusion of questions related to the testing experience and students typical performance to provide validity and reliability evidence.

B.7. Reporting of Data Files and Assessment Results.

- B.7.1. Work Plan. The Offeror shall describe in detail its plan for the reporting of data files and results of the assessments. This plan must describe each step in the reporting of data files and assessment results process and must be reflective of the schedule presented under

B.3.1 for all reporting of data files and assessment result activities from start to finish for each assessment year.

B.7.2 Data. All raw student data must be provided to CDE by the Successful Offeror.

B.7.2.a. Data Integration. Colorado is part of the Shared Learning Collaborative which will use the Shared Learning Infrastructure (SLI) Data Store. The Application Programming Interface (API) contains the building blocks necessary to create SLI applications. The SLI Data Store is strictly governed by the API. Therefore, applications provided by the Successful Offeror shall be SLI-compatible, such that they integrate with the API. Web-based applications requiring complex navigation and non-web-based applications are not suitable for SLI portal integration. Additional API information is available at slcedu.org.

To facilitate data integration with the SLI Data Store, data must be exported to one or more of the data exchange formats defined by the SLI Bulk Data Ingestion and Validation layer. These formats include:

- Standardized XML (Ed-Fi Interchange Format)
- Comma Separated Values (CSV) Format
- Schools Interoperability Framework (SIF)

[The Offeror shall describe how it will meet this requirement.](#)

B.7.2.b. Data Files. The deadline for posting the initial individual student level file for the districts is the first Friday in June. The exact content, naming conventions, definitions of data elements, and file type shall be clearly documented and agreed upon by the Successful Offeror and CDE at least three (3) months prior to test administration.

The Successful Offeror shall provide full state data files to CDE. The Successful Offeror will maintain the proper identification of each student and the accurate matching of the student to the test results using the identification number for each student. The data file shall contain all information gathered on each student during the test administration and scoring period including but not limited to:

- School and district name and identification number assigned by CDE designating where the student was tested;
- Responses to individual items; and
- All raw and derived data

The state data file shall be transmitted to CDE. The exact content, naming conventions, definitions of data elements, and file type shall be clearly documented and agreed upon by the Successful Offeror and CDE at least three (3) months prior to test administration.

At a minimum, the state file must include all elements that have been used in reporting. The Successful Offeror must provide PDF version of the state file to CDE.

B.7.2.c. Data Documentation. The Successful Offeror must develop data specification/file layouts, definitions, and formats in collaboration with CDE technical staff to document all data provided to CDE. The Offeror shall confirm its agreement to fulfill this requirement.

B.7.2.d. Data Ownership. CDE shall own the raw and final data generated through the contract awarded from this solicitation. The Offeror is not allowed to utilize data generated through the Colorado alternate assessments for its own purposes. Any usage of the data generated through activities related to this RFP may not be used for purposes outside of this RFP without prior written approval from the data owners. CDE may choose to report the data in additional reporting layouts. Additionally, electronic images of the state level summary report by grade must be delivered to CDE. These images shall be in a format mutually agreed upon by the Successful Offeror and CDE. The Offeror must confirm its agreement with this requirement.

B.7.2.e. Student Biographical Data Review (SBD). After testing, districts are provided with the opportunity to review the demographic data generated from the electronic score submission system. Student Biographical Data (SBD) review allows school districts the opportunity to verify the accuracy of the demographic data submitted for each student assessed in Colorado. The review process occurs after all testing has been completed and scores have been submitted, but before all assessments final results are made available. SBD is not a mandatory process and districts decide whether or not to participate. The Successful Offeror supplies the demographic data file to CDE to post for secure online file exchange via the CDE Automated Data Exchange system and CDE returns the updated demographic data to the Offeror. The Offeror must describe its plan to complete this activity.

B.7.3. Score Reporting.

B.7.3.a. Quality Control. The Successful Offeror shall ensure that all data operations for the Colorado Alternate Assessment are subject to multiple checks for accuracy before they are released. The Offeror must include in its proposal a full and complete description of its quality control procedures used in the reporting process, for CDE review. The procedure should include hand calculations of a sample of student reports, and aggregation of student results from the school level to the district level. This should first take place with a test deck of mock student data when the scoring and reporting system is first finalized, and then be repeated when the first live student data is received. The goal is to demonstrate that the scoring and reporting system is error-free. The Offeror must indicate in detail how it proposes to do this.

The Successful Offeror shall develop and implement quality control procedures for checking the accuracy of all test information, all student scores and identification, and all summary data. The standard for the error rate of data reports provided by the Successful Offeror is zero (0.0).

The Successful Offeror must plan and prepare quality assurance (QA) schedules that will allow work to flow in a timely, effective manner while maintaining high quality deliverables. CDE must review and approve the QA schedules annually. The Offeror must indicate how it proposes to do this.

The Successful Offeror will create detail logs that trace the application of QA procedures to the state score reports after each administration. The Successful Offeror is responsible for maintaining quality products and services in all aspects of the assessment program component from initial development of training materials to the production of electronic data files and score reports. The Offeror must indicate how it proposes to do this.

- B.7.3.b. Formatting of Reports. Assessment results for the Colorado Alternate Assessment are to be reported in a “user friendly” format. CDE is especially interested in reporting approaches that provide actionable information for students, parents, and classroom teachers. The reporting system must be designed to complement instruction and to facilitate the use of assessment results to improve student achievement. Reports must reflect areas of strength as well as areas that need to be targeted for instruction.

CDE requires the Successful Offeror to utilize feedback from students, parents, administrators and teachers on report shells and content when designing and creating the reporting system. The Offeror must describe in detail how it proposes to fulfill this requirement.

The design and layout of reports will be initiated in a timely manner so that CDE has sufficient time to review the reports and to provide feedback to the Successful Offeror. This timeline must be incorporated into the detailed schedule that will be included in each proposal.

- B.7.3.c. Individual Student Reports. Score reports shall fulfill the Federal reporting requirements of the Elementary and Secondary Education Act. Specifically, the reporting system shall meet the expectations outlined in current Peer Review requirements. The Offeror shall indicate how it proposes to fulfill this requirement.

At a minimum, individual score reports shall summarize the student’s performance in all content areas on which the student was assessed. This report shall include an overall transformed scale score, performance level, performance level descriptor, and sub-scores for each content area tested. Two (2) paper copies (one for the school’s student permanent folder and one for the parent) and an electronic version of individual student score reports shall be prepared that summarize the student’s performance. The reports must include an indication of measurement error, such as error band graphics; relevant comparative information such as a bar chart displaying student scale score, school scale score mean, and district scale score mean, and explanatory narrative on all reports where appropriate. Proposals should include sample score reports.

Report shells translated into Spanish with explanations will have to be created.

Additionally, Colorado is interested in providing reporting measures that contain actionable information, such that teachers and parents can use results to connect students with targeted instructional and leisure-time materials that meet and challenge the student’s abilities, interests and learning objectives. Should the Offeror propose to utilize the scores of a Subcontractor that can help identify appropriate reading materials, those costs must be listed as an option.

The Offeror shall describe how it proposes to fulfill this requirement and shall provide a graphic to illustrate what the proposed reports would look like.

- B.7.3.d. State/District/School Reports. The Successful Offeror will prepare summary reports at the state, district, and school levels. The same data reported on the individual student report must be aggregated for state/district/school reports. Additionally, state/district/school reports must

provide disaggregated data by student population and trend data. Electronic reports must be generated that summarize the performance of the state/district/school on all components of the assessment taken and on any sub-domain or instructional objective sub-score. Exact content and format for each of the reports and files listed below will be further refined during the project. The Successful Offeror will be responsible for the following:

- State PDF reports of summary and disaggregated data by grade and content area
- State file of data used to populate the district summary and disaggregated reports by grade and content area
- State file of data used to populate the school summary and disaggregated reports by grade and content area
- District PDF reports of summary and disaggregated data by grade and content area
- District file of data used to populate the district summary and disaggregated reports by grade and content area
- District PDF reports of school level summary and disaggregated data
- District file of data used to populate the school level summary and disaggregated reports
- District file including PDFs of all individual student level reports
- School PDF reports of summary and disaggregated data by grade and content area
- School file of data used to populate the school summary and disaggregated reports by grade and content area
- School file including PDFs of all individual student level reports
- School file of all individual student level data

B.7.3.e. Report Approval. After CDE has approved the report formats and the type of information that will be included on the reports, the Successful Offeror will prepare accurate printed examples of the reports using mock data. The Successful Offeror will submit the report mockups to CDE for approval before proceeding with creation of the final score reports.

Following each test administration of the Colorado Alternate Assessment, the Successful Offeror will print score reports for a small number of selected school districts and submit these reports to CDE for approval before any other reports are produced. The first school districts processed will be mutually agreed upon by the Successful Offeror and CDE and will be considered a trial run of the reporting process. This report printing/approval process by CDE will be designed to be completed within a period of two to three days. The Offeror must indicate how it proposes to do this.

Prior to the distribution of reports, the Successful Offeror will provide computer readable student level data files to CDE. Prior to the first transfer, the Successful Offeror and CDE will mutually agree upon the exact format of the data files. However, the Successful Offeror should plan for the first transfer to be a direct electronic transfer to an agreed-upon secure server via FTP to be followed with an acceptable computer readable media (DVD preferred). The computer readable data file will include an indicator that specifies whether the student's biographical information was obtained from a pre-ID. The Offeror must indicate how it proposes to do this.

- B.7.3.f. Reporting Dates. With standard setting occurring in the first year of administration, CDE acknowledges that the initial reporting date may need to be later than preferred. Colorado prefers that results be returned no later than the first Friday in June. The Offeror is asked to present test windows and reporting dates for each type of reporting (ex. individual student reports electronically, school and district electronic reporting, as well as options of reporting some scores shortly after testing).
- B.7.3.g. Report Dissemination. The Successful Offeror shall maintain security of all individual test results. Individual test information shall be made available only to CDE, authorized school district personnel, and other entities identified and authorized by CDE. The Offeror shall indicate how it proposes to do this.
- After approval of the test run of a limited number of selected and agreed-upon districts, the Successful Offeror shall provide all of the score reports and files to school districts as early as possible. The two copies of the Student Score Report must be provided in a paper copy so that one copy can be distributed to parents and the other retained in the student's permanent folder. Other reports are to be provided in electronic format to districts and schools, such as via a secure web site or by a CD delivered to districts by a secure carrier. Paper copies of individual student reports shipped to school districts shall be packaged to allow districts to easily separate the reports and to distribute them to individual schools. CDE will provide a list of names, emails, and mailing addresses for each district's assessment coordinator.
- B.7.3.h. Reporting Errors. The Successful Offeror will immediately notify CDE when an error in reporting has been discovered. The Successful Offeror and CDE will develop a plan for correcting the error. The plan will include a description of how timely and forthright information will be communicated to all affected stakeholders.
- B.7.3.i. Reprinting. In the event that a district needs to have score reports reprinted, the DAC may contact the Successful Offeror to request the necessary reports. The Successful Offeror will charge the district a set-up fee and a per-report fee for the specific reports requested. Before work begins, the district will need to provide a purchase order for the job to the Successful Offeror. CDE will not be responsible for the fees associated with the reprinting of score reports. For informational purposes, each Offeror is asked to provide its proposed rates within its cost proposal.
- B.7.3.j. Assessment Interpretive Guide. Annually, the Successful Offeror will develop an Interpretive Guide to assist parents and teachers in interpreting assessment results from the Colorado Alternate Assessment. The Offeror must describe in detail the contents of the guide, as well as its proposed process for creating and proofing it. This Guide shall be downloadable from CDE's website. The Successful Offeror will annually submit this guide to CDE for approval prior to posting. The Interpretive Guide must be available prior to the release of reports. For cost estimation purposes, the Offeror should assume that the Interpretive Guide will be 40 pages in length. CDE will consider the Offeror's suggestions for alternative formats or distribution strategies for this Guide.

The Interpretive Guide should be formatted in such a way that pertinent information can easily be copied at the school building for distribution to

teachers or parents. The format should have information that is specifically targeted to parents. This information should start and end with page breaks so that a parent does not get a partial page with information before or after the page break that is out of context. Parent information pages and the teacher information pages should each “stand alone.”

The URL for the Interpretive Guide will appear on all levels of reports.

B.8. Psychometric, Research, and Technical Activities

B.8.1. Work Plan. The Offeror shall describe in detail its plan for the psychometric, research, and technical activities of the tests. This plan must describe each step in the psychometric, research, and technical activities, and must be reflective of the schedule presented under B.3.1 for all psychometric, research and technical activities from start to finish for each assessment year.

B.8.2. Field Testing.

B.8.2.a. Sampling Design. The Offeror must provide a description of its sampling plan for the field test stage of item development for the Colorado Alternate Assessment. The plan must include a description of the proposed participant selection and recruitment methodology. The plan must also include the Offeror’s strategy for ensuring that students from all relevant sectors of Colorado’s diverse population are represented at this stage of the development process. The Offeror must indicate how many students will be needed to adequately and accurately generate all relevant testing information, including item statistics to determine item quality. Any relevant empirical evidence that supports the Offeror’s proposed sample size should be included.

B.8.2.b. Psychometric Analysis of Field Test to Support Operational Assessment. Examination of response data from the field test stage will inform which IRT model is most appropriate for use with the small samples that may be obtained on the Colorado Alternate Assessment component. The Successful Offeror will conduct a study to investigate which model best fits the needs of Colorado, and final model selection will be based on collaboration among CDE, the TAC, and the Successful Offeror.

Dependent upon the model chosen, item data from the field test of the alternate assessment must include the appropriate statistics. The Offeror must describe its plan for providing each of these item data components and the method to be used for calculations. The Offeror must also describe its approach to item calibration, including its approach to parameter estimation and any proprietary or third party software to be employed.

The Successful Offeror must provide CDE with all appropriate test statistics and information including test information functions, differential test function information, and validity and reliability measures from the field test. The Offeror must describe its method for establishing reliability across the examiners.

The Successful Offeror will produce a report of recommendations for changes to the operational assessment based on field test results. The report should include item development process revision recommendations, administration materials and process revision recommendations, and an analysis of anchor pools available for operational testing.

- B.8.3. Operational Analysis. Item data from the operational assessment of the Colorado Alternate Assessment must include appropriate IRT item and task parameters, distractor and bias sensitivity analysis, and fit and DIF statistics based on the Successful IRT model. The Offeror must describe its plan for providing each of these item data components and the method to be used for calculations. The Offeror must also describe its approach to item calibration, including its approach to parameter estimation and any proprietary or third party software to be employed.

The Successful Offeror must provide CDE with all appropriate test statistics and information including test information functions, differential test function information, and validity and reliability measures. The Offeror must describe its method for establishing reliability across examiners. A description of the method to be used for standard errors of measurement calculation should also be included.

The Successful Offeror will produce a report of recommendations for changes to the future Colorado alternate assessments based on operational assessment results. The report must include item development process revision recommendations, administration materials and process revision recommendations, and an analysis of anchor pools available for future operational testing.

B.8.4. Scaling and Standard Setting.

- B.8.4.a. Vertical Scale Design. CDE would like advice on constructing vertical scales across grades for Mathematics, Reading and Writing using multiple-choice and constructed response items for the alternate assessment. The Offeror must make evidence-based recommendations about whether or not Colorado should use vertical scaling for its alternate assessments. It must also propose a method of vertical scaling to be approved by the TAC, including a detailed plan for how vertical scales can be computed using all of the aforementioned item types.

Should Colorado move forward with a vertical scale design, the Successful Offeror will need to identify scaling problems as early as possible so that they can be resolved in time for operational testing. Preliminary linking and analysis should be done as early as possible to identify any lack of continuity between grades or possible differences in construct that prevent solid scale construction. The scaling design needs to address how cross-grade scaling can be carried out so that all students have had an opportunity to learn the material in linking blocks.

- B.8.4.b. Scaling. The Successful Offeror will work with CDE to implement a scaling procedure for the Colorado Alternate Assessment that will result in scale scores. The Successful Offeror will need to establish model fit and individual score reliability for the selected scaling procedure. The Offeror must identify advantages and potential disadvantages of its proposed scaling procedure within its description.

Offerors should indicate which statistics will be used to establish model fit, student-level score reliability, and the success of various item type score combination methods in maintaining the desired score results across years.

- B.8.4.c. Standard Setting (Educator Meeting). CDE is interested in a standard setting process that could use empirical data to establish patterns of performance that correspond to achievement levels. Criteria for standard setting must include student information from all of the assessment's item types. The Offeror must provide a description of its standard setting

method(s), which must include a detailed explanation of the proposed statistical methods and how they will be used to set standards. Procedures must be approved by CDE's Technical Advisory Committee.

Colorado is interested in identifying the degree to which students are on track to being college and career ready at each grade level. When available, Colorado will adopt a definition of College and Career Readiness that is appropriate for students with significant cognitive disabilities. Therefore, CDE is interested in standard-setting approaches that connect achievement levels to post-secondary and workforce readiness indicators for this population.

Although CDE is interested in utilizing standard setting methods that are heavily dependent upon data, standard setting panels of k-12 educators, higher education educators, as well as representatives from the business community as appropriate, must be included in the process. The Offeror should plan on 8-10 member, content specific panels which span 2-3 grade levels. The Successful Offeror shall be responsible for all costs associated with convening these panels for two-three day meetings.

The Offeror shall recommend methods of validating cut scores across time, including approaches to revising as evidence indicates. In addition, the Offeror shall suggest how to approach communication with the field regarding potentially changing cut scores.

- B.8.5. Linking and Equating. The state desires to post-equate the Colorado Alternate Assessment. Colorado equates at the whole test level, although reporting will occur below this level. The Offeror must describe its proposed equating process.

While CDE will begin a new trend line with these assessments, a means of linking current scores to scores on the new assessments should be addressed. In addition, the Offeror shall describe its procedure for maintaining trend lines over time, especially given the small number of students that participate in this assessment.

Offerors shall describe the linking and equating procedures to be used in support of the vertical scales in each content area. The description shall include the Offeror's approach to linking across adjacent grades, a description of the proposed equating method, and the linking design.

- B.8.6. Plans for Establishing Technical Adequacy.

B.8.6.a. Peer Review Requirements. The Offeror shall provide its plan for conducting the studies necessary to meet all requirements of the U.S. Department of Education's (EDs) *Standards and Assessment Peer Review Guidance*, especially Section 4, Technical Quality (or more current Peer Review/ESEA requirements). The Offeror must describe its plan for providing the best and most cost effective studies for meeting this requirement. Included in these studies, the Offeror shall describe in detail how it will conduct studies to verify and support the validity of interpretations drawn from test scores. The Offeror shall also propose its strategy for developing studies that investigate the intended and unintended consequences of this Colorado assessment component. The Offeror shall indicate how the studies will support CDE's response to each element of the Peer Review Guidance.

B.8.6.b. Alignment Studies. The Successful Offeror shall set aside resources for independently conducted alignment studies of the assessments to the Colorado Academic Standards and to its performance standards. For purposes of this contract, Offerors must specifically identify in the separately packaged cost proposal and set aside a minimum of \$75,000 for conducting these studies. The Successful Offeror will be responsible for the contractual and payment arrangements with the CDE approved independent entity.

B.8.6.c. Technical Advisory Committee. For the Colorado Alternate Assessment component, the Successful Offeror will fund one (1) TAC member with technical expertise in special needs populations and accommodations. The Successful Offeror is expected to provide clearly stated questions and supporting background materials in a timely fashion for review by CDE and the TAC prior to TAC meetings. The Successful Offeror will be responsible for taking minutes and distributing meeting summaries to CDE and the TAC member within two business days.

TAC meeting costs are reconcilable, such that CDE is not responsible for paying TAC costs to the Successful Offeror for a meeting that does not occur. For costing purposes, the Offeror should assume that three, two-day TAC meetings will be conducted each year in Denver, Colorado. As deemed necessary by CDE, additional TAC members and meetings may be added at the same costing price. Any additional meetings will be managed via a contract amendment.

Two individuals from the Successful Offeror should attend each meeting in person. Additional representative from the Successful Offeror should be available as needed upon prior request from CDE. With approval from CDE, the Successful Offeror may opt for these additional personnel to participate via teleconference or via another distance communication technology. The Offeror must describe its plan for participating in TAC meetings.

The TAC member shall be given a \$1,500 honorarium per day. They shall also be reimbursed for meals, mileage or airfare, rental car or cab fees, and lodging. Offerors should refer to Table 33 when estimating TAC member expenses.

Table 33
TAC Member Expenditures

Expenditure	Description
Honorarium	Each TAC member shall be given a \$1,500 honorarium per day.
Meal Expenses	The per diem rate will be set at the current state (CO) rate at the time of the event. It is only granted to participants who come from out of the local area and who will remain over night in a hotel provided by the Successful Offeror. See below for more information.
Mileage	Mileage rates will be set at the current state (CO) rate at the time of the event. See below for more

	information.
Lodging	Lodging shall only be provided for participants who travel more than 35 miles in one direction to attend the event. Government rates should be applied. See below for more information
Airfare/Rental Cars/Cab Fares	Airfare, rental cars or cab fare shall be provided for participants who travel more than 200 miles round-trip to attend the event.

- B.8.6.d. Technical Report. The Offeror must propose how it will develop and deliver a Technical Report or a Technical Report Supplement (with the year's current statistical information in it) annually for the Colorado Alternate Assessment that provides details of the test development and administration processes, validity and reliability of the assessments, standard-setting information, and all other information for each assessment component necessary to support CDE's compliance with the U.S. Department of Education's *Standards and Assessment Peer Review Guidance* (or similar document developed in the future).

The Technical Report will include all relevant psychometric information for each test, including but not limited to, the following: purpose, test blueprint, alignment of the test to the relevant CDE content standards, test development procedures, reliability data, validity data, accommodations and testing of students with special needs, security, administration procedures and issues that arose during administration, scoring, psychometric analyses (such as item analyses, DIF analyses, distractor analyses, and fit statistics), IRT calibrations, equating and scaling, standard setting, opportunity to learn data, reporting procedures and formats, special studies, and appropriate use and interpretation of test data. A sample technical report table of contents is shown in Appendix C.

The report is to be completed by August 15th following the end of the operational program. Appendices should include related materials such as administrative regulations, state standards, work samples, frequency/percentile distributions, summary tables providing data from technical analyses, state and district performance summaries by racial-ethnic group, and other pertinent information. The previous Technical Report developed for CDE is available online at:
<http://www.cde.state.co.us/cdeassess/publications.html>.

- B.8.7. Irregularity and Data Forensic Analysis. The Offeror must indicate the steps that it will take to assure that the assessment data collected represent the independent work of the students assessed. Solutions using data forensic statistical analyses to evaluate whether some of the test results were not earned fairly should be offered. CDE is specifically interested in determining if there are results indicative of score generation without administration, prior exposure to test questions, if students are responding consistently across the test materials, and if changes in performance from test event to test event are consistent with what might be expected given a conscientious effort to help students learn. These steps should include examination of school performance to detect unusual score gains or losses including follow up procedures to investigate such score changes, and other means for detecting results which are aberrant and may indicate that standardized test administration and security procedures were not followed. CDE anticipates that bidders will use multiple methods to analyze results. The Offeror should

submit samples of data forensic reports illustrating how the results can be used by CDE. The RFP response must include detailed specifications of the statistical analyses used to provide the data forensics analyses. The data forensics analysis solution may include those used by other State Departments of Education for analyzing test results.

B.9. Training and Support

- B.9.1. Work Plan.** Training and support for the Colorado Alternate Assessment shall be provided by the Successful Offeror to Colorado educators as needed for this assessment component. Each Offeror must include in its proposal a detailed plan of action and timeline that describe how and when each of the training and support tasks will be accomplished.

The Successful Offeror shall preview each training session and webinar for CDE staff. The Offeror shall describe its plan to create the materials for each training session and webinar with sufficient time so that CDE has at least two weeks to preview the materials to be used and make any necessary changes can be incorporated into the training materials before use. Training content and materials must be approved by CDE before use.

The Successful Offeror shall provide face-to-face and online webinar training to DACs and district trainers for the alternate assessment. Table 34 indicates the training provision requirement for Year 1 of the assessment. For the first three years, Alternate Assessment administration training will be conducted in a face-to-face environment. CDE will determine if the amount of training required may be reduced in subsequent years. At a minimum, subsequent years will have one live webinar for each of the two types of training.

**Table 34
Trainings**

Type of Training	Number of Face-to-Face Sessions	Number of Participants in Each Face-to-Face	Number of Live Recorded Webinars	Number of Participants in Each Webinar
Alternate Assessment Administration Training	Six (One for each training region)	25-100	1	Up to 50
Understanding the Assessment Results	0	0	2	Up to 75

The number of participants at each training session is expected to vary. A training session held in the Denver Metro region is likely to attract about 100 participants. Training sessions in the Western Slope region are likely to attract about 50 participants while sessions in the Northeastern and Southeastern regions are likely to attract about 25 participants. The number of webinar participants will vary depending on the number of personnel unable to attend Face-to-Face sessions or who wish to attend both Face-to-Face and webinar sessions.

- B.9.2. Alternate Assessment Administration Training.** These sessions provide DACs and educators with information concerning the ordering and returning of alternate assessment materials, administration of assessments, and security of paper and pencil assessments. Training must include a visual as well as oral presentation and may include other types of interactive technology. The Successful Offeror shall be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans

with Disabilities Act. Training sessions shall be recorded and archived as a potential future training or reference resource.

- B.9.3. Understanding the Alternate Assessment Results Training. These sessions provide DACs and District Special Education Directors with tools to evaluate and analyze assessment results in order to provide meaningful recommendations to their districts about curriculum and other policies. Trainings will be conducted through online webinars. They must include visual as well as oral presentations, and they may include other types of interactive technology. The Successful Offeror shall be mindful of and ensure the provision of all training accommodations that are required by the Americans with Disabilities Act. Training sessions shall be recorded and archived as a potential future training or reference resource.
- B.9.4. Webinars. Webinars shall be conducted once for each of the types of training. They are intended as an additional resource for district personnel who may not be able to attend the face-to-face session on administration training or to share important assessment information with their colleagues. The first webinar may be based off of recordings of the Face-to-Face training sessions or created as unique training sessions. The webinars must include opportunities for participants to ask questions and interact with presenters either via text chat or voice. After the initial webinar presentation, webinars will be posted online at the Office of Student Assessment website.

As noted, one webinar will describe and demonstrate the procedures for local educators to use to administer and score the assessments in this assessment component. The other webinar will be used to assist local educators to understand, use and report the results from this assessment component. Each webinar is hosted live only once, but is to be archived for later viewing by local educators. For Offerors planning on bidding on multiple components, understand that separate webinars of both types will be necessary for each assessment component. The length of the webinar should be up to two hours, providing sufficient time for presentation of the needed materials.

- B.9.5. Online Training Support. The Successful Offeror shall create training materials and provide customer support specific to online reporting of assessment raw scores.

The training materials must at least include a user manual with an easy to understand set of directions, including screenshots, for operating the reporting of assessment raw scores software.

B.10. Customer Service

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

- B.10.1. District Assessment Coordinator Routine Communications/Notifications. The Successful Offeror will be responsible for writing routine communications/notifications to the DACs. CDE has a system in place for sending those routine communications to the field via a listserv.
- B.10.2. Telephone and E-mail Support. A dedicated toll-free customer service number and trained customer service representatives shall be provided by the Successful Offeror for this project. Customer service personnel must be able to clearly articulate spoken English. The customer service center must be located within the 48 contiguous states. The lead customer service representative must be named in the proposal and CDE shall have the right to approve the named person.

DACs will use the toll-free customer service number to resolve questions regarding all aspects of these Colorado assessments, including but not limited to, questions about training, materials, delivery and pickup dates, inventory procedures, packaging materials for return, and reporting issues. The lead supervisor and other Successful Offeror trained staff shall be available to answer Colorado calls from 8:00 a.m. to 5:00 p.m. Mountain Time each day, excluding federal and Colorado state holidays.

When customer service staff is not available to take a call, a voicemail service system must be available to record the caller's message. Messages must be returned in a timely manner, generally within one hour or less but always within one business day. The Offeror shall describe its proposed procedures for providing telephone support to Colorado.

The Successful Offeror shall provide e-mail support from its customer service center. DACs may submit their questions via e-mail to the Program Coordinator and must receive a response to their e-mail within 24 hours.

- B.10.3. Issue Resolution System. Customer service staff shall have a system to ensure that issues raised by DACs have been satisfactorily resolved. For example, if a DAC has requested additional assessment materials, the system shall ensure that 1) the DAC is given instructions on how to order the materials online and that 2) the customer service representative will verify that the order has been placed and fulfilled. The Successful Offeror shall notify CDE of any communication with the field regarding urgent or sensitive issues.
- B.10.4. Records of Interaction with Customers. An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained by the Successful Offeror. The Offeror shall include a description of how calls and emails will be logged, including the caller/e-mailer name, district, school, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that CDE can sort by district, school, date, etc. Among other information, this will allow CDE to determine the frequency of issues that arise before, during, or after assessments. The electronic record will also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings. The Offeror shall indicate how it proposes to do this.
- B.10.5. Customer Service Initiated Calls and Communications. All communications with the field initiated by the Successful Offeror must be pre-approved by CDE. This includes both written communications and oral scripts used when customer service representatives must contact DACs. Additionally, customer service staff may be asked to initiate e-mail communications in unusual circumstances by CDE.
- B.10.6. Customer Feedback Survey. The Successful Offeror shall create and administer at least once annually a customer feedback survey, including both close ended and open ended items. The survey will record feedback on customer satisfaction with score submission, ordering, fulfillment, security, receiving, returning and other criteria consistent with best business practices. The Successful Offeror will be responsible for compiling responses. The feedback surveys will be available to CDE for review, as well as to be used in planning for the next year's program. Surveys used by the Offeror in the past may be included in an attachment.
- B.10.7. DAC Website. The Successful Offeror shall develop and maintain a website for DACs via Successful Offeror-provided login names and passwords to access training and assessment materials. This website will contain both secure and unsecure documents necessary for the DACs to perform their duties and responsibilities. These documents include proctor and coordinator manuals, training manuals,

accommodations manuals, data interpretation manuals, as well as various order and request forms. In addition, the site shall provide DACs with access to their district assessment data and scores.

- B.10.8. Customer Support. In addition to the “help” functions embedded in the score reporting software and automated online or phone in support services, the Successful Offeror shall provide customer support for the installation and use of the alternate assessment online score reporting software that includes phone accessible support personal.

C. **Colorado Interim Assessments – Reading, Writing, Mathematics, Science and Social Studies**

The **Colorado Interim Assessments** will be made available online for voluntary district use at the same grades and subjects included in the Summative component described in Part A of Section 3. The purpose of this assessment component is to provide a set of high quality, field tested items that local educators can use to gauge the learning of students periodically throughout the school year and to predict summative scores. CDE is looking for a base system that would include selected response and AI scored items only, but could be augmented to allow for Option 1: local educator scored constructed response items and/or Option 2: innovative, interactive item types. Ideally, the interim assessments should reflect the structure of the summative assessments with the exception of the more lengthy performance based items used in content areas other than writing. Each assessment is intended to take about one hour per student per test. In addition, the system should be able to incorporate items from prior years’ summative assessments. It is anticipated that schools will use these assessments up to four times per year: at the start of school, after quarter one, after quarter two, and after quarter three. These assessments will be available online with real time scoring. Under Option 2, the Offeror will need to provide two sets of scores: one based solely on the computer-scored items and one including the constructed response items scored by local educators. CDE is especially interested in high school interim assessments that incorporate college course readiness exams.

Note: Unless the Offeror provides a persuasive argument for a different implementation schedule (ex. the costs to include writing are minimal), the content areas in this Component will follow the implementation schedule presented in Component A. The first operational year for reading, mathematics and science will be 2014, for writing 2015, and for social studies 2016.

Educator Meetings. For all meetings held with Colorado educators, the Successful Offeror will be responsible for all costs. This includes all expenses for Americans with Disabilities Act compliant meeting sites, including sign language interpreters and large print as needed; AV equipment; internet connections; beverages; snacks; and for all day meetings, lunches. If overnight stay is required, hotel rooms will be billed directly to the Successful Offeror. Each educator receives a stipend or the district is reimbursed for the cost of hiring a substitute at the district’s rate during the educator’s absence. In addition, educators are reimbursed for travel expenses (mileage, tolls, etc.) and meals during overnight stays. The state of Colorado periodically develops a chart for reimbursement rates. The Successful Offeror shall reimburse attendees based on the state reimbursement rates current at the time of the meetings. Table 35 presents expenditures for reimbursement.

Table 35
Educator Meeting Reimbursement

Expenditure	Description
Stipend or Substitute Reimbursement	\$120 stipend if a non-work day for the educator OR reimbursement of district for hiring a substitute at the district’s rate
Meal Expenses	The per diem rate will be set at the current state (CO) rate at the time of the event. It is only granted to participants who come from out of the local area and who will remain over night in a hotel provided by the

	Successful Offeror. See below for more information.
Mileage	Mileage rates will be set at the current state (CO) rate at the time of the event. See below for more information.
Lodging	Lodging shall only be provided for participants who travel more than 35 miles in one direction to attend the event. Government rates will be applied. See below for more information.
Airfare/Rental Cars/Cab Fares	Airfare, rental cars or cab fare shall be provided for participants for whom these means of travel would be less expense than if they drove.

NOTE: For current Colorado rates, see: <http://www.colorado.gov/cs/Satellite/DPA-DCS/PA/1201542229293>

For purposes of cost estimates, Offerors should utilize the information in Table 36 as they make assumptions in terms of how far educators may be traveling.

Table 36
Educator Distribution and Travel Distance

Region	Approximate Percentage of Participating Educators	Approximate Miles from Center of Region to Denver
Metro	54.2	12
North Central	13.7	72
Northeast	1.7	108
Northwest	4.2	128
Pikes Peak	17.7	104
Southeast	1.4	194
Southwest	2.7	220
West Central	4.6	277

The number of required participants for each meeting for each educator meeting will be found in the relevant requirements and specifications.

The Successful Offeror will also be responsible for assisting CDE with developing an appropriately diverse pool of educators for these meetings. In addition to the committees being racially and geographically diverse, educators who work with students with disabilities and English learners must also be represented.

Offeror Qualifications – Mandatory Requirements:

It is imperative that the Offeror meet the mandatory minimum qualifications. If partnering with a subcontractor, the Offeror and its proposed subcontractor(s) may collectively meet the mandatory minimum qualifications. If these qualifications are not met in the initial evaluation the Offeror will not proceed in the evaluation process. The Offeror can recommend a team or a single resource to address the scope of this project.

- **A minimum of ten (10) years experience in developing, producing, administering, scoring and reporting large-scale assessments.**
 - **Experience with development of short and extended constructed response items**
 - **Experience with assessment of complex performances**

- Experience with scoring rubrics and performance scoring procedures
 - Demonstrated expertise in vertical scale development and growth modeling
- A minimum of five (5) years of experience with developing, producing, administering, scoring and reporting of large-scale computer-based assessments.
 - Experience with establishing security protocols for online assessments.
- A minimum of five (5) years of experience with practical application of computer scoring.
- Demonstrated experience in providing policy and practice guidelines for accessibility and accommodations in a secure paper-pencil and online assessment environment utilizing a diverse array of hardware and software.
- Demonstrated project management experience with specific focus on work planning, status reporting, issue management, and deliverable review and approval procedures.
- Familiarity with Common Core State Standards (English Language Arts & Literacy and Mathematics) and the development of the multi-state consortia assessments of Partnership for the Assessment of Readiness for College and Career (PARCC) and SMARTER Balanced Assessment Consortium (SBAC).

C.1. General Requirements.

- C.1.1. Professional Standards/Best Practices. The Successful Offeror shall ensure that all materials, practices and procedures developed under this contract meet relevant professional standards such as those contained in the *Standards for Educational and Psychological Testing* published by the American Education Research Association (1999 or most current version), particularly in terms of privacy, reliability, validity, opportunity to learn, accommodations, scoring, reporting, and documentation.

The Successful Offeror shall inform CDE when implementation practices or policies are not consistent with the best educational research and practice. The Successful Offeror shall be responsible for clearly communicating the risks of violating conclusions of the best educational research and practice. If CDE concurs, the Successful Offeror shall work to make necessary corrections. The Offeror shall confirm its agreement to meet this requirement.

- C.1.2. State and Federal Requirements. The Successful Offeror shall ensure that all materials, processes and procedures developed under this contract meet relevant State and Federal Legal requirements, including requirements under the Elementary and Secondary Education Act (ESEA), as well as the Individuals with Disabilities Education Act (IDEA). Throughout the life of the contract, and any extensions, the Successful Offeror shall communicate to the State when it concludes that the program is no longer meeting State and Federal requirements and shall provide corrective options to the State for consideration. The Offeror shall confirm its agreement to meet this requirement.
- C.1.3. Communication. The Successful Offeror shall assist CDE in explaining to the media, the public, stakeholders, the court, and/or other applicable entities why the tests are valid and reliable assessments that are appropriate for their intended purpose. The Offeror shall confirm its agreement to meet this requirement.
- C.1.4. Cooperation with Quality Control Contractor and CDE Staff. CDE intends to contract separately with a third party quality control contractor (the “Quality Control Contractor”) for all of its assessments. The Quality Control Contractor may review the Successful Offeror’s work, meet with the Successful Offeror’s staff, and conduct on-site visits at all of the Successful Offeror’s facilities to assure CDE that 1) the Successful Offeror meets its required schedules and quality control requirements and

performs services in accordance with contractual requirements; and 2) any required file exchanges are properly coordinated. The Successful Offeror selected through this RFP shall cooperate fully with the Quality Control Contractor and CDE staff providing access to all facilities, personnel, and information regarding services upon request. The Offeror shall confirm its agreement to meet this requirement.

- C.1.5. Interaction with Verification Contractor. CDE may contract separately with a third party verification contractor (the “Verification Contractor”) on an on-going or periodic basis. Offerors must describe their experience and plan for coordination with other state-contracted organizations assigned to work on the same program. The Successful Offeror may be required to share information regarding item parameters; data files (including scan files and command files); and any other information needed to verify the reliability, validity, and quality of the Colorado assessment data and system. The Offeror shall confirm its agreement to fulfill this requirement.
- C.1.6. Security. The Successful Offeror shall follow FERPA, state and industry standard security policies, including the provision of confidentiality agreements for all Successful Offeror staff, subcontractors and educators participating in any aspect of this project. Sample confidentiality agreements may be included in an attachment. The Offeror shall provide a plan detailing the implementation of security procedures. The Offeror may choose to provide additional details under relevant requirements and specifications. The Offeror must also indicate the base services (ex. web monitoring, accounting of all secure materials, sealing, forensic analysis, etc.) related to test security which it requires for its high stakes state accountability assessments. If the Offeror offers a variety of services, but does not have its own base requirements regarding security, that must be indicated in the proposal.

Awarded contractor will be required to sign the FERPA Confidentiality Agreement, [EXHIBIT 9](#).

- C.1.7. Travel. Awarded Offeror may be required to travel to various statewide locations to meet project requirements/training.

All anticipated travel expenses are to be included in Offeror’s cost component response. Therefore, the total price quoted for this project should include any travel, lodging or per diem costs to be incurred by Offeror’s personnel to provide services requested. **NO ADDITIONAL COSTS WILL BE REIMBURSED.**

The Offeror shall confirm its agreement to fulfill this requirement.

- C.1.8. Subcontractor Requirements. CDE is allowing subcontracting to occur in the scope of work. CDE will allow subcontracting only under the following circumstances:
- All subcontractors must have primary offices and complete the work within the continental United States.
 - The CDE reserves the right to not accept any subcontractors identified in the submitted proposal if it so chooses.

The Offeror shall confirm its agreement to this requirement.

- C.1.9. CDE Sign Off. All procedures followed in the development, production, administration, scanning, scoring and reporting of the Colorado summative assessments shall be made available for review by CDE and, as determined by CDE, may be subject to CDE approval. The Offeror shall confirm its agreement to meet this requirement.

C.2. Corporate Capacity and Personnel

Throughout this document, the terms “Offeror(s)” and “Contractor(s)” are also assumed to include subcontractors where appropriate and applicable. If the Offeror proposes to subcontract any part of the work, the Offeror’s response must refer to the subcontractors where appropriate. Within the relevant requirements and specifications, a description of each proposed subcontractor’s role in the project, qualifications to perform that role, management structure, key staff assignments and qualifications of assigned staff shall be included.

If the Successful Offeror has discovered fault with a subcontractor named in this RFP, the Successful Offeror has the obligation to inform CDE immediately and the appropriate steps must be taken by either the subcontractor or the Successful Offeror to correct the problem prior to that problem resulting in substandard performance or non-compliance. The Successful Offeror shall remain responsible for the performance of its subcontractors.

- C.2.1. Organizational Structure. Organizational charts, including identification of Executive and Key Personnel, for the Offeror as a whole and for the CDE project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Offeror’s departments and subcontractors, where appropriate. The Offeror shall also describe its escalation process for resolving any contractor/client disagreements.

The executive team member directly in charge of overseeing the Colorado project shall be identified. This executive team member shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award. Changes to the assigned executive team member, except for those resulting from separation of services, require prior written consent by CDE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

Qualifications of key executive personnel must be presented. A supporting resume outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

- C.2.2. Time Allocation of Key Personnel and Services. The Offeror shall provide a list of applicable key staff, which may include the program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, technology lead, special populations consultant, scoring manager(s), production manager(s), and publication staff, as well as all staff assigned 0.20 FTE or greater to this assessment component. Each staff member’s assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.

The Offeror shall affirm in the response to this request for proposals that should the contract be awarded, all key personnel proposed shall be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.

The Successful Offeror shall assign one person to function as the Program Manager. That person must be responsible for all activities required by the project and will serve as the main contact person between the Successful Offeror and CDE. The Program Manager shall have the authority to make decisions and commitments on behalf of the Successful Offeror, subject to CDE approval.

CDE requires that a Technology Consultant be identified. This individual shall be responsible for a number of tasks, including but not limited to, assisting CDE and the districts with the transition to online assessment; working with CDE and district information staff to ensure the accurate and efficient transfer of data; creating, defining and reviewing file layouts; providing assistance in the verification of demographic data; and assisting CDE and district assessment coordinators with the use of contractor websites and functionality.

CDE reserves the right to interview and approve all key staff. Throughout the life of this contract, and any extensions, changes to applicable key staff which could include a program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, special populations consultant, and technology consultant, except for those resulting from separation of services, will require prior written consent by CDE. In the event that CDE requests removal of specific Successful Offeror personnel, the Successful Offeror shall provide acceptable replacement(s) with no impact to the project. Replacement(s) shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

All personnel who will work on-site at CDE or school sites may be required to be pre-approved for site access via a criminal background check paid for by the Successful Offeror.

- C.2.3. Staff Qualifications and Experiences. Qualifications of all key personnel shall be presented in the Offeror's proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

CDE requires a psychometric team that will not only execute routine functions, but will also be able to provide a sophisticated level of expertise to guide the psychometric decisions that will need to be made and re-evaluated as the program evolves. The expectation is that the team will be able to provide psychometric options with strengths and challenges and its recommendations along with rationale. In addition, especially in the event of unexpected challenges, the team must include someone with both extensive experience and psychometric knowledge, as well as the decision-making authority to quickly address and remedy the situation.

For any proposed meetings involving educators, the Offeror must indicate the qualifications of the facilitators. General qualifications for training and meeting facilitators must be included in the response to this request for proposals. Facilitators must be familiar with best practices, as well as state and federal laws, procedures and regulations concerning assessment. As applicable, facilitators must also be familiar with academic instruction of students and the educational and assessment landscape. Facilitators must be able to clearly articulate spoken English and create easily understood written materials and visual training aids. Facilitators must have demonstrated successful experience in leading large-group trainings including webinars and meetings as fit their responsibilities.

- C.2.4. Corporate Capabilities and Capacities. The Offeror must present a description of corporate capabilities. The Offeror shall provide the company's history, including the number of years that it has been in business, buyouts, takeovers, IPO's, bankruptcies, litigations and claims, etc. within the last 5 years, or for that period which the firm has been in business, if less than 5 years. Situations arising in assessed liquidated damages (LDs) must be described with their resolution, along with the amount of the LDs or provided additional services.

The description shall also identify the number of employees in the company and the company's location(s), including any presence in Colorado. The overall capacity of the Offeror's organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be discussed.

A general description of the Offeror's capabilities and capacities related to development, production, shipping and receipt, administration of online assessments, scoring (human and artificial intelligence), data processing, reporting and psychometric activities shall be included. **Responses must demonstrate the Offeror meets, at a minimum, the mandatory qualifications presented at the beginning of this component.**

Specific examples of the Offeror's work products such as test and item specifications, items, forms, technical manuals, research reports, technical services, etc. should be identified under the relevant requirements and specifications and provided in attachments as appropriate. CDE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.

- C.2.5. Relevant Experience. In tabular format, the Offeror shall provide a listing and descriptions of all work in similar projects that it and its proposed subcontractors have carried out or are carrying out for other clients. The table shall include client, program name, content area, grades, administration mode (paper-pencil or computer-based), use of scoring (human and artificial intelligence), length of contract and number of students. For computer-based testing, the Offeror shall include the total number of tests administered, highest number of successful concurrent testers. For each such project, the Offeror must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax numbers, and e-mail address.

Company Experience. The following Offeror qualifications are required to ensure that effective services for the described project is achievable:

- Documentation of expertise
- Technical competency in all areas identified in Sections 4 and 5

Submit a minimum of three (3) [Company Experience and Demonstrated Capability \(CEDC\) Fact Sheets, Attachment 16](#), for each of the areas listed above for experience in the last 5 years.

Further evidence of experience should be evident in responses to specific requirements and specifications as appropriate.

- C.2.6. Risk Management and Quality Assurance. Offerors shall specifically address timeline issues, risks, and mitigation and contingency plans for all aspects of the project. These plans should refer to more than just "communication." Additional details may be provided in the response to relevant requirements and specifications. The Offeror should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, administration (of online assessments), scoring (human and artificial intelligence), data processing, reporting and psychometric activities of high-visibility assessments. The Offeror should submit sample Risk Assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This Risk Assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance in all aspects of delivering large-scale, statewide assessments – including

test development, production, administration (of online assessments), scoring (human and artificial intelligence), data processing, and reporting.

C.3. Program Management

C.3.1. Key Activities and Transfer Dates.

C.3.1.a. Schedule of Activities. The Offeror shall provide a proposed schedule that clearly identifies and includes:

Key activities related to the field, which could include such activities as indication of participation, student enrollment, system testing, system availability for practice testing, system availability for testing, suggested test dates, demographic clean-up, availability of individual student scores, and availability of school, district and state data.

Key transfer dates between the Successful Offeror and CDE related to development, production, administration (of online assessments), scoring (human and artificial intelligence), data processing, reporting and psychometric activities.

Although by no means comprehensive, an outline with selected key activities has been provided in Attachment 10. The Offeror must revise as meets the objectives of its proposal. The Offeror must provide a Key Activities Table for each fiscal year.

Deliverables subject to liquidated damages are presented in Attachment 11. Additional deliverables may be added at the time of contract based on the Offeror's proposal.

C.3.1.b. Project Schedule. Proposals shall include a detailed schedule reflective of the work plans that describe how each of the requirements and specifications described in the proposal will be accomplished. The schedule shall at a minimum identify the tasks, subtasks, beginning date, end date and the party responsible for each step in the process. The schedule must be included as a separate attachment to the proposal.

Schedules must reflect the following periods:

No sooner than May 1, 2012 through June 30, 2012;
July 1, 2012 through June 30, 2013;
July 1, 2013 through June 30, 2014;
July 1, 2014 through June 30, 2015;
July 1, 2015 through June 30, 2016;
July 1, 2016 through June 30, 2017

Activities related to the development for the next year's assessments must be clearly distinguishable from activities related to the current year's assessment.

Joint review of this schedule followed by CDE's approval for the first contract period should occur within two weeks of the contract award. The Successful Offeror and CDE shall mutually agree upon final dates. Joint monitoring of the schedule shall occur on an on-going basis. It may also be necessary to modify the Successful Offeror's schedule for interim assessments in order to coordinate with the schedule for Component A:

Summative Assessments as proposed by the Offeror selected for that component.

The Successful Offeror shall ensure that all schedule adjustments allow for final deliverable dates to be met. If necessary, timelines and schedules may be revised with prior approval of CDE and an executed contract amendment for all deliverables subject to liquidated damages. A revision of a timeline on the part of the Successful Offeror exempts the Successful Offeror from meeting a contractual deadline **only if** (1) the Successful Offeror and CDE mutually agree upon and document through a contract amendment an extension of the deadline as executed through a contract amendment or (2) the Successful Offeror is able to prove that the deadline was not met due to CDE's failure to meet a contractual deadline resulting in the Successful Offeror's inability to adhere to the schedule for delivery of products and services.

The Successful Offeror shall alert CDE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date. CDE must be notified whenever the Colorado contract is included in Successful Offeror's internal meetings focused on programs at-risk.

For the contract beginning in July 2012, the review of the schedule should occur within the first two weeks of the initial contract. For each following contract year, by May 1, the Successful Offeror shall provide an updated detailed work plan and project schedule that specifies all activities leading to products or services deliverable to either CDE or local school districts for the following assessment year.

C.3.2. Program Management Communication and Reports.

C.3.2.a On-going Communication. Communication between the Successful Offeror and CDE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, and other communication procedures will be at the Successful Offeror's expense. Toll-free numbers shall be provided by the Successful Offeror for telephone communication including conference calls and webinars.

The Successful Offeror shall make all written communication or summaries of communications with any subcontractor(s) identified in this proposal available to CDE at its request. In addition, CDE expects to be able to participate during all appropriate and applicable meetings and trainings between the Successful Offeror and any subcontractor(s) identified in this proposal. The Offeror shall confirm its agreement to meet this requirement.

C.3.2.b Timeliness of Communication. The Program Manager shall return calls from CDE staff and respond to email messages within 24 hours. If the Program Manager is not available to take calls and return messages, CDE shall be notified in advance. In the event that the Program Manager is not available, the Successful Offeror shall notify CDE as to whom to contact in his or her absence, and shall provide contact information for such individual. The Offeror shall confirm its agreement to meet this requirement.

C.3.2.c Bi-weekly Meetings. At a minimum, bi-weekly (two times per month) phone calls between pertinent CDE staff and the Successful Offeror's Program Manager and other key Successful Offeror staff shall be held

between in-person project meetings to keep CDE current on project status, discuss issues as they arise, and to plan upcoming activities. As the need arises, other periodic or on-going conference calls may be conducted. The Successful Offeror's Program Manager will prepare written documentation of each conference call. This is to be submitted to CDE within two business days of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.

- C.3.2.d Project Meetings. Periodic meetings between CDE staff and representatives of the Successful Offeror are essential. Those persons directly involved with this component of the project shall be available for technical assistance and discussion at the project meetings at the expense of the Successful Offeror for four (4) quarterly planning/work sessions per year through June 2017, with one (1) of these meetings occurring at the Successful Offeror's site. The other meetings will be held in Denver, CO.

CDE shall be responsible for the costs for its staff to travel to the Successful Offeror's location.

The Successful Offeror's Program Manager shall prepare written documentation of each in-person project meeting. This shall be submitted to CDE within one week of the conclusion of each meeting. The Offeror shall confirm its agreement to meet this requirement.

- C.3.2.e Monthly Reports. The Successful Offeror shall provide a monthly report that summarizes systems usage, actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, work that will occur in the next month and beyond, and so forth. These reports shall be sent monthly to CDE by the third business day of the following month.

- C.3.2.f. District Assessment Coordinator (DAC) Academy. CDE has historically held a meeting with all DACs at the beginning of the school year. The meeting provides an opportunity to review the previous year's administration and presents high level changes for the upcoming year. The Successful Offeror's Program Manager shall attend per CDE direction. The Offeror shall confirm its agreement to meet this requirement.

- C.3.2.g. District Assessment Coordinator (DAC) Management Meeting. The DAC management team is composed of a subset of DACs. The group meets twice a year to provide CDE with feedback on current policies and practices and input on potential new policies and practices. The Successful Offeror's Program Manager shall attend the meeting per CDE direction. The Offeror shall confirm its agreement to meet this requirement.

- C.3.2.h. Program Improvement Plans. For each phase of the program including development, administration (of online assessments), scoring (human and artificial intelligence), data processing, reporting and psychometric activities, the Successful Offeror shall provide a report that addresses the relevant phase by detailing the activities completed and by providing recommendations for improvement for the next assessment cycle. The report shall also detail errors, problems and/or discrepancies by district and by school. The report will allow CDE to detect any patterns in the errors, problems, or discrepancies noted in the report and to use that information to make program improvements for the following year. This report shall be completed within one month of completing the relevant phase.

- C.3.2.i. Quality Control and Sign-offs. Reviews and signoffs for all deliverables shall be documented and available to CDE upon request. The Successful Offeror shall document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project. The Offeror shall confirm its agreement to meet this requirement.
- C.3.2.j. Invoices. The Successful Offeror shall submit invoices according to the procedures and requirements set forth by CDE. It is expected that the payment schedule for this contract will be four quarterly payments for the services performed and deliverables provided during each period. The fiscal year for the State of Colorado runs from July 1 to June 30. The last invoice for each fiscal year must be received by June 15. The Offeror shall confirm its agreement to meet this requirement.
- C.3.3. Transition. Proposals must include a draft Transition Plan detailing the transfer of relevant assessment documents and materials. An organized transition that ensures the continuity of the state assessment program is of the essence. The draft Transition Plan must address the transfer of materials, both pre-existing and newly developed, from the Successful Offeror to CDE or another contractor upon termination or expiration of the contract.

The Successful Offeror shall assist CDE with all activities required to transfer all applicable assessment documents and materials during this transition phase. Draft Transition Plans shall include procedures for the transition of documents and materials. The Successful Offeror shall ensure that all applicable relevant documents and materials which could include those in the following list are transferred efficiently among CDE, the Successful Offeror and CDE's future contractor(s):

- Test development - all critical documents and materials used in the test development process;
- Item and test specifications – all item format details, test map requirements, test blueprints, and technical reports;
- Test forms –all electronic test forms and electronic answer documents from previous test administrations; test maps for each form from the previous years' administration with keys and metadata;
- Passages and artwork – all photocopies of the original passages with source documentation, copies of contracts, original electronic art files and applicable permission information;
- Item bank, item and test statistics – all item-level metadata and previous usage statistics, available test-level statistics, previous anchor and range finding papers, rubrics, constructed-response materials such as training material protocols, previous operational and field test usage of each item year and form item position status;
- Program administration - all critical documents and materials used with the test administration process;
- General program documentation –all critical documents and materials used for general program documentation and summary reports;
- Reports –sample copies of all reports provided to students, districts and schools;
- Manuals/guides –sample copies of all guides and manuals (hard copy and electronic versions) for the operational test administrations, and copies of all electronic materials posted on the state website during the operational test administration;
- Scoring information - all critical documents and materials used in the scoring process, as applicable;

- Score/reporting specifications – all documentation regarding scoring rules, aggregation rules, roll-up algorithms, and, as applicable, tables used to calculate student, school, district, and state results;
- Psychometric and related assessment information required for the program - all critical documents and materials used for psychometric analyses and related procedures;
- Professional development – all critical documents and materials used for professional development, as applicable;
- Equating data files –all documentation that outlines layouts for files including item statistics, master file, pre-id, school/district score data and state-level score data;
- Performance scoring specifications – all training papers, anchor sets, calibration papers, rubrics, and constructed-response scoring rules; previous year's score distributions for each item and historical reader agreement rates;
- Technical reports and other validity and reliability reports - all electronic copies of past technical reports produced by the contractor and electronic copies of any other reports that discuss the validity or reliability of the assessments;
- Project plan - all documents that outline the tasks/deliverables and corresponding schedule for those tasks/deliverables; and
- Schedules - all previous project schedules containing dates/durations for the following tasks:
 - Developing items, forms, and materials
 - Enrollment and pre-identification
 - Administration, scoring and reporting

The Successful Offeror shall assist CDE with all activities required to transfer all applicable assessment documents and materials during the transition phase. Draft Transition Plans shall include procedures for the transition of documents and materials related to the following:

- Program administration - The Successful Offeror shall ensure that all critical documents and materials used with the test administration process are transferred efficiently between CDE and/or contractors.
- Test development - The Successful Offeror shall ensure that all critical documents and materials used in the test development process are transferred efficiently between CDE and/or contractors.
- Scoring information - The Successful Offeror shall ensure that all critical documents and materials used in the scoring process are transferred efficiently between CDE and/or contractors.
- Psychometric and related assessment information required for the program - The Successful Offeror shall ensure that all critical documents and materials used for psychometric analyses and related procedures are transferred efficiently between CDE and/or contractors.
- General program documentation – The Successful Offeror shall ensure that all critical documents and materials used for general program documentation and summary reports are transferred efficiently between CDE and/or contractors.
- Professional development – The Successful Offeror shall ensure that all critical documents and materials used for professional development are transferred efficiently between CDE and/or contractors.

Offeror recommendations for the transition of additional materials not included in this list are encouraged. After discussion with the Successful Offeror, the final

Transition Plans will be subject to the review and approval of CDE prior to implementation.

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

C.4. Assessment Development

C.4.1. Work Plan. The Offeror shall describe in detail its plan for the development of the tests. This plan must describe each step in the development process and must be reflective of the relevant activities and schedule presented under C.3.1 for all test development activities from start to finish for each assessment year. The Offeror should specifically address how it intends to ensure that there is a high level of consistency between the summative and interim assessments.

C.4.2. Content.

C.4.2.a. Determining Eligible Content. The Offeror must provide draft eligible content. The Successful Offeror shall provide refined eligible content based in part on the eligible content determinations made under Component A: Summative Assessments to be reviewed by the field and revised by CDE. The Successful Offeror will be responsible for providing a finalized document for CDE approval.

The Offeror must be aware of the differences between the Colorado Academic Standards and the Common Core State Standards, including but not limited to the inclusion of Personal Financial Literacy in Mathematics and the difference in organization of the Reading, Writing and Communicating standards. Two forms of the printable standards may be found at:

<http://www.cde.state.co.us/cdeassess/UAS/CoAcademicStandards.html>.

The online searchable standards include Depth of Knowledge indicators for Science and Social Studies. The printable standards include the code for the Common Core State Standards at the end of each applicable evidence outcome for Mathematics and Reading, Writing and Communicating.

The Successful Offeror shall guide the determination of the eligible content process while utilizing public tools from the two multi-state consortia. These include the Partnership for Assessment of Readiness for College and Careers' (PARCC's) Model Content Frameworks:

<http://www.parcconline.org/parcc-content-frameworks> ; the SMARTER Balanced Assessment Consortium's (SBAC's) Content Specifications, when available; and the *SMARTER Balanced Assessment Consortium Common Core State Standards Analysis: Eligible Content for the Summative Assessment Final Report*: http://www.k12.wa.us/SMARTER/pubdocs/SBAC_CCSS_Eligible_Content_Final_Report_030411.pdf

The Offeror must provide its plan for ensuring a high level of consistency between the summative and interim content with adjustments made due to time and item type constraints.

C.4.2.b. Claims and Reporting Categories. Based in part on the claims and reporting categories set under Component A: Summative Assessments,

the Offeror shall include a plan for developing the claims and reporting categories for the interim assessments. The claims should help to ensure that the Colorado assessment system will accurately assess the full range of the Colorado Academic Standards to the maximum extent possible. The Successful Offeror shall be familiar with the section of the Colorado Academic Standards referred to as Grade Level Expectations at a Glance:

<http://www.cde.state.co.us/cdeassess/UAS/CoAcademicStandards.html>

For Mathematics grades 3-8, critical areas for instruction are discussed after each grade level table. These critical areas are also reflected in the CDE Concept Maps:

<http://www.cde.state.co.us/sitoolkit/DisciplineConceptMap2.htm>

The Concept Maps present one way, but not the only way, that districts may look at the standards as a whole as they build their curricula for all content areas in grades 3-8.

In addition, the Successful Offeror should take into consideration the Prepared Graduate Competencies identified for each content area and grade in the Colorado Academic Standards:

<http://www.cde.state.co.us/cdeassess/UAS/CoAcademicStandards.html>

Based on these claims, final reporting categories will be determined. In addition to providing predictive information for performance on the summative assessment, the field expects instructionally useful information to be generated based on the interim assessments. The Offeror shall provide proposed valid sub-score categories and/or instructionally relevant information. The Successful Offeror shall provide refined sub-score categories and/or instructionally relevant information to be reviewed, as appropriate, by the field and revised by CDE. The Successful Offeror shall be responsible for providing a finalized document for CDE approval.

Sub-content areas currently reported for the state summative assessment are listed on the TCAP Assessment Fact Sheets:

http://www.cde.state.co.us/cdeassess/documents/csap/csap_frameworks.html

The Offeror must also discuss:

- An approach for including Mathematical Practices in testing and reporting.
- An approach for providing a literacy score once both reading and writing are being administered.
- An approach for providing fluency information for reading and mathematics. This may be additional information reported outside of the content area composite scores.

The Offeror must provide its plan for ensuring a high level of consistency between the summative and interim claims and reporting categories with adjustments made due to time and item type constraints. The Offeror must provide its plan for providing a predictive score/information about expected summative assessment performance based on interim assessment results.

C.4.2.c. Frameworks. The Offeror shall provide draft assessment frameworks. Based in part on the frameworks developed under Component A:

Summative Assessments, the Successful Offeror shall provide refined frameworks to be reviewed, as appropriate, by the field and revised by CDE. The Successful Offeror shall be responsible for providing a finalized document for CDE approval.

The references identified in C.4.2.a. and C.4.2.b. will be relevant for the framework development as well.

CDE's standards implementation message to the field has been "All students. All standards." Therefore, CDE intends to assess the breadth and depth of the standards each year to the maximum extent possible, given the restrictions of interim assessment.

High school mathematics assessment development must take multiple issues into consideration. 1) The Colorado Academic Standards for high school mathematics span grades 9-12. 2) The State Board of Education adopted assessment attributes that include grade level specific mathematics assessments. 3) Colorado school districts approach mathematics instruction through traditional as well as integrated/international pathways. CDE would like to develop mathematics assessments that honor both pathways in an equitable manner. 4) The high school mathematics assessments should allow for preservation of the valued Colorado Growth Model. 5) The assessments need to be fiscally reasonable. 6) The assessments must be technically sound with results that may be used for comparable high stakes accountability decisions at multiple levels.

To resolve these issues in the most effective and equitable manner possible, Colorado has chosen to approach high school mathematics assessment through an overlap method in which eligible content for the first assessment will include the overlap in standards between Algebra I and Integrated/International I. Eligible content for the second assessment will include the overlap between Geometry and Integrated/International II, Geometry and Integrated/International I, and Algebra I and Integrated/International II. Finally, eligible content for the third assessment will include the overlap between Algebra II and Integrated/International III, Algebra II and Integrated II/International II, Algebra II and Integrated/International I, Geometry and Integrated/International III, and Algebra I and Integrated/International III. Through this method, Colorado will be able to assess 99% of the total mathematics standards across all three years. The Offeror must provide a plan for how it will develop the high school mathematics assessments in this manner. The plan must include any foreseeable issues with this approach as well as the steps that the Offeror will take to resolve these issues.

Note: The selected approach was based on the model pathways (Traditional and Integrated/International) and courses presented in Appendix A of the Common Core State Standards:
http://www.achieve.org/files/CCSSI_Mathematics%20Appendix%20A_101110.pdf.

In addition, the aspects of the mathematics content standards unique to Colorado, such as those related to Personal Financial Literacy, must be assessed.

The Offeror must provide its plan for ensuring a high level of consistency between the summative and interim frameworks with adjustments made due to time and item type constraints.

- C.4.2.d. Development of Performance Level Descriptors. CDE is seeking guidance relating to the role of performance level descriptors in the interim assessments. As applicable, the Offeror must provide a description of the process to be used to develop general and grade level specific performance level descriptors for the interim assessments.

The Offeror must provide its plan for ensuring a high level of consistency between the summative and interim performance level descriptors with adjustments made due to time and item type constraints, as well as differences in time of administration in the school year.

- C.4.2.e. Item Types and Test Blueprints/Specifications. Each type of assessment item to be used and developed as needed for the Colorado assessment system is defined below:

- Single Correct Response Items:
 - Selected-Response – These are items in which students are presented with several answer choices, one of which is correct. Students are asked to select the correct answer. With an online assessment, this could include items such as drag and drop and hot spot items. Selected-response items should be designed to assess the highest level of content knowledge and cognitive complexity that can be appropriately measured through this type of item appropriate to the evidence outcome being assessed.
 - “Griddable” Response – Although CDE has determined that griddable response items are too cumbersome or costly for paper/pencil administration, online administration provides for single number or single word answers making use of the item type more feasible. These items should be easy for the computer to score without requiring extensive engine training.
- Short Constructed Response – These are items in which students write in a response to a question or a prompt. Student responses consist of 1) one to five sentences, 2) written work in solving a mathematics problem, 3) drawing, or 4) another response that can typically be provided in five minutes or less.
- Extended Constructed Response - These are items in which students write in a response to a question or a prompt. Student responses consist of one to several paragraphs. Student responses can be typically be provided in 20 minutes or less in reading, mathematics, science and social studies. For some more traditional writing items, these items may take up to an entire class period.
- Performance Events – These items are performance-based.

They require students to engage in higher order thinking and to provide a response that is more complex than a simple correct or incorrect answer. Student responses may consist of written or illustrated integrated answers. Response time will vary across grades and content areas from 20-60 minutes. Mathematics is expected to take closer to 20 minutes while writing is expected to take 45-60. For comparison purposes, the definitions from the two multi-state assessment consortia are included below:

- “Performance events provide a measure of the student’s ability to integrate knowledge and skills across multiple standards. Performance events will be used to better measure capacities such as depth of understanding, research skills, and complex analysis, which cannot be adequately assessed with selected- or constructed-response items” (SBAC).
- “Students will be asked to read a variety of materials and compose a written essay based on the relevant information over several sessions. These extended performance tasks will be controlled research projects that take advantage of advances in testing technologies to provide the students with the materials they need, including multi-media materials” (PARCC). Student responses may take up to one class period (approximately 45 minutes).
- Innovative, Interactive Technology-Enhanced Items – These are sophisticated, simulation-based items that require students to respond with a virtual performance. The items utilize advanced simulation engines featuring online tools and content not previously assessed through selected-response or constructed-response item formats. Students’ responses are expected to be computer-scored.

The Offeror shall create a proposed test blueprint for the assessments to be developed in each content area. Based in part on the frameworks developed under Component A: Summative Assessments, the Successful Offeror shall provide refined blueprints to be reviewed by the field, as appropriate, and revised by CDE. The Successful Offeror will be responsible for providing a finalized document for CDE approval. This blueprint must specify the numbers of each type of assessment item to be used at each grade level in each content area, depth of knowledge, the numbers of items in each eventual test form (operational and field test slots) and the total amount of testing time. The Offeror must take into consideration the fact that the assessments must generate valid information throughout the data distribution, including both tails.

Reading assessments must include a combination of literary and informational passages. Literary texts include fiction, literary nonfiction and poetry. Informational texts include exposition, argumentation, persuasive texts, procedural texts and documents. The text distributions reflected in Table 37 are based on the NAEP Reading Assessment Framework and the SBAC ELA Claims. The Offeror

should refer to the provided text distributions for direction; however, the Offeror should also provide CDE with additional guidance and expertise based on the expectations of the standards. The Successful Offeror will need to take into consideration the determinations made under Component A: Summative Assessments.

Table 37
Percentage Distribution of Literary and Informational Passages

School Level	% Literary	% Informational
Elementary	50	50
Middle	45	55
High	30	70

Writing assessments must include a combination of narrative, informative and persuasive purposes. The distributions reflected in Table 38 are based on the NAEP Writing Assessment Framework. The Offeror should refer to the provided distributions for direction; however, the Offeror should also provide CDE with additional guidance and expertise based on the expectations of the standards. The Successful Offeror will need to take into consideration the determinations made under Component A: Summative Assessments.

Table 38
Percentage Distribution of Writing to Persuade, to Explain and to Convey Experience

School Level	% To Persuade	% To Explain	% To Convey Experience
Elementary	30	35	35
Middle	35	35	30
High	40	40	20

The Offeror must provide its plan for ensuring a high level of consistency between the summative and interim item types and blueprints with adjustments made due to time and item type constraints.

C.4.2.f.

Design. Table 39 provides a preliminary foundation for the number of operational items of each type that could be used in the interim assessments in each content area and grade level. However, the Offeror is strongly encouraged to use its expertise to present alternate designs which will better assess the CAS and meet Colorado's needs, including cost efficiency. The Offeror must describe the issues involved with having single items of any one type in an assessment. Based in part on the design developed under Component A: Summative Assessments, the Successful Offeror shall provide a refined design to be reviewed by the field, as appropriate, and revised by CDE. The Successful Offeror shall be responsible for providing a finalized document for CDE approval.

The Offeror must provide its plan for ensuring a high level of consistency between the summative and interim test designs with adjustments made due to time and item type constraints.

Table 39

Design of Each Interim Assessment

	Mathematics	Reading	Writing	Science	Social Studies
Single Correct Response					
Grade 3	20	18	10		
Grade 4	20	18	10		15
Grade 5	20	18	10	15	
Grade 6	20	18	10		
Grade 7	20	18	10		15
Grade 8	20	18	10	15	
Grade 9	20	18	10		
Grade 10	20	18	10		
Grade 11	20	18	10	15	15
Short Constructed Response					
Grade 3	2	2			
Grade 4	3	3			3
Grade 5	3	3		3	
Grade 6	3	3			
Grade 7	3	3			3
Grade 8	3	3		3	
Grade 9	3	3			
Grade 10	3	3			
Grade 11	3	3		3	3
Extended Constructed Response					
Grade 3		1	2		
Grade 4		1	1		
Grade 5		1	1		
Grade 6		1	1		
Grade 7		1	1		
Grade 8		1	1		
Grade 9		1	1		
Grade 10		1	1		
Grade 11		1	1		
Performance Events					
Grade 3	1				
Grade 4	1		1		
Grade 5	1		1		
Grade 6	1		1		
Grade 7	1		1		
Grade 8	1		1		
Grade 9	1		1		
Grade 10	1		1		
Grade 11	1		1		
Innovative, Interactive Technology-Enhanced Items*					
Grade 3	3				
Grade 4	3				1
Grade 5	3			3	
Grade 6	3				

Grade 7	3				1
Grade 8	3			3	
Grade 9	3				
Grade 10	3				
Grade 11				3	1

*Note – For mathematics, the Innovative, Interactive Technology-Enhanced items could replace other items.

Offerors should also suggest how the design could reflect the CAS requirements for fluency.

C.4.3. Item Development. Note that the Colorado interim assessments need not be custom-developed. CDE is willing to use existing items that are aligned to the Colorado Academic Standards (CAS) and available for use in Colorado's schools. This could mean items developed and used in Colorado in its summative assessments, as well as in other states or owned by the Offeror. Any proposed items should be available without undue restriction for use by Colorado schools. Any additional items that are to be created should be developed by the Successful Offeror, working in collaboration with CDE.

C.4.3.a. Samples for RFP. The Offeror shall provide samples of high quality elementary, middle, and high school assessment items of each type being proposed for inclusion for each content area so that CDE can see the nature of the work that the Offeror is capable of providing. To illustrate the nature of the new assessments, CDE will share the items provided by the Successful Offeror with the public, so the items must be available for this purpose. Prior to the operational assessment, the Successful Offeror may need to augment these items to provide the field with an adequate understanding of the item types and content for the 2014 assessments.

C.4.3.b. Item Specifications and Style Guides. The Successful Offeror shall develop or provide the specifications used for each type of item and artwork to be created. For items to be developed specifically for Colorado, the Successful Offeror shall work with CDE to prepare a Colorado Style Guide that will be followed by the Successful Offeror for online item presentation. In addition, online items should include Accessible Portable Item Profile (APIP) coding. The Offeror shall provide evidence of its ability to fulfill this requirement.

C.4.3.c. Universal Design. The Offeror must present its plan to ensure that items have been or will be created that (will) permit students with disabilities and English learners to fully participate in the assessments and receive valid scores, while minimizing the need for accommodations. The Offeror shall explain how the needs of students with disabilities, especially sensory, physical and language disabilities, as well as English learners, have been or will be taken into consideration during item writing. The Offeror shall explain how universal design principles have been or will be applied. In addition, the Offeror must explain how language load has been or will be addressed.

C.4.3.d. CAS Alignment (Potential Educator Meeting). The Offeror shall describe how it can demonstrate the two-way alignment of the assessment items to the CAS. Two-way alignment is a demonstration that all assessment items measure a Colorado standard and that all selected standards are measured

by the assessment. External validation of internal Offeror determinations is highly suggested. Any planned involvement of Colorado educators or CDE staff should be explicitly addressed. The Offeror must also describe in detail how it will develop this comprehensive plan, as well as what mix of existing and newly-developed items it proposes to use for this component.

- C.4.3.e. Selection or Development of Items. The Offeror shall describe in detail its comprehensive plan for the selection or creation of items for this assessment component. For each year, grade, content area and item type, the Offeror shall identify the number of items that it 1.) currently has and 2.) will develop.

C.4.4. Electronic Item Development System and Item Bank

- C.4.4.a. Item Development System. Item development done specifically for Colorado is to be carried out using the Successful Offeror's electronic item development system. This system may be stand-alone or be connected to the Internet. The Offeror shall describe its electronic item development system – its functions (e.g., use in item development, item editing, item revisions, item reviews, and selection of items for field testing and actual use). Each Offeror needs to describe this system in a detailed, step-by-step manner, providing illustrative graphics and/or online access to it for review and evaluation by CDE. The Offeror shall describe the steps it will take to protect the security of the assessment items at each step of the item development and review process. There may be a required demonstration of this system as described in Section 6 of this RFP.

The Successful Offeror may be asked to incorporate items from Colorado's new summative assessment, another state, Colorado's current assessment program (Transitional Colorado Assessment Program, TCAP), one of the multi-state consortia, or other sources. The Successful Offeror would need to provide evidence of the items' alignment to the Colorado Academic Standards in terms of content, depth of knowledge, and mastery before incorporation into Colorado's new assessment system. The Offeror shall address its capacity to complete these activities.

- C.4.4.b. Item Bank The Offeror shall describe in detail its system for storing and retrieving items from its item bank. This system must provide for the ability to indicate the status of each item (e.g., not yet reviewed, content and sensitivity reviewed, field tested, data and bias reviewed, when used operationally along with standards, assessment objectives and item statistics), and permit the assessment forms to be readily assembled. The system should allow for the items to be tagged according to both the CAS and the CCSS, as well as relevant skills. Should it be determined to be appropriate secondary standards should also be able to be indicated. The Offeror shall describe the extent to which its system meets the APIP standards and specifications. The Offeror shall describe how it will provide CDE with access to the item bank. There may be a required demonstration of this system as described in Section 6 of this RFP.

C.4.5. Development Process and Cycle.

- C.4.5.a. Passage Selection and Storyboard Creation. The Offeror shall describe its plan for selecting appropriate passages for all relevant content areas based on complexity, quality and range. Although CDE values the use of authentic, classic and historically significant passages, it recognizes that especially in lower grades, the Offeror may have the ability to provide appropriately complex, high quality literary and informational texts through a commissioned process. CDE also appreciates the flexibility in use that commissioned passages provide. CDE will, therefore, permit the Successful Offeror to use high quality commissioned passages as well as copyrighted passages for which permission is obtained. It will be the responsibility of the Successful Offeror to provide all needed passages for the interim assessments, including both printed and online tests. For all permissioned passages, it will be the Successful Offeror's responsibility to secure the permissions ensuring that CDE can use the items on both paper/pencil and online assessments. The Offeror shall provide evidence of its ability to fulfill this requirement. As relevant, the Offeror shall also describe its procedures and plan for producing storyboards for technology-enhanced items.
- C.4.5.b. Passage and Storyboard Review. The Offeror shall present its current procedures for passage and storyboard review for all items it is proposing to bring to the Colorado project. The Offeror shall also present its plan for passage and storyboard review for all items developed specifically for Colorado. For the passages, the review must reflect an evaluation of the complexity, quality and range of text, as well as sensitivity/bias.
- C.4.5.c. Item Writer Training and Assignments. The Offeror shall present its current procedures for item writer training for all items it is proposing to bring to the Colorado project. The Offeror shall also present its plan for item writer training for all items developed specifically for Colorado. The Offeror shall describe in detail its procedures and plans for determining item writing assignments.

The Offeror shall indicate in detail what materials it currently uses or proposes to use for assessment development training. The Offeror should discuss CDE's role in reviewing these procedures. The materials must assist item developers in understanding Universal Design principles, including accessibility related to interactive online item types as appropriate, so that the need for extensive assessment accommodations for students with disabilities and English learners is minimized. In addition, the materials should cover the issues related to the language load of assessment materials, especially in relationship to English learners and the academic assessments in Mathematics, Science, and Social Studies. How item writers are trained to take into consideration the implications of automated scoring should also be addressed.

The Offeror must present its process for recruiting, evaluating and retaining item writers. The Offeror must also provide its process for determining item writing assignments, as well as contingency plans should item writers fail to deliver.

- C.4.5.d. Content and Bias/Sensitivity Review (Potential Educator Meeting). The Offeror shall present its current procedures for content and bias/sensitivity review for all items it is proposing to bring to the Colorado project. The Offeror shall also present its plan for content and bias/sensitivity review for all items developed specifically for Colorado.
- C.4.5.e. Field Testing (Initial and Embedded). The Offeror shall present its current procedures for field testing for all items it is proposing to bring to the Colorado project. The Offeror shall also present its plan for field testing for all items developed specifically for Colorado.
- C.4.5.f. Data Review (Potential Educator Meeting). The Offeror shall present its current procedures for data review for all items it is proposing to bring to the Colorado project. The Offeror shall also present its plan for data review for all items developed specifically for Colorado. The Offeror must also discuss the conditions under which CDE staff will be allowed to review relevant data, including the number of students field tested, the demographic composition of the field tested students and the resulting data, including DIF.
- C.4.6. Form Development. The Offeror shall present its current procedures for form development and its plan for development of forms specifically created for Colorado. The Offeror shall describe in detail how it does or will select the items to be used in the operational forms each year. As relevant, the Offeror must describe the procedures for the development of the forms, including identifying the number of anchor items needed to equate the measures from year to year, the number of new operational items to be included, and the number and position of new items to be field tested. Maximum number of exposures for items must also be addressed. This plan must also describe how the Offeror will support the equating of the assessment from year to year during the development process. This must include the manner in which the item bank will be utilized to select the operational items as well as the field test items, and what percentage of pre-used items the Offeror proposes be used again.
- Offerors must provide their item refresh rates that maintain test security, allow for released items, support technical adequacy, and promote cost efficiencies.
- C.4.7. Accommodated Materials and Administration Procedures Development.
- C.4.7.a. Accommodated Procedures. Offerors must provide a draft list of appropriate assessment accommodations separately for students with disabilities and English language learners. Accommodations listed must be supported by the most current research. The list shall describe the test accommodations and supports that allow access for students with disabilities and English learners to most fully participate in each assessment without interfering with the measurement of the constructs. Offerors shall also discuss accommodations which would threaten the validity of the assessment by interfering with the construct being measured.
- C.4.7.b. Accommodations for Students with Visual Impairments. Offerors must describe how students with visual impairments will access the interim assessments.

- C.4.7.c. Native Language Accommodations. The Offeror must describe how the interim assessments will provide native language accommodations, especially Spanish.
- C.4.7.d. Non-Online Delivered Assessment. The Offeror must describe how students who are unable to directly use an online assessment will participate in the interim assessments.
- C.4.8. Document Development.
 - C.4.8.a. District and School Assessment Coordinators Manual. The Offeror shall describe in detail the contents of the District and School Coordinators Manual, as well as the planned processes for creating and proofing the manual. As relevant to the assessment being proposed, the District and School Assessment Coordinators' Manual could provide an overview of the assessment program, responsibilities of the DAC, responsibilities of the SAC, directions on how to prepare for the assessment, how to maintain any secure materials, etc.
 - C.4.8.b. Proctors Manuals. The Offeror must describe the steps it will follow to create the Proctors Manuals. As relevant to the assessment being proposed, the Proctors Manual could include changes or clarifications to the assessment from the previous year, an annual timeline of assessment activities, security procedures, specific assessment administration procedures, instructions for the online assessment system, etc. The Offeror shall describe in detail the contents of the Proctors Manual, as well as its planned processes for creating and proofing the manual.
 - C.4.8.c. Certification Forms. The Offeror must describe the steps it will take to develop DAC, SAC and Proctor certification forms indicating that ethical standards, security procedures and standard assessment administration procedures were followed throughout the assessment process. Forms shall also include space to indicate deviations from any of those. The Offeror should make suggestion as to how to collect, document and store these certifications. The Offeror should describe how also to have students participate in a certification process.
 - C.4.8.d. Ancillary Materials. The Offeror should describe in detail how it will develop any required ancillary materials, including manipulatives, necessary to meet the interim assessments being proposed.
 - C.4.8.e. Sample/Released Items, including Worksheets. The Offeror shall present its current procedures for release of sample items and its plan for release of items specifically created for Colorado.

C.5. Assessment Administration

- C.5.1. Work Plan. The Offeror shall describe in detail its plan for the assessment administration of the tests. This plan must describe each step in the assessment administration process and must be reflective of the schedule presented under C.3.1 for all assessment administration activities from start to finish for each assessment year.
- C.5.2. Test Window. The Colorado Interim Assessments will be administered quarterly throughout the school year by local school systems using the online assessment engine provided by the Successful Offeror. School districts will schedule the interim

assessment testing when convenient for them. Testing will occur near the start of the school year, as well as near the end of the first quarter, the second quarter, and the third quarter. Thus, the Offeror should be prepared to have its online system available from late August to early April during each school year, starting in year two (school year 2013-14) of this contract.

C.5.3. Registration.

- C.5.3.a. Indication of Participation. The Offeror should describe the process that it proposes to use for local school districts to sign up for this voluntary program,
- C.5.3.b. Student Enrollment. The Offeror should describe the process that it proposes to use for local school districts to enroll its students in the Offeror's online assessment system, as well as ordering any needed proposed accommodated materials.

C.5.4. Document and Materials Production.

- C.5.4.a. District and School Assessment Coordinators Manual. The Offeror shall describe if and how the District and School Assessment Coordinators Manuals will be produced.
- C.5.4.b. Proctors Manuals. The Offeror shall describe if and how the Proctors Manuals will be produced.
- C.5.4.c. Certification Forms. The Offeror shall describe if and how the Certification Forms will be produced.
- C. 5.4.d. Ancillary Materials. The Offeror shall describe if and how any proposed ancillary materials will be produced.
- C.5.4.e. Sample/Released Items, including Worksheets. The Offeror shall describe if and how any sample/released items will be produced.
- C. 5.4.f. Online Test forms. The Offeror shall describe in detail how it will assure that all items placed in its online assessment system will appear on students' computer screens as intended for the variety of types of computers, operating systems, and types of connectivity described in the next section. The Offeror must describe in detail its plans for ensuring quality control of the production of the online test forms commensurate with a high stakes assessment program.
- C.5.4.g. Accommodated Materials. For the interim assessments, most accommodations should be provided online. For any accommodation identified in C.4.7 which cannot be delivered through the online system, the Offeror shall describe how it will be produced.

C.5.5. Secure Access, Distribution, Collection, Storage and Destruction.

- C.5.5.a. Electronic Documents and Materials. For each of the documents and materials identified in C.5.4. which will be delivered electronically, the Offeror shall describe how they will be accessed.

- C.5.5.b. Packaging. For each of the documents and materials identified in C.5.4. which will be delivered in hard copy, the Offeror shall describe how those materials will be packaged.
 - C.5.5.c. Distribution and Collection. For each of the documents and materials identified in C.5.4. which will be delivered in hard copy, the Offeror shall describe how those materials will be distributed and collected.
 - C.5.5.d. Materials Storage and Destruction. The Offeror shall describe its plan for the storage and destruction of any secure and non-secure Colorado interim assessment materials it has in its possession.
 - C.5.5.e. Disaster Recovery. The Offeror shall recommend an industry-standard recovery approach that meets applicable CDE standards with a reasonable expectation that testing requirements can be successfully achieved. The disaster recovery approach shall include a description of how materials and data for this project will be backed-up and recovered in the case of an emergency. CDE shall have final approval of the disaster recovery solution.
- C.5.6. Test Monitoring.
- C.5.6 a. Fidelity to Test Administration and Security Procedures. The Offeror shall describe in detail the steps that it would take to monitor the fidelity with which the test administration and security procedures are being applied.
 - C.5.6.b. Reported Violations of Administration and Security Procedures. In Colorado, DACs are expected to report violations of administration and security procedures to CDE. Should a DAC contact the Successful Offeror, the Successful Offeror shall redirect the DAC to CDE and verify with CDE that the issue was appropriately reported. The Offeror shall confirm its agreement to meet this requirement.

C.6. Web-based Online Test Delivery System

CDE requires that the Successful Offeror provide a hosted infrastructure (a.k.a 'cloud') service solution that integrates with existing CDE/district data systems. Ideally, the Successful Offeror will host an end-to-end online testing service, given pre-loaded student demographic data from the state and/or district systems. The system shall be fully functional and capable of independent operation between districts and the Successful Offeror without state-level mediation.

- C.6.1. Work Plan. The Offeror's work plan must provide a detailed description of its proposed web-based online test delivery system. This plan must describe each step in the deployment of the test delivery system and must be reflective of the schedule presented under C.3.1 for all online test delivery system activities from start to finish for each assessment year.
- C.6.2 Online Assessment Implementation Plan. The Offeror must include a plan for implementing a completely electronic online assessment system for the Colorado Interim Assessments, beginning in school year 2013-2014. The plan should include a detailed description of how the Offeror will provide an online test delivery system to accommodate the administration of both selected- and constructed-response items online.

C.6.3. Online Testing System

- C.6.3.a. Web-based Online Test Delivery System. The Offeror shall indicate whether the hosted infrastructure service that it proposes to use for this assessment component will be used in its current form or if it will be modified in any way for Colorado. If the service will be modified, the Offeror shall specify which elements of the proposed service are parts of a currently operational system. The Offeror must specify the version/release number of the service to be implemented for this project. The Offeror must also provide a list with contact information for all state customers that are currently using/have used the proposed version of the service and a list for all state customers that are using/have used prior versions of the service.

The Successful Offeror shall provide the State with a detailed Infrastructure Plan, which will incorporate all components required to meet industry standard best practices, and at a minimum include the following: hardware; software; network; active directory services; database; caching capabilities; configuration; contractor resources for implementation; timeline segment in accordance with the Project Plan; and testing and validation. The Successful Offeror shall review and update the Infrastructure Plan as needed throughout the project; however, CDE shall have final approval of the Infrastructure Plan and any modifications.

The Successful Offeror's web-based hosted infrastructure service must provide for delivery on wireless networks with comparable performance to wired networks. **Due to the expectation that some districts will have to rely on lower grade access, such as dial-up, proctor caching must be provided.** Applications must be delivered within a secure browser that restricts access to the desktop and Internet, based on the requirements of CDE. The secure browser must function (and be maintained) on a current release of Linux, Windows/Intel, Macintosh (Intel and PowerPC chips), and Citrix operating systems. The application must be compliant with Terminal Server-based applications such as Citrix. The Offeror must indicate how it proposes to fulfill this requirement.

Colorado does not have established minimum technology standards for schools within the state. However, support from the Successful Offeror must include the following technical standards at a minimum: Windows 98 Service Pack II or higher, VISTA, Windows 7, plus Mac OS 9.2.2 and Mac OS 10.1.1 or higher as well as current version of the Linux kernel. The Successful Offeror shall be prepared to support all subsequent releases of these platforms as well. The Offeror shall indicate how it proposes to fulfill this requirement. Support for versions of operating systems will be continued until CDE approves discontinuing support for a particular version. CDE assumes that at a minimum, the proposed assessments will require the hardware specifications displayed in Table 40. The Offeror shall discuss the minimum hardware specifications and technical standards as well as the recommended hardware specifications and technical standards needed for operation of its proposed system. This discussion should also include an analysis of differences in system performance based on minimum or recommended hardware.

Table 40
Minimum Hardware Specifications and Technical Standards

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

The Offeror shall also describe its strategy for ensuring that new systems and all interfaces function properly when releasing new versions of any software application.

- C.6.3.b. **Tools and Accommodations.** The Successful Offeror is expected to adhere to and meet the evolving expectations of industry standards in online accommodations. The Offeror must describe the extent to which its system currently meets the Accessible Portable Item Profile (APIP) standards and specifications.

Based on the Successful Offeror's recommendation and input from the field, CDE will determine the content areas for which tools and accommodations will be provided, as well as which ones should be able to be turned on or off by students. The Offeror shall discuss how the tools and accommodations accessed by the student during testing will be tracked as well as how student profiles will be created and/or uploaded to allow for appropriate accommodation options during testing. The Offeror shall specify the extent to which its system can provide the following:

- Navigation tools including navigation buttons such as next, back, skip to, and mark for review;
- Test taking tools including highlighter, notepad, strikethrough, reset, and customizable exhibit window;
- Writing tools including cut, paste, copy, undo, redo, font format, spell check and paragraph format among other basic word processing functionalities;
- Calculator tools including the basic four function, scientific, and graphing calculators in the online assessment; and

- Additional Mathematics and Science tools including grade level equation editors, drawing tools, rulers, protractors, calculators, compasses, formula sheets, periodic tables, etc.

The Successful Offeror's test delivery interface shall include all of the information and resources required to make a test item accessible for students with a variety of disabilities and special needs. The Offeror shall discuss the extent to which its test delivery interface includes the following accommodations:

- Audio accommodations either through text to speech or through recorded audio (the Offeror should discuss the pros and cons of these audio alternatives). For audio accommodations, the discussion should include the Offeror's ability to highlight portions of the screen to be read aloud, alternate text tags, captioning, text within a graphic or table to be read aloud, audio for all on-screen text in science and mathematics online assessments. How the audio for an item may be altered to eliminate cuing should also be discussed;
- Visual accommodation tools including magnification, reverse contrast, selection of foreground and background colors, color overlay, masking, adjustable font face, and alerts to test takers that alternate tactile representations are available;
- Additional accommodation tools including virtual keyboards, translation tools, sign language and sign system presentation, , voice recognition, and word prediction;.

The Offeror shall discuss the extent to which its web-based test delivery system will be compatible with third-party devices and software that allow accommodations to be offered to students with disabilities for accommodations that cannot be built into the Offeror's system. Devices that can be used with the test delivery interface include alternate keyboard, alternate mouse, refreshable braille displays, braille note-takers, keyboard emulators, and alternative and augmentative communication devices.

The Offeror shall discuss how individual student profiles are created or imported into the system to select and make available appropriate accommodations based on student need.

C.6.3.c. Online Tutorials. The Offeror shall describe already developed or to be developed required online tutorials. These will be used to familiarize the student with the system and the item types prior to the opening of the testing window. Tutorials must be available from the start of the school year through the end of the year.

C.6.4. Application Testing. The Successful Offeror will be responsible for comprehensively testing its applications and ensuring that its services provide a stable platform for assessment. The Offeror shall describe its overall approach to testing its proposed system. The description must include details pertaining to how the Successful

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

Each system component must be made accessible to CDE staff in a non-production environment that comprehensively mimics the production (i.e. pre-production) environment such that CDE will be able to conduct its own application tests and be assured that the application test responses represent the exact behavior that will be expected of the application in the production environment.

CDE will be allowed no fewer than 5 business days to conduct testing of any system component and 10 business days to conduct any system-wide tests. All systems must be functional and available for district installation at least 6 weeks prior to testing.

The Successful Offeror must document the plan for application testing and the results of the application tests. Both the testing plan and the subsequent results of the testing plan must be provided to CDE with sufficient time such that CDE can request substantive changes to the plan or the application as appropriate.

Any mandatory changes identified by CDE shall be incorporated by the Successful Offeror before the start of administration. Final, approved forms and items shall be available in the Successful Offeror's test delivery system a minimum of two weeks prior to the opening of the test window.

Offerors shall provide in their proposals recommended mitigation and contingency plans should the Offeror's system be inoperable for some or all schools during the testing window with final plans being determined by the Successful Offeror and CDE.

C.6.5. Data Integration and Collection.

C.6.5.a. Data Integration. Colorado is part of the Shared Learning Collaborative which will use the Shared Learning Infrastructure (SLI) Data Store. The Application Programming Interface (API) contains the building blocks necessary to create SLI applications. The SLI Data Store is strictly governed by the API. Therefore, applications provided by the Successful Offeror shall be SLI-compatible, such that they integrate with the API. Web-based applications requiring complex navigation and non-web-based applications are not suitable for SLI portal integration. Additional API information is available at slcedu.org.

To facilitate data integration with the SLI Data Store, data must be exported to one or more of the data exchange formats defined by the SLI Bulk Data Ingestion and Validation layer. These formats include:

- Standardized XML (Ed-Fi Interchange Format)
- Comma Separated Values (CSV) Format
- Schools Interoperability Framework (SIF)

The Offeror shall describe how it will meet this requirement.

C.6.5.b. System Requirements. The Offeror shall describe in detail the services to be provided in order to conduct the required online data collections.

The Offeror shall include a detailed description of how its data collection system will be designed to operate within existing local district communication infrastructures, including T-1, DSL or cable modem lines. The Offeror shall assume that the existing technological infrastructure and computing hardware of the state, districts and schools will not be replaced, as well as take into consideration that some systems will be upgraded.

The Offeror shall also describe how its system works with district/school content filtering systems and firewalls.

The online data collection system design must be flexible so that software modifications, database changes, and reporting requirements can be made efficiently and cost effectively. The Offeror must indicate how it will assure that this can be done.

The Offeror shall describe the extent to which its system shows the real-time online testing status and statistics by assessment and school, district and state to CDE and districts. (For example, number of students testing by district and total tested, average time tested, system response time, etc.) The frequency of these reports should be identified.

The Offeror shall describe the extent to which its system has the ability to collect test codes, accommodation codes and other demographic information by administration for online assessments before, during and after testing.

The Offeror shall describe its systems capabilities to score the single correct response, short constructed and extended constructed response item types, as well as writing performance events. If local teacher scoring will be required, the Offeror should describe how those scores will be put into the online testing system for inclusion in total scores.

- C.6.5.c. Data Collection Protection Features. The Offeror shall discuss how its system responds to interrupted internet services without the loss of data, including student responses.

The Successful Offeror's online data collection system should have a time-out or similar locking mechanism to prevent unauthorized access in the event that a student, while entering data, has to immediately evacuate the area due to an emergency such as a fire or tornado drill. This should also include an auto-save feature so that the student can easily resume when the emergency or the time-out has passed. The Offeror shall indicate how it proposes to meet this requirement.

- C.6.5.d. Access to Data Collection System. The Offeror shall indicate how it proposes to provide CDE and selected technical advisors with a secure, password-protected web based system for the purposes of analyzing the assessment processes and the resultant data, as well as with access to and oversight of all aspects of online performance during the data collection windows and access to captured data after the data collection windows close.

The Offeror shall indicate how it proposes to provide access to the online data collection system via a unique log-in ID and password to each (DAC), school assessment coordinator (SAC), teacher of classes

participating in each assessment component, and each of the students to be assessed online.

C.6.6. System Reliability and Mitigation Experience.

C.6.6.a. Information Technology. The Successful Offeror shall ensure the reliability of information technology used in the transmission and function of computer-based assessments. The Offeror shall provide a draft plan detailing the deployment and operation of information technology and contingencies for the failure of information technology systems. The Successful Offeror will finalize this plan. The Offeror must identify its metrics for system performance.

C.6.6.b. Cyber Security. The Offeror shall agree at all times to maintain network system and application security that, at minimum, conform to the following:

- State of Colorado Cyber Security Policies as found at:
<http://www.colorado.gov/cybersecurity>
- Current cyber security standards set forth and maintained by the Center for Internet Security, which can be found at:
<http://www.cisecurity.org>

The Offeror must agree to document all cyber security expectations to State of Colorado Policies and Standards in response to this RFP. Special consideration must be made to ensure the security of Personally Identifiable Information (PII) stored or processed by the system.

The system will be subject to security reviews by OIT Office of Cyber Security. The Offeror shall describe the overall approach to security in its proposed system. The Offeror shall describe all cyber security exceptions to State of Colorado Policies and Standards in response to this RFP. Challenges that the Offeror may encounter for meeting cyber security standards during this project and how those challenges can be mitigated shall also be identified.

The Offeror shall discuss the features of its system which prevent infiltration.

C.6.6.c. Online Assessment Challenges and Remedies. The Offeror shall describe the issues/challenges/problems/mistakes that arose in its history with online assessment administrations. The Offeror must describe and indicate the level of impact to school personnel, students, scores and timeline for reporting. The description shall include the steps taken by the Offeror or sponsoring agency to mitigate those issues. Finally, the Offeror should indicate what steps it will take to prevent these issues from occurring in Colorado.

C.7. Scoring and Reporting.

CDE is interested in providing real time scoring to students and teachers for the interim assessments. The efficiencies of automated and artificial intelligence scoring must be maximized.

- C.7.1. Work Plan. The Offeror shall describe in detail its plan for the scoring of the tests. This plan must describe each step in the scoring process and must be reflective of the schedule presented under C.3.1 for all scoring activities from start to finish for each assessment year.
- C.7.2. Scoring of Selected Response Items. The Offeror shall describe how it will assure that items are correctly coded with keys matching the intended correct answers.
- C.7.3. Constructed Response Items.
- C.7.3.a. Scored Using Artificial Intelligence (Potential Educator Meeting). The Offeror must indicate in detail its experience in developing or using artificial intelligence (AI) software in scoring student responses. The description shall illustrate the Offeror's experience with using AI scoring for each of the proposed item types, as well as limitations to the use of the Offeror's artificial intelligence scoring engine for each of these item types. This includes past and current projects, the software used in each, the manner in which the Offeror proposes to use its software for this assessment component, the issues that it anticipates in using its software in Colorado, as well as the areas in which it anticipates that its software will not be effective. The Offeror shall describe how its AI engine functions, including how it is trained in relationship to content. The Offeror shall provide its projected plans, if any exist, for improving its AI scoring capacity, including a description of why the company believes that this is a realistic goal. This description shall include specific time frames and must be considered within the context of the projected online implementation schedule of each content area in the summative assessment component.
- For all constructed response items it is proposing to bring to the Colorado project, the Offeror shall present its current procedures for development and selection of training papers for scoring of constructed response items and training of the artificial intelligence scoring system. The Offeror shall also present its plan for development and selection of training papers for scoring of constructed response items and training of the artificial intelligence scoring system for items developed specifically for Colorado. The role, if any, of Colorado educators in validating the rubrics and scoring of the training papers should be discussed.
- C.7.3.b. Scored by Local Educators (Potential Educator Meeting). For all constructed response items it is proposing to bring to the Colorado project, the Offeror shall present its current procedures for development and selection of anchor/training papers and development of its scoring materials. The Offeror shall also present its plan for selection of anchor/training papers and development of its scoring materials for items developed specifically for Colorado. The role, if any, of Colorado educators in validating the rubrics and the scoring of the anchor/training papers must be discussed. The Offeror shall describe the process for the educators to upload the raw scores from these items.
- C.7.4. Individual Scale Scores and Subscores. The Offeror shall describe how the different types of scores it is proposing will be produced and verified. The Offeror must include scores produced strictly on items which are computer-scoreable and scores produced based on a combination of the computer-scored and local educator scored items. The limitations in interpretation of both of these scores must be discussed.

The Offeror shall also describe how the reports will provide predictive information regarding expected performance on the summative assessment. The timeline for providing this information must be discussed.

- C.7.5. Aggregated and Disaggregated Scores. The Offeror shall describe how the system will aggregate scores to the classroom, school, district and state level by content area and grade and disaggregate by demographic variables.
- C.7.6. Additional Scoring Considerations.
- C.7.6.a. Reliability and Validity of Scoring Procedures. The Offeror shall describe its proposed procedures for assuring that the assessments will be scored in a reliable and valid manner.
- Reliable and valid scoring for subgroups must also be discussed.
- C.7.6.b. Procedure for Unusual Responses. The Offeror shall describe its system's capabilities in identifying unusual responses such as those that indicate abuse or potential for student self-harm and in flagging those responses for the teacher to review.
- C.7.7. Data Ownership. School, districts and CDE shall own the raw and final data generated through the contract awarded from this solicitation. The Offeror is not allowed to utilize data generated through the Colorado interim assessments for its own purposes. Any usage of the data generated through activities related to this RFP may not be used for purposes outside of this RFP without prior written approval from the data owners.
- C.7.8. Quality Control. The Offeror shall describe its quality control procedures for ensuring that the scoring and reporting completed by its system is accurate and without error.
- C.7.9. Reporting.
- C.7.9.a. Formatting of Reports. The assessment results are to be reported in a "user friendly" format. The Offeror shall describe the process it has used or will use to develop the formatting of the reports. CDE is especially interested in reporting approaches that provide actionable information for students, parents, and classroom teachers. The reporting system should be designed to complement instruction and to facilitate the use of assessment results to improve student achievement. Reports should reflect areas of strength as well as areas that need to be targeted for instruction.
- C.7.9.b. Individual Student Reports. At a minimum, individual score reports shall summarize the student's performance in all content areas on which the student was assessed. The Offeror should discuss the inclusion of measurement error, such as error band graphics; relevant comparative information such as a bar chart displaying student scale score, school scale score mean, and district scale score mean; and explanatory narrative on individual student reports. Proposals should include sample score reports.
- Additionally, Colorado is interested in providing reporting measures that contain actionable information, such that teachers and parents can use results to connect students with targeted instructional and leisure-time materials that meet and challenge the student's abilities, interests and learning objectives. Should the Offeror propose to utilize the scores**

of a Subcontractor that can help identify appropriate reading materials, those costs must be listed as an option.

Availability of reports in languages other than English must be discussed.

- C.7.9.c. Aggregated and Disaggregated School, District and State Files and Reports. The Offeror shall identify the files and reports it proposes to provide for classroom, school, district and state use. How individual student identity will be protected for the various reporting categories and reports must be discussed.
- C.7.9.d. Assessment Interpretive Guide. The Offeror shall describe the interpretative guide(s) it has or proposes to develop to support the interpretation of the different reports it intends to produce.

C.8. Psychometric, Research, and Technical Activities

- C.8.1. Work Plan. The Offeror shall describe in detail its plan for the psychometric, research, and technical activities of the tests. This plan must describe each step in the psychometric, research, and technical activities, and must be reflective of the schedule presented under D.3.1 for all psychometric, research, and technical activities from start to finish for each assessment year.

- C.8.2. Field Testing.

- C.8.2.a. Field Test - Sampling Design. The Offeror shall provide a description of its sampling plan for the field test stage of item development. The plan shall include a description of participant selection and recruitment methodology. The plan shall also include the Offeror's strategy for ensuring that students are representative of the relevant subgroups at this stage of the development process. The Offeror shall indicate how many students are needed to adequately and accurately generate all relevant testing information, including item statistics and training papers. Any relevant empirical evidence that supports the Offeror's proposed sample size shall be included.
- C.8.2.b. Psychometric Analysis of Field Test to Support Operational Assessment. The Offeror shall describe the analyses it conducts or plans to conduct on field tested items. The standards set for item functioning for inclusion in operational assessments must be discussed.

The Offeror shall describe the item data generated from the field test, including appropriate IRT item and task parameters, distractor and bias sensitivity analysis, and fit and DIF statistics based on the selected IRT model. The Offeror shall also describe its approach to item calibration, including its approach to parameter estimation and any proprietary or third party software to be employed.

The Offeror shall describe the examination of performance task data from the field test, including rater reliability information, percentages of students in categories, materials used during review and any other relevant information.

The Offeror shall describe the conditions under which CDE and its TAC will be allowed to review the data generated from field testing of items the Offeror is bringing to the project. Item level data for items developed specifically for CDE must be available for CDE and its TAC review.

C.8.3. Operational Analysis. The Offeror shall describe what types of analyses it intends to conduct based on the operational administrations of the interim assessments.

C.8.4. Scaling and Standard Setting.

C.8.4.a. Vertical Scale Design. The Offeror shall describe the development and maintenance of its vertical scale, if one is being proposed.

C.8.4.b. Scaling. The Offeror shall describe the scaling procedure used for the proposed interim assessments.

C.8.4.c. Standard Setting (Potential Educator Meeting). The Offeror shall describe its standard setting methodology for the interim assessments. Use of empirical data, including summative data, as well as any use of Colorado educators, must be discussed.

Colorado is interested in identifying the degree to which students are on track to being college and career ready at each grade level. Therefore, CDE is interested in standard-setting approaches that connect achievement levels to post-secondary and workforce readiness indicators. The Offeror's plan to ensure continuity between grade levels must be described.

The Offeror shall recommend methods of validating cut scores across time, including approaches to revising as evidence indicates. In addition, the Offeror shall suggest how to approach communication with the field regarding potentially changing cut scores.

C.8.5. Linking and Equating. The Offeror shall describe its method for equating assessments within and across years as well as any proposed linking design across grades.

C.8.6. Plans for Establishing Technical Adequacy.

C.8.6.a. Peer Review Requirements. Although the interim assessments will not be subject to peer review, the Offeror must describe how and to what extent its proposed interim assessment will meet the technical quality expectations set out in the peer review requirements regarding technical adequacy in Section 4, Technical Quality of the U.S. Department of Education's (ED's) *Standards and Assessment Peer Review Guidance* (or more current Peer Review/ESEA requirements).

C.8.6.b. Alignment Studies. The Offeror shall describe its plans for conducting alignment studies between the interim assessments and the CAS. Plans for external validation of the alignment, including any use of Colorado educators must be discussed.

C.8.6.c. Establishing Predictive Score. The Offeror must provide its plan for establishing a predictive score/information for expected performance on the summative assessment based on performance on the interim assessments.

C.8.6.d. Technical Advisory Committee. The Offeror shall provide the names, institutions and credentials of its technical advisory committee. The Offeror must also identify how frequently the committee meets, its decision making authority and the level of transparency of its workings.

CDE has its own technical advisory committee. The Offeror shall indicate under which conditions it will be willing to present and discuss its psychometric procedures with the TAC. Any psychometric work done exclusively for CDE is subject to TAC review. The Offeror must indicate its willingness to have a representative from its psychometric team participate in CDE TAC meetings, estimated at no more than twice per year. With prior approval from CDE, the Successful Offeror may opt for personnel to participate via teleconference or via another distance communication technology. The Successful Offeror shall work with CDE to plan and participate in Technical Advisory Committee (TAC) meetings as determined by CDE. The Successful Offeror is expected to provide clearly stated questions and supporting background materials in a timely fashion for review by CDE and the TAC prior to TAC meetings.

C.8.6.e. Technical Report. The Offeror shall provide its existing technical report if it is proposing utilizing an existing assessment system to meet in part the requirements of this RFP. The Offeror must describe how that report will be augmented to account for the uniquely Colorado features of the proposed system. The Offeror must indicate which of the following are addressed in its current report and which will be addressed in the Colorado report:

- Test purpose and blueprint
- Test development
- Test administration
- Test scoring
- Item level statistics
- Standard-setting
- Accommodations
- Scaling
- Equating
- Reporting
- Reliability
- Validity

C.9. Training and Support

C.9.1. Work Plan. Training and support for the Colorado assessments shall be provided by the Successful Offeror to Colorado educators as needed for this assessment component. The Offeror must include in its proposal a detailed plan of action and timeline that describe how and when each of the training and support tasks will be accomplished.

C.9.2. Training and Professional Development.

C.9.2.a. Technology Director Training. The Offeror shall describe its training plan for district technology directors. This training may include training on the operation and features of the online assessment system. It may include training on the physical and electronic security of assessments, system requirements for implementing the online assessment and troubleshooting of technology issues at the school or district site. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The Offeror shall discuss the role CDE will have in previewing each training session and webinar.

C.9.2.b. Assessment Administration Training. The Offeror shall describe its assessment administration training plans for DACs and test administrators. This training may include how to sign up for the interim assessment program, as well as how to enroll students. Training related to the actual test administration should also be discussed. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The Offeror shall discuss the role CDE will have in previewing each training session and webinar.

C.9.2.c. Understanding the Assessment Results Training. The Offeror shall describe its plans for providing educators with tools to evaluate and analyze assessment results in order to make informed instructional and programming decisions. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The Offeror shall discuss the role CDE will have in previewing each training session and webinar.

C.9.3. Online Training Support. The Offeror shall describe its plan to provide training and customer support specific to online assessment. The description should include training with an easy to understand set of directions, including screenshots, for operating the online assessment software. The Offeror may also include other beneficial training materials in its response such as e-learning modules and online tutorials for users.

C.10. Customer Service

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

C10.1. District Assessment Coordinator Routine Communications/Notifications. The Successful Offeror will be responsible for writing routine communications/notifications to the DACs. CDE has a system in place for sending those routine communications to the field via a listserv.

C.10.2. Telephone and E-mail Support. A toll-free customer service number and trained customer service representatives shall be provided by the Successful Customer service personnel must be able to clearly articulate spoken English.

DACs will use the toll-free customer service number to resolve questions regarding all aspects of these Colorado assessments, including but not limited to, questions about training, materials, delivery and pickup dates for accommodated materials, inventory procedures, packaging materials for return, and reporting issues. Successful Offeror trained staff shall be available to answer Colorado calls from 8:00 a.m. to 5:00 p.m. Mountain Time each day, excluding federal and Colorado state holidays.

When customer service staff is not available to take a call, a voicemail service system shall be available to record the caller's message. Messages shall be returned in a timely manner, generally within one hour or less but always within one business day. The Offeror shall describe its proposed procedures for providing telephone support to Colorado.

The Successful Offeror shall also provide e-mail support.

- C.10.3. Issue Resolution System. Customer service staff shall have a system to ensure that issues raised by DACs have been satisfactorily resolved. For example, if a DAC had difficulties enrolling, the system shall ensure that 1) the DAC is given instructions on how to enroll and that 2) the customer service representative will verify that the district has been enrolled in the Successful Offeror's system. The Successful Offeror shall notify CDE of any communication with the field regarding urgent or sensitive issues (ex., online testing system failure).
- C.10.4. Records of Interaction with Customers. An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained by the Successful Offeror. The Offeror shall include a description of how calls and emails will be logged, including the caller/e-mailer name, district, school, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that CDE can sort by district, school, date, etc. Among other information, this will allow CDE to determine the frequency of issues that arise before, during, or after assessments. The electronic record will also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings. The Offeror shall indicate how it proposes to do this.
- C.10.5. Customer Service Initiated Calls and Communications. All communications with the field initiated by the Successful Offeror must be pre-approved by CDE. This includes both written communications and oral scripts used when customer service representatives must contact DACs. Additionally, customer service staff may be asked to initiate e-mail communications in unusual circumstances by CDE.
- C.10.6. Customer Feedback Survey. The Successful Offeror shall create and administer at least once annually a customer feedback survey, including both close ended and open ended items. The survey will record feedback on customer satisfaction with enrollment, installation/downloading, administration, scoring, reporting, customer service, etc. The Successful Offeror will be responsible for compiling responses. The feedback surveys will be available to CDE for review, as well as to be used in planning for the next year's program. Surveys used by the Offeror in the past may be included in an attachment.
- C.10.7. Customer Support. In addition to the "help" functions embedded in the assessment software and automated online or phone in support services, the Successful Offeror shall provide customer support for the installation and use of the online assessment software that includes phone accessible support personal.

D. Dashboard

Colorado's Dashboard will be made available for local district use from Kindergarten through 12th grade starting in the **2013-2014 school year**. The purpose of this assessment component is to provide a web-based platform system that can integrate data across time to allow students; parents; teachers; and school, district and state administrators to see ongoing progress and areas in need of attention and development. The Dashboard's base consists of the State Assessment Data Portal. Developing and implementing this portal is CDE's first priority. Other dashboard portals of interest include the Local Assessment and Classroom Data Portal and the Educator Performance Management Portal. These portals should allow for differentiated access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. The Dashboard should be capable of being upgraded over time. Depending on the Dashboard solution proposed by the Offeror, it is anticipated that the system could consist of a commercial off the shelf system, a more customized integration of existing applications into a single system, or a combination thereof. The solution proposed by the Successful Offeror must be interoperable with the data systems in place in Colorado.

Initially the system must be able to organize and present student level state assessment data in a way that is easy to read and understand.

The Offeror should refer to Table 41 when estimating the number of students served by Colorado public schools in Kindergarten through 12th grade.

Table 41
Number of Students by Grade Level in the 2010-2011 School Year

Grade	Total
Kindergarten	65,182
1	65,665
2	65,885
3	64,238
4	63,819
5	63,327
6	61,751
7	60,921
8	59,667
9	62,202
10	60,696
11	58,247
12	60,875
Total	812,475

D.1. General Requirements

- D.1.1. Communication. The Successful Offeror shall be prepared to assist CDE in explaining to the media, the public, the court, or other applicable entities why the Dashboard is appropriate for its intended purpose. The Offeror must confirm its agreement with this requirement.
- D.1.2. Confidentiality. The Successful Offeror shall follow state security policies, including the provision of confidentiality agreements for all Offeror staff, subcontractors and educators participating in aspects of this project that provides access to confidential data. The Offeror must provide a plan detailing the implementation of security procedures.
- D.1.3. State and Federal Requirements. The Dashboard and access to the Dashboard must be Family Educational Rights and Privacy Act (FERPA) compliant. The Offeror must confirm its agreement with this requirement.
- D.1.4. Cyber Security. The Successful Offeror shall agree at all times to maintain network system and application security that, at minimum, conform to the following:

State of Colorado Cyber Security Policies as found at:

<http://www.colorado.gov/cybersecurity>

Current cyber security standards set forth and maintained by the Center for Internet Security, which can be found at: <http://www.cisecurity.org>

The Successful Offeror must agree to document all cyber security expectations to State of Colorado Policies and Standards in response to this RFP. Special

consideration must be made to ensure the security of Personally Identifiable Information (PII) stored or processed by the system.

The system will be subject to security reviews by OIT Office of Cyber Security. The Offeror shall describe the overall approach to security in its proposed system. The Offeror shall describe all cyber security exceptions to State of Colorado Policies and Standards in response to this RFP. Challenges that the Offeror may encounter for meeting cyber security standards during this project and how those challenges can be mitigated shall also be identified.

The Offeror shall discuss the features of its system which prevent infiltration.

- D.1.5. Travel. Awarded Offeror may be required to travel to various statewide locations to meet project requirements/training.

All anticipated travel expenses are to be included in Offeror's cost component response. Therefore, the total price quoted for this project should include any travel, lodging or per diem costs to be incurred by Offeror's personnel to provide services requested. **NO ADDITIONAL COSTS WILL BE REIMBURSED.**

[The Offeror shall confirm its agreement to fulfill this requirement.](#)

- D.1.6. Subcontractor Requirements. CDE is allowing subcontracting to occur in the scope of work. CDE will allow subcontracting only under the following circumstances:

- All subcontractors must have primary offices and complete the work within the continental United States.
- The CDE reserves the right to not accept any subcontractors identified in the submitted proposal if it so chooses.

[The Offeror shall confirm its agreement to fulfill this requirement.](#)

D.2. Corporate Capacity and Personnel

- D.2.1. Organizational Structure. Organizational charts, including identification of Executive and Key Personnel, for the Offeror as a whole and for the CDE project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Offeror's departments and subcontractors, where appropriate. The Offeror shall also describe its escalation process for resolving any contractor/client disagreements.

The executive team member directly in charge of overseeing the Colorado project shall be identified. This executive team member shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award. Changes to the assigned executive team member, except for those resulting from separation of services, require prior written consent by CDE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

Qualifications of key executive personnel must be presented. A supporting resume outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

- D.2.2. Time Allocation of Key Personnel and Services. The Offeror shall provide a list of key staff as well as all staff assigned 0.20 FTE or greater to this assessment component. Each staff member's assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.

The Offeror shall affirm in the response to this request for proposals that should the contract be awarded, all key personnel proposed shall be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.

The Offeror shall assign one person to function as the Program Manager. That person must be responsible for all activities required by the project and will serve as the main contact person between the Successful Offeror and CDE. The Program Manager shall have the authority to make decisions and commitments on behalf of the Successful Offeror, subject to CDE approval.

CDE reserves the right to interview and approve all key staff. Throughout the life of this contract, and any extensions, changes to the assigned program manager will require prior written consent by CDE. In the event that CDE requests removal of specific Successful Offeror personnel, the Successful Offeror shall provide acceptable replacement(s) with no impact to the project. Replacement(s) shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by CDE.

All personnel who will work on-site at CDE or school sites may be required to be pre-approved for site access via a criminal background check paid for by the Successful Offeror.

- D.2.3. Staff Qualifications and Experience. Qualifications of all key personnel shall be presented in the Offeror's proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an attachment.

- D.2.4. Corporate Capabilities and Capacities. The Offeror must present a description of corporate capabilities. The Offeror shall provide the company's history, including the number of years that it has been in business, buyouts, takeovers, IPO's, bankruptcies, litigations and claims, etc. within the last 5 years, or for that period which the firm has been in business, if less than 5 years. Situations arising in assessed liquidated damages (LDs) must be described with their resolution, along with the amount of the LDs or provided additional services.

The description shall also identify the number of employees in the company and the company's location(s), including any presence in Colorado. The overall capacity of the Offeror's organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be discussed.

A general description of the Offeror's capabilities and capacities related to the development and implementation of data dashboard-related activities shall be included.

Specific examples of the Offeror's work products must be identified under the relevant requirements and specifications and provided in attachments as appropriate. CDE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.

- D.2.5. Relevant Experience. In tabular format, the Offeror shall provide a listing and descriptions of all work in similar projects that it and its proposed subcontractors have carried out or are carrying out for other clients. The table shall include client, program name, length of contract, number of roles, number of entities in each role, and functionality provided. For each such project, the Offeror must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax numbers, and e-mail address.

Company Experience. The following Offeror qualifications are required to ensure that effective services for the described project is achievable:

- Documentation of expertise
- Technical competency in all areas identified in Sections 4 and 5

Submit a minimum of three (3) Company Experience and Demonstrated Capability (CEDC) Fact Sheets, Attachment 16, for each of the areas listed above for experience in the last 5 years.

Further evidence of experience should be evident in responses to specific requirements and specifications as appropriate.

- D.2.6. Risk Management and Quality Assurance. The Offeror shall specifically address timeline issues, risks, mitigation and contingency plans for all aspects of the project. These plans must refer to more than just "communication." Additional details may be provided in the response to relevant requirements and specifications. The Offeror should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies. The Offeror shall submit sample Risk Assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This Risk Assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance.

D.3. Program Management

D.3.1. Key Activities and Transfer Dates.

- D.3.1.a. Schedule of Activities. The Offeror shall provide a proposed schedule for the Dashboard that clearly identifies and includes key activities related to system management and key transfer dates between the Successful Offeror and CDE. The Offeror shall provide recommended project deliverables with the proposal. The Offeror must provide a Key Activities Table for each fiscal year.

Dashboard must be functional in schools and districts by August 1st of 2014. This deliverable will be subject to liquidated damages. Additional deliverables may be added at the time of contract based on the Offeror's proposal.

- D.3.1.b. Project Schedule. Proposals for the Dashboard must include a detailed schedule and plan of action that describes how each of the tasks described in the proposal will be accomplished. The schedule shall at a minimum identify the tasks, subtasks, beginning date, end date and the party/functional group responsible for each step in the process. The

schedule or plan of action must be included as a separate attachment to the proposal.

Schedules must reflect the contract periods:

July 1, 2012 through June 30, 2013;
July 1, 2013 through June 30, 2014;
July 1, 2014 through June 30, 2015;
July 1, 2015 through June 30, 2016; and
July 1, 2016 through June 30, 2017.

The review of this schedule for the first contract period should occur within the first two weeks of the award of the contract. The Successful Offeror and CDE shall mutually agree upon final dates. Monitoring of the schedule will occur on an on-going basis. If necessary, timelines and schedules may be revised. If a revised timeline prevents the Successful Offeror from meeting a contractual deadline for delivery of services/products subject to liquidated damages, CDE must be notified as soon as possible. A necessary revision of a timeline on the part of the Successful Offeror exempts the Successful Offeror from meeting a contractual deadline **only if** (1) the Successful Offeror and CDE mutually agree upon and document through a contract amendment an extension of the deadline or (2) the Successful Offeror is able to prove that the deadline was not met due to CDE's failure to meet a contractual deadline resulting in the Successful Offeror's inability to adhere to the schedule for delivery of products and services.

D.3.2. Program Management Communication and Reports.

- D.3.2.a. On-going Communication. Communication between the Successful Offeror and personnel in CDE is essential. Telephone calls, telephone conference calls, overnight courier service, facsimile correspondence, and other communication procedures will be at the expense of the Successful Offeror. Toll-free numbers will be provided by the Successful Offeror for telephone communication including conference calls and webinars.
- D.3.2.b. Timeliness of Communication. The Program Manager shall return calls from CDE staff and respond to e-mail messages within 24 hours. If the Program Manager is not available to take calls and return messages, CDE shall be notified in advance. In the event that the Program Manager is not available, CDE shall be notified as to whom to contact in his or her absence.
- D.3.2.c. Project Meetings. Periodic meetings between CDE staff and representatives of the Successful Offeror are essential. Those persons directly involved with this component of the project shall be available for technical assistance and discussion.

The Successful Offeror's Program Manager shall prepare written documentation of each in-person project meeting. This shall be submitted to CDE within one week of the conclusion of each meeting.

- D.3.2.d. Program Improvement Plans. For each phase of the program, the Successful Offeror shall provide a report that addresses that phase by detailing the activities completed and by providing recommendations

for improvement. This report must be completed within one month of completing the relevant phase.

- D.3.2.e. Quality Control and Sign-Offs. Reviews and signoffs must be documented and available to CDE upon request. The Successful Offeror shall document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project.
- D.3.2.f. Invoices. The Successful Offeror for the Dashboard shall submit invoices according to the procedures and requirements set out by CDE. It is expected that the payment schedule for this contract will be four quarterly payments. The fiscal year for the State of Colorado runs from July 1 to June 30. The final invoice for each fiscal year must be received by June 15.

D.4. Dashboard System Features

- D.4.1. Work Plan. The Offeror shall describe in detail its plan for the development and/or deployment of the dashboard system features. This plan must describe each step in the development and/or deployment of the dashboard system features and should be reflective of the schedule presented under D.3.1 for all dashboard activities from start to finish for each assessment year. The plan shall also include a description of how the Offeror will work with Colorado school districts that desire to purchase dashboard features/options from the Successful Offeror that extend beyond the State's contract.
- D.4.2. State Assessment Data Portal (Base). The Dashboard's base will be comprised of the State Assessment Data Portal. The State Assessment Data Portal should provide a platform that seamlessly integrates data from state summative and interim assessments, providing stakeholders with a user-friendly interface that increases access to results. CDE also prefers a system that would allow users to customize particular aspects of their individual Dashboard profiles. Developing and implementing this portal is CDE's first priority. The Offeror shall describe the state assessment data portal features of its dashboard system, including the extent to which its system includes the preferred features. The system must be designed to allow the state access at the high end and students/parents access at the low end. In addition, educators, school administrators and district administrator roles must be included. Additional intermediary roles may be added as needed. For costing purposes included in the cost proposal, state costs for making the system operable to the educator level should be provided.
- D.4.3. Student Portal. The requirement under D.4.2 includes that the system be built including Student as a role. Costs to make the Dashboard operable at the student level must be provided separately. Offerors should describe how the student portal will allow for students to customize their individual pages. Pricing for the Student Portal should be included separately as an option.
- D.4.4. Parent Portal. The requirement under D.4.2 includes that the system be built including Parent as a role. The Parent Portal should provide parents with a user-friendly platform that allows them to access their child's assessment results, as well as other classroom and school information. The Offeror shall indicate whether or not its system includes features for parents. The Offeror shall describe the parent-related features of its dashboard system, including the extent to which its system includes the preferred features. Pricing for the Parent Portal should be included separately as an option.

- D.4.5. Local Assessment and Classroom Data Portal. The Local Assessment and Classroom Data Portal should provide a platform that seamlessly integrates local assessment and classroom-level data, providing stakeholders with a user-friendly interface that increases access to local data. CDE prefers a system that would 1) provide teachers and administrators with analyses of assessment results that identify the achievement levels and instructional needs of individual students, as well as aggregated students and disaggregated student groups in the classroom for teachers, in the school for school-level administrators, and in the district for district level administrators; and that would 2) facilitate communication between teachers and students (e.g. allow teachers to assign homework, tests, or instructional development activities/lessons to students). The Offeror shall describe the local data- related features of its dashboard system, including the extent to which its system meets the preferred specifications. Pricing for the Local Assessment and Classroom Data Portal should be included separately as an option.
- D.4.6. Educator Performance Management Portal. The Educator Performance Management Portal will be used by teachers and school and district level administrators to manage educator and student performance data and to inform professional development needs and staffing decisions. The platform should seamlessly integrate educator effectiveness, including evaluation information, and student performance data including data from state summative assessments, state or district interim assessments and local assessments. CDE prefers a system that would 1) provide teachers with information on how well they are performing in relation to peers who are providing similar instruction; 2) provide administrators with information on how well their students and teachers are performing in relation to other students and teachers; 3) provide professional development utilities and resources for teachers based on the achievement of the teacher's students and identified teacher development needs; and 4) facilitate communication between administrators and teachers (e.g. allow administrators to assign professional development resources or activities to teachers based on needs). The Offeror shall describe the Educator Performance Management-related features of its dashboard system, including the extent to which its system meets the preferred specifications. Pricing for the Educator Performance Management Portal should be included separately as an option.

D.5. System Management

- D.5.1. Work Plan. The Offeror shall describe in detail its plan for the system management of the Dashboard. This plan must describe each step in the assessment administration process and must be reflective of the schedule presented under D.3.1 for all system management activities from start to finish for each school year.
- D.5.2. Software Development. Source code for software developed or modified by the Successful Offeror specifically for the Colorado Dashboard will become the property of CDE. Additionally, any software developed by Colorado and integrated into the Dashboard will remain the property of CDE.

For any content and/or metadata provided through or managed by the Successful Offeror's system, the Successful Offeror shall enable the use of Learning Resource Metadata Initiative (LRMI) standard terms to markup web content. Since the LRMI metadata standard is a schema.org extension, the guidelines provided in <http://schema.org/docs/gs.html> for adding schema.org metadata markup to web content apply to the LRMI metadata standard as well. Wherever applicable, the content and/or metadata provided by or through the Successful Offeror's system shall integrate fully with LRMI. For additional information, a published draft of the

LRMI specification has been published by Creative Commons at the following link:
<http://wiki.creativecommons.org/LRMI/Properties>.

The Offeror shall confirm its agreement with this requirement.

D.5.3. License Agreements. Software provided to Colorado by the Successful Offeror will contain a provision for perpetual licensing with all upgrade options. The agreements should also contain a provision for maintaining a version of the software in escrow in the event that the Successful Offeror is unable to continue the business for financial or other business reasons.

D.5.4. Application Testing. The Successful Offeror shall be responsible for comprehensively testing its applications and ensuring that its services provide a stable platform for the Dashboard system. The Offeror shall describe its overall approach to testing its proposed system. The description must include details pertaining to how the Offeror will ensure that the appropriate people are assigned and scheduled to the testing effort and how the Offeror will ensure that all requirements for the online system have been tested. Although the system may be designed to be data neutral, the utility of the system is based solely on the data displayed. The Successful Offeror will be responsible for ensuring that data displays accurately and seamlessly.

D.5.5. Disaster Recovery. The Offeror shall recommend an industry-standard recovery approach that meets applicable CDE standards with a reasonable expectation that testing requirements can be successfully achieved. The disaster recovery approach must include a description of how data and information for this project will be backed-up and recovered in the case of an emergency. CDE shall have final approval of the disaster recovery solution. The Offeror shall confirm its understanding and acceptance of this requirement.

D.5.6. Data Integration and Collection.

D.5.6.a. Data Integration. Colorado is part of the Shared Learning Collaborative which will use the Shared Learning Infrastructure (SLI) Data Store. The Application Programming Interface (API) contains the building blocks necessary to create SLI applications. The SLI Data Store is strictly governed by the API. Therefore, applications provided by the Successful Offeror shall be SLI-compatible, such that they integrate with the API. Web-based applications requiring complex navigation and non-web-based applications are not suitable for SLI portal integration. Additional API information is available at slcedu.org.

To facilitate data integration with the SLI Data Store, data must be exported to one or more of the data exchange formats defined by the SLI Bulk Data Ingestion and Validation layer. These formats include:

- Standardized XML (Ed-Fi Interchange Format)
- Comma Separated Values (CSV) Format
- Schools Interoperability Framework (SIF)

The Offeror shall describe how it will meet this requirement.

D.5.6.b. System Requirements. The Offeror shall describe in detail the services to be provided in order to conduct the required online data collections for the Dashboard. The dashboard system must be capable of running

on any current browser used with Windows and Apple Operating Systems. The Offeror shall include a detailed description of how its data collection system will operate within existing local district communication infrastructures, including T-1, DSL or cable modem lines. The Offeror should assume that the technological infrastructure and computing hardware of the state, districts and schools will not be replaced.

D.5.6.c. Data Ownership. CDE and its districts are the designated owners of all data and shall approve all access to that data. The Offeror shall not have ownership of CDE's and the district's data at any time. The Offeror shall confirm its agreement with this requirement.

D.5.6.d. Access to Data Dashboard System. The Offeror must describe how each user will be provided with appropriate and FERPA-compliant access to the online data dashboard system via a unique log-in ID and password. Additionally, the Offeror must discuss accessibility to the dashboard system in terms of the following requirements:

- 1) The system must be accessible using all major browsers;
- 2) Any browser plugins/addons must be readily available to all users and install using standard browser mechanisms;
- 3) The system must be accessible to users with disabilities; and
- 4) The system must provide a user-friendly and efficient interface

D.5.7. Information Technology. The Successful Offeror shall ensure the reliability of information technology used in the transmission and function of the computer-based Dashboard. The Offeror shall provide a plan detailing the deployment and operation of information technology, customer support to schools and districts, contingencies for the failure of information technology systems, and electronic security precautions.

D.5.8. Data Dashboard Experience. The Offeror shall provide a complete list of the contracts with which it has had experience in conducting dashboard-type systems, including scope, what issues arose, and steps taken by the Offeror or sponsoring agency to mitigate those issues. Finally, the Offeror shall indicate what steps it will take to prevent these issues from occurring in Colorado.

D.6. Training and Support

D.6.1. Work Plan. Training and support for the Dashboard shall be provided by the Successful Offeror to Colorado technology directors, students, parents, teachers, and administrators as needed for this assessment component. Each Offeror must include in its proposal a detailed plan of action and timeline that describe how and when training and support tasks will be accomplished.

The Successful Offeror shall preview relevant webinars for CDE staff. The Offeror shall describe its plan to create the materials for each webinar with sufficient time so that CDE has at least two weeks to preview the materials and so that any necessary changes can be incorporated into the training materials before use. Training content and materials must be approved by CDE before use.

*Note – These modules will be pre-recorded and made available on demand for local districts to use to learn how to use the various data dashboard features.

D.6.2. Technology Director Training. These sessions will provide district IT personnel with the operation and features for the Dashboard system. They may include training on the physical and electronic security of the dashboard, system requirements for implementing the Dashboard, and troubleshooting of technology issues. Training must include a visual as well as an oral presentation and may include other types of interactive technology. The Successful Offeror shall be mindful of and ensure the provision of all facility and training accommodations that are required by the Americans with Disabilities Act. Training sessions shall be recorded and archived as a potential future training or reference resource. The Offeror shall describe its plan for fulfilling this requirement.

D.6.3. Training Support. The Successful Offeror shall create training materials and provide on-demand, interactive support for end users of the Dashboard.

The training materials must at least include a user (electronically available) manual with an easy to understand set of directions, including screenshots, for using the Dashboard. The Offeror shall describe its plan for fulfilling this requirement.

D.6.4. Online Tutorials. The Successful Offeror shall make online standalone tutorials available to familiarize students, parents, teachers, and administrators with the data dashboard system. The Offeror shall describe its plan for fulfilling this requirement.

D.7. Customer Service

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

D.7.1. Telephone and E-mail Support. A toll-free customer service number and trained customer service representatives shall be provided by the Successful Offeror for this project. Customer service personnel must be able to clearly articulate spoken English. The lead customer service representative must be named in the proposal and CDE must approve the named person.

The toll-free customer service number will be used to resolve questions regarding all aspects of the Dashboard. The lead supervisor and other trained staff will be available to answer Colorado calls from 8:00 a.m. to 5:00 p.m. Mountain Time each day, excluding federal and Colorado state holidays.

When customer service staff is not available to take a call, a voicemail service system must be available to record the caller's message. Messages must be returned in a timely manner, generally within one hour or less but always within one business day. The Offeror shall describe its proposed procedures for providing telephone support to Colorado.

The Successful Offeror shall provide e-mail support from its customer service center.

D.7.2. Issue Resolution System. Customer service staff must have a system to ensure that issues raised by users of the Dashboard have been satisfactorily resolved. The Successful Offeror shall notify CDE of any communication with the field regarding urgent or sensitive issues.

D.7.3. Records of Interaction with Customers. An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained. The Offeror must include a description of how calls and emails will be logged, including the caller/e-mailer, date and time of incoming call/email, summary of issue, resolution,

and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that CDE can sort by district, school, date, etc. Among other information, this will allow CDE to determine the frequency of issues that arise before, during, or after assessment data is imported into the system or functionalities are added. The electronic record can also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings. The Offeror shall indicate how it proposes to do this.

- D.7.4. Customer Service Initiated Calls and Communication. All communication with the field must be pre-approved by CDE. This includes both written communications and scripts used when customer service representatives must contact the districts. Additionally, customer service staff may be asked to initiate e-mail communications in unusual circumstances by CDE. Any Offeror-initiated communication between the Successful Offeror and school personnel must first be approved by CDE.
- D.7.5. Customer Feedback Survey. The Successful Offeror shall create and administer at least once annually a customer feedback survey. The Successful Offeror will be responsible for compiling responses. The feedback surveys will be available to CDE for review.
- D.7.6. Customer Support. In addition to the “help” functions embedded in the software and automated online or phone in support services, the Successful Offeror shall provide customer support for the installation and use of the software for the Dashboard that includes phone accessible support personal.

End of Section 3

SECTION 4 – FORMAT FOR RESPONSES

The purpose of this section is to specify a format for responses, provide a guide to assure all required information is provided, and to facilitate review of proposals.

The Offeror must be registered on BIDS in order to be considered responsive at the time of proposal submission.

NOTE: At the time of the issuance of this RFP, a funding source for the student assessments has neither been identified nor secured. CDE is attempting to secure future funding. Funding for the assessment components is typically made available through legislatively-appropriated state funds, federal funds made available through the Elementary and Secondary Education Acts of 1965 as amended by the No Child Left Behind Act of 2001, and federal funds made available under Part B, Section 611, Grants to States of the Individuals with Disabilities Education Act, as amended. Colorado fiscal years run from July to June, with the final appropriations signed into law in May or June. Individual assessment components may be eliminated or scaled back during any particular year(s) if funding is not sufficient to meet costs. Therefore, any award pursuant to this RFP, and any resulting contracted work, are contingent upon CDE securing funds. Neither issuance nor award of this RFP shall constitute a binding guarantee on CDE's part that funds are or will be made available, or that a contract will result.

Private contractors and not-for-profit firms and institutions, who meet the minimum requirements, with experience in developing, producing, administering, scoring and reporting large-scale assessments **and that do not provide direct instructional services to students in kindergarten through grade 12 in Colorado** are eligible to respond to the first three components of this RFP (Colorado Summative Assessments, Colorado Alternate Assessment and Colorado Interim Assessment).

Private contractors and not-for-profit firms and institutions with experience in administering data dashboard systems with the ability to integrate data across time and to provide differentiated access to individual student, classroom, school, district and state assessment data are eligible to respond to the fourth component of this RFP

Page Limit:

Each component response to this solicitation **should not exceed 175 pages** excluding the Cost proposal component, attachments, resumes and samples and identified as such. **Proposal components exceeding the 175 pages may be disqualified.**

Unnecessarily elaborate proposals are not desired. Font size for basic narrative descriptions must be **no smaller than 11 characters per inch**. Indexes, tables of contents, lists of figures/tables, and glossary of terms will not be counted toward the overall page count. Allowance will be made for tabular or graphical presentations and screen prints, whether incorporated in the text of the technical description or attached as separate exhibits.

Textual explanations of screen prints or graphic materials, standard commercial brochures or descriptions, or other standard product documentation that are attached in appendices or exhibits will not be counted against page limitation. However, evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the proposal description are not clearly integrated into the technical discussion.

- A. Narrative.** Section 3, the Statement of Work section, consists of four parts that span the components used in the implementation of Colorado's assessment system: A.) Summative Assessments, B.) Alternate Assessments, C.) Interim Assessments and D.) Dashboard. The Statement of Work section details the activities and services required of the Successful Offeror for each component. Some of the tasks listed recur throughout the life of the contract (e.g., item development, passage selection, item analysis, technical manuals). Other tasks will be completed once in the life of the contract (e.g., setting claims or developing test specifications). It is the Offeror's responsibility to fully understand the Statement of Work and to project the scope through the potential life of the contract, including any extensions.

The narrative must be organized to match the organization and order of this RFP's Section 3. The Offeror must specifically identify (ex. **A.3.1.1 Schedule of Activities** or **A.3.3 Transition**) and submit

a complete response to each requirement and specification, when present, for each assessment component to which they choose to respond. **Attachments 2-5** provide Statement of Work Checklists which should be used to guide the writing of the narrative. In addition, they must be completed and submitted with the proposal to facilitate the review for responsiveness. The Offeror's proposal must maintain the sequence of Section 3.

CDE discourages lengthy and costly proposals. Proposals should provide a straightforward, concise description of the bidder's capabilities to satisfy the requirements and specifications of this RFP. Emphasis should be on completeness and clarity of content.

Offerors shall not reference dollar amounts within the narrative proposal. All cost and pricing information must be separately submitted per Section 1.B.7.3 and Section 5 of the RFP.

B. Cost Proposal. See Section 5

C. Offeror's Executive Summary.

The Executive Summary must be factual, brief, and cover the core aspects of the proposed project and shall **not exceed two (2) pages**; condense and highlight the contents of the proposal. The summary should provide the reader with an overall understanding of the proposal and Offeror's approach.

D. Additional Response requirements

1. **Submit the RFP Cover Sheet (first page of RFP), signed in ink by the Offeror or an Officer of the Offeror who is legally authorized to bind the Offeror to the proposal.**
2. In your response, identify any and all questions, comments, or concerns with regard to the contract terms and conditions. Absent any such attachment, the State will assume Offeror's full acceptance of the contract terms and conditions. If your company normally seeks legal review of contract terms, this process should occur prior to submission of your offer and your offer must identify any term or condition you are questioning and how you would suggest it be resolved. **If you have exceptions you must provide alternative language that has been approved by your legal counsel. The willingness and/or ability of the State to accept such alternatives will be considered on a case-by-case basis.**
3. Financial Resources. The Offeror must also have adequate financial resources for performance, or have the ability to obtain such resources as required during performance.
 - a. Provide a positive statement that your organization is willing to, and able to, provide the CDE with the services described in this RFP.
 - b. Provide a statement that your organization has the financial strength to maintain the contract if awarded. The CDE may request true copies of your most recent audited annual financial statements. **DO NOT submit financial statements with your proposal.**

If requested this information may be used to assist CDE in making its determination of Offeror's responsibility in accordance with C.R.S. §24-103-401. The statements must have been prepared by a Certified Public Accountant and meet the Generally Accepted Accounting Principle (GAAP) standards.

Note: the Offeror may request the financial information provided be granted confidential status in accordance with Section 1.14, Proprietary/Confidential Information.

4. Complete and submit **EXHIBIT 2, Contractor Non-Conflict of Interest Statement and EXHIBIT 3, Offeror Disclosure Statement.**

E. Packaging Requirements. Proposals must be packaged and sealed in six parts:

1. One (1) original labeled NARRATIVE ORIGINAL and ten (10) hard copies of the narrative non-confidential proposal labeled NARRATIVE 1-10, separately bound. Each proposed component must be tabbed separately and be self-contained within that tabbed section (i.e., reviewers will not refer to other components when reviewing a component.)

One copy of the State of Colorado *Request for Proposal – Cover Sheet* form MUST be completed and signed in blue ink by a person who is legally authorized to bind the Offeror to the proposal. The signed form is to be included with the proposal that is marked as ORIGINAL.

One copy of the *Criteria for Responsiveness Certification Form* found in Attachment 1 of this RFP must be included with the proposal marked ORIGINAL.

One copy of the relevant *Statement of Work Checklist(s)* found in Attachments 2-5 of this RFP must be included with the proposal that is marked ORIGINAL.

2. If confidential materials are included, one (1) original labeled CONFIDENTIAL ORIGINAL and ten (10) hard copies of confidential and proprietary materials labeled CONFIDENTIAL 1-10, separately bound. **Please keep in mind that it is CDE's preference for there to be no confidential materials submitted as part of responses to this RFP.** Refer to Section 1.G for more information related to confidential materials
3. One (1) original labeled COST ORIGINAL and ten (10) hard copies of the cost proposal labeled COST 1-10, separately bound. Each component must be tabbed separately and easily identifiable. Independent costs for each proposed component must be provided separately. For Component A: Summative Assessments, costs must be provided for: 1.) All content areas, including Spanish Reading and Writing, 2.) All content areas without Spanish Reading and Writing, 3.) Science only, and 4.) Science and Social Studies only. For Component B: Alternate Assessments costs must be provided for 1.) All content areas, and 2.) All content areas minus Social Studies. For Component C: Interim Costs must be provided for 1.) All content areas, 2.) Science only and 3.) Science and Social Studies only. For Component D: Dashboard, all costs with options listed separately must be provided.

Should an Offeror be bidding on multiple components, combined costs reflective of savings should multiple components be awarded shall also be provided.
4. One (1) original of Exhibit 2 (Contractor Non-Conflict of Interest Statement) and Exhibit 3 (Offeror Disclosure Statement) and acknowledgements labeled CERTIFICATIONS
5. Four (4) flash drives with the narrative proposal with two (2) in Microsoft Word format (tables, charts, timetables/schedules may be in Microsoft Excel) and (2) in searchable PDF format labeled FLASHDRIVES – NARRATIVE
6. Four (4) flash drives with the cost proposal with two (2) in Microsoft Excel and Word format and two (2) in searchable PDF format labeled FLASHDRIVES – COSTS

Should the Offeror propose alternative solutions or pricing, such information shall be provided and packaged in the same format and manner as set forth above.

Each package of the proposal(s) must be clearly labeled with the RFP Title, the components being bid (summative, alternate, interim and/or dashboard), the Offeror's name, the proposal due date and time, and the wording: "SEALED PROPOSAL DO NOT OPEN".

Prices and terms of the proposal(s) as stated must be valid for the length of any resulting contract(s) and subsequent extensions and or amendments.

All costs incurred in responding to this RFP shall be borne by the Offeror.

Proposals that are determined to vary from these requirements may not be accepted.

All participating Offerors, by their signature, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Should the State omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the Offeror shall inquire and secure written instructions from the Purchasing Agent by the written inquiry deadline set forth in this RFP.

The State respects the environment and desires to do business with Offerors who share this concern. The Department desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

Telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid for the original proposal. **Proposals must be submitted and sealed in a package per packaging requirements (Section 4-E) with an appropriate label affixed. The label must show the following information clearly on the outside of the sealed package:**

- [Offeror's Name]
- **RFP-ER-CDE-12-021 Student Assessment**
- Proposal Due: (date and time)
- Offeror's Email Address:

Send or delivery submissions to:

**Colorado Department of Education
Attn: Eva Reynolds
201 E. Colfax Ave., Room 409
Denver, CO 80203**

End of Section 4

SECTION 5 - Pricing (Cost) Proposal

The evaluation process is designed to award this procurement to the Offeror whose proposal best meets the requirements of this RFP, and is most advantageous to the State, not necessarily to the Offeror with the lowest cost. However, Offerors are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

- A. Pricing Proposal Content.** Offerors must specifically identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Pricing must be inclusive of all Offeror staff costs, administrative support costs, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, after hours or weekend time, insurance, use of subcontractors, overhead, profit, and costs for all other items consumed, utilized, and/or required by Offeror's staff or subcontractor's staff. Unless otherwise specified, all hardware and software deemed necessary by the Offeror shall be included in the proposed costs. Items or costs required to provide the services and deliverables as proposed not identified in the Offeror's pricing proposal will be the sole responsibility of the Offeror.

The budget should be sufficiently detailed to clearly delineate how costs are reasonable for each required activity and deliverable, and the budget should reflect cost efficiency.

Independent costs for each proposed component must be provided separately. For Component A: Summative Assessments, costs must be provided for: 1.) All content areas, including Spanish Reading and Writing, 2.) All content areas without Spanish Reading and Writing, 3.) Science only, and 4.) Science and Social Studies only. For Component B: Alternate Assessments, costs must be provided for 1.) All content areas, and 2.) All content areas minus Social Studies. For Component C: Interim Assessments, costs must be provided for 1.) All content areas, 2.) Science only and 3.) Science and Social Studies only. For Component D: Dashboard, all costs with options listed separately must be provided.

Costs for subcontractors are to be broken out separately.

Should an Offeror be bidding on multiple components, combined costs reflective of savings should multiple components be awarded shall also be provided.

- B. Workbooks and Cost Worksheets.** CDE's goal is to have clear proposals that allow the evaluators to view comparable information.
- Cost proposals must include the completed workbooks for the relevant components found at the Colorado BIDS site: <http://www.colorado.gov/cs/Satellite/DPA-DFP/DFP/1251575096616>
 - Cost worksheets found in **Attachments 12-15** must be completed.
 - Additional cost portrayals in spread sheets or tables may also be submitted to fully document the Cost Proposal. Cost portrayals that detail personnel costs delineate by activity and specify service costs are especially desirable.
- C. Payment Plan.** Offerors must submit a proposed payment plan relating payments to the specific milestones and deliverables for the project. The State prefers no more than three (3) progress payments and one (1) final payment per fiscal year (July 1 through June 30). The payment plan is subject to modification and approval by the State.

End of Section 5

SECTION 6 – PROPOSAL EVALUATION

A comprehensive, fair and impartial evaluation of each proposal received will be conducted, in accordance with the State Procurement Code (C.R.S. §24-103-203) and the related State Procurement Rules.

All responsive proposals received by the deadline will be evaluated on best value (as defined by CDE) by representatives of CDE and its qualified designees. The evaluation will be conducted in four stages:

- Stage 1: Responsiveness to RFP (Pass/Fail)
- Stage 2: Narrative Evaluation
- Stage 3: Demonstrations & Interviews
- Stage 4: Cost Proposal Evaluation

Failure of the Offeror to provide any information requested in this RFP may result in disqualification of the proposal. The Offeror must be registered on BIDS in order to be considered responsive at the time of proposal submission. Offerors not meeting the requirements identified in this RFP shall be ineligible for further consideration. The State may conduct discussions with Offerors in the acceptable range for the purpose of promoting understanding of the State's requirements and the Offeror's proposal, to clarify requirements, and make adjustments in services to be performed, and in prices. Changes to proposals, if permitted, will be requested by the State in writing from Offerors.

If proposal revisions are permitted after oral presentations and discussions, a date will be established in writing by the State for submission of best and final offers. Offerors will not be provided an opportunity for comprehensive proposal revisions.

Stage 1. Responsiveness to RFP. Seven requirements for responsiveness exist for each Offeror's proposal. In any component, the Offeror may submit a proposal with additional alternatives to the requirements and specifications to those stated in this RFP. However, CDE reserves the right to deem any Offeror that does not – at a minimum – meet the seven requirements stated below at various points in the text of this document as “non-responsive”. Note that Criterion 7 is not required in the narrative of the proposal but rather as a part of a Stage 3 demonstration.

Criterion 1 for Responsiveness: Intent to Respond and Receipt of Proposal by Deadline. A proposal received by CDE must be prefaced by a letter required in Section 1 B.4 and meet the timelines set forth in Table 2 in Section 1 B.2 in the Significant Dates for Offerors. Proposals not meeting this criterion shall be deemed “nonresponsive” and will not be evaluated further by the Reviewers.

Criterion 2 for Responsiveness: Organization and Packaging. Proposals must be formatted (i.e., proposals include responses to all of the requirements and specifications for each relevant component) and packaged consistent with the requirements outlines in Section 4. CDE reserves the right to deem any proposal not meeting this criterion as “nonresponsive” and to terminate further review of the proposals.

Criterion 3 for Responsiveness: On time. The proposal was received by CDE according to the timelines set forth in Table 2 in Section 1 B.2 in the Significant Dates for Offerors. Proposals not meeting this criterion shall be deemed “nonresponsive” and will not be evaluated further by the Reviewers.

Criterion 4 for Responsiveness: Item Management System. For Components A, B and C, the Offeror has a working electronic item management system in place that meets CDE's Statement of Work requirements at the time of proposal submission. Proposals not meeting this criterion shall be deemed “nonresponsive” and will not be evaluated further by the Reviewers.

Criterion 5 for Responsiveness: Online Test Engine. For Components A and C, the Offeror has a working online test engine in place that meets CDE's Statement of Work requirements at the

time of proposal submission. Proposals not meeting this criterion shall be deemed “nonresponsive” and will not be evaluated further by the Reviewers.

Criterion 6 for Responsiveness: Artificial Intelligence Scoring System. For Component A and Component C, if relevant, the Offeror has a working Artificial Intelligence Scoring System in place that meets CDE’s Statement of Work requirements at the time of proposal submission. Proposals not meeting this criterion shall be deemed “nonresponsive” and will not be evaluated further by the Reviewers.

Criterion 7 for Responsiveness: Demonstrations and Interviews. If the Offeror advances to Stage 3, the Offeror agrees to be in Denver, CO to participate in live demonstrations and interviews on the requested date in mid-April at the location specified by CDE. Proposals not meeting this criterion shall be deemed “nonresponsive” and will not be evaluated further by the Reviewers.

Stage 2 Narrative Evaluation. The sole objective of the review committee will be to recommend the Offeror(s) whose proposal is most responsive and advantageous to the State’s needs while within available monetary resources. The specifications within this RFP represent the minimum performance necessary for response. The State reserves the right to have the selected Offeror conduct a proof of concept to ensure that the Offeror has the capability to conduct the work outlined in this solicitation.

Summative Assessment Component Narrative Evaluation

General Requirements
Corporate Capacity and Personnel, including References
Program Management
Assessment Development
Assessment Administration
Web-Based Online Test Delivery System
Scanning and Scoring
Reporting of Data Files and Assessment Results
Psychometric, Research, and Technical Activities
Training and Support
Customer Service

Alternate Assessment Component Narrative Evaluation

General Requirements
Corporate Capacity and Personnel, including References
Program Management
Assessment Development
Assessment Administration
Scoring
Reporting of Data Files and Assessment Results
Psychometric, Research, and Technical Activities
Training and Support
Customer Service

Interim Assessments Component Narrative Evaluation

General Requirements
Corporate Capacity and Personnel, including References
Program Management
Assessment Development
Assessment Administration
Web-Based Online Test Delivery System
Scoring and Reporting
Psychometric, Research, and Technical Activities
Training and Support
Customer Service

Dashboard Component Narrative Evaluation

General Requirements
Corporate Capacity and Personnel, including References
Program Management
Dashboard System Features
System Management
Training and Support
Customer Service

Stage 3 **Demonstrations and Interviews.** Any Offeror that is a finalist at Stage 3 must be prepared to be on-site in the Denver, CO metropolitan area (CDE or a local school district) in mid-April 2012, or a later date as determined by CDE. At that time, the Offeror finalists shall provide a series of live demonstrations for evaluation as well as make available key staff for interviews.

During the evaluation process, the evaluation committee may, at its discretion, request any one or all Offerors to provide demonstrations or make oral presentations or answer questions about their proposals. Not all Offerors may be asked to make such oral presentations. Offerors should not assume that they will have an opportunity for oral presentations, so they should submit their most favorable proposals in their initial written proposal. If award is not made on receipt of initial proposals, Offerors in the competitive range (those most responsive to the requirements and reasonably likely to be selected for award) may be provided an opportunity to make an oral presentation. The competitive range determination will be based on the written proposals, so Offerors are cautioned to insure that their proposals adequately convey the soundness of their approach and understanding of the requirements and specifications. Any presentations that are held may consist of an Offeror demonstration or briefing concerning its approach, as well as the Offeror should address any clarifications and deficiency items that may have been identified in advance by the State. The participating Offeror's team must include the proposed project manager and the executive team contact person identified in the proposal. Based on demonstrations requested and questions asked, additional Offeror personnel intended to be active, on-going participants in the project may be requested to attend.

Stage 4 **Cost Proposal Evaluation .** Each component will be evaluated for two time periods. Points available for each period are. An Offeror's total points awarded for each period will be based on the following formula:

XXX points X (Lowest Price/Bidder's Price) = Total price points awarded.

Summative Assessment Component Cost Proposal Evaluation. For the Summative Assessment Component, costs will be evaluated covering two periods of time:

May 1, 2012- June 30, 2013
May 1, 2012-August 30, 2017

It is expected that the budget will be evaluated based on all content areas, including Spanish Reading and Writing; however, by the time of proposal evaluation should there be a clear legislative funding decision made contrary to the inclusion of all of the content areas; CDE reserves the right to evaluate based on the most relevant of the other three sets of costs as provided in Attachment 12 (all content areas without Spanish reading and writing, science only or science and social studies only).

Should the Offeror also provide a response to the alternate assessment component, the adjusted costs as provided in the second table of Attachment 12 will be considered.

Alternate Assessment Component Cost Proposal Evaluation. For the Alternate Assessment Component, costs will be evaluated covering two periods of time:

May 1, 2012- June 30, 2013
May 1, 2012-August 30, 2017

It is expected that the budget will be evaluated based on all content areas; however, by the time of proposal evaluation should there be a clear legislative funding decision made contrary to the inclusion of all of the content areas; CDE reserves the right to evaluate based on all content areas minus Social Studies as provided in Attachment 13.

Should the Offeror also provide a response to the summative assessment component, the adjusted costs as provided in the second table of Attachment 13 will be considered.

Interim Assessment Component Cost Proposal Evaluation. For the Interim Assessment Component, costs will be evaluated covering two periods of time:

May 1, 2012- June 30, 2013
May 1, 2012- June 30, 2017

It is expected that the budget will be evaluated based on all content areas; however, by the time of proposal evaluation should there be a clear legislative funding decision made contrary to the inclusion of all of the content areas; CDE reserves the right to evaluate based on the most relevant of the other two sets of costs as provided in Attachment 14 (science only or science and social studies only).

Should the Offeror also provide a response to the summative assessment component, the adjusted costs as provided in the second table of Attachment 14 will be considered.

Dashboard Component Cost Proposal Evaluation. For the Dashboard Component, costs will be evaluated covering two periods of time:

July 1, 2012- June 30, 2013
July 1, 2012- June 30, 2017

Should the Offeror also provide a response to the interim assessment component, the adjusted costs as provided in the second table of Attachment 15 will be considered.

The State may conduct discussions with Offerors in the acceptable range for the purpose of promoting understanding of the State's requirements and the Offeror's proposal, to clarify requirements, and make adjustments in services to be performed, and in prices. Best and final offers may, in the State's discretion, be requested in accordance with Section 1.D. of this RFP. Changes to proposals, if permitted by the State, will be requested by the State in writing from Offerors.

While a numerical rating system will be used to assist the evaluation committee in selecting the competitive range and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and their relative importance as disclosed in the RFP. At the conclusion of the four stages, the proposal deemed most advantageous to the State will be formally recommended to the Department of Personnel & Administration, Division of Finance and Procurement, State Purchasing Office for award.

Should funding be deferred for a year, it is CDE's intent to honor this RFP review process and award the contract to the identified Successful Offeror. The Successful Offeror will be provided with the opportunity to re-evaluate its pricing and, at CDE's discretion, may be negotiated reflective of the Consumer Price Index, not expected to exceed a 3% increase.

AWARD METHODOLOGY

As stated in **Section 6**, the Evaluation Committee will evaluate the proposals and oral interviews/presentations, then identify the proposal(s) most advantageous to the State. The evaluation will result in a recommendation for an award(s) of a contract under this RFP. The Evaluation Committee will submit their recommendation to the State Purchasing Office (SPO) for review and final acceptance. *The intent to award notification is contingent upon the receipt of the grant funds to CDE for the initial contract period.* The SPO will issue "Notice of Intent to Make an Award" letter(s) to all selected Offeror(s) and an intent-to-award notice will be posted on the BIDS system.

The Offeror further agrees to cooperate with CDE and expedite the contracting process upon notice of award.

Should a contract not be completed and executed by the parties, through no fault of CDE, on or before the estimated "Contract Finalized" date, CDE at its sole discretion may elect to cancel the "Notice of Intent to Make an Award" and make the award to the Offeror of next most advantageous proposal.

The resulting contract is subject to and contingent upon the continuing availability of federal funds for the purpose hereof. The Offeror recognizes that it is to be paid, reimbursed or otherwise compensated with funds provided to CDE for the purpose of contracting for the services provided herein. The Offeror expressly understands and agrees that all its rights, demands and payment to compensation arising under the resulting contract are contingent upon receipt of such funds by CDE. In the event that CDE does not receive such funds or any part thereof, CDE may immediately terminate this contract without liability, including liability for termination cost.

End of Section 6

GLOSSARY

Many abbreviations, acronyms and terms are used throughout this document.

AAAS	American Association for the Advancement of Science
ADE	Automated Data Exchange
APIP	Accessible Portable Item Profile
BAFO	Best and Final Offer
BIDS	The Bid Information and Distribution System (BIDS) is a web site designed to notify interested vendors of the State of Colorado's intent to purchase goods or services competitively. These notifications are termed "solicitations". Offerors must be registered with BIDS in order to respond to these bidding opportunities. See: https://www.gssa.state.co.us/VenSols . To register on BIDS, see: https://www.gssa.state.co.us/VenRegister
CAP4K	Colorado Achievement Plan for Kids
CAS	Colorado Academic Standards
CCHE	Colorado Commission on Higher Education
CCSS	Common Core State Standards
CDE	Colorado Department of Education
Contractor	The individual, company, corporation, or firm to whom the RFP is awarded.
CSAP	Colorado State Assessment Program
DAC	District Assessment Coordinator
Department	Colorado Department of Education
DIF	Differential Item Functioning
ED	U. S. Department of Education
ELA	English Language Arts
ESEA	Elementary and Secondary Education Act
FERPA	Family Educational Rights and Privacy Act
FTE	Full Time Equivalent positions
FTP	File Transfer Protocol
GLE	Grade Level Expectation
HB 08-1168	House Bill 08-1168, Financial Literacy
ICAP	Individual Career and Academic Plan
IDEA	Individuals with Disabilities Act
IRC	Item Review Committee
IRT	Item Response Theory
LDS	Longitudinal Data System, also known as SLDS
MDT	Mountain Standard Time
NAEP	National Assessment of Educational Programs

Offeror	The individual, company, corporation or firm formally submitting a response to this Request for Proposals. Once the RFP is awarded, the terms “Offeror”, “Successful Offeror” and “Contractor” shall be understood to mean the individual, company, corporation, or firm to whom the contract is awarded, unless otherwise specifically defined otherwise (i.e., “Verification Contractor”).
OMR	Optical Mark Recognition
PARCC	Partnership for Assessment of Readiness for College and Careers
PPT	Paper Pencil Test
Proposal	A written offer to provide services in accordance with the requirements, terms and conditions of the Request for Proposals. Any exceptions to the Colorado Department of Education’s requirements, terms and conditions shall be clearly stated by the Offeror in its proposal
QA	Quality assurance
QC	Quality control
Quality Control Contractor	Third party with whom CDE intends to contract for quality control of assessments
RFP	Request for Proposals SM-CDE-ASG-12-001 Student Assessments
RFP	Request for Proposals
SAC	School Assessment Coordinator
SASID	State student ID
SB 09-212	Senate Bill 09-212, also known as the “Preschool to Postsecondary Education Alignment Act,” “CAP4K”
SB 09-163	Senate Bill 09-163, also known as the “Education Accountability Act of 2009”
SB 10-191	Senate Bill 10-191, “Concerning Ensuring Quality Instruction through Educator Effectiveness”
SBAC	Smarter Balanced Assessment Consortium
SBD	Student Biographical Data
SBE	Colorado State Board of Education, also known as the State Board
SchoolVIE W.org	Colorado Department Of Education website that provides users with tools to analyze academic data
SLDS	Statewide Longitudinal Data System, also known as LDS
State	State of Colorado
State Board	Colorado State Board of Education, also known as SBE
Successful Offeror	The individual, company, corporation, or firm to whom the contract is awarded
TAC	Technical Advisory Committee
TCAP	Transitional Colorado Assessment Program

APPENDICES

Appendix A: Table of Contents from the Current School and District Assessment Coordinators Manual

Contents

Partners in Your Assessment Program	ii
Introduction	1
Steps in the Assembly of Test Materials	
1 Review Your Test Materials	2
Instructions for the District Assessment Coordinator	2
Instructions for the School Assessment Coordinator	3
2 Distribute Test Materials	7
Instructions for the School Assessment Coordinator	7
3 Collect Test Materials	8
Instructions for the School Assessment Coordinator	8
4 Check Test Books	13
Instructions for the School Assessment Coordinator	13
5 Complete and Check Group Information Sheets	14
Instructions for the School Assessment Coordinator	14
6 Complete the School/Group List	16
Instructions for the School Assessment Coordinator	16
7 Prepare Test Materials for Packaging	18
Instructions for the School Assessment Coordinator	18
8 Package Test Materials	20
Instructions for the District Assessment Coordinator	20
9 Ship Test Materials	25
Instructions for the District Assessment Coordinator	25

Note: The Coordinators' Manual for the Transitional Colorado Assessment Program can be found at the following link: http://www.ctb.com/netcaster/ncmedia/12079/dac_12TCAP.pdf.

Appendix B: Table of Contents from the Current Procedures Manual

TABLE OF CONTENTS

INTRODUCTION.....	6
SECTION 2: CRITICAL TIMELINES AND DATES.....	9
2.1 TRANSITIONAL COLORADO ASSESSMENT PROGRAM (TCAP)	9
2.2 COLORADO ALTERNATE ASSESSMENT (COALT).....	10
2.3 COLORADO ENGLISH LANGUAGE ACQUISITION PROFICIENCY (CELAPRO)	11
2.4 TESTING WINDOWS AND SCHEDULED PICK-UP INFORMATION.....	12
SECTION 3: HISTORY AND PURPOSE.....	14
3.1 TCAP.....	14
3.2 COALT.....	17
3.3 CELAPRO.....	19
SECTION 4: ETHICS.....	21
4.1 GENERAL PRINCIPLES.....	21
4.2 ADMINISTRATION OF ASSESSMENTS.....	22
4.3 INTERPRETATION AND USE OF ASSESSMENT RESULTS	24
SECTION 5: ASSESSMENT STRUCTURE, TIMING AND SCHEDULING.....	25
5.1 TCAP STRUCTURE AND SESSION TIMING.....	25
5.2 TCAP SCHEDULING.....	26
5.3 COALT STRUCTURE AND SESSION TIMING.....	28
5.4 COALT SCHEDULING.....	28
5.5 CELAPRO STRUCTURE AND SESSION TIMING	29
5.6 CELAPRO SCHEDULING.....	29
SECTION 6: LOCATION OF MATERIALS.....	30
SECTION 7: SECURITY BREACHES AND MISADMINISTRATIONS.....	31
7.1 PREVENTING TEST ITEM THEFT AND FRAUD.....	31
7.2 DO NOT REPRODUCE.....	31
7.3 USING ONLY 2011 – 2012 MATERIALS.....	32
7.4 HOUSEKEEPING	32
7.5 STUDENTS WHO MOVE ON TO ANOTHER SESSION OF THE TCAP WITHOUT PERMISSION.....	32
7.6 HANDLING MISADMINISTRATIONS AND SECURITY BREACHES.....	33
7.7 KEY AREAS FOR TRAINING.....	34
SECTION 8: SECURITY.....	36
8.1 TEST SECURITY PROCEDURES: PREVENTING TEST ITEM THEFT AND FRAUD.....	36
8.2 CHAIN OF CUSTODY REQUIREMENTS	36
8.3 REQUIRED DOCUMENTATION FOR CHAIN OF CUSTODY	37
8.4 SECURITY AND ELECTRONIC DEVICES	37
8.5 LIMITING SCHOOL AND CLASSROOM ACCESS DURING ASSESSMENTS	37
8.6 SECURITY EXPECTATIONS	37
8.7 PROCEDURES FOR SECURITY/SAFETY THREATS THAT INTERRUPT TESTING	37
SECTION 9: THE TESTING ENVIRONMENT	39
9.1 PREPARING THE TESTING ENVIRONMENT.....	39
9.2 POSTED MATERIALS GUIDELINES.....	39
9.2.1 <i>Examples of Materials that MUST be Covered</i>	<i>40</i>
9.2.2 <i>Examples of Materials that Do NOT Need to be Covered.....</i>	<i>40</i>

9.3 REQUIREMENTS FOR TEST PROCTORS AND EXAMINERS.....	41
9.3.1 TCAP Test Proctors.....	42
9.3.2 CoAlt Test Examiners.....	42
9.3.3 CELApro Test Examiners.....	43
9.4 TRANSLATOR ACCESS TO TEST MATERIALS IN ADVANCE (TCAP, CoALT).....	43
SECTION 10: CONSIDERATIONS BEFORE, DURING AND AFTER ASSESSMENT ADMINISTRATION.....	45
10.1 SHOULD A STUDENT TAKE TCAP OR CoALT?	45
<i>Flow Chart to Determine Alternate Assessment Eligibility.....</i>	<i>47</i>
10.2 DO STUDENTS QUALIFY TO TAKE LECTURA OR ESCRITURA?.....	48
<i>Lectura and Escritura Decision Making Flowchart.....</i>	<i>49</i>
10.3 PLANNING FOR ACCOMMODATIONS DURING ASSESSMENT ADMINISTRATION.....	50
10.4 DETERMINING GRADE LEVEL FOR ASSESSMENT ADMINISTRATION.....	50
10.5 GUIDELINES FOR STUDENTS DURING ASSESSMENTS.....	50
10.6 GUIDELINES FOR STUDENTS AFTER COMPLETING A TEST SESSION.....	51
10.7 DAMAGED TEST BOOKLETS.....	52
SECTION 11: TRANSCRIBING.....	53
11.1 TRANSCRIPTION DIRECTIONS.....	53
11.2 TRANSLATED TRANSCRIPTION: RESPONSE ACCOMMODATIONS FOR ELS.....	54
SECTION 12: SPECIAL CIRCUMSTANCES.....	55
12.1 NONPUBLIC HOME-BASED EDUCATIONAL PROGRAM.....	55
12.2 PRIVATE SCHOOLS.....	56
12.3 RETAINED STUDENTS.....	56
12.4 DROPOUT STUDENTS.....	56
12.5 EXPELLED STUDENTS.....	57
12.6 SUSPENDED STUDENTS.....	57
12.7 GED STUDENTS.....	57
12.8 FOREIGN EXCHANGE STUDENTS.....	57
12.9 CHRONICALLY ABSENT STUDENTS.....	57
12.10 OPEN ENROLLMENT STUDENTS.....	57
12.11 PART-TIME STUDENTS.....	57
12.12 ONLINE STUDENTS.....	58
12.13 DUALY ENROLLED STUDENTS.....	58
12.14 STUDENTS WHO BECOME ILL DURING TESTING.....	58
12.15 UNFORESEEABLE CIRCUMSTANCES.....	58
12.16 STUDENTS WITH ILLNESSES/HEALTH ISSUES.....	58
12.17 STUDENTS RECEIVING DISTRICT EDUCATIONAL SERVICES THROUGH HOMEBOUND EDUCATION.....	59
12.18 STUDENTS PLACED OUT-OF-DISTRICT BY A PUBLIC AGENCY.....	59
12.19 STUDENTS ATTENDING FACILITIES WHERE THE DISTRICT OF LOCATION PROVIDES THE EDUCATIONAL SERVICES.....	60
12.20 DETAINED STUDENTS.....	60
12.21 INCARCERATED STUDENTS.....	60
12.22 WHEN A STUDENT RESPONSE REQUIRES ACTION BY SCHOOL PERSONNEL.....	61
SECTION 13: STUDENTS ENROLLING OR MOVING DURING TESTING.....	61
13.1 WHEN A STUDENT MOVES TO A COLORADO SCHOOL IN THE SAME DISTRICT.....	61
13.2 WHEN A STUDENT MOVES TO A COLORADO SCHOOL IN A DIFFERENT DISTRICT.....	61
13.3 WHEN THE TESTING WINDOW IS ALMOST OVER.....	62
13.4 WHEN A STUDENT MOVES OUT OF STATE DURING TESTING.....	62

13.5 WHEN A STUDENT ENROLLS FROM OUT OF STATE DURING TESTING.....	62
13.6 EXAMPLES.....	62
SECTION 14: STUDENT DATA VARIABLES.....	64
14.1 PRE-CODED LABELS.....	64
14.2 PRE-CODED LABEL ERRORS.....	65
14.3 TIMELINE FOR PRE-CODED LABELS.....	66
14.4 STUDENT DATA GRID.....	66
14.5 STUDENT BIOGRAPHICAL DATA REVIEW.....	66
14.6 DATA ELEMENTS.....	67
14.6.1 Name Information.....	67
14.6.2 Birth Date.....	67
14.6.3 Gender.....	67
14.6.4 Grade.....	67
14.6.5 State Student ID (SASID), or State Assigned Student Identifier.....	68
14.6.6 Race/Ethnicity.....	68
14.6.7 Primary Disability.....	70
14.6.8 Language Background/Home Language.....	70
14.6.9 Language Proficiency.....	72
14.6.10 ELA Program.....	72
14.6.11 Date Most Recently Enrolled In U.S.....	73
14.6.12 Continuously Enrolled 1 Year: In School and In District.....	73
14.6.13 Continuously Enrolled 3 Years: In Colorado.....	74
14.6.14 Program.....	74
14.6.15 District use only-A: Expelled Students.....	77
14.6.16 REMOVED - District use only-B: School of Accountability.....	77
14.6.17 District use only-C: Free/Reduced Lunch Eligible.....	77
14.6.18 CoAlt Assessment Participant.....	78
14.6.20 Test Invalidation.....	80
14.6.21 TCAP - Unable to Test Due to Language.....	82
SECTION 15: LEGAL CITATIONS FOR TCAP DATA ELEMENTS.....	83
SECTION 16: DATA MATRIX ACROSS COLLECTIONS FOR SY 2011-2012.....	85
SECTION 17: ASSESSMENT REPORTS.....	88
17.1 STATE, DISTRICT, SCHOOL AND STUDENT REPORTS.....	88
17.2 DISTRICT ELECTRONIC DATA FILES.....	89
17.3 PUBLIC REPORTS.....	89
17.4 ACCOUNTABILITY REPORTING.....	90
SECTION 18: RESOURCES.....	91
APPENDIX A: PEER REVIEW, ACRONYMS AND SCHOOLS VS. PROGRAMS.....	92
COLORADO'S PEER REVIEW APPROVAL LETTER.....	93
LIST OF ACRONYMS AND OTHER TERMS FOR STATE ASSESSMENTS.....	94
SCHOOLS VS. PROGRAMS.....	96
DEFINITION OF A SCHOOL.....	96
NOTIFICATION, CERTIFICATION AND CONTINUATION OF SCHOOL GRADE LEVEL CONFIGURATION.....	97
CLARIFICATION OF SCHOOL VS. PROGRAM FOR ASSESSMENT.....	98
Example 1: Program Within a Neighborhood School Building.....	99
Example 2: District With a Center-Based School.....	100
Example 3: BOCES Program Serving Several Districts.....	101

APPENDIX B: SAMPLES, FORMS AND SIGNS.....	102
SAMPLES OF 2011-2012 STUDENT DATA GRID.....	103
<i>CELAPro</i>	103
<i>TCAP</i>	104
<i>CoA/t</i>	105
TRANSCRIBED BOOK EXAMPLE (FOR ALTERNATE FORMS, DAMAGED BOOKS, ETC.)	106
CONFIDENTIALITY AGREEMENT.....	107
VERIFICATION OF DISTRICT TRAINING.....	108
"STOP SIGNS"	109
"NO CELL PHONES" SIGN.....	111
APPENDIX C: OTHER COLORADO ACADEMIC TESTING PROGRAMS	112
11 TH GRADE COLORADO ACT ASSESSMENT	113
NAEP IN COLORADO.....	114

Appendix C: Sample Technical Report Table of Contents

SAMPLE TECHNICAL REPORT TABLE OF CONTENTS

List of Tables

List of Figures

List of Abbreviations

Executive Summary

Background

Administration

Student Performance

Evidence Supporting the Validity of Inferences from the Assessment Scores

Chapter 1: Introduction

1.1 History of the Student Assessments

1.2 Brief Description of the Student Assessments

1.3 Summary of the Student Assessments

1.4 The Colorado Academic Standards

1.5 Testing, Reporting, and Accountability

1.6 Purpose of the Technical Report

Chapter 2: Test Development

2.1 Introduction

2.2 Eligible Content

2.3 Claims

2.4 Design of the Student Assessments

2.5 Test Blueprints

2.6 Test Specifications

2.5 Development of Test Items

2.5a Item Specifications

2.5 b Prototypes and Cognitive labs for new item types

2.5c Passage and storyboard review

2.5d Item writers

2.5e Item writer training

2.5f Item review

2.5g Bias and Sensitivity Review

2.5h Accessibility Review

2.5i Alignment to standards methodology

2.6 Field testing (initial and embedded)

2.7 Item Bank

2.8 Test Form Assembly (Form development)

2.9 Online Forms Construction

2.10 Quality Control for Test Construction

2.11 Summary

Chapter 3: Achievement-Level Setting

3.1 Introduction

3.2 Goal of the Standard Setting

3.3 Staff and Participants

3.4 Development of Achievement- Level Descriptors

3.5 Overview of Standard-Setting Activities

3.6 Specific Standard-Setting Activities

3.7 Session Results by Panel and Round

3.8 Results of Participant Evaluations

Chapter 4: Item Analysis

4.1 Introduction

4.2 Analysis of Forms for Student Assessment

4.3 Item Statistics

4.4 Calibration of accommodated items

4.5 Summary

Chapter 5: Accommodations

5.1 Introduction

5.2 Accommodations eligibility

5.3 Accessibility features

5.4 Number of students using accommodations by accommodation and subgroup

5.6 Item performance for students using accommodations

Chapter 6: Test Administration

6.1 Introduction

6.2 Test administration training

6.3 Test Administration

6.4 Online Assessment Administration

6.5 Test Security

6.6 Materials Handling and Return

6.7 Summary

Chapter 7: Scoring, and Quality Control Procedures

7.1 Introduction

7.2 Quality Control Overview

7.3 Preparation and Materials Check-In

7.4 Materials Scanning

7.5 Quality Control in Report Production

7.6 Scoring Requiring Human Judgment

- 7.7 Processing Documents and Image Quality Control
- 7.8 Range-Finding and Development of Scoring Materials
- 7.9 Rubric validation
- 7.10 Anchor Review for new Items
- 7.11 Project Staffing
- 7.12 Training.
- 7.13 Qualification to Score.
- 7.14 Scoring Procedures
- 7.15 Monitoring for Quality Assurance
- 7.16 Irregularity Analysis

Chapter 8: Scaling and Equating

- 8.1 Introduction
- 8.2 Item Response Theory (IRT)
- 8.3 Selected IRT Models
- 8.4 Scaling and Equating
 - 8.4a Model fit analyses
 - 8.4b Item local independence
 - 8.4c calibration evaluation
 - 8.4d anchor item evaluation criteria and results
 - 8.4e p-value comparisons
 - 8.4f Item parameter comparisons
 - 8.4g Scaling constants
 - 8.4h flagged items
- 8.5 Item sampling for equating
- 8.6 Student sampling for equating
- 8.7 Operational item equating procedures
- 8.8 Placing field test items on operational scale

8.9 Item pool maintenance

8.10 Linking

8.11 Vertical scale design

Chapter 9: Reporting

9.1 Introduction

9.2 Individual Student Report

9.3 State and district summary reports

9.3a Description of scores

9.3b Raw Score

9.3c Scale Score

9.3 d. Performance Levels

9.4 Description of Reports

9.4a Overall proficiency at a glance

9.4b Summary reports

9.4c Subgroup reports

9.5 Appropriate Score uses

9.6 Interpreting Score means

9.7 Cautions for score use

9.7a Understanding measurement error

9.7b Using scores at extreme ends of the distribution

9.7c Interpreting score means

9.7d Using objective/strand-level information

9.7e Program evaluation implications

9.8 Summary

Chapter 10: Summary Statistics

10.1 Introduction

10.2 Descriptive Statistics for Total Raw Scores

10.3 Descriptive Statistics for Total Raw Score by Section

10.4 Descriptive Statistics by Demographic Group

10.5 Descriptive Statistics by accommodation

Chapter 11: Reliability

11.1 Introduction

11.2 Reliability and Measurement Error

11.3 Evidence of Raw-Score Internal Consistency

11.4 Conditional Standard Error Estimates for Scale Scores

11.5 Evidence Supporting Scorer Reliability

11.6 Reliability of Classifications

11.7 Alternate forms reliability estimation

11.8 Internal consistency reliability estimation

11.9 Scoring reliability for constructed response items and written compositions

11.9a Reader agreement

11.9b Score appeals

11.9c Auditing of test administrations and task ratings

Chapter 12: Validity

12.1 Introduction

12.2 Purpose and Intended Uses of Test Scores

12.3 Criterion validity

12.4 Content and Curricular-Related Evidence of Validity

12.5 Construct Validity

12.6 Divergent Validity

12.7 Predictive Validity

12.8 Classification Accuracy

12.9 Validity Evidence Based on the Internal Structure of the Student Assessments

12.10 Additional Validity Evidence for the Student Assessments

12.11 DIF Analysis

12.13 Scoring validity evidence

12.14 Generalization validity evidence

12.15 Extrapolation validity evidence

12.16 Implication validity evidence

12.17 Summary

Glossary of terms

References

Appendices

ATTACHMENTS

Attachment 1: Criteria for Responsiveness Certification Form

The criteria for responsiveness to this RFP are outlined in the table below. Place a checkmark in each box to confirm responsiveness to the applicable criterion.

Name of Offeror(s) _____

Components bid: _____

<input checked="" type="checkbox"/>	Criteria for Responsiveness	Description of Criterion
<input type="checkbox"/>	Criterion 1: Intent to Respond	The Intent to Respond letter was submitted and received by CDE by the designated time.
<input type="checkbox"/>	Criterion 2: Organization and Packaging	The proposal includes responses to all of the requirements and specifications listed under each component (as detailed in Attachments 2-5, the Statement of Work Checklists, for each relevant component).
	Criterion 3: On Time	The narrative was received by CDE by the designated time.
<input type="checkbox"/>	Criterion 4: Item Management System	For Components A, B and C, the Offeror has a working electronic item management system in place that meets CDE's Statement of Work requirements at the time of proposal submission.
<input type="checkbox"/>	Criterion 5: Online Testing Engine	For Components A and C, the Offeror has a working online test engine in place that meets CDE's Statement of Work requirements at the time of proposal submission.
<input type="checkbox"/>	Criterion 6: Artificial Intelligence Scoring System	For Component A and Component C, if relevant, the Offeror has a working Artificial Intelligence Scoring System in place that meets CDE's Statement of Work requirements at the time of proposal submission.
<input type="checkbox"/>	Criterion 7: Live Demonstration/Interview	If the Offeror advances to Stage 3, the Offeror agrees to be in Denver, CO to participate in live demonstrations and interviews on the dates and at the location specified by CDE.

I hereby certify that I am authorized to act for this/these Offeror(s) in matters pertaining to the criteria for responsiveness for this RFP and that the above statements are true and correct to the best of my knowledge.

Printed Name _____ **Title:** _____

Signature _____ **Date:** _____

Attachment 2: Summative Assessments Statement of Work Checklist

Component A: Colorado Summative Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
A.1. General Requirements			
<input type="checkbox"/>		A.1.1. Professional Standards/Best Practices	
<input type="checkbox"/>		A.1.2. State and Federal Requirements	
<input type="checkbox"/>		A.1.3. Communication	
<input type="checkbox"/>		A.1.4. Cooperation with Quality Control Contractor and CDE Staff	
<input type="checkbox"/>		A.1.5. Interaction with Verification Contractor	
<input type="checkbox"/>		A.1.6. Security	
<input type="checkbox"/>		A.1.7. Travel	
<input type="checkbox"/>		A.1.8. Subcontractor Requirements	
<input type="checkbox"/>		A.1.9. CDE Sign Off	
A.2. Corporate Capacity and Personnel			
<input type="checkbox"/>		A.2.1. Organizational Structure	
<input type="checkbox"/>		A.2.2. Time Allocation of Key Personnel and Services	
<input type="checkbox"/>		A.2.3. Staff Qualifications and Experiences	
<input type="checkbox"/>		A.2.4. Corporate Capabilities and Capacities	
<input type="checkbox"/>		A.2.5. Relevant Experience	
<input type="checkbox"/>		A.2.6. Risk Management and Quality Assurance	
A.3. Program Management			
		A.3.1. Key Activities and Transfer Dates	
<input type="checkbox"/>			A.3.1.a. Schedule of Activities
<input type="checkbox"/>			A.3.1.b. Project Schedule
		A.3.2. Program Management Communication and Reports	
<input type="checkbox"/>			A.3.2.a. On-going Communication
<input type="checkbox"/>			A.3.2.b. Timeliness of Communication
<input type="checkbox"/>			A.3.2.c. Weekly Meetings
<input type="checkbox"/>			A.3.2.d. Project Meetings
<input type="checkbox"/>			A.3.2.e. Monthly Reports
<input type="checkbox"/>			A.3.2.f. District Assessment Coordinator (DAC) Academy
<input type="checkbox"/>			A.3.2.g. District Assessment Coordinator (DAC) Management Meeting
<input type="checkbox"/>			A.3.2.h. Program Improvement Plans
<input type="checkbox"/>			A.3.2.i. Quality Control and Sign-Offs
<input type="checkbox"/>			A.3.2.j. Invoices
<input type="checkbox"/>		A.3.3. Transition	

Component A: Colorado Summative Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
A.4. Assessment Development			
<input type="checkbox"/>		A.4.1. Work Plan	
<input type="checkbox"/>		A.4.2. Content	
<input type="checkbox"/>			A.4.2.a. Determining Eligible Content
<input type="checkbox"/>			A.4.2.b. Claims and Reporting Categories
<input type="checkbox"/>			A.4.2.c. Frameworks
<input type="checkbox"/>			A.4.2.d. Development of Performance Level Descriptors
<input type="checkbox"/>			A.4.2.e. Item Types and Test Blueprints/Specifications
<input type="checkbox"/>			A.4.2.f. Design
<input type="checkbox"/>		A.4.3. Item Development	
<input type="checkbox"/>			A.4.3.a. Samples for RFP
<input type="checkbox"/>			A.4.3.b. Prototypes and Cognitive Labs
<input type="checkbox"/>			A.4.3.c. Item Specifications and Style Guides
<input type="checkbox"/>			A.4.3.d. Universal Design
<input type="checkbox"/>			A.4.3.e. Number of Items to be Developed
<input type="checkbox"/>		A.4.4. Electronic Item Development System and Item Bank	
<input type="checkbox"/>			A.4.4.a. Item Development System
<input type="checkbox"/>			A.4.4.b. Item Bank
<input type="checkbox"/>		A.4.5. Development Process and Cycle	
<input type="checkbox"/>			A.4.5.a. Passage Selection and Storyboard Creation
<input type="checkbox"/>			A.4.5.b. Passage and Storyboard Review
<input type="checkbox"/>			A.4.5.c. Item Writer Training and Assignments
<input type="checkbox"/>			A.4.5.d. Item Development Meetings
<input type="checkbox"/>			A.4.5.e. Content and Bias/Sensitivity Review
<input type="checkbox"/>			A.4.5.f. Field Testing (Initial and Embedded)
<input type="checkbox"/>			A.4.5.g. Data Review
<input type="checkbox"/>		A.4.6. Form Development	
<input type="checkbox"/>			A.4.6.a. Regular Form
<input type="checkbox"/>			A.4.6.b. Breach Form

Component A: Colorado Summative Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
A.4. Assessment Development (continued)			
		A.4.7. Accommodated Materials and Administration Procedures	
<input type="checkbox"/>			A.4.7.a. Accommodated Procedures
<input type="checkbox"/>			A.4.7.b. Large Print
<input type="checkbox"/>			A.4.7.c. Braille
<input type="checkbox"/>			A.4.7.d. Teacher Read Directions
<input type="checkbox"/>			A.4.7.e. English Oral Scripts
<input type="checkbox"/>			A.4.7.f. Spanish Oral Scripts
<input type="checkbox"/>			A.4.7.g. Certification for District Translators
<input type="checkbox"/>			A.4.7.h. Spanish Reading and Writing
<input type="checkbox"/>			A.4.7.i. Accommodated Paper-Based Forms
		A.4.8. Document Development	
<input type="checkbox"/>			A.4.8.a. District and School Assessment Coordinators Manual
<input type="checkbox"/>			A.4.8.b. Proctors Manuals
<input type="checkbox"/>			A.4.8.c. Certification Forms
<input type="checkbox"/>			A.4.8.d. Test Booklets and Answer Documents
<input type="checkbox"/>			A.4.8.e. Ancillary Materials
<input type="checkbox"/>			A.4.8.f. Sample/Released Items, Including Worksheets
A.5. Assessment Administration			
<input type="checkbox"/>		A.5.1 Work Plan	
<input type="checkbox"/>		A.5.2. Test Window	
<input type="checkbox"/>		A.5.3. Materials Ordering	
<input type="checkbox"/>			A.5.3.a. Pre-ID File and Labels
<input type="checkbox"/>			A.5.3.b. Materials Ordering System
<input type="checkbox"/>			A.5.3.c. Online Roster
<input type="checkbox"/>			A.5.3.d. Additional Materials Ordering
		A.5.4. Document Production	
<input type="checkbox"/>			A.5.4.a. Proctors Manuals
<input type="checkbox"/>			A.5.4.b. Test Booklets/Answer Documents
<input type="checkbox"/>			A.5.4.c. Breach Forms
<input type="checkbox"/>			A.5.4.d. Ancillaries
<input type="checkbox"/>			A.5.4.e. Accommodated Materials

Component A: Colorado Summative Assessment Checklist

<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
A.5. Assessment Administration (continued)			
		A.5.5. Secure Distribution, Collection, Storage and Destruction	
<input type="checkbox"/>			A.5.5.a. Packaging
<input type="checkbox"/>			A.5.5.b. Distribution and Collection
<input type="checkbox"/>			A.5.5.c. Materials Storage and Destruction
<input type="checkbox"/>			A.5.5.d. Disaster Recovery
<input type="checkbox"/>			A.5.5.e. Verification
		A.5.6. Test Monitoring	
<input type="checkbox"/>			A.5.6.a. Fidelity to Test Administration and Security Procedures
<input type="checkbox"/>			A.5.6.b. Reported Violations of Administration and Security Procedures
A.6. Web-Based Online Test Delivery System			
<input type="checkbox"/>		A.6.1. Work Plan	
		A.6.2. Transition to Online Testing Plan	
<input type="checkbox"/>			A.6.2.a. Online Assessment Implementation Plan
<input type="checkbox"/>			A.6.2.b. Evaluation of Readiness for Online Assessment
		A.6.3. Online Testing System	
<input type="checkbox"/>			A.6.3.a. Web-Based Online Test Delivery System
<input type="checkbox"/>			A.6.3.b. Tools and Accommodations
<input type="checkbox"/>			A.6.3.c. Online Tutorials
<input type="checkbox"/>		A.6.4. Application Testing	
		A.6.5. Data Integration and Collection.	
<input type="checkbox"/>			A.6.5.a. Data Integration
<input type="checkbox"/>			A.6.5.b. System Requirements
<input type="checkbox"/>			A.6.5.c. Data Collection Protection Features
<input type="checkbox"/>			A.6.5.d. Access to Data Collection System
		A.6.6. System Reliability and Mitigation Experience	
<input type="checkbox"/>			A.6.6.a. Information Technology
<input type="checkbox"/>			A.6.6.b. Cyber Security
<input type="checkbox"/>			A.6.6.c. Online Assessment Challenges and Remedies
A.7. Scanning and Scoring			
<input type="checkbox"/>		A.7.1. Work Plan	
		A.7.2. Constructed Response Scoring Materials	
<input type="checkbox"/>			A.7.2.a. Rangefinding Meetings
<input type="checkbox"/>			A.7.2.b. Anchor Validation Meetings
<input type="checkbox"/>			A.7.2.c. Scoring Decision Guide

Component A: Colorado Summative Assessment Checklist

<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
A.7. Scanning and Scoring (Continued)			
		A.7.3. Scanning of Assessment Documents and Scoring of Selected Responses	
<input type="checkbox"/>			A.7.3.a. Scanning of Student Responses
<input type="checkbox"/>			A.7.3.b. Scoring of Selected Response Items
<input type="checkbox"/>			A.7.3.c. Imaging of Short Constructed Response, Extended Constructed Response and Performance Event Items
<input type="checkbox"/>			A.7.3.d. Resolution of Student, School and District Data During Scoring
		A.7.4. Scoring Center Procedures and Scoring Processes.	
<input type="checkbox"/>			A.7.4.a. Scoring Center
<input type="checkbox"/>			A.7.4.b. Scoring Staff
<input type="checkbox"/>			A.7.4.c. Scoring Confidentiality and Security Procedures
<input type="checkbox"/>			A.7.4.d. Scorer Training
<input type="checkbox"/>		A.7.5. Human Scoring	
<input type="checkbox"/>		A.7.6. Artificial Intelligence Scoring	
		A.7.7. Additional Scoring Considerations	
<input type="checkbox"/>			A.7.7.a. Reliability and Validity of Scoring Procedures
<input type="checkbox"/>			A.7.7.b. Procedures for Unusual Responses
<input type="checkbox"/>			A.7.7.c. Rescoring
A.8. Reporting of Data Files and Assessment Results			
<input type="checkbox"/>		A.8.1. Work Plan	
		A.8.2. Data	
<input type="checkbox"/>			A.8.2.a. Data Files
<input type="checkbox"/>			A.8.2.b. Data Documentation
<input type="checkbox"/>			A.8.2.c. Data Ownership
<input type="checkbox"/>			A.8.2.d. Student Biographical Data Review (SBD)
		A.8.3. Reporting	
<input type="checkbox"/>			A.8.3.a. Quality Control
<input type="checkbox"/>			A.8.3.b. Formatting of Reports
<input type="checkbox"/>			A.8.3.c. Individual Student Reports
<input type="checkbox"/>			A.8.3.d. State/District/School Reports
<input type="checkbox"/>			A.8.3.e. Report Approval
<input type="checkbox"/>			A.8.3.f. Reporting Dates
<input type="checkbox"/>			A.8.3.g. Report Dissemination
<input type="checkbox"/>			A.8.3.h. Reporting Errors
<input type="checkbox"/>			A.8.3.i. Reprinting
<input type="checkbox"/>			A.8.3.j. Assessment Interpretive Guide

Component A: Colorado Summative Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
A.9. Psychometric, Research, and Technical Activities			
<input type="checkbox"/>		A.9.1. Work Plan	
<input type="checkbox"/>		A.9.2. Piloting and Field Testing	
<input type="checkbox"/>			A.9.2. a. Piloting/Cognitive Labs for New Item Types – Sampling Design
<input type="checkbox"/>			A.9.2.b. Psychometric Analysis of Piloting/Cognitive Labs for New Item Types
<input type="checkbox"/>			A.9.2.c. Field Test – Sampling Design
<input type="checkbox"/>			A.9.2.d. Psychometric Analysis of Field Test to Support Operational Assessment
<input type="checkbox"/>		A.9.3. Operational Analysis	
<input type="checkbox"/>		A.9.4. Scaling and Standard Setting	
<input type="checkbox"/>			A.9.4.a. Vertical Scale Design
<input type="checkbox"/>			A.9.4.b. Scaling
<input type="checkbox"/>			A.9.4.c. Standard Setting
<input type="checkbox"/>		A.9.5. Linking and Equating	
<input type="checkbox"/>		A.9.6. Plans for Establishing Technical Adequacy	
<input type="checkbox"/>			A.9.6.a. Peer Review Requirements
<input type="checkbox"/>			A.9.6.b. Alignment Studies
<input type="checkbox"/>			A.9.6.c. Establishing Comparability
<input type="checkbox"/>			A.9.6.d. Technical Advisory Committee
<input type="checkbox"/>			A.9.6.e. Technical Report
<input type="checkbox"/>		A.9.7. Irregularity and Data Forensics Analysis	
A.10. Training and Support			
<input type="checkbox"/>		A.10.1. Work Plan	
<input type="checkbox"/>		A.10.2. Face-to-Face Training	
<input type="checkbox"/>			A.10.2.a. Technology Director Training
<input type="checkbox"/>			A.10.2.b. Assessment Administration Training
<input type="checkbox"/>			A.10.2.c. Understanding the Assessment Results Training
<input type="checkbox"/>		A.10.3. Webinars	
<input type="checkbox"/>		A.10.4. Online Training Support	

Component A: Colorado Summative Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
A.11. Customer Service			
<input type="checkbox"/>		A.11.1. District Assessment Coordinator Routine Communications/Notifications	
<input type="checkbox"/>		A.11.2. Telephone and E-mail Support	
<input type="checkbox"/>		A.11.3. Issue Resolution System	
<input type="checkbox"/>		A.11.4. Records of Interaction with Customers	
<input type="checkbox"/>		A.11.5. Customer Service Initiated Calls and Communications	
<input type="checkbox"/>		A.11.6. Customer Feedback Survey	
<input type="checkbox"/>		A.11.7. DAC Website	
<input type="checkbox"/>		A.11.8. Customer Support	

Attachment 3: Alternate Assessment Statement of Work Checklist

Component B: Colorado Alternate Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
B.1. General Requirements			
<input type="checkbox"/>		B.1.1. Professional Standards/Best Practices	
<input type="checkbox"/>		B.1.2. State and Federal Requirements	
<input type="checkbox"/>		B.1.3. Communication	
<input type="checkbox"/>		B.1.4. Cooperation with Quality Control Contractor and CDE Staff	
<input type="checkbox"/>		B.1.5. Interaction with Verification Contractor	
<input type="checkbox"/>		B.1.6. Security	
<input type="checkbox"/>		B.1.7. Travel	
<input type="checkbox"/>		B.1.8. Subcontractor Requirements	
<input type="checkbox"/>		B.1.9. CDE Sign Off	
B.2. Corporate Capacity and Personnel			
<input type="checkbox"/>		B.2.1. Organizational Structure	
<input type="checkbox"/>		B.2.2. Time Allocation of Key Personnel and Services	
<input type="checkbox"/>		B.2.3. Staff Qualifications and Experience	
<input type="checkbox"/>		B.2.4. Corporate Capabilities and Capacities	
<input type="checkbox"/>		B.2.5. Relevant Experience	
<input type="checkbox"/>		B.2.6. Risk Management and Quality Assurance	
B.3. Program Management			
<input type="checkbox"/>		B.3.1. Key Activities and Transfer Dates	
<input type="checkbox"/>			B.3.1.a. Schedule of Activities
<input type="checkbox"/>			B.3.1.b. Project Schedule
<input type="checkbox"/>		B.3.2. Program Management Communication and Reports	
<input type="checkbox"/>			B.3.2.a. On-going Communication
<input type="checkbox"/>			B.3.2.b. Timeliness of Communication
<input type="checkbox"/>			B.3.2.c. Weekly Meetings
<input type="checkbox"/>			B.3.2.d. Project Meetings
<input type="checkbox"/>			B.3.2.e. Monthly Reports
<input type="checkbox"/>			B.3.2.f. District Assessment Coordinator (DAC) Academy
<input type="checkbox"/>			B.3.2.g. District Assessment Coordinator (DAC) Management Meeting
<input type="checkbox"/>			B.3.2.h. Program Improvement Plans
<input type="checkbox"/>			B.3.2.i. Quality Control and Sign-Offs
<input type="checkbox"/>			B.3.2.j. Invoices
<input type="checkbox"/>		B.3.3. Transition	

Component B: Colorado Alternate Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
B.4. Assessment Development			
<input type="checkbox"/>		B.4.1. Work Plan	
<input type="checkbox"/>		B.4.2. Content	
<input type="checkbox"/>			B.4.2.a. Determining Eligible Content
<input type="checkbox"/>			B.4.2.b. Claims and Reporting Categories
<input type="checkbox"/>			B.4.2.c. Frameworks
<input type="checkbox"/>			B.4.2.d. Development of Performance Level Descriptors
<input type="checkbox"/>			B.4.2.e. Item Types and Test Blueprints/Specifications
<input type="checkbox"/>			B.4.2.f. Design
<input type="checkbox"/>		B.4.3. Item Development	
<input type="checkbox"/>			B.4.3.a. Samples for RFP
<input type="checkbox"/>			B.4.3.b. Prototypes
<input type="checkbox"/>			B.4.3.c. Item Specifications and Style Guides
<input type="checkbox"/>			B.4.3.d. Universal Design
<input type="checkbox"/>			B.4.3.e. Number of Items to be Developed
<input type="checkbox"/>		B.4.4. Electronic Item Development System and Item Bank	
<input type="checkbox"/>			B.4.4.a. Item Development System
<input type="checkbox"/>			B.4.4.b. Item Bank
<input type="checkbox"/>		B.4.5. Development Process and Cycle	
<input type="checkbox"/>			B.4.5.a. Passage Selection
<input type="checkbox"/>			B.4.5.b. Passage review
<input type="checkbox"/>			B.4.5.c. Item Writer Training and Assignments
<input type="checkbox"/>			B.4.5.d. Item Development Meetings
<input type="checkbox"/>			B.4.5.e. Content and Bias/Sensitivity Review
<input type="checkbox"/>			B.4.5.f. Field Testing (Initial and Embedded)
<input type="checkbox"/>			B.4.5.g. Data review
<input type="checkbox"/>		B.4.6. Form Development	

Component B: Colorado Alternate Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
B. Assessment Development (continued)			
		B.4.7. Accommodated Materials and Administration Procedures	
<input type="checkbox"/>			B.4.7.a. Accommodated Procedures
<input type="checkbox"/>			B.4.7.b. Certification for District Translators
		B.4.8. Document Development	
<input type="checkbox"/>			B.4.8.a. District and School Assessment Coordinators Manual
<input type="checkbox"/>			B.4.8.b. Examiners Manuals
<input type="checkbox"/>			B.4.8.c. Certification Forms
<input type="checkbox"/>			B.4.8.d. Test Booklets and Answer Documents
<input type="checkbox"/>			B.4.8.e. Ancillary Materials
<input type="checkbox"/>			B.4.8.f. Sample/Released Items
B.5. Assessment Administration			
<input type="checkbox"/>		B.5.1. Work Plan	
<input type="checkbox"/>		B.5.2. Test Window	
		B.5.3. Materials Ordering	
<input type="checkbox"/>			B.5.3.a. Pre-ID File and Labels
<input type="checkbox"/>			B.5.3.b. Materials Ordering System
<input type="checkbox"/>			B.5.3.c. Online Roster
<input type="checkbox"/>			B.5.3.d. Additional Materials Ordering
		B.5.4. Document Production	
<input type="checkbox"/>			B.5.4.a. Examiners Manuals
<input type="checkbox"/>			B.5.4.b. Test Booklets/Answer Documents
<input type="checkbox"/>			B.5.4.c. Ancillary Materials.
		B.5.5. Secure Distribution, Collection, Storage and Destruction	
<input type="checkbox"/>			B.5.5.a. Packaging
<input type="checkbox"/>			B.5.5.b. Distribution and Collection
<input type="checkbox"/>			B.5.5.c. Materials Storage and Destruction.
<input type="checkbox"/>			B.5.5.d. Disaster Recovery.
<input type="checkbox"/>			B.5.5.e. Verification.
		B.5.6. Test Monitoring	
<input type="checkbox"/>			B.5.6.a. Fidelity to Test Administration and Security Procedures.
<input type="checkbox"/>			B.5.6.b. Reported Violations of Administrations and Security Procedures.

Component B: Colorado Alternate Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
B.6. Scoring			
<input type="checkbox"/>		B.6.1. Work Plan	
<input type="checkbox"/>		B.6.2. Scoring Guidance	
<input type="checkbox"/>		B.6.3. Scoring Processes	
<input type="checkbox"/>			B.6.3.a. Resolution of Student, School and District Data During Scoring
<input type="checkbox"/>			B.6.3.b. Teacher Scoring
<input type="checkbox"/>			B.6.3.c. Scoring Monitors
<input type="checkbox"/>			B.6.3.d. Online Score Submission System
B.7. Reporting of Data Files and Assessment Results			
<input type="checkbox"/>		B.7.1. Work Plan	
<input type="checkbox"/>		B.7.2. Data	
<input type="checkbox"/>			B.7.2.a. Data Integration
<input type="checkbox"/>			B.7.2.b. Data Files
<input type="checkbox"/>			B.7.2.c. Data Documentation
<input type="checkbox"/>			B.7.2.d. Data Ownership
<input type="checkbox"/>			B.7.2.e. Student Biographical Data Review (SBD)
<input type="checkbox"/>		B.7.3. Score Reporting	
<input type="checkbox"/>			B.7.3.a. Quality Control
<input type="checkbox"/>			B.7.3.b. Formatting of Reports.
<input type="checkbox"/>			B.7.3.c. Individual Student Reports
<input type="checkbox"/>			B.7.3.d. State/District/School Reports
<input type="checkbox"/>			B.7.3.e. Report Approval
<input type="checkbox"/>			B.7.3.f. Reporting Dates
<input type="checkbox"/>			B.7.3.g. Report Dissemination
<input type="checkbox"/>			B.7.3.h. Reporting Errors
<input type="checkbox"/>			B.7.3.i. Reprinting
<input type="checkbox"/>			B.7.3.j. Assessment Interpretive Guide
B.8. Psychometric, Research, and Technical Activities			
<input type="checkbox"/>		B.8.1. Work Plan	
<input type="checkbox"/>		B.8.2. Field Testing	
<input type="checkbox"/>			B.8.2.a. Sampling Design
<input type="checkbox"/>			B.8.2.b. Psychometric Analysis of Field Test to Support Operational Assessment
<input type="checkbox"/>		B.8.3. Operational Analysis	
<input type="checkbox"/>		B.8.4. Scaling and Standard Setting	
<input type="checkbox"/>			B.8.4.a. Vertical Scale Design
<input type="checkbox"/>			B.8.4.b. Scaling
<input type="checkbox"/>			B.8.4.c. Standard Setting
<input type="checkbox"/>		B.8.5. Linking and Equating	

Component B: Colorado Alternate Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
B.8. Psychometric, Research, and Technical Activities (continued)			
<input type="checkbox"/>		B.8.6. Plans for Establishing Technical Adequacy	
<input type="checkbox"/>			B.8.6. a. Peer Review Requirements
<input type="checkbox"/>			B.8.6.b. Alignment Studies
<input type="checkbox"/>			B.8.6.c. Technical Advisory Committee
<input type="checkbox"/>			B.8.6.d. Technical Report
<input type="checkbox"/>		B.8.7. Irregularity and Data Forensic Analysis	
B.9. Training and Support			
<input type="checkbox"/>		B.9.1. Work Plan	
<input type="checkbox"/>		B.9.2. Alternate Assessment Administration Training	
<input type="checkbox"/>		B.9.3. Understanding the Alternate Assessment Results Training	
<input type="checkbox"/>		B.9.4. Webinars	
<input type="checkbox"/>		B.9.5. Online Training Support	
B.10. Customer Service			
<input type="checkbox"/>		B.10.1. District Assessment Coordinator Routine Communications/Notifications	
<input type="checkbox"/>		B.10.2. Telephone and E-mail Support	
<input type="checkbox"/>		B.10.3. Issue Resolution System	
<input type="checkbox"/>		B.10.4. Records of Interaction with Customers	
<input type="checkbox"/>		B.10.5. Customer Service Initiated Calls and Communications	
<input type="checkbox"/>		B.10.6. Customer Feedback Survey	
<input type="checkbox"/>		B.10.7. DAC Website	
<input type="checkbox"/>		B.10.8. Customer Support	

Attachment 4: Interim Assessment Statement of Work Checklist

Component C: Colorado Interim Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
C.1. General Requirements			
<input type="checkbox"/>		C.1.1. Professional Standards/Best Practices	
<input type="checkbox"/>		C.1.2. State and Federal Requirements	
<input type="checkbox"/>		C.1.3. Communication	
<input type="checkbox"/>		C.1.4. Cooperation with Quality Control Contractor and CDE Staff	
<input type="checkbox"/>		C.1.5. Interaction with Verification Contractor	
<input type="checkbox"/>		C.1.6. Security	
<input type="checkbox"/>		C.1.7. Travel	
<input type="checkbox"/>		C.1.8. Subcontractor Requirements	
<input type="checkbox"/>		C.1.9. CDE Sign Off	
C.2. Corporate Capacity and Personnel			
<input type="checkbox"/>		C.2.1. Organizational Structure	
<input type="checkbox"/>		C.2.2. Time Allocation of Key Personnel and Services	
<input type="checkbox"/>		C.2.3. Staff Qualifications and Experience	
<input type="checkbox"/>		C.2.4. Corporate Capabilities and Capacities	
<input type="checkbox"/>		C.2.5. Relevant Experience	
<input type="checkbox"/>		C.2.6. Risk Management and Quality Assurance	
C.3. Program Management			
<input type="checkbox"/>		C.3.1. Key Activities and Transfer Dates	
<input type="checkbox"/>			C.3.1.a. Schedule of Activities
<input type="checkbox"/>			C.3.1.b. Project Schedule
<input type="checkbox"/>		C.3.2. Program Management Communication and Reports	
<input type="checkbox"/>			C.3.2.a. On-going Communication
<input type="checkbox"/>			C.3.2.b. Timeliness of Communication
<input type="checkbox"/>			C.3.2.c. Bi-Weekly Meetings
<input type="checkbox"/>			C.3.2.d. Project Meetings
<input type="checkbox"/>			C.3.2.e. Monthly Reports
<input type="checkbox"/>			C.3.2.f. District Assessment Coordinator (DAC) Academy
<input type="checkbox"/>			C.3.2.g. District Assessment Coordinator (DAC) Management Meeting
<input type="checkbox"/>			C.3.2.h. Program Improvement Plans
<input type="checkbox"/>			C.3.2.i. Quality Control and Sign-Offs
<input type="checkbox"/>			C.3.2.j. Invoices
<input type="checkbox"/>		C.3.3. Transition	

Component C: Colorado Interim Assessment Checklist

<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
C.4. Assessment Development			
<input type="checkbox"/>		C.4.1. Work Plan	
<input type="checkbox"/>		C.4.2. Content	
<input type="checkbox"/>			C.4.2.a. Determining Eligible Content
<input type="checkbox"/>			C.4.2.b. Claims and Reporting Categories
<input type="checkbox"/>			C.4.2.c. Frameworks
<input type="checkbox"/>			C.4.2.d. Development of Performance Level Descriptors
<input type="checkbox"/>			C.4.2.e. Item Types and Test Blueprints/Specifications
<input type="checkbox"/>			C.4.2.f. Design
<input type="checkbox"/>		C.4.3. Item Development	
<input type="checkbox"/>			C.4.3.a. Samples for RFP
<input type="checkbox"/>			C.4.3.b. Item Specifications and Style Guides.
<input type="checkbox"/>			C.4.3.c. Universal Design.
<input type="checkbox"/>			C.4.3.d. CAS Alignment
<input type="checkbox"/>			C.4.3.e. Selection or Development of Items
<input type="checkbox"/>		C.4.4. Electronic Item Development System and Item Bank	
<input type="checkbox"/>			C.4.4.a. Item Development System
<input type="checkbox"/>			C.4.4.b. Item Bank
<input type="checkbox"/>		C.4.5. Development Process and Cycle	
<input type="checkbox"/>			C.4.5.a. Passage Selection and Storyboard Creation
<input type="checkbox"/>			C.4.5.b. Passage and Storyboard Review
<input type="checkbox"/>			C.4.5.c. Item Writer Training and Assignments
<input type="checkbox"/>			C.4.5.d. Content and Bias/Sensitivity Review
<input type="checkbox"/>			C.4.5.e. Field testing (Initial and Embedded)
<input type="checkbox"/>			C.4.5.f. Data review
<input type="checkbox"/>		C.4.6. Form Development	
<input type="checkbox"/>		C.4.7. Accommodated Materials and Administration Procedures Development	
<input type="checkbox"/>			C.4.7.a. Accommodated Procedures

Component C: Colorado Interim Assessment Checklist

<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
C.4. Assessment Development (continued)			
		C.4.7. Accommodated Materials and Administration Procedures Development (continued)	
<input type="checkbox"/>			C.4.7.b. Accommodations for Students with Visual Impairments
<input type="checkbox"/>			C.4.7.c. Native Language Accommodations
<input type="checkbox"/>			C.4.7.d. Non-Online Delivered Assessment
		C.4.8. Document Development	
<input type="checkbox"/>			C.4.8.a. District and School Assessment Coordinators Manual
<input type="checkbox"/>			C.4.8.b. Proctors Manuals
<input type="checkbox"/>			C.4.8.c. Certification Forms
<input type="checkbox"/>			C.4.8.d. Ancillary Materials
<input type="checkbox"/>			C.4.8.e. Sample/Released Items, including Worksheets
C.5. Assessment Administration			
<input type="checkbox"/>		C.5.1. Work Plan	
<input type="checkbox"/>		C.5.2. Test Window	
		C.5.3. Registration	
<input type="checkbox"/>			C.5.3.a. Indication of Participation
<input type="checkbox"/>			C.5.3.b. Student Enrollment
		C.5.4. Document and Materials Production	
<input type="checkbox"/>			C.5.4.a. District and School Assessment Coordinators Manual
<input type="checkbox"/>			C.5.4.b. Proctors Manuals
<input type="checkbox"/>			C.5.4.c. Certification Forms
<input type="checkbox"/>			C.5.4.d. Ancillary Materials
<input type="checkbox"/>			C.5.4.e. Sample/Released Items, including Worksheets
<input type="checkbox"/>			C.5.4.f. Online Test Forms
<input type="checkbox"/>			C.5.4.g. Accommodated Materials
		C.5.5. Secure Access, Distribution, Collection, Storage and Destruction	
<input type="checkbox"/>			C.5.5.a. Electronic Documents and Materials

Component C: Colorado Interim Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
C.5. Assessment Administration (continued)			
		C.5.5. Secure Access, Distribution, Collection, Storage and Destruction (continued)	
<input type="checkbox"/>			C.5.5.b. Packaging
<input type="checkbox"/>			C.5.5.c. Distribution and Collection
<input type="checkbox"/>			C.5.5.d. Materials Storage and Destruction
<input type="checkbox"/>			C.5.5.e. Disaster Recovery
		C.5.6. Test Monitoring	
<input type="checkbox"/>			C.5.6.a. Fidelity to Test Administration and Security Procedures
<input type="checkbox"/>			C.5.6.b. Reported Violations of Administration and Security Procedures
C.6. Web-Based Online Test Delivery system			
<input type="checkbox"/>		C.6.1. Work Plan	
<input type="checkbox"/>		C.6.2. Online Assessment Implementation Plan	
		C.6.3. Online Testing System	
<input type="checkbox"/>			C.6.3.a. Web-Based Online Test Delivery System.
<input type="checkbox"/>			C.6.3.b. Tools and Accommodations.
<input type="checkbox"/>			C.6.3.c. Online Tutorials.
<input type="checkbox"/>		C.6.4. Application Testing	
		C.6.5. Data Integration and Collection	
<input type="checkbox"/>			C.6.5.a. Data Integration
<input type="checkbox"/>			C.6.5.b. System Requirements
<input type="checkbox"/>			C.6.5.c. Data Collection Protection Features
<input type="checkbox"/>			C.6.5.d. Access to Data Collection System
		C.6.6. System Reliability and Mitigation Experience	
<input type="checkbox"/>			C.6.6.a. Information Technology
<input type="checkbox"/>			C.6.6.b. Cyber Security
<input type="checkbox"/>			C.6.6.c. Online Assessment Challenges and Remedies
C.7. Scoring and Reporting			
<input type="checkbox"/>		C.7.1. Work Plan	
<input type="checkbox"/>		C.7.2. Scoring of Selected Response Items	
		C.7.3. Constructed Response Items	
<input type="checkbox"/>			C.7.3.a. Scored Using Artificial Intelligence

Component C: Colorado Interim Assessment Checklist

<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
C.7. Scoring and Reporting (continued)			
<input type="checkbox"/>		C.7.3. Constructed Response Items (continued)	
<input type="checkbox"/>			C.7.3.b. Scored by Local Educators
<input type="checkbox"/>		C.7.4. Individual Scale Scores and Subscores	
<input type="checkbox"/>		C.7.5. Aggregated and Disaggregated Scores	
<input type="checkbox"/>		C.7.6. Additional Scoring Considerations	
<input type="checkbox"/>			C.7.6.a. Reliability and Validity of Scoring Procedures
<input type="checkbox"/>			C.7.6.b. Procedure for Unusual Responses
<input type="checkbox"/>		C.7.7. Data Ownership	
<input type="checkbox"/>		C.7.8. Quality Control	
<input type="checkbox"/>		C.7.9. Reporting	
<input type="checkbox"/>			C.7.9.a. Formatting of Reports
<input type="checkbox"/>			C.7.9.b. Individual Student Reports
<input type="checkbox"/>			C.7.9.c. Aggregated and Disaggregated School, District and State Files and Reports
<input type="checkbox"/>			C.7.9.d. Assessment Interpretive Guide
C.8. Psychometric, Research, and Technical Activities			
<input type="checkbox"/>		C.8.1. Work Plan	
<input type="checkbox"/>		C.8.2. Field Testing	
<input type="checkbox"/>			C.8.2.a. Field Test-Sampling Design
<input type="checkbox"/>			C.8.2.b. Psychometric Analysis of Field Test to Support Operational Assessment
<input type="checkbox"/>		C.8.3. Operational Analysis	
<input type="checkbox"/>		C.8.4. Scaling and Standard Setting	
<input type="checkbox"/>			C.8.4.a. Vertical Scale Design
<input type="checkbox"/>			C.8.4.b. Scaling
<input type="checkbox"/>			C.8.4.c. Standard Setting
<input type="checkbox"/>		C.8.5. Linking and Equating	
<input type="checkbox"/>		C.8.6. Plans for Establishing Technical Adequacy	
<input type="checkbox"/>			C.8.6.a. Peer Review Requirements
<input type="checkbox"/>			C.8.6.b. Alignment Studies
<input type="checkbox"/>			C.8.6.c. Establishing Predictive Score
<input type="checkbox"/>			C.8.6.d. Technical Advisory Committee
<input type="checkbox"/>			C.8.6.e. Technical Report

Component C: Colorado Interim Assessment Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
C.9. Training and Support			
<input type="checkbox"/>		C.9.1. Work Plan	
		C.9.2. Training and Professional Development	
<input type="checkbox"/>			C.9.2.a. Technology Director Training
<input type="checkbox"/>			C.9.2.b. Assessment Administration Training
<input type="checkbox"/>			C.9.2.c. Understanding Assessment Results Training
<input type="checkbox"/>		C.9.3. Online Training Support	
C.10. Customer Service			
<input type="checkbox"/>		C.10.1. District Assessment Coordinator Routine Communications/Notifications	
<input type="checkbox"/>		C.10.2. Telephone and E-mail Support	
<input type="checkbox"/>		C.10.3. Issue Resolution System	
<input type="checkbox"/>		C.10.4. Records of Interaction with Customers	
<input type="checkbox"/>		C.10.5. Customer Service Initiated Calls and Communications	
<input type="checkbox"/>		C.10.6. Customer Feedback Survey	
<input type="checkbox"/>		C.10.7. Customer Support	

Attachment 5: Dashboard Statement of Work Checklist

Component D: Dashboard Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
D.1. General Requirements			
<input type="checkbox"/>		D.1.1. Communication	
<input type="checkbox"/>		D.1.2. Confidentiality	
<input type="checkbox"/>		D.1.3. State and Federal Requirements	
<input type="checkbox"/>		D.1.4. Cyber Security	
<input type="checkbox"/>		D.1.5. Travel	
<input type="checkbox"/>		D.1.6. Subcontractor Requirements	
D.2. Corporate Capacity and Personnel			
<input type="checkbox"/>		D.2.1. Organizational Structure	
<input type="checkbox"/>		D.2.2. Time Allocation of Key Personnel and Services	
<input type="checkbox"/>		D.2.3. Staff Qualifications and Experience	
<input type="checkbox"/>		D.2.4. Corporate Capabilities and Capacities	
<input type="checkbox"/>		D.2.5. Relevant Experience	
<input type="checkbox"/>		D.2.6. Risk Management and Quality Assurance	
D.3. Program Management			
<input type="checkbox"/>		D.3.1. Key Activities and Transfer Dates	
<input type="checkbox"/>			D.3.1.a. Schedule of Activities
<input type="checkbox"/>			D.3.1.b. Project Schedule
<input type="checkbox"/>		D.3.2. Program Management Communication and Reports	
<input type="checkbox"/>			D.3.2.a. On-going Communication
<input type="checkbox"/>			D.3.2.b. Timeliness of Communication
<input type="checkbox"/>			D.3.2.c. Project Meetings
<input type="checkbox"/>			D.3.2.d. Program Improvement Plans
<input type="checkbox"/>			D.3.2.e. Quality Control and Sign-Offs
<input type="checkbox"/>			D.3.2.f. Invoices
D.4. Dashboard System Features			
<input type="checkbox"/>		D.4.1. Work Plan	
<input type="checkbox"/>		D.4.2. State Assessment Data Portal (Base)	
<input type="checkbox"/>		D.4.3. Student Portal	
<input type="checkbox"/>		D.4.4. Parent Portal	
<input type="checkbox"/>		D.4.5. Local Assessment and Classroom Data Portal	
<input type="checkbox"/>		D.4.6. Educator Performance Management Portal	
D.5. System Management			
<input type="checkbox"/>		D.5.1. Work Plan	
<input type="checkbox"/>		D.5.2. Software Development	
<input type="checkbox"/>		D.5.3. License Agreements	

Component D: Dashboard Checklist			
<input checked="" type="checkbox"/>	Responsibility	Requirement	Specification
D.5. System Management (continued)			
<input type="checkbox"/>		D.5.4. Application Testing	
<input type="checkbox"/>		D.5.5. Disaster Recovery	
<input type="checkbox"/>		D.5.6. Data Integration and Collection	
<input type="checkbox"/>			D.5.6.a. Data Integration
<input type="checkbox"/>			D.5.6.b. System Requirements
<input type="checkbox"/>			D.5.6.c. Data Ownership
<input type="checkbox"/>			D.5.6.d. Access to Data Dashboard System
<input type="checkbox"/>		D.5.7. Information Technology	
<input type="checkbox"/>		D.5.8. Data Dashboard Experience	
D.6 Training and Support			
<input type="checkbox"/>		D.6.1. Work Plan	
<input type="checkbox"/>		D.6.2. Technology Director Training	
<input type="checkbox"/>		D.6.3. Training Support	
<input type="checkbox"/>		D.6.4. Online Tutorials	
D.7. Customer Service			
<input type="checkbox"/>		D.7.1. Telephone and E-mail Support	
<input type="checkbox"/>		D.7.2. Issue Resolution System	
<input type="checkbox"/>		D.7.3. Records of Interaction with Customers	
<input type="checkbox"/>		D.7.4. Customer Service Initiated Calls and Communication	
<input type="checkbox"/>		D.7.5. Customer Feedback Survey	
<input type="checkbox"/>		D.7.6. Customer Support	

Attachment 6: Key Activities for the Summative Assessments

Component A: Key Activities		Reference in Statement of Work	Deliverable Date
General	Security Procedures		
Program Management	Annual Project Schedule	1 st month of contract May 1 all other years	
	Project Meeting 1	July	
	Project Meeting 2	August	
	Project Meeting 3 – In person	September	
	Project Meeting 4	October	
	Project Meeting 5	November	
	Project Meeting 6 – In person	December	
	Project Meeting 7	January	
	Project Meeting 8	February	
	Project Meeting 9– In person	March	
	Project Meeting 10	April	
	Project Meeting 11	May	
	Project Meeting 12 – In person	June	
	Monthly Reports	3 rd business day of the month	
	DAC Academy	August	
	DAC Management 1	Fall	
	DAC Management 2	Spring	
	Program Improvement Plan - Development	Within 1 month of phase completion	
	Program Improvement Plan - Production	Within 1 month of phase completion	
	Program Improvement Plan – Shipping and Receipt	Within 1 month of phase completion	
	Program Improvement Plan - Administration	Within 1 month of phase completion	
	Program Improvement Plan - Scanning	Within 1 month of phase completion	
	Program Improvement Plan - Scoring	Within 1 month of phase completion	
	Program Improvement Plan – Data Processing	Within 1 month of phase completion	
	Program Improvement Plan – Reporting and Psychometrics	Within 1 month of phase completion	
	Program Improvement Plan - Other	Within 1 month of phase completion	
	Invoice Q1		
	Invoice Q2		
	Invoice Q3		
	Invoice Q4	June 15	
	Invoice – “tail”	September 1	
	Transition Plan – start of the contract		
	Transition Plan – end of the contract		
Assessment Development	Eligible Content Document - Final		
	Claims Documents - Final		
	Reporting Categories Document - Final		

Assessment Frameworks - Final		
Performance Level Descriptors – General - Final		
Performance Level Descriptors – Grade Level Specific - Final		
Test Blueprints/Specifications - Final		
Recruit Cognitive Lab Participants		
Development of Cognitive Lab Materials		
Conduct Cognitive Labs		
Cognitive Labs Report - Draft		
Cognitive Labs Report - Final		
Colorado Style Guide - Draft		
Colorado Style Guide – Final for year		
Passage Selection – CDE Review		
Recruit Passage and Storyboard Reviewers		
Passage Review		
Storyboard Review		
Item Writer Recruiting		
Item Development Meeting 1 Materials – CDE Review	No less than one week prior to meeting	
Item Development Meeting 1		
Item Development Meeting 2 Materials – CDE Review	No less than one week prior to meeting	
Item Development Meeting 2		
Item Review – CDE Review		
Recruit Content and Bias/Sensitivity Review Participants		
Content and Bias/Sensitivity Review Materials – CDE Review	No less than one week prior to meeting	
Content and Bias/Sensitivity Review		
Recruit Data Review Participants		
Data Review Materials – CDE Review	No less than one week prior to meeting	
Data Review		
Field Testing Plan		
Field Test Form Development – Final		
Core Test Form Development – Final		
Embedded Field Test Form Development – Final		
Breach Test Form Development – Final		
Accommodations Procedures Manual - CDE Review Final		
Accommodated Materials: Large Print - CDE Review Final		
Accommodated Materials: Braille Review		
Accommodated Materials: Teacher Read Directions – CDE Review Final		
Accommodated Materials: English Oral Scripts – CDE Review Final		
Accommodated Materials: Spanish Oral		

	Scripts – CDE Review Final		
	Procedures for Certification for District Translators – CDE Review Final		
	Spanish Reading and Writing Assessment Form Development – CDE Review Final		
	Document Development: District and School Assessment Coordinators Manual – CDE Review Final		
	Document Development: Proctors Manual – CDE Review Final		
	Document Development: Certification Forms – CDE Review Final		
	Document Development: Answer Document Layout - CDE Review Final		
	Document Development: Test Booklets/Answer Documents – CDE Review Final		
	Document Development: Ancillary Materials – CDE Review Final		
	Document Development: Sample Items Document – CDE Review Final		
Assessment Administration	Pre-ID File Transfer		
	Materials Ordering System Operational		
	Materials Ordering Window		
	Online Rosters Generated		
	Additional Materials Ordering Window		
	Proctors Manual Produced		
	Test Booklets/Answer Documents Produced		
	Ancillaries Produced		
	Accommodated Materials Produced		
	Certification Forms Produced		
	Colorado Districts in Shipping System		
	Packaging Specifications Finalized		
	Non-secure Materials Packaged		
	Non-secure Materials Shipped		
	Non-secure Materials in District		
	Secure Materials Packaged		
	Secure Materials Shipped		
	Secure Materials in District	No later than 14 days prior to the opening of the assessment window	
	Field Test Administration Window		
	Operational Test Administration Window	Completed no later than the 2 nd Friday in May	
	To Be Scored Materials Return Shipment		
	Not To Be Scored Materials Return Shipment		
	Non-scored Materials Destruction	Completion of reporting + 180 days	

	Scored Materials Destruction	Completion of reporting + 365 days	
	Secure Materials Verification – Initial Report	Return shipment date + 5 days	
	Secure Materials Verification – Weekly Report	Twice per week	
	Secure Materials Verification – Final Report	Within one week of completion of final verification	
	Test Monitoring Protocol – CDE Review Final		
	Test Monitoring Sites Selected		
	Test Monitoring Sites Notified – TBD if needed		
	Test Monitoring		
Web-Based Online Test Delivery System	Conduct the Online Readiness Assessment		
	Online Readiness Assessment Results		
	Infrastructure Plan - Final		
	Online Tutorials – CDE Review Final		
	Online Tutorials Available for District Use	No later than 4 weeks prior to testing	
	Online Accommodations Functionality – CDE Review Final		
	Online Test Delivery System Demonstration	No later than 8 weeks prior to testing	
	Online Test Delivery System Testing		
	Online Test Delivery System Available for District Installation/Download	No later than 6 weeks prior to testing	
	Forms Loaded in Online Test Delivery System	No later than 2 weeks prior to testing	
	Mitigation and Contingency Plans - Final		
	Establish Unique Log-in ID and Passwords (CDE staff, technology directors, DACs, SACs, test proctors, students)		
	Distribute Unique Log-in ID and Passwords (CDE staff, technology directors, DACs, SACs, test proctors, students)		
Scanning and Scoring	Recruit Rangefinding Participants		
	Rangefinding Meeting		
	Recruit Anchor Validation Participants		
	Anchor Validation Meeting		
	Scoring Decision Guide – CDE Review Final		
	Scanning Specifications – CDE Review Final		
	Key Verification – CDE Review		
	Scoring Staff Requirements Established		
	Scoring Staff Recruitment and Hiring		
	Scoring Training Materials – CDE		

Reporting of Data Files and Assessment Results	Review Final		
	Scoring Site Scheduled Visit - CDE		
	Reliability and Validity Scoring Specification/Procedures - CDE Review Final		
	Procedures for Unusual Responses – CDE Review Final		
	Rescoring Specifications/ Procedures – CDE Review Final		
	Reporting: Individual Student Level File Layout – CDE Review Final	3 months prior to administration	
	Reporting: Individual Student Level Report Shells – CDE Review Final		
	Reporting: State Level File Layouts – CDE Review Final	3 months prior to administration	
	Reporting: District Level File Layouts – CDE Review Final	3 months prior to administration	
	Reporting: District Level Report Shells – CDE Review Final		
	Reporting: School Level File Layouts – CDE Review Final	3 months prior to administration	
	Reporting: School Level Report Shells – CDE Review Final		
	Student Biographical Data Review Window		
	Reporting: QC of Individual Student Level File – CDE Review		
	Reporting: QC of Individual Student Level File – CDE Verification		
	Reporting: Individual Student Level File Posted	No later than the first Friday in June	
	Reporting: Individual Student Report Bellwethers		
	Reporting: Individual Student Level File Electronic Reports Posted	No later than June 15 excluding the first reporting year	
	Reporting: Individual Student Level Hard Copy Reports in District	No later than June 15 excluding the first reporting year	
	Reporting: QC of State Level File(s) – CDE Review		
	Reporting: QC of State Level File(s) – CDE Verification		
	Reporting: State Level File(s) Posted		
	Reporting: QC of District Level File(s) – CDE Review		
	Reporting: QC of District Level File(s) – CDE Verification		
	Reporting: District Level File(s) Posted		
	Reporting: District Reports Bellwethers		
	Reporting: District Electronic Reports Posted		
	Reporting: QC of School Level File(s) – CDE Review		

	Reporting: QC of School Level File(s) – CDE Verification		
	Reporting: School Level File(s) Posted		
	Reporting: School Reports Bellwethers		
	Reporting: School Electronic Reports Posted		
	Assessment Interpretive Guide – Review Final		
	Assessment Interpretive Guide Posted		
Psychometric, Research, and Technical Activities	Piloting/Cognitive Labs –Sampling Design		
	Psychometric Analysis of Pilot/Cognitive Labs		
	Field Test- Sampling Design		
	Psychometric Analysis of Field Test		
	Operational Analysis		
	Vertical Scale Presentation to TAC 1		
	Vertical Scale Presentation to TAC 2		
	Vertical Scale Decision - Final		
	Standard Setting Presentation to TAC 1		
	Standard Setting Presentation to TAC 2		
	Standard Setting Procedure Decision - Final		
	Standard Setting Material CDE Review Final		
	Recruit Standard Setting Participants		
	Standard Setting		
	Standard Setting Validation		
	Linking and Equating Presentation to TAC 1		
	Linking and Equating Presentation to TAC 2		
	Alignment Studies		
	Vertical Scale Presentation to TAC 1		
	Vertical Scale Presentation to TAC 2		
	Comparability Presentation to TAC 1		
	Comparability Presentation to TAC 2		
	Comparability Presentation to TAC 3		
	Comparability Presentation to TAC 4		
	Comparability Presentation to TAC 5		
	Comparability Presentation to TAC 6		
	TAC Meeting 1		
	TAC Meeting 2		
	TAC Meeting 3		
	Technical Report – Final version to CDE	No later than August	

		15	
	Irregularity and Data Forensic Report		
Training and Support	Technology Director Training Material CDE Review Final	No less than 2 weeks prior to the training	
	Conduct Technology Director Training		
	Assessment Administration Training Material CDE Review Final	No less than 2 weeks prior to the training	
	Conduct Assessment Administration Training		
	Understanding Assessment Results Training Material CDE Review Final	No less than 2 weeks prior to the training	
	Conduct Understanding Assessment Results Training		
Customer Service	Customer feedback survey		
	Establish DAC Website		

Attachment 7: Summative Assessment Deliverables Subject to Liquidated Damages

Deliverable	Deliverable Date
Monthly Reports	3 rd business day of the month
Field Test Form Development – Final	
Core Test Form Development – Final	
Embedded Field Test Form Development – Final	
Non-secure Materials In District	
Secure Materials In District	
Online Tutorials Available for District Use	
Online Test Delivery System Demonstration	No later than 8 weeks prior to testing
Standard Setting	
Technical Report – Final version to CDE	No later than August 15 th
Online Test Delivery System Available for District Installation/Download	Online Test Delivery System Available for District Installation/Download
Forms Loaded in Online Test Delivery System	No later than 2 weeks prior to testing
Reporting: Individual Student Level File Posted	No later than the first Friday in June
Reporting: Individual Student Level File Electronic Reports Posted	
Reporting: Individual Student Level Hard Copy Reports in District	
Reporting: State Level File(s) Posted	
Reporting: District Level File(s) Posted	
Reporting: District Electronic Reports Posted	
Reporting: School Level File(s) Posted	
Reporting: School Electronic Reports Posted	
Assessment Interpretive Guide Posted	

Attachment 8: Key Activities for the Alternate Assessments

Component B: Key Activities		Reference in Statement of Work	Deliverable Date
General	Security Procedures		
Program Management	Annual Project Schedule	1st month of contract May 1 all other years	
	Project Meeting 1	July Monthly – 2014-2015	
	Project Meeting 2	August	
	Project Meeting 3 – Offeror’s Site	September	
	Project Meeting 4	October	
	Project Meeting 5	November	
	Project Meeting 6 – Offeror’s Site	December	
	Project Meeting 7	January	
	Project Meeting 8	February	
	Project Meeting 9– Offeror’s Site	March	
	Project Meeting 10	April	
	Project Meeting 11	May	
	Project Meeting 12 – Offeror’s Site	June	
	Monthly Reports	3rd business day of the month	
	DAC Academy	August	
	DAC Management 1	Fall	
	DAC Management 2	Spring	
	Program Improvement Plan - Development	Within 1 month of phase completion	
	Program Improvement Plan - Production	Within 1 month of phase completion	
	Program Improvement Plan – Shipping and Receipt	Within 1 month of phase completion	
	Program Improvement Plan - Administration	Within 1 month of phase completion	
	Program Improvement Plan - Scanning	Within 1 month of phase completion	
	Program Improvement Plan - Scoring	Within 1 month of phase completion	
	Program Improvement Plan – Data Processing	Within 1 month of phase completion	
	Program Improvement Plan – Reporting and Psychometrics	Within 1 month of phase completion	
	Program Improvement Plan - Other	Within 1 month of phase completion	
	Invoice Q1		
	Invoice Q2		
	Invoice Q3		
	Invoice Q4	June 15	
	Invoice – “tail”	September 1	
	Transition Plan – start of the contract		

	Transition Plan – end of the contract		
Assessment Development	Eligible Content Document - Final		
	Claims Documents - Final		
	Reporting Categories Document - Final		
	Assessment Frameworks - Final		
	Performance Level Descriptors – General - Final		
	Performance Level Descriptors – Grade Level Specific - Final		
	Test Blueprints/Specifications - Final		
	Prototype Meetings	Spring 2012	
	Colorado Style Guide - Draft		
	Colorado Style Guide – Final for year		
	Passage Selection – CDE Review		
	Recruit Passage Reviewers		
	Passage Review		
	Item Writer Recruiting		
	Item Development Meeting 1 Materials – CDE Review	No less than one week prior to meeting	
	Item Development Meeting 1		
	Item Development Meeting 2 Materials – CDE Review	No less than one week prior to meeting	
	Item Development Meeting 2		
	Item Review – CDE Review		
	Recruit Content and Bias/Sensitivity Review Participants		
	Content and Bias/Sensitivity Review Materials – CDE Review	No less than one week prior to meeting	
	Content and Bias/Sensitivity Review		
	Recruit Data Review Participants		
	Data Review Materials – CDE Review	No less than one week prior to meeting	
	Data Review		
	Field Testing Plan		
	Field Test Form Development – Final		
	Core Test Form Development – Final		
	Embedded Field Test Form Development – Final		
	Accommodations Procedures Manual - CDE Review Final		
	Procedures for Certification for District Translators – CDE Review Final		
	Document Development: District and School Assessment Coordinators Manual – CDE Review Final		
	Document Development: Examiners Manual – CDE Review Final		
	Document Development: Certification Forms – CDE Review Final		
	Document Development: Answer Document		

	Layout - CDE Review Final		
	Document Development: Test Booklets/Answer Documents – CDE Review Final		
	Document Development: Ancillary Materials – CDE Review Final		
	Document Development: Sample Items Document – CDE Review Final		
Assessment Administration	Pre-ID File Transfer		
	Materials Ordering System Operational		
	Materials Ordering Window		
	Online Rosters Generated		
	Additional Materials Ordering Window		
	Examiners Manual Produced		
	Test Booklets/Answer Documents Produced		
	Ancillaries Produced		
	Accommodated Materials Produced		
	Certification Forms Produced		
	Colorado Districts in Shipping System		
	Packaging Specifications Finalized		
	Non-secure Materials Packaged		
	Non-secure Materials Shipped		
	Non-secure Materials in District		
	Secure Materials Packaged		
	Secure Materials Shipped		
	Secure Materials in District	No later than 14 days prior to the opening of the assessment window	
	Field Test Administration Window		
	Operational Test Administration Window	Completed no later than the 2 nd Friday in May	
	To Be Scored Materials Return Shipment		
	Not To Be Scored Materials Return Shipment		
	Non-scored Materials Destruction	Completion of reporting + 180 days	
	Scored Materials Destruction	Completion of reporting + 365 days	
	Secure Materials Verification – Initial Report	Return shipment date + 5 days	
	Secure Materials Verification – Weekly Report	Twice per week	
	Secure Materials Verification – Final Report	Within one week of completion of final verification	
	Test Monitoring Protocol – CDE Review Final		
	Test Monitoring Sites Selected		
	Test Monitoring Sites Notified – TBD if needed		
	Test Monitoring		
Scoring	Scoring Procedures –CDE Review Final		
	Scoring Materials – CDE Review Final		
	Scoring Monitors Recruitment		

	Scoring Monitors Training		
	Online Score Submission System – CDE Review Final		
	Online Score Submission Protocols – CDE Review Final		
	Scoring Guidance – Available to Classroom Teachers	No later than September	
Reporting of Data Files and Assessment Results	Reporting: Individual Student Level File Layout – CDE Review Final		
	Reporting: Individual Student Level Report Shells – CDE Review Final		
	Reporting: State Level File Layouts – CDE Review Final	3 months prior to administration	
	Reporting: District Level File Layouts – CDE Review Final	3 months prior to administration	
	Reporting: District Level Report Shells – CDE Review Final		
	Reporting: School Level File Layouts – CDE Review Final	3 months prior to administration	
	Reporting: School Level Report Shells – CDE Review Final		
	Student Biographical Data Review Window		
	Reporting: QC of Individual Student Level File – CDE Review		
	Reporting: QC of Individual Student Level File – CDE Verification		
	Reporting: Individual Student Level File Posted	No later than the first Friday in June	
	Reporting: Individual Student Report Bellwethers		
	Reporting: Individual Student Level File Electronic Reports Posted	No later than June 15 excluding the first reporting year	
	Reporting: Individual Student Level Hard Copy Reports in District	No later than June 15 excluding the first reporting year	
	Reporting: QC of State Level File(s) – CDE Review		
	Reporting: QC of State Level File(s) – CDE Verification		
	Reporting: State Level File(s) Posted		
	Reporting: QC of District Level File(s) – CDE Review		
	Reporting: QC of District Level File(s) – CDE Verification		
	Reporting: District Level File(s) Posted		
	Reporting: District Reports Bellwethers		
	Reporting: District Electronic Reports Posted		
	Reporting: QC of School Level File(s) – CDE Review		
	Reporting: QC of School Level File(s) – CDE Verification		
	Reporting: School Level File(s) Posted		

	Reporting: School Reports Bellwethers		
	Reporting: School Electronic Reports Posted		
	Assessment Interpretive Guide – Review Final		
	Assessment Interpretive Guide Posted	Prior to the release of reports	
Psychometric, Research, and Technical Activities	Field Test- Sampling Design		
	Psychometric Analysis of Field Test		
	Operational Analysis		
	Vertical Scale Presentation to TAC 1		
	Vertical Scale Presentation to TAC 2		
	Vertical Scale Decision - Final		
	Standard Setting Presentation to TAC 1		
	Standard Setting Presentation to TAC 2		
	Standard Setting Procedure Decision - Final		
	Standard Setting Material CDE Review Final		
	Recruit Standard Setting Participants		
	Standard Setting		
	Standard Setting Validation		
	Linking and Equating Presentation to TAC 1		
	Linking and Equating Presentation to TAC 2		
	Alignment Studies		
	Vertical Scale Presentation to TAC 1		
	Vertical Scale Presentation to TAC 2		
	TAC Meeting 1		
	TAC Meeting 2		
	TAC Meeting 3		
	Technical Report – Final version to CDE	No later than August 15	
	Irregularity and Data Forensic Report		
Training and Support	Alternate Assessment Administration Training Material CDE Review Final	No less than 2 weeks prior to training	
	Conduct Alternate Assessment Administration Training		
	Alternate Assessment Administration Training Webinar		
	Understanding Alternate Assessment Results Training Material CDE Review Final	No less than 2 weeks prior to the training	
	Conduct Understanding Assessment Results Training		
	Online Training Support Materials		
Customer Service	Customer feedback survey		
	Establish DAC Website		

Attachment 9: Alternate Assessment Deliverables Subject to Liquidated Damages

Deliverable	Deliverable Date
Monthly Reports	3 rd business day of the month
Field Test Form Development – Final	
Core Test Form Development – Final	
Embedded Field Test Form Development – Final	
Non-secure Materials In District	
Secure Materials In District	
Standard Setting	
Technical Report – Final version to CDE	August 15 th
Forms Loaded in Online Test Delivery System	2 weeks prior to testing
Reporting: Individual Student Level File Posted	NLT first Friday in June
Reporting: Individual Student Level File Electronic Reports Posted	
Reporting: Individual Student Level Hard Copy Reports in District	
Reporting: State Level File(s) Posted	
Reporting: District Level File(s) Posted	
Reporting: District Electronic Reports Posted	
Reporting: School Level File(s) Posted	
Reporting: School Electronic Reports Posted	
Assessment Interpretive Guide Posted	

Attachment 10: Key Activities for the Interim Assessment

Component C: Interim Assessment Key Activities	Deliverable Date
System Ready to Provide Quarter 1 Assessments	
System Ready to Provide Quarter 2 Assessments	
System Ready to Provide Quarter 3 Assessments	
System Ready to Provide Quarter 4 Assessments	

Attachment 11: Interim Assessment Deliverables Subject to Liquidated Damages

Component C: Interim Assessment Key Activities	Deliverable Date
System Ready to Provide Quarter 1 Assessments	
System Ready to Provide Quarter 2 Assessments	
System Ready to Provide Quarter 3 Assessments	
System Ready to Provide Quarter 4 Assessments	

Attachment 12: Summative Assessment Component Cost Sheets

Table 1 Summative
Total Costs by Fiscal Year for Summative Assessment Component

	FY12 (May 1, 2012-June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)*	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-Aug. 30, 2017)	TOTAL*
Base: All Content Areas, including Spanish Reading & Writing (Excluding Transition Costs)										
All Content Areas, without Spanish Reading and Writing (Excluding Transition Costs)										
Transition Related Activities										
Option 1: Color TB A.5.4.b.										
Option 2: CDs A.5.4.e.										
Option 3: PPT items A.6.2.a.										
Subcontractor Supplemental Scores										
Subcontractor Data Forensics										
Offeror Option:										

	FY12 (May 1, 2012-June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)*	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-Aug. 30, 2017)	TOTAL*
Science only, (Excluding Transition Costs)										
Transition related activities										
Option 1: Color TB A.5.4.b.										
Option 2:CDs A.5.4.e.										
Option 3: PPT items A.6.2.a.										
Subcontractor Data Forensics										
Offeror Option:										
Science and Social Studies only (Excluding Transition Costs)										
Transition related activities										
Option 1: Color TB A.5.4.b.										
Option 2:CDs A.5.4.e.										
Option 3: PPT items A.6.2.a.										
Subcontractor Data Forensics										
Offeror Option:										
District Fee										

Rescoring										
District Fee										
Reprinting Reports										

*Used in Cost Proposal Evaluation

Table 2 Summative

Total Costs by Fiscal Year for Summative Assessment Component if also Successful Offeror for Alternate Assessment Component

	FY12 (May 1, 2012- June 30, 2012)	FY13 (July 1, 2012-June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)*	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-Aug. 30, 2017)	TOTAL*
Base: All Content Areas, including Spanish Reading & Writing (Excluding Transition Costs)										
All Content Areas, without Spanish Reading and Writing (Excluding Transition Costs)										
Transition Related Activities										
Option 1: Color TB A.5.4.b.										
Option 2: CDs A.5.4.e.										
Option 3: PPT items A.6.2.a.										
Subcontractor Supplemental Scores										
Subcontractor Data Forensics										
Offeror Option:										
Science only (Excluding Transition Costs)										
Transition related activities										
Option 1: Color TB A.5.4.b.										

Option 2:CDs A.5.4.e.										
Option 3: PPT items A.6.2.a.										
Subcontractor Data Forensics										
Offeror Option:										
	FY12 (May 1, 2012- June 30, 2012	FY13 (July 1, 2012-June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)*	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-Aug. 30, 2017)	TOTAL*
Science and Social Studies only (Excluding Transition Costs)										
Transition related activities										
Option 1: Color TB A.5.4.b.										
Option 2:CDs A.5.4.e.										
Option 3: PPT items A.6.2.a.										
Subcontractor Data Forensics										
Offeror Option:										
District Fee Rescoring										
District Fee Reprinting Reports										

*Used in Cost Proposal Evaluation

Table 3 Summative
Costs by Fiscal Year and Test Administration Cycle for Summative Assessment Component for all Content Areas with Spanish Reading and Writing
(Based on Table 1 Summative: Base)

	FY12 (May 1, 2012- June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	TOTAL By Test Administration Cycle
2013 Field test	\$ (FT item dev.)	\$						
2014 operational		S (FT item dev.)	S	\$ (tail)				
2015 operational			S (FT item dev.)	S	\$ (tail)			
2016 operational				S (FT item dev.)	S	\$ (tail)		
2017 operational					S (FT item dev.)	S	\$ (tail)	
2018 operational						S (FT item dev.)		
TOTAL by Fiscal Year								

It is expected that the operational assessment cycles will cross three fiscal years. The first year will include initial item development for field test items, the second year will include the rest of development, production, administration, scoring and most reporting. The last year will include the last of the reporting, including preparation of the technical manual. The above table allows for easy viewing of the costs associated with each cycle and within each fiscal year.

Table 4 Summative
Costs by Fiscal Year and Test Administration Cycle for Summative Assessment Component for all Content Areas without Spanish Reading and Writing
(Based on Table 1 Summative)

	FY12 (May 1, 2012- June 30, 2012	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	TOTAL By Test Administration Cycle
2013 Field test	\$ (FT item dev.)	\$						
2014 operational		S (FT item dev.)	S	\$ (tail)				
2015 operational			S (FT item dev.)	S	\$ (tail)			
2016 operational				S (FT item dev.)	S	\$ (tail)		
2017 operational					S (FT item dev.)	S	\$ (tail)	
2018 operational						S (FT item dev.)		
TOTAL by Fiscal Year								

It is expected that the operational assessment cycles will cross three fiscal years. The first year will include initial item development for field test items, the second year will include the rest of development, production, administration, scoring and most reporting. The last year will include the last of the reporting, including preparation of the technical manual. The above table allows for easy viewing of the costs associated with each cycle and within each fiscal year.

Table 5 Summative
Costs by Fiscal Year and Test Administration Cycle for Summative Assessment Component for Science Only
(Based on Table 1 Summative)

	FY12 (May 1, 2012- June 30, 2012	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	TOTAL By Test Administration Cycle
2013 Field test	\$ (FT item dev.)	\$						
2014 operational		S (FT item dev.)	S	\$ (tail)				
2015 operational			S (FT item dev.)	S	\$ (tail)			
2016 operational				S (FT item dev.)	S	\$ (tail)		
2017 operational					S (FT item dev.)	S	\$ (tail)	
2018 operational						S (FT item dev.)		
TOTAL by Fiscal Year								

It is expected that the operational assessment cycles will cross three fiscal years. The first year will include initial item development for field test items, the second year will include the rest of development, production, administration, scoring and most reporting. The last year will include the last of the reporting, including preparation of the technical manual. The above table allows for easy viewing of the costs associated with each cycle and within each fiscal year.

Table 6 Summative
Costs by Fiscal Year and Test Administration Cycle for Summative Assessment Component for Science and Social Studies Only
(Based on Table 1 Summative)

	FY12 (May 1, 2012- June 30, 2012	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	TOTAL By Test Administration Cycle
2013 Field test	\$ (FT item dev.)	\$						
2014 operational		S (FT item dev.)	S	\$ (tail)				
2015 operational			S (FT item dev.)	S	\$ (tail)			
2016 operational				S (FT item dev.)	S	\$ (tail)		
2017 operational					S (FT item dev.)	S	\$ (tail)	
2018 operational						S (FT item dev.)		
TOTAL by Fiscal Year								

It is expected that the operational assessment cycles will cross three fiscal years. The first year will include initial item development for field test items, the second year will include the rest of development, production, administration, scoring and most reporting. The last year will include the last of the reporting, including preparation of the technical manual. The above table allows for easy viewing of the costs associated with each cycle and within each fiscal year.

Table 7 Summative
Costs by Fiscal Year for Spanish Reading and Writing by Grade

	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	TOTAL
Grade 3							
Grade 4							

Table 8 Summative

Costs by Fiscal Year Content Area and Grade for Summative Assessment Component – **To be completed by Successful Offeror ONLY at Time of Award**

	FY12 (May 1, 2012- June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)
Total Costs (Flat + Reading + Writing + Mathematics + Science + Social Studies)	\$	\$	\$	\$	\$	\$	\$
Flat costs	\$	\$	\$	\$	\$	\$	\$
Reading	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Spanish grade 3	\$	\$	\$	\$	\$	\$	\$
Spanish grade 4	\$	\$	\$	\$	\$	\$	\$
Writing	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Spanish grade 3	\$	\$	\$	\$	\$	\$	\$
Spanish grade 4	\$	\$	\$	\$	\$	\$	\$

Mathematics	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Science	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$
Social Studies	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$

Attachment 13: Alternate Assessment Component Cost Sheets

Table 1 Alternate
Total Costs by Fiscal Year for Alternate Assessment Component

	FY12 (May 1, 2012-June 30, 2012)	FY13 (July 1, 2012-June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)*	FY14 (July 1, 2013-June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017-Aug. 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-August 30, 2017)	TOTAL*
All Content Areas (Excluding Transition Activities)										
Transition related activities										
Reading, Writing, Mathematic s and Science - no Social Studies (Excluding Transition Activities)										
Transition related activities										
District Fee Reprinting Reports										

Table 2 Alternate

Total Costs by Fiscal Year for Alternate Assessment Component if also Successful Offeror for Summative Assessment Component

	FY12 (May 1, 2012-June 30, 2012)	FY13 (July 1, 2012-June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)*	FY14 (July 1, 2013-June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-August 30, 2017)	TOTAL*
Base: All Content Areas (Excluding Transition Activities)										
Transition related activities										
Reading, Writing, Mathemati cs and Science - no Social Studies (Excluding Transition Activities)										
Transition related activities										
District Fee Rescoring										

*Used in Cost Proposal Evaluation.

Table 3 Alternate
Costs by Fiscal Year and Test Administration Cycle for Alternate Assessment Component for all Content Areas
(Based on Table 1 Alternate Base)

	FY12 (May 1, 2012- June 30, 2012	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	TOTAL By Test Administration Cycle
2013 Field test	\$ (FT item dev.)	\$						
2014 operational		S (FT item dev.)	S	\$ (tail)				
2015 operational			S (FT item dev.)	S	\$ (tail)			
2016 operational				S (FT item dev.)	S	\$ (tail)		
2017 operational					S (FT item dev.)	S	\$ (tail)	
2018 operational						S (FT item dev.)		
TOTAL by Fiscal Year								

It is expected that the operational assessment cycles will cross three fiscal years. The first year will include initial item development for field test items, the second year will include the rest of development, production, administration, scoring and most reporting. The last year will include the last of the reporting, including preparation of the technical manual. The above table allows for easy viewing of the costs associated with each cycle and within each fiscal year.

Table 4 Alternate

Costs by Fiscal Year and Test Administration Cycle for Alternate Assessment Component for Reading, Writing, Mathematics and Science (no Social Studies)
(Based on Table 1 Alternate)

	FY12 (May 1, 2012- June 30, 2012	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	TOTAL By Test Administration Cycle
2013 Field test	\$ (FT item dev.)	\$						
2014 operational		S (FT item dev.)	S	\$ (tail)				
2015 operational			S (FT item dev.)	S	\$ (tail)			
2016 operational				S (FT item dev.)	S	\$ (tail)		
2017 operational					S (FT item dev.)	S	\$ (tail)	
2018 operational						S (FT item dev.)		
TOTAL by Fiscal Year								

It is expected that the operational assessment cycles will cross three fiscal years. The first year will include initial item development for field test items, the second year will include the rest of development, production, administration, scoring and most reporting. The last year will include the last of the reporting, including preparation of the technical manual. The above table allows for easy viewing of the costs associated with each cycle and within each fiscal year.

Table 5 Alternate
Costs by Fiscal Year Content Area and Grade for Alternate Assessment Component – **To be completed by Successful Offeror ONLY at Time of Award**

	FY12 (May 1, 2012- June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)
Total Costs (Flat + Reading + Writing + Mathematics + Science + Social Studies)	\$	\$	\$	\$	\$	\$	\$
Flat costs	\$	\$	\$	\$	\$	\$	\$
Reading	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Writing	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Mathematics	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$

6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Science	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$
Social Studies	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$

Attachment 14: Interim Assessment Component Cost Sheets

Table 1 Interim

Total Costs by Fiscal Year for Interim Assessment Component

		FY12 (May 1, 2012- June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- June 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-June 30, 2017)	TOTAL*
All Content Areas	Base (Excluding transition related activities)										
	Transition related activities										
	Option 1										
	Option 2										
Science only	Base (Excluding transition related activities)										
	Transition related activities										
	Option 1										
	Option 2										
Science and Social Studies only	Base (Excluding transition related activities)										
	Transition related activities										
	Option 1										

	Option 2										
--	----------	--	--	--	--	--	--	--	--	--	--

*Used in Cost Proposal Evaluation.

Option 1: _____

Option 2: _____

Table 2 Interim
Total Costs by Fiscal Year for Interim Assessment Component if also Successful Offeror for Summative Assessment Component

		FY12 (May 1, 2012- June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	SUBTOTAL* for FY12 and FY13 (May 1, 2012 –June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- June 30, 2017)	SUBTOTAL for FY14- FY18 (July 1, 2013-June 30, 2017)	TOTAL*
All Content Areas	Base (Excluding transition related activities)										
	Transition related activities										
	Option 1										
	Option 2										
Science only	Base (Excluding transition related activities)										
	Transition related activities										
	Option 1										
	Option 2										
Science and Social Studies only	Base (Excluding transition related activities)										
	Transition related activities										
	Option 1										
	Option 2										

*Used in Cost Proposal Evaluation.

Option 1: _____

Option 2: _____

Table 3 Interim

Costs by Fiscal Year Content Area and Grade for Interim Assessment Component – **To be completed by Successful Offeror ONLY at Time of Award**

	FY12 (May 1, 2012- June 30, 2012)	FY13 (July 1, 2012- June 30, 2013)	FY14 (July 1, 2013- June 30, 2014)	FY15 (July 1, 2014- June 30, 2015)	FY16 (July 1, 2015- June 30, 2016)	FY17 (July 1, 2016- June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)
Total Costs (Flat + Reading + Writing + Mathematics + Science + Social Studies)	\$	\$	\$	\$	\$	\$	\$
Flat costs	\$	\$	\$	\$	\$	\$	\$
Reading	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Writing	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Mathematics	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$

6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
Science	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$
Social Studies	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
11	\$	\$	\$	\$	\$	\$	\$

Attachment 15: Dashboard Component Cost Sheets

Table 1 Dashboard
Total Costs by Fiscal Year for Dashboard Component

	FY13* (July 1, 2012-June 30, 2013)*	FY14 (July 1, 2013-June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	SUBTOTAL for FY14- FY18 (June 1, 2013- August 30, 2017)	TOTAL*
State Assessment Data Portal (Base)								
Student Portal – Costs for State to Activate the Role								
Student Portal – Costs for Districts to Activate the Role								
Parent Portal – Costs for State to Activate the Role								
Parent Portal – Costs for Districts to Activate the Role								
Local Assessment and Classroom Data Portal								
Educator Performance Management Portal								

Table 2 Dashboard

Total Costs by Fiscal Year for Dashboard Component if also Successful Offeror for Interim Assessment Component

	FY13* (July 1, 2012-June 30, 2013)*	FY14 (July 1, 2013-June 30, 2014)	FY15 (July 1, 2014-June 30, 2015)	FY16 (July 1, 2015-June 30, 2016)	FY17 (July 1, 2016-June 30, 2017)	FY18 (July 1, 2017- August 30, 2017)	SUBTOTAL for FY14- FY18 (June 1, 2013- August 30, 2017)	TOTAL*
State Assessment Data Portal (Base)								
Student Portal – Costs for State to Activate the Role								
Student Portal – Costs for Districts to Activate the Role								
Parent Portal – Costs for State to Activate the Role								
Parent Portal – Costs for Districts to Activate the Role								
Local Assessment and Classroom Data Portal								
Educator Performance Management Portal								

*Used in Cost Proposal Evaluation.

ATTACHMENT 16: COMPANY EXPERIENCE AND DEMONSTRATED CAPABILITY FACT SHEET

(SPO-v6/2010)

SUBMIT Minimum of Three (3) UP TO Five (5) FACT SHEETS

- A. Primary governing Contract or Agreement Number:
- B. Name of Contracting Agency or Customer:
- C. Type of Contract or agreement:
- D. Brief Description of effort and complexity:
- E. Period of Past Performance: From _____ to _____. Explain below:
- Original Time Schedule(s) met?
 - Scope of Delays or Changes?
 - What was the budget and was the work completed within original budget?
 - Were payments withheld waiting for work completion?
- F. Customer Primary Points of Contact: Client Name(s), phone number(s) and email address(es):
- G. Contractor's Key Personnel (names and responsibility):
- H. Identify Contract issues (If Any) or problems encountered and explain how they were addressed and resolved:
- I. Circumstances Surrounding Termination of the Contract and the Closing Relationship with the Customer:
- J. Identify and explain any litigation involved (by the prime contractor, by any subcontractors, or by the other parties to the contract):

RETURN THIS PAGE WITH YOUR PROPOSAL RESPONSE

EXHIBITS

Exhibit 1: State of Colorado, CDE, Model Contract for Personal Services

Contract Routing # **12 DAA 000**
PO DAA **12C000**

**STATE OF COLORADO
Colorado Department of Education
Contract with**

TABLE OF CONTENTS

<u>I. PARTIES</u>	281
<u>II. EFFECTIVE DATE AND NOTICE OF NON-LIABILITY</u>	281
<u>III. RECITALS</u>	282
<u>IV. DEFINITIONS</u>	282
<u>V. TERM</u>	283
<u>VI. STATEMENT OF WORK</u>	284
<u>VII. PAYMENTS TO CONTRACTOR</u>	284
<u>VIII. REPORTING – NOTIFICATION</u>	285
<u>IX. CONTRACTOR RECORDS</u>	286
<u>X. CONFIDENTIAL INFORMATION-STATE RECORDS</u>	287
<u>XI. CONFLICTS OF INTEREST</u>	288
<u>XII. REPRESENTATIONS AND WARRANTIES</u>	288
<u>XIII. INSURANCE</u>	289
<u>XIV. BREACH</u>	291
<u>XV. REMEDIES</u>	292
<u>XVI. NOTICES AND REPRESENTATIVES</u>	294
<u>XVII. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE</u>	295
<u>XVIII. GOVERNMENTAL IMMUNITY</u>	295
<u>XIX. STATEWIDE CONTRACT MANAGEMENT SYSTEM</u>	295
<u>XX. GENERAL PROVISIONS</u>	296

I. PARTIES

This contract, is entered into by and between the State of Colorado, for the use and benefit of the Colorado Department of Education, 201 East Colfax, Denver, Colorado 80203, hereinafter referred to as CDE, and **CONTRACTOR NAME AND ADDRESS** hereinafter referred to as the Contractor.

II. EFFECTIVE DATE AND NOTICE OF NON-LIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not

limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

III. RECITALS

A. Authority, Appropriation, and Approval

Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

Briefly describe the Contract's purpose.

D. References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

IV. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

“Budget” means the budget for the Work described in **Exhibit...**

“Contract” means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

“Contract Funds” means funds available for payment by the State to Contractor pursuant to this Contract.

“Evaluation” means the process of examining Contractor’s Work and rating is based on criteria established in Section VI below.

“Exhibits and other Attachments” means attachments hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Prices and Rates), and **Exhibit C** (Option Letter).

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder. “Party” means the State or Contractor and “Parties” means both the State and Contractor

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in Section VI below.

“Services” means the required services to be performed by Contractor pursuant to this Contract.

“Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract, including the performance of the Services and delivery of the Goods.

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

V. TERM

A. Initial Term-Work Commencement

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date or **Month Day, Year**. This Contract shall terminate on **Month Day, Year**, unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Contractor, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement Contract (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Contract is approved and signed by the Colorado State Controller.

C. State’s Option to Extend

The State may require continued performance for a period of **Insert number of years** at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least 30 days prior to the end of the current contract

term in form substantially equivalent to **Exhibit (Insert letter of applicable Exhibit A, B, C, etc)**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed **Insert number of years**.

VI. STATEMENT OF WORK

A. Responsibilities of the Contractor

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

VII. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this section, pay Contractor in the amounts and using the methods set forth below:

Insert payment details here (i.e., monthly, by task, etc.)

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is **Insert amount** as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract.

The maximum amount payable by the State to Contractor during each State fiscal year of this Contract shall be:

in FY	(Month Day, YYYY) to (Month Day, YYYY)
in FY	(Month Day, YYYY) to (Month Day, YYYY)
in FY	(Month Day, YYYY) to (Month Day, YYYY)

B. Payment

1. Advance, Interim and Final Payments

Any advance payment allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such

Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

2. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

3. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

4. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

VIII. REPORTING – NOTIFICATION

Reports, Evaluations, and Reviews required under this Section shall be in accordance with the procedures of and in such form as prescribed by the State.

A. Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this

Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in X.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Deputy Commissioner of CDE.

C. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this Section may result in the delay of payment of funds and/or termination as provided under this Contract.

D. Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

IX. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the Record Retention Period).

B. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate

performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform with the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

X. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this Section if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. Section 24-72-101, *et seq.*

A. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Section.

XI. CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

XII. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and

that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

XIII. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

1. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as amended (the GIA), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

2. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor

shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in Section XIII.B with respect to subcontractors that are not "public entities".

B. Contractors – Subcontractors

Contractor shall require each contract with subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

1. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or subcontractor employees acting within the course and scope of their employment.

2. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

3. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

4. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any subcontractors hereunder.

5. Primacy of Coverage

Coverage required of Contractor and subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

6. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with Section XVI (Notices and Representatives) within seven days of Contractor's receipt of such notice.

7. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each subcontractors shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any sub-contract, Contractor and each subcontractors shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this Section.

XIV. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in Section XVI. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

XV. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this Section in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in Section **XIV.B**. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

2. Payments

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

3. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding

liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by Section XV.A or as otherwise specifically provided for herein.

1. Method and Content

The State shall notify Contractor of such termination. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

2. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in Section XV.A.1.

3. Payments

If this Contract is terminated by the State pursuant to this Section XV.B, Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

1. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

2. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

3. Deny Payment

Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

4. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.


5. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.





XVI. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

State:


Colorado Department of Education
201 East Colfax
Denver, Colorado 80203

Contractor:

XVII. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

XVIII. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act Section 24-10-101, *et seq.* and the risk management statutes, C.R.S. Section 24-30-1501, *et seq.*, as amended.

XIX. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this Section applies.

Contractor agrees to be governed, and to abide, by the provisions of C.R.S. Section 24-102-205, Section 24-102-206, Section 24-103-601, Section 24-103.5-101 and Section 24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including C.R.S. Section 24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be

systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDE, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (C.R.S. Section 24-105-102(6)), or (b) under C.R.S. Section-105-102(6), exercising the debarment protest and appeal rights provided in C.R.S. Sections 24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

XX. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in Section XX.A, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*, as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

1. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules.

2. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions.
2. The provisions of the main body of this Contract.
3. Exhibit 1, **State of Colorado, CDE, Model Contract For Personal Services**
4. Exhibit 2, **Contractor for Non-Conflict of Interest Statement (Form)**

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under C.R.S. Sections 39-26-101 and 201 *et seq.* Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

P. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133 Audits of States, Local Governments, and Non-Profit Organizations defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending \$500,000 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.

Q. Debarment and Suspension

1. Contractor shall not enter into any contract or subcontract in connection with this Contract with a party that has been debarred or suspended from contracting with the Federal Government or the State of Colorado. See Excluded Parties List System at <https://www.epls.gov>
2. If this is a covered transaction or the Contract amount exceeds \$100,000, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
3. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.
4. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
5. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in 2 CFR Parts 180 and 376.
6. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed \$100,000.

R. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

S. Liquidated Damages

The late delivery or untimely performance of this contract by Contractor will cause irreparable harm to CDE in light of its obligations under state and federal laws. Therefore, CDE shall have the right to assess liquidated damages in the amount of \$_____per day if Contractor fails to meet deliverable dates set forth in Exhibits ___ and ___ attached hereto and incorporated herein by reference. The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by CDE from late performance, including costs of additional oversight, staff commitment and time allocation. The parties agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to CDE at law or equity for Contractor breach.

COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. C.R.S. Section 24-30-202 (1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. C.R.S. Section 24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. Section 1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. C.R.S. Sections 24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. C.R.S. Sections 24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to C.R.S. Section 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. Section 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. Section 8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to C.R.S. Section 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. Section 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or C.R.S. Section 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. Section 24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. Section 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. Section 24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

[Redacted]

By: _____

Title: _____

*Signature

Date: _____

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR

Department of Education
Robert Hammond, Commissioner

Robert Hammond, Commissioner

Date: _____

LEGAL REVIEW

John W. Suthers, Attorney General

By: _____
Signature - Assistant Attorney General

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

David J. McDermott, CPA

By: _____

Date: _____

Exhibit 2: Contractor Non-Conflict of Interest Statement (Form)

Exhibit 2 RFP-SM-CDE-ASG-12-001

Conflicts of Interest and Non-Conflict Certification Conflicts of Interest and Non-Conflict Certification

The State of Colorado prohibits any business entity or person to be awarded a contract if they have an “Organizational Conflict of Interest” with regard to this solicitation and the resulting contract.

An Organizational Conflict of Interest exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. No person or business entity who was engaged by the State of Colorado in preparing the original Request for Proposal solicitation or who had access prior to the solicitation to procurement sensitive information related to this procurement including but not limited to Requirements, Statements of Work, or Evaluation Criteria will be eligible to directly submit or participate in the submittal of a proposal for this solicitation. The State of Colorado considers this to be an Organizational Conflict of Interest. For purposes of this solicitation, organizational conflict of interest means that because of other activities or relationships with other persons, a person or business entity has an unfair competitive advantage. All Offerors who wish to participate in this solicitation must certify that no organizational conflict of interest exists by completing and signing this certification.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The Offeror warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State of Colorado, which must include a description of the action, which the successful Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State of Colorado may, at its discretion, cancel the Contract award. In the event the successful responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, the State of Colorado may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State of Colorado’s rights.

Organizational Conflict of Interest - Offeror’s Signature and Certification

The undersigned on behalf of the Offeror hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and date

Typed or Printed Name

Title

Company Name and Address

Exhibit 3: Offeror Disclosure Statement

VENDOR DISCLOSURE STATEMENT
Contract Performance Outside the United States or Colorado
Colorado Revised Statute 24-102-206

Company Name: _____ Contract/Purchase Order Number: _____
(Contract or PO to be entered after award)

To the extent the Vendor has not disclosed the following information in the Statement of Work, this form shall be completed and returned to the contracting Agency. This applies to all State contracts and solicitation for services executed after August 3, 2007.

1. Are any services under the contract or any subcontracts anticipated to be performed outside the United States or Colorado?

Yes ☐ No ☐

If "No", please sign the form.

If "Yes", please complete the following three questions:

2. Where will the services be performed under the contract, including any subcontracts?
(List country(ies) and/or state(s).)
3. Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the contract or any subcontracts.

Not required for contracts to which the State is a party under:

- Medicare
- The "Colorado Medical Assistance Act", Articles 4 to 6 of Title 25.5 CRS
- The "Children's Basic Health Plan Act", Article 8 of Title 25.5, CRS
- The "Colorado Indigent Care Program", Part I of Article 4 of Title 25.5, CRS

Signature: _____ Printed Name: _____

Title: _____ Date: _____

RETURN THIS FORM WITH BID DOCUMENT OR TO THE ADDRESS BELOW

Return to: **Colorado Department of Personnel and Administration (DPA)**
Executive Director Office
Attention: Cheri Miller - Contracts and Purchasing
633 17th Street, Suite 1600,
Denver, CO 80202

Exhibit 4: Guide for E-Verify and CDLE Program

Public Contracts for Services Guide for Contractor Participation in the E-Verify Program OR the Department Program 8-17.5-101 & 102, C.R.S.

I. Statutory Authority and Background

Effective May 13, 2008, contractors who enter into or renew a public contract for services with Colorado state agencies or political subdivisions must participate in *either* the federal E-Verify program, OR the newly created Colorado Department of Labor and Employment Program ("Department Program"). The option to enroll in the new Department Program instead of E-Verify was created by Colorado State Senate Bill 08-193, which amended the Public Contracts for Services and Illegal Aliens Law, 8-17.5-101 and 102, C.R.S.

II. Public Contracts for Services Program Choices

Contractors covered by the law shall participate in either:

1. **The Federal E-Verify Program.** (If you select this option, you do not need to perform the steps listed in Section III below.) For more information on E-Verify, see: www.uscis.gov and www.uscis.gov/files/nativedocuments/E4_english.pdf

OR

2. **The Department Program** (described below).

III. Department Program Requirements

Contractors who chose to participate in the Department Program (instead of using E-Verify) shall take the following steps:

1. **Notice Form.** The Contractor shall complete the "Notice of Participation in the Department Program for Public Contracts for Services" ("Notice Form") located at either of these websites:

State Controller's Office:

http://www.colorado.gov/dpa/dfp/sco/contracts/Unauthorized_Immigrants.htm

Division of Labor: www.coworkforce.com/lab/pcs/

2. **Distribution of Notice Form.** Retain the original Notice Form. You must distribute copies as follows:

- a. One copy sent to the Division of Labor by mail or in-person:

Colorado Division of Labor
633 17th Street, Suite 200
Denver, Colorado 80202-3660

- b. One copy sent with the contract to the contracting state agency(s) or political subdivision(s).

3. **Contractor Affirmation.** Complete a Contractor Affirmation within 20 days after hiring each employee who is newly hired to perform work under the public contract for services. The individual signing the Contractor Affirmation shall have signature authority for the Contractor. An example of an acceptable Contractor Affirmation is located at either of these two websites:

State Controller's Office:

http://www.colorado.gov/dpa/dfp/sco/contracts/Unauthorized_Immigrants.htm

Division of Labor: www.coworkforce.com/lab/pcs/

Retain the original notarized affirmation and send a copy to the State agency(s) or political subdivision(s) listed in the contract. The Contractor shall retain the affirmation for the term of employment of the new employee.

4. **Copies of Identity Documents.** The Contractor shall retain copies of the identity documents for each employee who is newly hired to perform work under the public contract for services. These are the documents required by 8 U.S.C. Sec 1324a to complete the federal I-9 Form:

Federal I-9 Form with instructions: www.uscis.gov/files/form/I-9.pdf

Retain these copies of the identity documents for the term of employment of the new employee.

5. **Audits.** A contractor shall consent to Department audits to assess compliance with the law. The Department may conduct random audits of contracting State agencies or political subdivisions to review materials required for submission by the contractor, and of contractors to review their documents.

6. **Retention Requirements.**

The Contractor and state agency(s) or political subdivision(s) shall retain the Notice Form for the term of the contract. The Contractor shall retain the affirmation and copies of the I-9 identity documents for the term of employment of each new employee.

Exhibit 5: Notice of Participation (E-Verify)



**NOTICE OF PARTICIPATION
IN THE
DEPARTMENT PROGRAM
FOR PUBLIC CONTRACTS FOR SERVICES**

Colorado Division of Labor
633 17th Street, Suite 200
Denver, Colorado 80202-3660
Telephone: (303) 318-8441
Toll-Free: 1-888-390-7936
www.coworkforce.com/lab

Effective May 13, 2008, contractors who enter into or renew a public contract for services with Colorado state agencies or political subdivisions must participate in either the federal E-Verify program, OR the newly created Colorado Department of Labor and Employment Program. The option to enroll in the new Department Program was created by Colorado State Senate Bill 08-193, which amended 8-17.5-101 and 102, C.R.S.

If a contractor wishes to participate in the Colorado Department of Labor and Employment Program in lieu of utilizing the federal E-Verify program, the contractor or contractor's representative must (among other requirements):

- 1) Sign and complete this form in its entirety and submit this form to the Colorado Division of Labor via mail or in-person to the address noted above, AND
- 2) Include this form with the contract to the contracting State agency or political subdivision.

Notice is hereby given of participation in the Colorado Department of Labor and Employment Program established pursuant to 8-17.5-102(5)(c)(I), C.R.S. The undersigned agrees to abide by all applicable provisions of this law, including consent to undergo random audits by the Department pursuant to 8-17.5-102(5)(c)(III), C.R.S.

Contractor Contact Information

CONTRACTOR / BUSINESS NAME			
ADDRESS		CITY, STATE, ZIP	
PHONE ()	FAX ()	E-MAIL ADDRESS	

Contracting State Agency or Political Subdivision Contact Information

STATE AGENCY OR POLITICAL SUBDIVISION NAME			
CONTACT NAME AT AGENCY OR SUBDIVISION		TITLE	
ADDRESS		CITY, STATE, ZIP	
PHONE ()	FAX ()	E-MAIL ADDRESS	

Contract Information

CONTRACT NUMBER	APPROXIMATE CONTRACT DOLLAR AMOUNT (\$)
CONTRACT <u>EFFECTIVE</u> DATE	CONTRACT <u>END</u> DATE

Contractor OR Contractor Representative Information (Individual Signing this Notification)

NAME		TITLE	
PHONE ()	FAX ()	E-MAIL ADDRESS	

CONTRACTOR / REPRESENTATIVE SIGNATURE**DATE SIGNED**

For official use only:
Claim # _____ Assigned to _____

For more information on this law, visit: www.coworkforce.com/lab/pcc

Exhibit 6: Contractor Affirmation Form (E-Verify)

	<h2 style="margin: 0;">Contractor Affirmation for the Department Program</h2> <p style="margin: 0;">Required for use by contractors participating in the Department Program for public contracts for services 8-17.5-101 & 102, C.R.S.</p> <p style="margin: 0;">The contractor shall provide a written, notarized copy of this affirmation <u>to the contracting state agency or political subdivision.</u></p> <p style="margin: 0;">DO NOT submit this affirmation to the Colorado Division of Labor unless specifically requested to do so.</p>
<p>Employee Name: _____ Date of Birth : _____ Date of Hire: _____</p> <p style="text-align: center;">Last First M.I.</p> <p>In accordance with 8-17.5-102, C.R.S., I have: _____ Contract Number: _____</p> <p>(Initial after each) _____ Contractor / Business Name: _____</p> <p>• Examined the legal work status of the above named employee: _____ Phone: _____</p> <p>• Retained file copies of documents required by 8 U.S.C. sec. 1324a.: _____ Contractor or Contractor Representative Name: _____</p> <p>• Not altered or falsified the employee's identification documents: _____</p> <p>Contractor OR Contractor Representative <u>Signature</u> and Title: _____ Date Signed: _____</p>	
<p>Subscribed and affirmed before me in the county of _____, State of Colorado, this _____ day of _____, 20____.</p> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 20px;"> <div style="text-align: center;">  <p>Notary Seal</p> </div> <div style="text-align: center;"> <p>_____</p> <p>(Notary's official signature)</p> <p>_____</p> <p>(Commission expiration date)</p> </div> </div>	
<p>8-17.5-102(5)(c)(II), C.R.S. A participating contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under the public contract for services, affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The contractor shall provide a written, notarized copy of the affirmation to the contracting state agency or political subdivision.</p> <p>This affirmation and the documents required by 8 U.S.C. sec. 1324a will be retained by the contractor for the duration of the above named individual's employment.</p> <p style="text-align: center;">This affirmation is provided as a courtesy by the Colorado Division of Labor. Another substantially similar affirmation may be used, provided that it contains the necessary elements and information as required by law.</p>	

Exhibit 7: W-9 for Independent Contractors- State of Colorado Form

Form W-9 Substitute Form State of Colorado 12/2009	Request for Taxpayer Identification Number and Certification	CDE/DAA Give form to requester. DO NOT send to IRS.
---	---	---

PRINT OR TYPE
See Specific Instructions on page 312

Name	
Business name, if different from above	
Check ONE Legal Entity	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____ <input type="checkbox"/> LLC filing as Sole Proprietor <input type="checkbox"/> LLC filing as Corporation <input type="checkbox"/> LLC filing as Partnership <input type="checkbox"/> Exempt from backup withholding
Address (number, street and apartment or suite no.)	Provider of medical Services? <input type="checkbox"/> Yes <input type="checkbox"/> No
City, state and ZIP code	Provider of Legal Services? <input type="checkbox"/> Yes <input type="checkbox"/> No
List Account number(s) here (optional)	Phone Number

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your Social Security Number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the **Part I** instructions on page 313. For other entities, it is your Employer Identification Number (EIN). If you do not have a number, see **How to get a TIN** on page 313.

Note: If the account is in more than one name, see the chart on page 314 for guidelines on whose number to enter.

Social Security Number								

Employer Identification Number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding; **and**
- I am a U.S. person as defined below.

Certification Instructions: You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual Retirement Arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See instructions on page 313.)

Sign Here	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

Small, Minority- and Women-Owned Business Enterprise (SBE/MBE/WBE) Self-Certification (please check all boxes that apply)

In an effort to track levels of participation by small, minority and women businesses with the State of Colorado, the following information is requested. Please indicate the appropriate category of ownership for your company. "Owned" in this context means a business that is at least 51 percent owned by an individual(s) who also control(s) and operate(s) it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day-to-day management. If your business is jointly owned by both men and women or is a large publicly held corporation, please check the box labeled "Not Applicable".

Gender Information:

☐ Female-Owned
 ☐ Male-Owned
 ☐ Not Applicable

Owner Ethnicity Information:

☐ African American
 ☐ Asian/Pacific American
 ☐ White (Non-Hispanic)
 ☐ Not Applicable

☐ Hispanic American
 ☐ Native American
 ☐ Other: _____

Small Business Information:

A Small Business is a business that is organized for profit, is independently owned and operated, and has 25 or fewer full-time equivalent employees.

☐ Yes
 ☐ No

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct Taxpayer Identification Number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate).
- A domestic trust (as defined in Regulations section 301-7701-7).

Special rules for partnerships

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity;
- The U.S. grantor or other owner of a grantor trust and not the trust; and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person

If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example: Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding?

Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 313 for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see **Special rules for partnerships** on page 312.

Penalties

Failure to furnish TIN

If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding

If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information

Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs

If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social

Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole Proprietor

Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited Liability Company (LLC)

Check the "Limited Liability Company" box appropriate for the tax classification in the space provided. For a Single-Member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities

Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter Exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: Medical and health care payments, attorneys' fees and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a Single-Member LLC that is disregarded as an entity separate from its owner (see **Limited Liability Company (LLC)** on page 313), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See the chart on page 314 for further clarification of name and TIN combinations.

How to get a TIN

If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see **Exempt Payee** on page 313.

Signature requirements

Complete the certification as indicated in 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester	
For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account	
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹ The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A Valid trust, estate or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on form 8832	The corporation
9. Association, club, religious, charitable, education, or other tax-exempt organization	The organization
10. Partnership or Multi-Member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships on page 312.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure your tax records from identity theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN;
- Ensure your employer is protecting your SSN; and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords or similar secret access information for their credit card, bank or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Exhibit 8: CDE Exhibit IC of Contract for Personal Services, Independent Contractor Provision

Part of PO or Contract # _____

1. VENDOR ENGAGEMENT IN INDEPENDENT TRADE, OCCUPATION, PROFESSION OR BUSINESS; FREE FROM, DIRECTION AND CONTROL BY THE STATE PURSUANT TO CRS §8-70-115

The parties intend to create an independent contractor relationship between the State and the Vendor and for the State to obtain a rebuttable presumption of an independent contractor relationship pursuant to §8-70-115 by meeting the nine points below (A through I). Vendor (the term "Vendor" includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (PO) or Contract (the term "Contract" includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Vendor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. These are material representations made by Vendor to the State, upon which the State relied in issuing this PO or Contract, and without which, this PO or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

- A. Require Vendor to work exclusively for the State; Vendor is free to perform work for other entities, and represents that it does hold itself out to perform work for other entities on a regular, ongoing basis. Vendor may schedule and perform similar work for others any time it wishes, including on the same day it does so for the State;
- B. Establish a quality standard for Vendor; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Vendor as to how the work will be performed;
- C. Pay a salary or hourly rate but rather a fixed or contract rate that has been negotiated by the parties;
- D. Terminate the work during the PO or Contract period unless Vendor violates the terms of the PO or fails to produce a result that meets the specifications of the PO or Contract;
- E. Provide training, instruction, briefings, and orientations to Vendor regarding performance of the work, except as specifically stipulated within this PO or Contract's scope of work. The State shall notify Vendor when Vendor may begin performing the work and its other obligations;
- F. Supply Vendor with State-owned or leased real property, tools, benefits, equipment, supplies, or other property to perform the work, except as specifically stipulated within this PO or Contract's scope of work. Vendor shall perform and maintain its own real

property, tools, or rent or lease tools, equipment, supplies, or other personal property, and/or other items needed for the performance of the work under this PO or Contract and its other obligations hereunder and when applicable;

- G. Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;
- H. Pay Vendor personally but rather makes checks payable to the trade or business name of Vendor; and
- I. Combine the State's business operations in any way with Vendor's business, but instead maintain the State's and Vendor's operations as separate and distinct.

2. BENEFITS DISCLOSURE

Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is made available by Vendor or a third party. Vendor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

3. ENTIRE AGREEMENT

These Provisions together with the attached Purchase Order or Contract, constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

VENDOR	STATE OF COLORADO John W. Hickenlooper, GOVERNOR
By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual	Department of Education Robert Hammond, Commissioner
*Signature Date: _____	By: INSERT-Name & Title of Person Signing for CDE Date: _____

*Persons signing for Vendor hereby swear and affirm that they are authorized to act on Vendor's behalf and acknowledge that the State is relying on their representations to that effect.

EXHIBIT 9: FERPA Confidentiality Agreement

FERPA CONFIDENTIALITY AGREEMENT

The federal Family Educational Rights and Privacy Act (FERPA) and the federal Individuals with Disabilities Education Act (IDEA) mandate that education records and personally identifiable information contained in education records relating to students and their family be maintained as confidential. Generally, education records are records that are directly related to the student and maintained by an educational agency or institution or by a party acting for the agency or institution. "Personally identifiable information" includes the student's name; the name of the student's parents or other family members; the address of the student or family; a personal identifier, such as the student's social security number or student number; other information that is linked or linkable to a specific student that would allow a reasonable person to identify the student with reasonable certainty. Generally, education records or personally identifiable information contained in education records may be disclosed to a third party **only** with the prior written consent from the student's parent. Unless such consent is obtained, the discussion, use, or access of education records or personally identifiable information contained in education records is limited to job-related, legitimate educational interests.

Per the IDEA and FERPA, the Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the contract. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. The Contractor shall have compliant FERPA and IDEA written policies governing access to, duplication and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements and also require each employee, agent or subcontractor to sign a written non-disclosure agreement. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The security required for processing and maintenance of education records extends to the use of computer records as well as paper and microfilmed records. Information entered into any computer database must not be disclosed, altered or falsified in any manner. Even a minor disclosure of information may be a violation of FERPA and IDEA.

During your employment or contract or agency relationship with Contractor, you will have access to education records or personally identifiable information contained in education records. You acknowledge that you have read and agree to abide by the written confidentiality policy of Contractor regarding education records. You agree that you will not, under any circumstances, release any information about a student or family, unless your job duties specifically require you to do so and such information release has been approved in writing prior to such release by Contractor and CDE.

Any unauthorized use or misuse of any education records is grounds for termination of employment or contractual work and subjects you to legal remedies under federal and state law.

I have read, understand and accept my responsibilities under this Non-Disclosure Agreement.

Name: _____

Signature: _____ Date: _____