

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION**

CONTRACT

BE IT KNOWN, the Department of Education, Office of Academic Content of the State of Louisiana (hereinafter sometimes referred to as State) and Data Recognition Corporation 13490 Bass Lake Road, Maple Grove, MN 55311 (hereinafter sometimes referred to as Contractor) do hereby enter into a contract with funds provided by the program entitled Academic Content, under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance Number various.

Scope of Services

Contractor hereby agrees to furnish the following services:

- **Specific goals and objectives:** Data Recognition Corporation will provide support services for the development of the 2015-2016 LEAP assessments in math and English language arts including acquisition of items; development of test forms, practice tests, assessment guides, sample items documents; and psychometric support as described in Attachment B (Scope of Work/Services).
- **Deliverables:** Refer to Attachments A (The Deliverables/Payment Schedule), B (Scope of Work/Services) and C (Contract Addendum).
- **Performance Measures:** Performance will be measured by LDOE staff and determined by timely and accurate completion of all activities as outlined in Attachments A, B, and C.
- **Monitoring Plan:** All contract activities will be closely monitored by the Assistant Superintendent of the Office of Academic Content and the Assessment Supervisory staff of the Office of Academic Content and Academic Policy.

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$ 3,163,513. Payment will be made only on approval of Assistant Superintendent of the Office of Academic Content. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

Contracts with services completed by June 30 must submit invoices no later than July 5. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress or completion is obtained to the reasonable satisfaction of the agency, payments are scheduled as follows: Refer to Attachment A (The Deliverables/Payment Schedule).

The State intends that ten percent (10%) of fees approved by the State Project Coordinator to be paid shall be withheld as retainage as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on a quarterly basis. Within ninety (90) calendar days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of the State Project Coordinator and all invoices appear to be correct, the State shall release all retained amounts to the Contractor.

Term of Contract

This Contract shall begin on October 5, 2015 and shall terminate on June 30, 2016.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number [REDACTED]

Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully and accurately will be grounds for placing the Contractor in default. If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of USA - R.S. 39:1672.2 - 1672.4.

Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including, but not limited, to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Ownership

All records, reports, documents, *products* and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, *products* or other material related to this contract and/or obtained or prepared or by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and Contractor hereby transfers and assigns to the State any and all intellectual property rights, included but not limited, to copyright to any records, reports, documents, products or other material created or developed by Contractor in connection with the performance of this contract. No records, reports, document, products or other materials created or developed under this contract can be distributed for free or for profit without the explicit written approval of the State Superintendent of Education. This provision does not extend to existing items or materials owned by PARCC or DRC prior to the commencement of this contract for use in multiple states. To the extent that Contractor includes, incorporates or imbeds into any of the deliverables created or developed under this Contract anything, including but not limited to work created by the Contractor prior to the commencement of Contractor's work under this contract and/or which are the property of any third party, Contractor grants to, or shall procure for, the State a royalty-free, paid up, non-transferable license to use, display, reproduce, and/or distribute the work(s) during the term of the contract.

The State shall not disclose any licensed secure test items or other licensed secure materials within the scope of this Contract to any person or entity in any form outside of the terms of this Contract without the permission of the Item Licensor.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (SBESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3914, FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.

Collections Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Entire Agreement and Order of Precedence

The following are attached hereto and incorporated into this Contract as though fully set forth herein: (a) the request for proposals (RFP), and (b) the Contractor's proposal. In the event of any inconsistency between this contract, the RFP and the Contractor's proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to the contract, then to the RFP, and finally, the Contractor's proposal. This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become final upon final statutory approval.

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

Substitution of Key Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Fund Use

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contract Modification

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Subcontractors

If the Contractor intends to enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations, express prior written approval must be obtained from the State.

Approval of this contract by the state's Chief Procurement Officer, under authority of R.S. 39:1595.1 and Act 342 of 2015, is conditioned upon contractor's delivery of any and all subcontracts, including any and all license agreements, to state's Chief Procurement Officer within 10 days of approval of this contract by the state's Chief Procurement Officer. Failure by the contractor to deliver any and all subcontracts, including any and all license agreements to the state's Chief Procurement Officer, within 10 days of approval of this contract by the state's Chief Procurement Officer, shall nullify this contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

Insurance

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar Insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a

subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such Insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

State Agency Signatures


Assistant/Deputy Superintendent

WITNESSES' SIGNATURES



CONTRACTOR'S SIGNATURE

By:  10.15.15

Telephone: 768, 268. 2102


State Superintendent of Education

*(Contracts exceeding \$50,000 require the following additional signatures)

Chad E. Pearce

* President, State Board of
Elementary and Secondary Education

11/19/2015 L.M.

Data Recognition Corporation

2015-2016 Deliverables/Payment Schedule

Annual Payment Number	Task/Service: Amount	Terms
Invoice Date		
1	Management Support: \$25,002 Planning meeting: \$14,725 Psychometric Support: \$51,492 Reliability/Validity Studies: \$ 6,793 Development of Assessment Frameworks: \$23,565 Item Acquisition/Forms Construction grade 3 ELA: \$47,272 Item Acquisition/Forms Construction grade 4 ELA: \$49,978 Item Acquisition/Forms Construction grade 5 ELA: \$44,250 Item Acquisition/Forms Construction grade 6 ELA: \$44,250 Item Acquisition/Forms Construction grade 7 ELA: \$44,250 Item Acquisition/Forms Construction grade 8 ELA: \$47,574 Item Acquisition/Forms Construction grade 3 math: \$46,580 Item Acquisition/Forms Construction grade 4 math: \$51,885 Item Acquisition/Forms Construction grade 5 math: \$46,487 Item Acquisition/Forms Construction grade 6 math: \$46,814 Item Acquisition/Forms Construction grade 7 math: \$46,738 Item Acquisition/Forms Construction grade 8 math: \$52,421	Payable after October 31 provided that all test development activities (management support, planning meeting, psychometric support, reliability and validity studies, item acquisition/forms construction grades 3-8 math and ELA) are proceeding according to the negotiated schedule and that the assessment frameworks have been delivered.
October 31, 2015	Subtotal: \$690,076 – Retainage \$69,007.60 = \$621,068.40 Management Support: \$25,002 Psychometric Support: \$51,492 Reliability/Validity Studies: \$ 6,793 Development of Assessment Guide grade 3 ELA: \$8,449 Development of Assessment Guide grade 4 ELA: \$8,449 Development of Assessment Guide grade 5 ELA: \$8,449 Development of Assessment Guide grade 6 ELA: \$8,449 Development of Assessment Guide grade 7 ELA: \$8,449 Development of Assessment Guide grade 8 ELA: \$8,449 Development of Assessment Guide grade 3 math: \$5,013	
2	Payable after December 31 provided that all test development activities (management support, psychometric support, reliability and validity studies, item acquisition/forms construction grades 3-8 math and ELA) are	

December 31, 2015	<p>Development of Assessment Guide grade 4 math: \$5,013</p> <p>Development of Assessment Guide grade 5 math: \$5,013</p> <p>Development of Assessment Guide grade 6 math: \$5,013</p> <p>Development of Assessment Guide grade 7 math: \$5,013</p> <p>Development of Assessment Guide grade 8 math: \$5,013</p> <p>Development of Practice Test grade 3 ELA: \$22,646</p> <p>Development of Practice Test grade 4 ELA: \$22,646</p> <p>Development of Practice Test grade 5 ELA: \$22,646</p> <p>Development of Practice Test grade 6 ELA: \$25,659</p> <p>Development of Practice Test grade 7 ELA: \$25,659</p> <p>Development of Practice Test grade 8 ELA: \$25,659</p> <p>Development of Practice Test grade 3 math: \$38,403</p> <p>Development of Practice Test grade 4 math: \$37,204</p> <p>Development of Practice Test grade 5 math: \$36,867</p> <p>Development of Practice Test grade 6 math: \$39,769</p> <p>Development of Practice Test grade 7 math: \$39,880</p> <p>Development of Practice Test grade 8 math: \$39,769</p> <p>Item Acquisition/Forms Construction grade 3 ELA: \$47,272</p> <p>Item Acquisition/Forms Construction grade 4 ELA: \$49,978</p> <p>Item Acquisition/Forms Construction grade 5 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 6 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 7 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 8 ELA: \$47,574</p> <p>Item Acquisition/Forms Construction grade 3 math: \$46,580</p> <p>Item Acquisition/Forms Construction grade 4 math: \$51,885</p> <p>Item Acquisition/Forms Construction grade 5 math: \$46,487</p> <p>Item Acquisition/Forms Construction grade 6 math: \$46,814</p> <p>Item Acquisition/Forms Construction grade 7 math: \$46,738</p> <p>Item Acquisition/Forms Construction grade 8 math: \$52,421</p> <p>Subtotal: \$1,109,365 - Retainage \$110,936.50= \$998,428.50</p>	<p>proceeding according to the negotiated schedule and that the assessment guides and practice tests have been delivered.</p>
3	<p>Management Support: \$25,002</p> <p>Planning meeting: \$14,725</p> <p>Psychometric Support: \$51,492</p> <p>Reliability/Validity Studies: \$ 6,793</p> <p>Item Acquisition/Forms Construction grade 3 ELA: \$47,272</p> <p>Item Acquisition/Forms Construction grade 4 ELA: \$49,978</p> <p>Item Acquisition/Forms Construction grade 5 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 6 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 7 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 8 ELA: \$47,574</p>	<p>Payable after February 29 provided that all test development activities (management support, planning meeting, psychometric support, reliability and validity studies, item acquisition/forms construction grades 3-8</p>

February 29, 2016	<p>Item Acquisition/Forms Construction grade 3 math: \$46,580 Item Acquisition/Forms Construction grade 4 math: \$51,885 Item Acquisition/Forms Construction grade 5 math: \$46,487 Item Acquisition/Forms Construction grade 6 math: \$46,814 Item Acquisition/Forms Construction grade 7 math: \$46,738 Item Acquisition/Forms Construction grade 8 math: \$52,421</p> <p>Subtotal: \$666,511-Retainage \$66,651.10= \$599,859.90</p>	<p>math and ELA) are proceeding according to the negotiated schedule and that all forms have been delivered to the Administration Contractor.</p>
4	<p>Management Support: \$25,002 Psychometric Support: \$51,492 Equating Studies: \$16,983 Reliability/Validity Studies: \$ 6,793 Technical Reports: \$19,278</p> <p>Subtotal: \$119,548-Retainage \$11,954.80 = \$107,593.20</p>	<p>Payable after April 30 provided that all test development activities (management support, psychometric support, equating studies, reliability/validity studies, technical reports) are proceeding according to the negotiated schedule.</p>
April 30, 2016	<p>5</p> <p>Management Support: \$25,002 Psychometric Support: \$51,492 Equating Studies: \$16,983 Reliability/Validity Studies: \$ 6,793 Standard Setting Activities and Materials: \$331,987 Technical Reports: \$19,278 Development of Released Test Items Documents Grade 3 ELA: \$8,266 Development of Released Test Items Documents Grade 4 ELA: \$8,266 Development of Released Test Items Documents Grade 5 ELA: \$8,266 Development of Released Test Items Documents Grade 6 ELA: \$8,266 Development of Released Test Items Documents Grade 7 ELA: \$8,266 Development of Released Test Items Documents Grade 8 ELA: \$8,266 Development of Released Test Items Documents Grade 3 math: \$5,978 Development of Released Test Items Documents Grade 4 math: \$6,427 Development of Released Test Items Documents Grade 5 math: \$5,978 Development of Released Test Items Documents Grade 6</p>	<p>Payable after June 30 provided that all test development activities (management support, psychometric support, equating studies, reliability/validity studies, special studies) have been completed and that standards setting/validation has occurred and technical reports and released test items have been delivered.</p>
June 30, 2016		

	<p>math: \$5,978 Development of Released Test Items Documents Grade 7 math: \$6,427 Development of Released Test Items Documents Grade 8 math: \$5,978 Special Studies as Requested: \$40,116</p> <p>Subtotal: \$578,013-Retainage 57,801.30 = \$520,211.70</p>	
<p>Retainage/ The State intends that ten percent (10%) of fees approved by the State Project Coordinator to be paid shall be withheld as retainage as surety for performance.</p>	\$316,351.30	<p>On successful completion of contract deliverables, the retainage amount may be released on a quarterly basis. Within 90 calendar days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of the State Project Coordinator and all invoices appear to be correct, the State shall release all retained amounts to the Contractor.</p>
2015-2016 Total	\$3,163,513	

Cost Item Description	FY 15-16
Management Support	\$125,012
Planning Meetings	\$29,449
Psychometric Support	\$257,458
Equating studies	\$33,966
Reliability/Validity studies	\$33,966
Standard Setting Activities and materials	\$331,987

Technical Reports		\$38,556
Development of Assessment Frameworks		\$23,565
Development of Assessment Guide Grade 3 ELA		\$8,449
Development of Assessment Guide Grade 4 ELA		\$8,449
Development of Assessment Guide Grade 5 ELA		\$8,449
Development of Assessment Guide Grade 6 ELA		\$8,449
Development of Assessment Guide Grade 7 ELA		\$8,449
Development of Assessment Guide Grade 8 ELA		\$8,449
Development of Assessment Guide Grade 3 Math		\$5,013
Development of Assessment Guide Grade 4 Math		\$5,013
Development of Assessment Guide Grade 5 Math		\$5,013
Development of Assessment Guide Grade 6 Math		\$5,013
Development of Assessment Guide Grade 7 Math		\$5,013
Development of Assessment Guide Grade 8 Math		\$5,013
Development of Practice Test Grade 3 ELA		\$22,646
Development of Practice Test Grade 4 ELA		\$22,646
Development of Practice Test Grade 5 ELA		\$22,646
Development of Practice Test Grade 6 ELA		\$25,659
Development of Practice Test Grade 7 ELA		\$25,659
Development of Practice Test Grade 8 ELA		\$25,659
Development of Practice Test Grade 3 Math		\$38,403

Development of Practice Test Grade 4 Math		\$37,204
Development of Practice Test Grade 5 Math		\$36,867
Development of Practice Test Grade 6 Math		\$39,769
Development of Practice Test Grade 7 Math		\$39,880
Development of Practice Test Grade 8 Math		\$39,769
Development of Released Test Items Documents Grade 3 ELA		\$8,266
Development of Released Test Items Documents Grade 4 ELA		\$8,266
Development of Released Test Items Documents Grade 5 ELA		\$8,266
Development of Released Test Items Documents Grade 6 ELA		\$8,266
Development of Released Test Items Documents Grade 7 ELA		\$8,266
Development of Released Test Items Documents Grade 8 ELA		\$8,266
Development of Released Test Items Documents Grade 3 Math		\$5,978
Development of Released Test Items Documents Grade 4 Math		\$6,427
Development of Released Test Items Documents Grade 5 Math		\$5,978
Development of Released Test Items Documents Grade 6 Math		\$5,978
Development of Released Test Items Documents Grade 7 Math		\$6,427
Development of Released Test Items Documents Grade 8 Math		\$5,978
Item Acquisition/Forms Construction grade 3 ELA		\$141,815
Item Acquisition/Forms Construction grade 4 ELA		\$149,934
Item Acquisition/Forms Construction grade 5 ELA		\$132,750
Item Acquisition/Forms Construction grade 6 ELA		\$132,750

Item Acquisition/Forms Construction grade 7 ELA	\$132,750
Item Acquisition/Forms Construction grade 8 ELA	\$142,721
Item Acquisition/Forms Construction grade 3 Math	\$139,740
Item Acquisition/Forms Construction grade 4 Math	\$155,655
Item Acquisition/Forms Construction grade 5 Math	\$139,460
Item Acquisition/Forms Construction grade 6 Math	\$140,442
Item Acquisition/Forms Construction grade 7 Math	\$140,216
Item Acquisition/Forms Construction grade 8 Math	\$157,264
Other (specify items): Special Studies as Requested	\$40,116
TOTALS	\$3,163,513

Attachment B

SCOPE OF WORK/SERVICES

Part II presents information about the development of the English language arts (ELA) and mathematics assessments for grades 3 through 8.

2.1 Overview

This contract is issued by the Louisiana Department of Education (LDOE) (herein referred to as the State) for the purpose of developing statewide summative assessments in English language arts/literacy (ELA) and mathematics for grades 3 through 8 that are aligned to Louisiana content standards. The tests will include performance components (e.g., writing in response to text and requiring students to provide textual evidence in support of their response, modeling and making mathematical arguments, etc.) and provide comparability with a significant number of states having similar standards while using Louisiana's 2014-15 grades 3-8 ELA and math assessments as the baseline. The tests will hold high expectations for students and give parents and teachers information on the academic achievement of their students compared to their peers in other states while producing student achievement and growth data required to comply with state and federal laws and regulations. Specifically, this data will be used to validly inform school accountability and improvement; individual principal and teacher effectiveness for purposes of evaluation and identification of professional development and support needs; and individual student gains and performance.

The assessments shall be:

- aligned to Louisiana ELA and math content standards;
- designed to be accessible for use by the widest possible range of students, including but not limited to students with disabilities and students with limited English proficiency;
- constructed to yield valid and reliable test results and able to report student performance using achievement levels that are comparable to a significant number of other states having similar high expectations for student learning;
- developed and/or reviewed with LDOE assessment staff involvement;
- non-computer adaptive;
- used in assessing students' readiness to successfully transition to postsecondary education and the workplace; and
- administered through a separate administration contract in multiple modalities.

Additionally,

- not more than forty-nine and nine-tenths of the questions included in the selected assessments shall be based upon a blueprint or intellectual property developed by the Partnership for Assessment of Readiness for College and Careers consortium, or any other federally funded consortium of states; and
- no question included in the selected assessments shall be based upon a blueprint or intellectual property developed by a consortium of states predominantly funded by organizations primarily dedicated to political advocacy.

The contractor may develop a customized assessment, or provide products and services derived from existing products developed and published by the contractor, or developed as part of other initiatives—except as noted above. It is understood that by the time the

contract is executed for the services requested in this RFP, test items will have already been developed and field tested for assessments that will be administered in 2015-16. However, the LDOE has the right to refuse the use of items that are not acceptable to the LDOE. The contractor shall provide certification that the assessments constructed abide by all applicable laws, including but not limited to Act 342 of 2015, and sign a certification stating such. See Attachment D.

The LDOE requires error-free assessment items and forms and quality assurance of all materials associated with building a high-stakes assessment program based on state law and policies. The LDOE requires services that ensure the development of valid, reliable, generalizable, equitable (by ethnicity, gender, and all other applicable criteria), free from bias, and legally defensible assessments for Louisiana.

The LDOE requires the test forms to be designed and constructed to yield valid and consistent score meanings across forms within a year, student groups, and multiple delivery modalities. The LDOE may require the contractor to develop equivalent test forms that have fewer items, require less testing time, and include items that are more innovative than current Louisiana assessments as determined by the LDOE in consultation with educators. The tests should be constructed, equated, and scaled using psychometrically sound techniques, and the results should be valid, reliable, comparable with other states, and legally defensible.

Grades 4 and 8 summative assessments are administered in spring and summer, with each administration including administrative error retests, if needed. Grades 3, 5, 6, and 7 summative assessments are administered in the spring only. See Table 1.

The contractor will provide a work plan and timeline for collaborating with the administration vendor on implementation of the summative assessments. The plan should consider item formats for system integration, secure file transfer processes, and continuous communication to obtain test data following an administration.

Table 1: Overview of Summative Assessments (School Year 2015-2016)

Grade	Subject	Spring	Summer
3, 5, 6, 7	ELA/Literacy	OP	--
	Mathematics	OP	--
	ELA/Literacy	OP	OP
4, 8*	Mathematics	OP	OP

OP Operational Test. Contractor develops the appropriate forms based on LDOE's assessment plan.
 * Each administration of grades 4 and 8 includes an administrative error retest, as needed.

Upon the LDOE's written approval, the contractor may employ a subcontractor for the completion of one or more tasks. All subcontractors and proposed services must have been identified in proposals.

2.2 Period of Agreement

This contract shall begin in October 2015 and shall continue through June 30, 2016.

2.3 Tasks and Services

The contractor shall provide the following tasks and services. Detailed requirements for each part are described in Section 2.6.1, Functional Requirements.

Major tasks and services for this project shall include:

- **Assessment Frameworks** — The contractor shall develop an assessment framework for each grade/course and content area.
- **Key Dates** —The contractor shall develop a workable timeline for each test administration to be approved by the LDOE.
- **Assessment Guides** — The contractor shall develop assessment guides for each grade/course and content area.
- **Practice Tests** — The contractor shall develop practice tests for each grade/course per content area that mirror the length, blueprint, and cognitive complexity of the operational assessments.
- **Released Test Items and Full Released Assessments** — The contractor shall develop released test items documents that include a blueprint set of operational items.
- **Item Acquisition** — The contractor shall acquire the use of necessary items and forms directly aligned with the Louisiana’s content standards to create summative assessments.
- **Item Reviews** — The contractor will conduct reviews of acquired test items and their scoring rubrics with LDOE assessment staff.
- **Forms Development** —The contractor shall develop operational forms for the summative assessments, conduct quality control over all development activities and procedures, provide high-quality editorial review and proofing, and include LDOE assessment staff in the approval process.
- **Psychometric Support** — The contractor shall provide psychometric support to deal with issues that arise in every phase of test development.
- **Standard Setting** — The contractor shall set or validate performance standards as needed.
- **Technical Reports** — The contractor shall develop reports that provide documentation of all technical work for all assessments.
- **Optional Assessments:** Grades 3 through 8 diagnostic assessments may be available in October 2015. Grades 3 through 8 interim assessments may be available in November 2015.

2.4 Deliverables

Table 2 lists the required deliverables and anticipated timelines for the contract year 2015-2016. The dates shown below may be adjusted at the mutual consent of the LDOE and the contractor. The schedule will be agreed on at the annual planning meeting

Table 2: Schedule of Major Deliverables

October 2015-June 2016	
Date	Activity
October 2015	<ul style="list-style-type: none"> • Kickoff Meeting • Submit Key Dates • Submit assessment guides to LDOE (first draft)

	<ul style="list-style-type: none"> • Submit assessment frameworks for 2015-16
November 2015	<ul style="list-style-type: none"> • Submit items for review by LDOE assessment staff • Submit final assessment guides for LDOE to post
December 2015	<ul style="list-style-type: none"> • Submit practice tests for 2015-16 • Submit initial draft of released test items for 2015-16
January 2016	<ul style="list-style-type: none"> • Submit final released items documents for LDOE to post • Planning meeting
February 2016	<ul style="list-style-type: none"> • Submit forms to administration contractor for spring testing window
March 2016	<ul style="list-style-type: none"> • Submit forms to administration contractor for summer testing window
May 2016	<ul style="list-style-type: none"> • Submit initial draft of released test items for 2016-17 • Equating
June 2016	<ul style="list-style-type: none"> • Submit final released test items (2016-17) for LDOE to post

Accurate and timely delivery is imperative, and as a result, the Contractor shall be required to enter into the following agreement for the completion of the critical activities identified below.

Failure to complete key activities within the time fixed in the contract will result in substantial injury to LDOE, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that for each day work remains uncompleted on key activities or deliverables beyond the time set for its completion, the Contractor shall pay liquidated damages to the LDOE. For failure to meet the delivery schedule shown in Table 3, the sum as shown in Table 3 below shall be assessed as liquidated damages for such delay, and not as a penalty. At the sole option of the LDOE, these liquidated damages (a) shall be immediately due and payable to the LDOE, the State, and the BESE; or (b) shall be deducted from money due the Contractor as compensation under this agreement. This shall be in addition to any other remedies the LDOE has by law. The dates shown below may be adjusted at the mutual consent of the LDOE and the Contractor.

Table 3: Liquidated Damages for Delay

Activity or Deliverable	Expected Date	Liquidated Damages (per day)
Submit final assessment frameworks to LDOE	October 31, 2015	\$5,000/day for the first five days, \$10,000/day for each day thereafter
Submit practice tests to LDOE	December 14, 2015	\$5,000/day for the first five days, \$10,000/day for each day thereafter
Submit forms to administration contractor for spring testing window	February 10, 2016	\$5,000/day for the first five days, \$10,000/day for each day thereafter
Submit forms to administration contractor for summer testing window	March 10, 2016	\$5,000/day for the first five days, \$10,000/day for each day thereafter

2.4.1 Transition Plan

In the event of written notification of termination of the contract by STATE, the CONTRACTOR shall submit a Transition Plan within thirty (30) calendar days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the CONTRACTOR and STATE. The Plan shall address the transition of items, forms, ancillary materials, permissions information, documentation, and information maintained by the CONTRACTOR relative to LEAP 2025 to the LDOE. The Transition Plan must be approved by STATE.

The transition plan must comprehensively detail:

- proposed approach to transition;
- proposed schedule for transition;
- tasks and timelines for transition;
- transition activities;
- all test items, forms, ancillary materials, permissions information, and documentation including documentation update procedures during transition; and
- resource requirements associated with transition tasks.

The detailed plan for transition shall ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to a new CONTRACTOR or STATE and shall include the following:

- A realistic schedule and timeline to hand-off responsibilities to the replacement CONTRACTOR or STATE.
- The CONTRACTOR shall develop a plan on how to best inform and keep CONTRACTOR employees during the transition.
- The names of staff that shall be utilized during the hand-off of duties and their responsibilities such that there shall be clear lines of responsibility between the CONTRACTOR, the replacement CONTRACTOR and/or STATE.
- The actions that shall be taken by the CONTRACTOR to cooperate with the replacement CONTRACTOR and/or STATE to assure a smooth and timely transition.
- A matrix listing each transition task, the functional unit and the person, agency or CONTRACTOR responsible for the task, the start and deadline dates to complete the planned task, and a place to record completion of the task.
- A plan to transition items, forms, permissions information, documentation and information maintained by the CONTRACTOR to either STATE, a subsequent CONTRACTOR, or a third party designated by STATE.

If the contract is not terminated by written notification as provided above, the CONTRACTOR shall propose a Transition Plan six (6) months prior to the end of the contract period, including any extensions to such period. The Plan shall address all the requirements listed above.

As part of the Transition Plan, the CONTRACTOR must provide STATE with copies of all items, forms, ancillary materials, permissions information, documentation, or other

pertinent information necessary, as determined by STATE, for STATE or a subsequent CONTRACTOR to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The Plan will describe the CONTRACTOR's approach and schedule for transfer of all materials and information, as applicable. The information must be supplied in media and format specified by STATE and according to the schedule approved by STATE.

The CONTRACTOR shall report, in writing, to the State Contract Monitor and within 48 hours of identification of any problems and corrective actions taken regarding the plan for transition.

2.4.2 Transition Services

The CONTRACTOR shall complete all work in progress and all tasks called for by transition plan prior to final payment to the CONTRACTOR. If it is not possible to resolve all issues during the end-of-contract transition period, the CONTRACTOR shall list all unidentified or held items that could not be resolved, including reasons why they could not be resolved, prior to the end of the contract and provide an inventory of open items along with all supporting documentation. To the extent there are unresolved items, the cost to complete these items will be deducted from the final payment or withheld from retainage. The CONTRACTOR shall specify a process to brief the STATE or replacement CONTRACTOR on issues before the hand-off of responsibilities.

Fiscal Transition Services

Upon contract expiration or termination, STATE reserves the right to purchase materials or to complete the required work. STATE may recover any reasonable excess costs resulting from contract cancellation or termination from the CONTRACTOR by:

- Deduction from an unpaid balance;
- Collection from retainage as applicable; or
- Any combination of the above or any other remedies as provided by law.

2.6 Scope of Work Elements

2.6.1 Functional Requirements

A. Development of Assessment Frameworks and Assessment Guides

The contractor shall develop an assessment framework for each grade/course and content area. The frameworks should:

- describe the overall design of the test;
- include test blueprints with evidence showing the range of state standards covered, reporting categories, and percentage of assessment items and score points by reporting category;
- provide testing time by grade level/course and content area;
- indicate the number of forms available by grade level and content area;

- include specifications for the various levels of cognitive demand and how each is to be represented by grade level and content area, and for ELA, data from text complexity analyses.

At least 90% of ELA language, reading, and writing standards and 90% of mathematics standards are to be assessed. Speaking and listening standards need not be assessed. The assessment frameworks will be used to guide test form construction.

The contractor shall develop assessment guides for each grade/course and content area. The documents should be structured similarly to the current ELA and mathematics assessment guides (<http://www.louisianabelieves.com/resources/librarian/assessment-guidance-2014-2015>). The documents will describe the overall design of the test and provide detailed specifications, including sample test questions for each item type along with scoring information and annotated, authentic student work samples.

B. Development of Practice Tests

The contractor shall develop practice tests for each grade/course per content area that mirror the length, blueprint, and cognitive complexity of the operational assessments. The practice tests are to be available in multiple modalities, including Spanish (math), large print, and braille versions that include all accessibility and accommodation features available for the operational assessments. Keys and rubrics with item alignments and anchor sets to be used when scoring the practice tests are to be developed.

C. Development of Released Test Items and Full Released Assessments

The contractor shall develop released test items documents that include a blueprint set of operational items to be posted to the LDOE web site in January 2016 for each grade/course and content area. This document will include annotations, answer rationales, and annotated, authentic student work samples at each score point for each extended-response item. The contractor shall develop a second released items document to be posted to the LDOE web site in summer 2016. This document will include a subset of items (each item type must be represented) for each grade/course and content area. The items will include annotations, answer rationales, and annotated, authentic student work samples at each score point for each extended-response item.

D. Item Acquisition and Reviews

The contractor shall acquire the use of necessary items and forms directly aligned with Louisiana's content standards to create summative assessments. All items shall be equitable (by race, ethnicity, gender, and all other applicable criteria), free from bias to the extent possible, and cover a wide range of difficulty levels. The contractor shall be responsible for acquiring and resolving all permissions associated with texts and stimuli for administration in multiple modalities. The contractor shall be responsible for resolving issues related to items that are deemed to be flawed, as well as costs associated with the resolution. The LDOE has the right to refuse the use of items that are not acceptable to the Department. The contractor must guarantee that the test and the items being used in Louisiana assessments are securely held and are not otherwise sold or distributed in such a manner that the availability would compromise the Louisiana ELA and mathematics assessments. All acquired items must be reviewed by LDOE assessment staff. The LDOE reserves the right to reject poor items and scoring rubrics as well as items with poor alignment with the standards or items with poor statistical qualities.

The items acquired must provide accessibility to all students, including English language learners and students with disabilities, and be strongly aligned to Louisiana's ELA and math content standards.

- The assessment items must have been developed in accordance with the principles of universal design and sound testing practice, so that the testing modality does not impede student performance.
- For ELA, the items must assess student reading and writing achievement in both ELA and literacy using an aligned balance of high quality literary and informational texts.
 - Texts are balanced across literary and informational types and across genres, with more informational than literary texts used as the assessments move up in the grade bands.
 - Texts and other stimuli are previously published or of publishable quality—content-rich, exceptionally crafted, and provide useful information.
 - At each grade, reading texts have sufficient complexity, and the average complexity of texts increases grade-by-grade.
 - Rationale and evidence for how text complexity is quantitatively and qualitatively measured and used to place each text at the appropriate grade level will be provided.
 - All reading items will be text-dependent and require close analysis of authentic passages that include non-fiction and literature from the disciplines of ELA, science, history/social studies, and technical subjects.
 - Items should focus on the central ideas and important particulars of the text, rather than on peripheral concepts.
 - Items should assess the depth and specific requirements delineated in the standards at each grade level.
 - The majority of reading points should be devoted to questions that require students to directly provide textual evidence in support of their response.
 - Students will be required to write extended responses to authentically assess the writing standards. Writing standards shall not be assessed using selected-response questions.
 - All writing tasks will be based on a response to at least one text; some prompts should include multiple texts, and require students to demonstrate the ability to cite evidence.
 - Writing tasks will balance the types of writing, as reflected in the standards, including persuasive/argument, expository and narrative writing. The balance will shift towards more exposition and argument at higher grades.
 - Vocabulary items shall ask students to use context to determine meaning and focus on general academic (tier 2) vocabulary.
 - Language standards shall be assessed authentically through actual student writing or exercises that reflect real world activities (e.g., editing a paper.) Language standards shall not be assessed only through selected-response items.
 - Items assessing research and inquiry will mirror real world activities and require students to write to sources by analyzing, synthesizing, organizing, and using information from the sources.
 - There shall be a variety of item types for each grade level/content area to sufficiently and strategically address the depth and complexity of the standards being assessed.

- For math, the items must focus strongly on the content most needed in each grade or course in order to reach college and career readiness.
 - The vast majority of items should focus on the content as follows:
 - Elementary grades—numbers and operations
 - Middle school—ratio, proportional relationships, pre-algebra, and algebra
 - Items will reflect the expectations of rigor detailed in the content standards. Conceptual understanding, procedural skills and fluency, and application shall be assessed in every grade and at each performance level. They should not be always assessed separately and they should not always be assessed together.
 - Items will meaningfully connect mathematical practices and processes with mathematical content (especially with the most important mathematical content at each grade), as required by the standards.
 - Some questions in every grade level will require students to model and make mathematical arguments.
 - Fluency with traditional algorithms should be assessed, as detailed in the standards.
 - There shall be a variety of item types.

Item Format. The contractor will acquire selected-response, interactive, and extended-response items, as needed. The reading level for all test items and text sources should be grade-level appropriate according to the guidelines established by the Louisiana content standards. Items shall reflect a range of difficulty levels (easy, medium, and hard).

Selected-response (SR) items will include both multiple-choice and multiple-select items. Multiple-choice items will have four answer options and be scored as right or wrong. Multiple-select items will have 5 to 7 answer options where one or more answer options are correct. An item card shall be provided for each SR item. The item card shall include all pertinent information about the item, including but not limited to its image, grade level, associated text complexity (for ELA), estimated cognitive complexity, and content standard to be assessed.

Interactive items will include drop-down menus, drag-and-drop capability, fill-in-the-blank, hotspots, and an equation/text editor. An item card shall be provided for each interactive item. The item card shall include all pertinent information about the item, including but not limited to its image, grade level, associated text complexity (for ELA), estimated cognitive complexity, and content standard to be assessed.

Extended-response (ER) items will include performance tasks (e.g., writing in response to different text types, student use of multiple standards in combination to complete a task requiring justification, etc.) Student responses to extended-response items will be scored by trained readers and/or automated scoring through a separate contract according to the scoring rubrics for each item acquired through this contract. Item cards shall include all pertinent information about the items, including but not limited to the item image, all stimuli to accompany the item, the rubric, grade level, associated text complexity (for ELA), estimated cognitive complexity, and content standard to be assessed. Scoring rubrics shall be written clearly.

Ancillary Test Materials. The contractor shall develop specifications for all materials needed to answer the questions (e.g., mathematics reference sheets, rulers, protractors, etc.) for multiple modalities. A separate administration contract will be responsible for delivery of the materials during test administrations.

Copyright/Proprietary Materials. For content passages, the contractor will provide sources that state the author's name, title of the work, publisher, and year and will be responsible for providing documentation of permission to use any material that is restricted by copyright for use across multiple modalities. The contractor must guarantee that the test and the items being used in Louisiana assessments are securely held and are not otherwise sold or distributed in such a manner that the availability would compromise the Louisiana ELA and mathematics assessments. These assurances shall be maintained by the contractor throughout the term of the contract.

Content Review.

Acquired Items: By the designated schedule provided in the key dates document, the contractor will deliver 100 percent of the acquired items (including scoring rubrics for extended-response items) for LDOE assessment staff review. The contractor will provide the LDOE with a chart that illustrates how the acquired items are mapped to the test blueprints.

E. Forms Construction.

The contractor shall be responsible for developing all test forms (psychometrically equivalent forms in multiple modalities, large print, braille, read aloud, and Spanish (math) forms) for the operational summative assessments (spring, summer retests, and administrative error retests, refer to Table 1). The Contractor must submit detailed form construction plans to LDOE for review. The test forms must be developed based on test construction guidelines that are reviewed, and approved by LDOE staff. The forms should be constructed according to the specifications as approved by LDOE.

- **Test Construction Specifications.** The contractor will develop and maintain test construction specifications that describe the details of the test construction including content and psychometric guidelines for building equivalent forms across multiple modalities. Item selection should be based on matching target test characteristics, test information functions, standard error curves, as well as other content and psychometric requirements and constraints. The contractor shall specify the linking design and how to use existing anchor items to link forms within a year and across time.
- **Braille/Large Print/Spanish (math)/Read Aloud Versions.** The contractor shall apply the design procedures of the regular test forms to braille, large print, Spanish (math), and read aloud versions to ensure the alternate forms are equivalent to regular forms at each grade level/course. If scoring exceptions need to be applied, a different scoring process or a different scoring table should be provided, and the process and the tables should be approved by LDOE.
- **Answer Keys and Test Maps.** The contractor shall submit answer keys and test maps for operational test forms to LDOE and the administration contractor. LDOE will independently verify all answer keys and test maps during the forms construction reviews. Discrepancies will be noted and resolved, and the

contractor shall verify that the corrections have been made. Detailed item information that includes item ID, content classification, answer key, item type, total possible score point, classical as well as IRT statistics, as well as total score points and subcomponent scores should be included in the test maps. The file layout shall be reviewed and approved by LDOE. The contractor shall develop a plan to deliver the answer keys and test maps to the Administration contractor.

F. Psychometric Support.

The contractor shall provide psychometric support to address measurement and other technical issues for developing the assessments. These support services may include, but are not limited to, operational test design, test form construction, sampling, scaling, equating, and other special studies required by LDOE. The contractor shall provide knowledgeable and experienced staff that includes psychometricians and programmers to ensure the test results are valid, reliable and accurate. The contractor shall appropriately calibrate items in the new assessments, establish appropriate and meaningful scales as required, assist in defining achievement level descriptors as required, establish cut scores with criterion-referenced meaning on the scale as required, conduct studies to link the performance of Louisiana students to the scale of other assessments from other states to make comparisons and connect to 2015 ELA and math baseline results, and other studies as required by LDOE for problem-solving and decision-making studies. The contractor shall also be prepared to provide psychometric support by collaborating with the Technical Advisory Committee (TAC), other national experts, and LDOE.

- Data Files. The proposer shall develop a data file that includes item responses for all operational-tested students, and item level statistics. All data files should have a file layout that details the descriptions of data elements included in the file. The contractor shall provide the data files to the contractor that manages Louisiana item bank so the items will be stored with all appropriate supporting data. Data files that include secure materials, such as item ID and item level statistics must be delivered securely to Administration contractor to be uploaded into the item management system.
- Equating and Scaling. The contractor shall use technically sound scaling and equating methods for all of the Louisiana assessments. The contractor shall propose the appropriate measurement model so that the scale of each of the Louisiana assessments is meaningful, accurate, valid, and reliable to evaluate student performance and growth. The Contractor must describe the linking design method to be used to ensure the test forms yield consistent score meanings with the grades 3 through 8 spring 2015 tests, forms within a year, student groups, and delivery mechanisms. The contractor shall propose scaling and equating methods and procedures that are psychometrically defensible and operationally feasible. The contractor shall conduct equating studies and provide results to ensure form equivalency between test forms by grade by subject. The details of the equating procedures/methods shall be documented in the technical reports.
 - The equating studies can be performed utilizing commercially available or proprietary processing systems for any of the regular psychometric activities or special psychometric studies for the assessments. It is required that the contractor provides this processing system for use by all relevant staff, including LDOE and any subcontractors. The scaling and equating activities shall be

- completed in a timely manner and delivered to the Administration contractor to ensure timely release of student score reports (i.e., release of scores must occur prior to the start of the following school year). The contractor should keep all of the documents/electronic files from the scaling, equating, and scoring activities, such as the classical as well as IRT item statistics, equating solutions that summarizes the reasons why anchor items are removed or kept in the anchor set, the impact of decisions on the transformation coefficients and the scale scores, and other pertinent decisions made by the LDOE. The format and delivery of these documents should be discussed and agreed by LDOE.
- o The contractor will be responsible for designing sampling plans and drawing the samples from the populations of examinees. The contractor shall provide plans to acquire data files that are needed for sampling from the Administration contractor. The contractor will be calibrating the tests, placing item parameter estimates onto the base year's scale, and providing the final scaled item parameters for the purpose of scoring.
 - o The contractor will provide the data files of the data analyses results to the LDOE. The electronic file format and data layout should be mutually agreed upon by the contractor and the LDOE. The data file and layout should be transmitted to the LDOE securely as approved by LDOE.
- Statistical Requirements. The contractor is responsible for item-, standard-, subtest-, and form-level analyses at the conclusion of each administration of each test. The contractor will provide item response theory-based and classical statistics for all operational test items based on the census data. The contractor will provide, at a minimum (1) difficulty estimates, p-values, and point bi-serials for every item, (2) IRT item estimate parameters, (3) alpha reliability estimates for each test form and standard, (4) decision consistency data, and (5) inter-rater agreement indices. Other descriptive analyses will include but not be limited to means and standard deviations for the population and by each demographic category (e.g., gender, ethnicity, disability status, English-speaking status, and migrant status), item-total correlations, and frequency distributions. IRT analyses of assessment data will include Item Characteristic Curves (ICC) or other indicators of discrimination as appropriate for subgroup populations (e.g., gender, ethnicity). Detailed item analysis results should be included in the technical reports and provided to LDOE in a data file using agreed upon layout and format. Detailed item analysis results should be provided to the Administration contractor to be uploaded into the item management system according to LDOE requirements and timelines.
 - Review of Item and Standard Statistics. The contractor should review item-, standard-, subtest-, and form-level statistics. The contractor should submit a plan that includes a description of the review process and what statistics will be reviewed. The contractor will provide review and comparison of raw scores, sub-scores, scale scores, distributions for total and sub-populations across years to monitor trends across years and sub-populations. The contractor will review and compare the percent of proficiency rates across years on different populations, and provide frequency distribution of student achievement for all students and by sub-group across years by grade and subject.

- Test Form Equivalence. The contractor shall propose plans to construct equivalent test forms between multiple modalities for required tests, and for tests that are required to transition across modalities. The contractor shall provide evidence to show form equivalency, and that the testing mode has no effect on student performance.
- Technical Reporting. The contractor will design, write, and produce technical reports to provide documentation of all technical work associated with forms development for operational testing. The content of the reports will include detailed narrative descriptions of item selection, test form development, handscoring validity and reliability studies, scaling, equating, and item-, standard-, subtest-, and form-level statistics. The report should also include performance standards setting, sampling, reporting, and quality control processes. This contractor shall work out a plan to deliver the chapters to the Administration contractor to develop the full technical report. The reports should provide sufficient information to allow for an independent evaluation of the quality of the assessments. Each technical report will be reviewed by LDOE staff before a final document is produced. The contractor should provide the technical reports to LDOE in both hard copy and electronic formats. In addition, an executive summary of validity and reliability information and state results (eight to ten pages) about the operational test will be developed and submitted to the LDOE.
- Validity. The contractor will establish and document evidence of validity that may include, but not be limited to evidence
 - of the match among test blueprints, item specifications, and items between Louisiana test forms;
 - that the items measure Louisiana content standards;
 - that test item formats measure the intended content;
 - of the interrelationship among standards;
 - that items were chosen based on test specifications;
 - that alternate forms cover the same content;
 - of one or multiple dimensions;
 - of criterion validity in its relationship with national or international college and career readiness benchmark tests; and
 - of consequential validity.
- Reliability. The contractor will establish and document methods to collect evidence of the reliability of test scores and scoring of hand-scorable/automated scoring items. Evidence of test score reliability may include but is not limited to inter-rater reliability, internal consistency of standard and total scores, decision consistency, and generalizability estimates of standard errors.
- Setting Performance Standards. The contractor shall be prepared to coordinate and conduct a standard setting and/or validation meeting for new operational tests to establish achievement levels and the associated cut scores where needed. The contractor should develop a standard setting plan for each standard setting process using IRT item values and other appropriate, reliable, valid and defensible procedures. The plan should describe the standard setting strategies, methods of determining the standards, procedures for validating and analyzing the quality of information reported, participants' identification and steps of implementing the standard setting procedures. These include how the materials will be prepared, organized, and presented, and how the contractor will plan to analyze the data, and present the impact data. A standard setting committee that consists of teachers, district personnel, policy makers, as well as college

representatives for high school assessments shall be convened as needed. The contractor will be responsible for all costs and arrangements related to the standard setting meetings. Once the committee work is completed, the contractor will submit an executive summary to LDOE for presentation to the State Board of Elementary and Secondary Education for approval. The contractor is responsible for making all meeting arrangements, handling all logistics, and covering all associated costs. The contractor will also assume the cost for the facility, refreshments, lunch, and materials, as well as travel reimbursements (hotel, mileage, meals) for participants. In addition, the contractor will provide daily substitute teacher reimbursement (\$90 per day average) and/or honoraria (\$120 per day). The contractor will handle all the administrative tasks relative to the processing of the payments mentioned above.

G. Quality Control.

The contractor shall design and submit for LDOE approval a detailed procedure for assessing quality control, including plans for proofing all materials before and during forms development, and checking the accuracy of construction. The procedure shall include contingency plans for correction of errors, should any occur. The proofing process offered by the contractor must be outlined in detail and must allow LDOE assessment staff a minimum of five working days to review materials at all appropriate stages in the development process. Review of materials by LDOE shall not be construed by the contractor as proofing and absolutely does not relieve the contractor of responsibility for error. These procedures should be reflected in the contractor's time schedule. The contractor shall be responsible for proofreading at every stage of development. Required changes shall be shown in writing to LDOE and shall be made to LDOE satisfaction. Final approval shall be indicated in writing when the product meets LDOE final requirements.

H. Project Management.

The contractor will work closely with the testing administration contractor to develop the necessary timelines and project work plan to ensure that that content needed for all assessments mentioned in this RFP are successfully transferred and migrated according to the timelines and schedules outlined by the State. Project management across vendors includes, but is not limited to the transferring of data files and metadata before and after an administration of items or test forms, developing timelines to ensure transfers occur to successfully deliver assessments as scheduled by the LDOE.

2.6.2 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.6.3 Project Requirements

The contractor will designate a team of professional individuals to work on or manage each project. The responsibilities for the management team shall include:

- Working with the LDOE and administration vendor (as needed) to plan and schedule all activities and deliverables;
- Receiving approval from the LDOE for any change to the scope of work;

- Monitoring and reporting the progress of each project;
- Managing conference calls for reporting the progress and issues for each activity;
- Recording the results of discussions and clarifying the issues in meeting minutes;
- Ensuring all deliverables are on schedule;
- Informing the LDOE of any personnel changes; and
- Ensuring every processing step is completed on time with 100% accuracy.

Quality Assurance. Error-free production shall be required and shall be the final responsibility of the contractor.

Key Personnel. The LDOE Assistant Superintendent of the Office of Academic Content (the "State Project Coordinator") will provide oversight of the activities conducted under the contract. The State Project Coordinator will be the principal point of contact on behalf of the State concerning the contractor's performance under the contract.

The contractor shall designate the following individuals who will be assigned to work with the State on this program.

- **Project Manager:** This position oversees and monitors the planning, scheduling, progress, and quality of the work.
- **Item Development Leader:** This position oversees and monitors scheduling, coordination, and quality control of the item development activities.
- **Lead Psychometrician:** This position oversees the technical tasks and issues that relate to item selection, test form equating, sample selection, calibration, scaling, research studies, and other technical analyses.

These designated individuals for the State Contract are referred to hereafter as "key personnel."

The contractor will work with the State to ensure that work for the State is given the highest priority. Staff members from the LDOE's Office of Academic Content will be assigned to monitor this contract under the supervision of the State Project Coordinator.

Editorial Review and Proofing. Editorial review and proofing of all materials are among the most critical requirements of this RFP/contract. The contractor shall be responsible for conducting editorial review of all materials. The contractor will be held to the same level of professional editorial review used in the development of nationally published testing programs and textbooks.

Editorial staff must have experience in reviewing educational material for the appropriate content areas.

Test Security. Test items and scoring rubrics shall be maintained by the contractor as secure materials.

Project Report. At the end of the contract year, the contractor will prepare a final project report that summarizes the year's activities, identifies any problems, and suggests modifications. This project report should also include all the conference call minutes and memos regarding major decisions. Graphs, charts, and diagrams should be included.

Attachment C

**Addendum to Data Recognition Corporation Contract
For LEAP 2015 Math and English Language Arts Test Development
For Grades 3-8**

The following provisions are part of the above-referenced contract.

1. Contractor shall include sample items in the Assessment Guides, Practice Tests, and Released Test Items and will not duplicate sample items across these documents.

Attachment A

Data Recognition Corporation

2015-2016 Deliverables/Payment Schedule

Annual Payment Number	Task/Service: Amount	Terms
1	Management Support: \$25,002 Planning meeting: \$14,725 Psychometric Support: \$51,492 Reliability/Validity Studies:\$ 6,793 Development of Assessment Frameworks: \$23,565 Item Acquisition/Forms Construction grade 3 ELA: \$47,272 Item Acquisition/Forms Construction grade 4 ELA: \$49,978 Item Acquisition/Forms Construction grade 5 ELA: \$44,250 Item Acquisition/Forms Construction grade 6 ELA: \$44,250 Item Acquisition/Forms Construction grade 7 ELA: \$44,250 Item Acquisition/Forms Construction grade 8 ELA: \$47,574 Item Acquisition/Forms Construction grade 3 math: \$46,580 Item Acquisition/Forms Construction grade 4 math: \$51,885 Item Acquisition/Forms Construction grade 5 math: \$46,487 Item Acquisition/Forms Construction grade 6 math: \$46,814 Item Acquisition/Forms Construction grade 7 math: \$46,738 Item Acquisition/Forms Construction grade 8 math: \$52,421	Payable after October 31 provided that all test development activities (management support, planning meeting, psychometric support, reliability and validity studies, item acquisition/forms construction grades 3-8 math and ELA) are proceeding according to the negotiated schedule and that the assessment frameworks have been delivered.
October 31, 2015	Subtotal: \$690,076 – Retainage \$79,087.83 = \$610,988.17	
2	Management Support: \$25,002 Psychometric Support: \$51,492 Reliability/Validity Studies:\$ 6,793 Development of Assessment Guide grade 3 ELA: \$8,449 Development of Assessment Guide grade 4 ELA: \$8,449 Development of Assessment Guide grade 5 ELA: \$8,449 Development of Assessment Guide grade 6 ELA: \$8,449 Development of Assessment Guide grade 7 ELA: \$8,449 Development of Assessment Guide grade 8 ELA: \$8,449 Development of Assessment Guide grade 3 math: \$5,013	Payable after December 31 provided that all test development activities (management support, psychometric support, reliability and validity studies, item acquisition/forms construction grades 3-8 math and ELA) are

December 31, 2015	<p>Development of Assessment Guide grade 4 math: \$5,013</p> <p>Development of Assessment Guide grade 5 math: \$5,013</p> <p>Development of Assessment Guide grade 6 math: \$5,013</p> <p>Development of Assessment Guide grade 7 math: \$5,013</p> <p>Development of Assessment Guide grade 8 math: \$5,013</p> <p>Development of Practice Test grade 3 ELA: \$22,646</p> <p>Development of Practice Test grade 4 ELA: \$22,646</p> <p>Development of Practice Test grade 5 ELA: \$22,646</p> <p>Development of Practice Test grade 6 ELA: \$25,659</p> <p>Development of Practice Test grade 7 ELA: \$25,659</p> <p>Development of Practice Test grade 8 ELA: \$25,659</p> <p>Development of Practice Test grade 3 math: \$38,403</p> <p>Development of Practice Test grade 4 math: \$37,204</p> <p>Development of Practice Test grade 5 math: \$36,867</p> <p>Development of Practice Test grade 6 math: \$39,769</p> <p>Development of Practice Test grade 7 math: \$39,880</p> <p>Development of Practice Test grade 8 math: \$39,769</p> <p>Item Acquisition/Forms Construction grade 3 ELA: \$47,272</p> <p>Item Acquisition/Forms Construction grade 4 ELA: \$49,978</p> <p>Item Acquisition/Forms Construction grade 5 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 6 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 7 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 8 ELA: \$47,574</p> <p>Item Acquisition/Forms Construction grade 3 math: \$46,580</p> <p>Item Acquisition/Forms Construction grade 4 math: \$51,885</p> <p>Item Acquisition/Forms Construction grade 5 math: \$46,487</p> <p>Item Acquisition/Forms Construction grade 6 math: \$46,814</p> <p>Item Acquisition/Forms Construction grade 7 math: \$46,738</p> <p>Item Acquisition/Forms Construction grade 8 math: \$52,421</p> <p>Subtotal: \$1,109,365</p>	<p>proceeding according to the negotiated schedule and that the assessment guides and practice tests have been delivered.</p>
3	<p>Management Support: \$25,002</p> <p>Planning meeting: \$14,725</p> <p>Psychometric Support: \$51,492</p> <p>Reliability/Validity Studies: \$ 6,793</p> <p>Item Acquisition/Forms Construction grade 3 ELA: \$47,272</p> <p>Item Acquisition/Forms Construction grade 4 ELA: \$49,978</p> <p>Item Acquisition/Forms Construction grade 5 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 6 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 7 ELA: \$44,250</p> <p>Item Acquisition/Forms Construction grade 8 ELA: \$47,574</p>	<p>Payable after February 29 provided that all test development activities (management support, planning meeting, psychometric support, reliability and validity studies, item acquisition/forms construction grades 3-8</p>

February 29, 2016	<p>Item Acquisition/Forms Construction grade 3 math: \$46,580 Item Acquisition/Forms Construction grade 4 math: \$51,885 Item Acquisition/Forms Construction grade 5 math: \$46,487 Item Acquisition/Forms Construction grade 6 math: \$46,814 Item Acquisition/Forms Construction grade 7 math: \$46,738 Item Acquisition/Forms Construction grade 8 math: \$52,421</p> <p>Subtotal: \$666,511</p>	<p>math and ELA) are proceeding according to the negotiated schedule and that all forms have been delivered to the Administration Contractor.</p>
4	<p>Management Support: \$25,002 Psychometric Support: \$51,492 Equating Studies: \$16,983 Reliability/Validity Studies: \$ 6,793 Technical Reports: \$19,278</p> <p>Subtotal: \$119,548</p>	<p>Payable after April 30 provided that all test development activities (management support, psychometric support, equating studies, reliability/validity studies, technical reports) are proceeding according to the negotiated schedule.</p>
April 30, 2016	<p>5</p> <p>Management Support: \$25,002 Psychometric Support: \$51,492 Equating Studies: \$16,983 Reliability/Validity Studies: \$ 6,793 Standard Setting Activities and Materials: \$331,987 Technical Reports: \$19,278 Development of Released Test Items Documents Grade 3 ELA: \$8,266 Development of Released Test Items Documents Grade 4 ELA: \$8,266 Development of Released Test Items Documents Grade 5 ELA: \$8,266 Development of Released Test Items Documents Grade 6 ELA: \$8,266 Development of Released Test Items Documents Grade 7 ELA: \$8,266 Development of Released Test Items Documents Grade 8 ELA: \$8,266 Development of Released Test Items Documents Grade 3 math: \$5,978 Development of Released Test Items Documents Grade 4 math: \$6,427 Development of Released Test Items Documents Grade 5 math: \$5,978 Development of Released Test Items Documents Grade 6</p>	<p>Payable after June 30 provided that all test development activities (management support, psychometric support, equating studies, reliability/validity studies, special studies) have been completed and that standards setting/validation has occurred and technical reports and released test items have been delivered.</p>
June 30, 2016		

	<p>math: \$5,978</p> <p>Development of Released Test Items Documents Grade 7 math: \$6,427</p> <p>Development of Released Test Items Documents Grade 8 math: \$5,978</p> <p>Special Studies as Requested: \$40,116</p> <p>Subtotal: \$578,013</p>	
<p>Retainage/ Within 90 calendar days of contract termination</p>	\$79,087.83	<p>Payable within 90 calendar days of the termination of the contract, if the Contractor has performed the contract services to the satisfaction of the State Project Coordinator and all invoices appear to be correct.</p>
2015-2016 Total	\$3,163,513	

Cost Item Description		FY 15-16
Management Support		\$125,012
Planning Meetings		\$29,449
Psychometric Support		\$257,458
Equating studies		\$33,966
Reliability/Validity studies		\$33,966
Standard Setting Activities and materials		\$331,987
Technical Reports		\$38,556
Development of Assessment Frameworks		\$23,565
Development of Assessment Guide Grade 3 ELA		\$8,449

Development of Assessment Guide Grade 4 ELA		\$8,449
Development of Assessment Guide Grade 5 ELA		\$8,449
Development of Assessment Guide Grade 6 ELA		\$8,449
Development of Assessment Guide Grade 7 ELA		\$8,449
Development of Assessment Guide Grade 8 ELA		\$8,449
Development of Assessment Guide Grade 3 Math		\$5,013
Development of Assessment Guide Grade 4 Math		\$5,013
Development of Assessment Guide Grade 5 Math		\$5,013
Development of Assessment Guide Grade 6 Math		\$5,013
Development of Assessment Guide Grade 7 Math		\$5,013
Development of Assessment Guide Grade 8 Math		\$5,013
Development of Practice Test Grade 3 ELA		\$22,646
Development of Practice Test Grade 4 ELA		\$22,646
Development of Practice Test Grade 5 ELA		\$22,646
Development of Practice Test Grade 6 ELA		\$25,659
Development of Practice Test Grade 7 ELA		\$25,659
Development of Practice Test Grade 8 ELA		\$25,659
Development of Practice Test Grade 3 Math		\$38,403
Development of Practice Test Grade 4 Math		\$37,204
Development of Practice Test Grade 5 Math		\$36,867
Development of Practice Test Grade 6 Math		\$39,769

Development of Practice Test Grade 7 Math		\$39,880
Development of Practice Test Grade 8 Math		\$39,769
Development of Released Test Items Documents Grade 3 ELA		\$8,266
Development of Released Test Items Documents Grade 4 ELA		\$8,266
Development of Released Test Items Documents Grade 5 ELA		\$8,266
Development of Released Test Items Documents Grade 6 ELA		\$8,266
Development of Released Test Items Documents Grade 7 ELA		\$8,266
Development of Released Test Items Documents Grade 8 ELA		\$8,266
Development of Released Test Items Documents Grade 3 Math		\$5,978
Development of Released Test Items Documents Grade 4 Math		\$6,427
Development of Released Test Items Documents Grade 5 Math		\$5,978
Development of Released Test Items Documents Grade 6 Math		\$5,978
Development of Released Test Items Documents Grade 7 Math		\$6,427
Development of Released Test Items Documents Grade 8 Math		\$5,978
Item Acquisition/Forms Construction grade 3 ELA		\$141,815
Item Acquisition/Forms Construction grade 4 ELA		\$149,934
Item Acquisition/Forms Construction grade 5 ELA		\$132,750
Item Acquisition/Forms Construction grade 6 ELA		\$132,750
Item Acquisition/Forms Construction grade 7 ELA		\$132,750
Item Acquisition/Forms Construction grade 8 ELA		\$142,721
Item Acquisition/Forms Construction grade 3 Math		\$139,740

Item Acquisition/Forms Construction grade 4 Math	\$155,655
Item Acquisition/Forms Construction grade 5 Math	\$139,460
Item Acquisition/Forms Construction grade 6 Math	\$140,442
Item Acquisition/Forms Construction grade 7 Math	\$140,216
Item Acquisition/Forms Construction grade 8 Math	\$157,264
Other (specify items): Special Studies as Requested	\$40,116
TOTALS	\$3,163,513

Attachment B

SCOPE OF WORK/SERVICES

Part II presents information about the development of the English language arts (ELA) and mathematics assessments for grades 3 through 8.

2.1 Overview

This contract is issued by the Louisiana Department of Education (LDOE) (herein referred to as the State) for the purpose of developing statewide summative assessments in English language arts/literacy (ELA) and mathematics for grades 3 through 8 that are aligned to Louisiana content standards. The tests will include performance components (e.g., writing in response to text and requiring students to provide textual evidence in support of their response, modeling and making mathematical arguments, etc.) and provide comparability with a significant number of states having similar standards while using Louisiana's 2014-15 grades 3-8 ELA and math assessments as the baseline. The tests will hold high expectations for students and give parents and teachers information on the academic achievement of their students compared to their peers in other states while producing student achievement and growth data required to comply with state and federal laws and regulations. Specifically, this data will be used to validly inform school accountability and improvement; individual principal and teacher effectiveness for purposes of evaluation and identification of professional development and support needs; and individual student gains and performance.

The assessments shall be:

- aligned to Louisiana ELA and math content standards;
- designed to be accessible for use by the widest possible range of students, including but not limited to students with disabilities and students with limited English proficiency;
- constructed to yield valid and reliable test results and able to report student performance using achievement levels that are comparable to a significant number of other states having similar high expectations for student learning;
- developed and/or reviewed with LDOE assessment staff involvement;
- non-computer adaptive;
- used in assessing students' readiness to successfully transition to postsecondary education and the workplace; and
- administered through a separate administration contract in multiple modalities.

Additionally,

- not more than forty-nine and nine-tenths of the questions included in the selected assessments shall be based upon a blueprint or intellectual property developed by the Partnership for Assessment of Readiness for College and Careers consortium, or any other federally funded consortium of states; and
- no question included in the selected assessments shall be based upon a blueprint or intellectual property developed by a consortium of states predominantly funded by organizations primarily dedicated to political advocacy.

The contractor may develop a customized assessment, or provide products and services derived from existing products developed and published by the contractor, or developed as part of other initiatives—except as noted above. It is understood that by the time the

contract is executed for the services requested in this RFP, test items will have already been developed and field tested for assessments that will be administered in 2015-16. However, the LDOE has the right to refuse the use of items that are not acceptable to the LDOE. The contractor shall provide certification that the assessments constructed abide by all applicable laws, including but not limited to Act 342 of 2015, (see page 5) and sign a certification stating such. See Attachment II, page 47.

The LDOE requires error-free assessment items and forms and quality assurance of all materials associated with building a high-stakes assessment program based on state law and policies. The LDOE requires services that ensure the development of valid, reliable, generalizable, equitable (by ethnicity, gender, and all other applicable criteria), free from bias, and legally defensible assessments for Louisiana.

The LDOE requires the test forms to be designed and constructed to yield valid and consistent score meanings across forms within a year, student groups, and multiple delivery modalities. The LDOE may require the contractor to develop equivalent test forms that have fewer items, require less testing time, and include items that are more innovative than current Louisiana assessments as determined by the LDOE in consultation with educators. The tests should be constructed, equated, and scaled using psychometrically sound techniques, and the results should be valid, reliable, comparable with other states, and legally defensible.

Grades 4 and 8 summative assessments are administered in spring and summer, with each administration including administrative error retests, if needed. Grades 3, 5, 6, and 7 summative assessments are administered in the spring only. See Table 1.

The contractor will provide a work plan and timeline for collaborating with the administration vendor on implementation of the summative assessments. The plan should consider item formats for system integration, secure file transfer processes, and continuous communication to obtain test data following an administration.

Table 1: Overview of Summative Assessments (School Year 2015-2016)

Grade	Subject	Spring	Summer
3, 5, 6, 7	ELA/Literacy	OP	--
	Mathematics	OP	--
4, 8*	ELA/Literacy	OP	OP
	Mathematics	OP	OP

OP Operational Test. Contractor develops the appropriate forms based on LDOE's assessment plan.
 * Each administration of grades 4 and 8 includes an administrative error retest, as needed.

Upon the LDOE's written approval, the contractor may employ a subcontractor for the completion of one or more tasks. All subcontractors and proposed services must have been identified in proposals.

2.2 Period of Agreement

This contract shall begin in October 2015 and shall continue through June 30, 2016.

2.3 Tasks and Services

The contractor shall provide the following tasks and services. Detailed requirements for each part are described in Section 2.6.1, Functional Requirements.

Major tasks and services for this project shall include:

- **Assessment Frameworks** — The contractor shall develop an assessment framework for each grade/course and content area.
- **Key Dates** —The contractor shall develop a workable timeline for each test administration to be approved by the LDOE.
- **Assessment Guides** — The contractor shall develop assessment guides for each grade/course and content area.
- **Practice Tests** — The contractor shall develop practice tests for each grade/course per content area that mirror the length, blueprint, and cognitive complexity of the operational assessments.
- **Released Test Items and Full Released Assessments** — The contractor shall develop released test items documents that include a blueprint set of operational items.
- **Item Acquisition** — The contractor shall acquire the use of necessary items and forms directly aligned with the Louisiana’s content standards to create summative assessments.
- **Item Reviews** — The contractor will conduct reviews of acquired test items and their scoring rubrics with LDOE assessment staff.
- **Forms Development**—The contractor shall develop operational forms for the summative assessments, conduct quality control over all development activities and procedures, provide high-quality editorial review and proofing, and include LDOE assessment staff in the approval process.
- **Psychometric Support** — The contractor shall provide psychometric support to deal with issues that arise in every phase of test development.
- **Standard Setting** — The contractor shall set or validate performance standards as needed.
- **Technical Reports** — The contractor shall develop reports that provide documentation of all technical work for all assessments.
- **Optional Assessments:** Grades 3 through 8 diagnostic assessments may be available in October 2015. Grades 3 through 8 interim assessments may be available in November 2015.

2.4 Deliverables

Table 2 lists the required deliverables and anticipated timelines for the contract year 2015-2016. The dates shown below may be adjusted at the mutual consent of the LDOE and the contractor. The schedule will be agreed on at the annual planning meeting

Table 2: Schedule of Major Deliverables

October 2015-June 2016	
Date	Activity
October 2015	<ul style="list-style-type: none">• Kickoff Meeting• Submit Key Dates• Submit assessment guides to LDOE (first draft)

	<ul style="list-style-type: none"> • Submit assessment frameworks for 2015-16
November 2015	<ul style="list-style-type: none"> • Submit items for review by LDOE assessment staff • Submit final assessment guides for LDOE to post
December 2015	<ul style="list-style-type: none"> • Submit practice tests for 2015-16 • Submit initial draft of released test items for 2015-16
January 2016	<ul style="list-style-type: none"> • Submit final released items documents for LDOE to post • Planning meeting
February 2016	<ul style="list-style-type: none"> • Submit forms to administration contractor for spring testing window
March 2016	<ul style="list-style-type: none"> • Submit forms to administration contractor for summer testing window
May 2016	<ul style="list-style-type: none"> • Submit initial draft of released test items for 2016-17 • Equating
June 2016	<ul style="list-style-type: none"> • Submit final released test items (2016-17) for LDOE to post

Accurate and timely delivery is imperative, and as a result, the Contractor shall be required to enter into the following agreement for the completion of the critical activities identified below.

Failure to complete key activities within the time fixed in the contract will result in substantial injury to LDOE, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that for each day work remains uncompleted on key activities or deliverables beyond the time set for its completion, the Contractor shall pay liquidated damages to the LDOE. For failure to meet the delivery schedule shown in Table 3, the sum as shown in Table 3 below shall be assessed as liquidated damages for such delay, and not as a penalty. At the sole option of the LDOE, these liquidated damages (a) shall be immediately due and payable to the LDOE, the State, and the BESE; or (b) shall be deducted from money due the Contractor as compensation under this agreement. This shall be in addition to any other remedies the LDOE has by law. The dates shown below may be adjusted at the mutual consent of the LDOE and the Contractor.

Table 3: Liquidated Damages for Delay

Activity or Deliverable	Expected Date	Liquidated Damages (per day)
Submit final assessment frameworks to LDOE	October 31, 2015	\$5,000/day for the first five days, \$10,000/day for each day thereafter
Submit practice tests to LDOE	December 14, 2015	\$5,000/day for the first five days, \$10,000/day for each day thereafter
Submit forms to administration contractor for spring testing window	February 10, 2016	\$5,000/day for the first five days, \$10,000/day for each day thereafter
Submit forms to administration contractor for summer testing window	March 10, 2016	\$5,000/day for the first five days, \$10,000/day for each day thereafter

2.4.1 Transition Plan

In the event of written notification of termination of the contract by STATE, the CONTRACTOR shall submit a Transition Plan within thirty (30) calendar days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the CONTRACTOR and STATE. The Plan shall address the transition of items, forms, ancillary materials, permissions information, documentation, and information maintained by the CONTRACTOR relative to LEAP 2025 to the LDOE. The Transition Plan must be approved by STATE.

The transition plan must comprehensively detail:

- proposed approach to transition;
- proposed schedule for transition;
- tasks and timelines for transition;
- transition activities;
- all test items, forms, ancillary materials, permissions information, and documentation including documentation update procedures during transition; and
- resource requirements associated with transition tasks.

The detailed plan for transition shall ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to a new CONTRACTOR or STATE and shall include the following:

- A realistic schedule and timeline to hand-off responsibilities to the replacement CONTRACTOR or STATE.
- The CONTRACTOR shall develop a plan on how to best inform and keep CONTRACTOR employees during the transition.
- The names of staff that shall be utilized during the hand-off of duties and their responsibilities such that there shall be clear lines of responsibility between the CONTRACTOR, the replacement CONTRACTOR and/or STATE.
- The actions that shall be taken by the CONTRACTOR to cooperate with the replacement CONTRACTOR and/or STATE to assure a smooth and timely transition.
- A matrix listing each transition task, the functional unit and the person, agency or CONTRACTOR responsible for the task, the start and deadline dates to complete the planned task, and a place to record completion of the task.
- A plan to transition items, forms, permissions information, documentation and information maintained by the CONTRACTOR to either STATE, a subsequent CONTRACTOR, or a third party designated by STATE.

If the contract is not terminated by written notification as provided above, the CONTRACTOR shall propose a Transition Plan six (6) months prior to the end of the contract period, including any extensions to such period. The Plan shall address all the requirements listed above.

As part of the Transition Plan, the CONTRACTOR must provide STATE with copies of all items, forms, ancillary materials, permissions information, documentation, or other

pertinent information necessary, as determined by STATE, for STATE or a subsequent CONTRACTOR to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The Plan will describe the CONTRACTOR's approach and schedule for transfer of all materials and information, as applicable. The information must be supplied in media and format specified by STATE and according to the schedule approved by STATE.

The CONTRACTOR shall report, in writing, to the State Contract Monitor and within 48 hours of identification of any problems and corrective actions taken regarding the plan for transition.

2.4.2 Transition Services

The CONTRACTOR shall complete all work in progress and all tasks called for by transition plan prior to final payment to the CONTRACTOR. If it is not possible to resolve all issues during the end-of-contract transition period, the CONTRACTOR shall list all unidentified or held items that could not be resolved, including reasons why they could not be resolved, prior to the end of the contract and provide an inventory of open items along with all supporting documentation. To the extent there are unresolved items, the cost to complete these items will be deducted from the final payment or withheld from retainage. The CONTRACTOR shall specify a process to brief the STATE or replacement CONTRACTOR on issues before the hand-off of responsibilities.

Fiscal Transition Services

Upon contract expiration or termination, STATE reserves the right to purchase materials or to complete the required work. STATE may recover any reasonable excess costs resulting from contract cancellation or termination from the CONTRACTOR by:

- Deduction from an unpaid balance;
- Collection from retainage as applicable; or
- Any combination of the above or any other remedies as provided by law.

2.6 Scope of Work Elements

2.6.1 Functional Requirements

A. Development of Assessment Frameworks and Assessment Guides

The contractor shall develop an assessment framework for each grade/course and content area. The frameworks should:

- describe the overall design of the test;
- include test blueprints with evidence showing the range of state standards covered, reporting categories, and percentage of assessment items and score points by reporting category;
- provide testing time by grade level/course and content area;
- indicate the number of forms available by grade level and content area;

- include specifications for the various levels of cognitive demand and how each is to be represented by grade level and content area, and for ELA, data from text complexity analyses.

At least 90% of ELA language, reading, and writing standards and 90% of mathematics standards are to be assessed. Speaking and listening standards need not be assessed. The assessment frameworks will be used to guide test form construction.

The contractor shall develop assessment guides for each grade/course and content area. The documents should be structured similarly to the current ELA and mathematics assessment guides (<http://www.louisianabelieves.com/resources/library/assessment-guidance-2014-2015>). The documents will describe the overall design of the test and provide detailed specifications, including sample test questions for each item type along with scoring information and annotated, authentic student work samples.

B. Development of Practice Tests

The contractor shall develop practice tests for each grade/course per content area that mirror the length, blueprint, and cognitive complexity of the operational assessments. The practice tests are to be available in multiple modalities, including Spanish (math), large print, and braille versions that include all accessibility and accommodation features available for the operational assessments. Keys and rubrics with item alignments and anchor sets to be used when scoring the practice tests are to be developed.

C. Development of Released Test Items and Full Released Assessments

The contractor shall develop released test items documents that include a blueprint set of operational items to be posted to the LDOE web site in January 2016 for each grade/course and content area. This document will include annotations, answer rationales, and annotated, authentic student work samples at each score point for each extended-response item. The contractor shall develop a second released items document to be posted to the LDOE web site in summer 2016. This document will include a subset of items (each item type must be represented) for each grade/course and content area. The items will include annotations, answer rationales, and annotated, authentic student work samples at each score point for each extended-response item.

D. Item Acquisition and Reviews

The contractor shall acquire the use of necessary items and forms directly aligned with Louisiana's content standards to create summative assessments. All items shall be equitable (by race, ethnicity, gender, and all other applicable criteria), free from bias to the extent possible, and cover a wide range of difficulty levels. The contractor shall be responsible for acquiring and resolving all permissions associated with texts and stimuli for administration in multiple modalities. The contractor shall be responsible for resolving issues related to items that are deemed to be flawed, as well as costs associated with the resolution. The LDOE has the right to refuse the use of items that are not acceptable to the Department. The contractor must guarantee that the test and the items being used in Louisiana assessments are securely held and are not otherwise sold or distributed in such a manner that the availability would compromise the Louisiana ELA and mathematics assessments. All acquired items must be reviewed by LDOE assessment staff. The LDOE reserves the right to reject poor items and scoring rubrics as well as items with poor alignment with the standards or items with poor statistical qualities.

The items acquired must provide accessibility to all students, including English language learners and students with disabilities, and be strongly aligned to Louisiana's ELA and math content standards.

- The assessment items must have been developed in accordance with the principles of universal design and sound testing practice, so that the testing modality does not impede student performance.
- For ELA, the items must assess student reading and writing achievement in both ELA and literacy using an aligned balance of high quality literary and informational texts.
 - Texts are balanced across literary and informational types and across genres, with more informational than literary texts used as the assessments move up in the grade bands.
 - Texts and other stimuli are previously published or of publishable quality—content-rich, exceptionally crafted, and provide useful information.
 - At each grade, reading texts have sufficient complexity, and the average complexity of texts increases grade-by-grade.
 - Rationale and evidence for how text complexity is quantitatively and qualitatively measured and used to place each text at the appropriate grade level will be provided.
 - All reading items will be text-dependent and require close analysis of authentic passages that include non-fiction and literature from the disciplines of ELA, science, history/social studies, and technical subjects.
 - Items should focus on the central ideas and important particulars of the text, rather than on peripheral concepts.
 - Items should assess the depth and specific requirements delineated in the standards at each grade level.
 - The majority of reading points should be devoted to questions that require students to directly provide textual evidence in support of their response.
 - Students will be required to write extended responses to authentically assess the writing standards. Writing standards shall not be assessed using selected-response questions.
 - All writing tasks will be based on a response to at least one text; some prompts should include multiple texts, and require students to demonstrate the ability to cite evidence.
 - Writing tasks will balance the types of writing, as reflected in the standards, including persuasive/argument, expository and narrative writing. The balance will shift towards more exposition and argument at higher grades.
 - Vocabulary items shall ask students to use context to determine meaning and focus on general academic (tier 2) vocabulary.
 - Language standards shall be assessed authentically through actual student writing or exercises that reflect real world activities (e.g., editing a paper.) Language standards shall not be assessed only through selected-response items.
 - Items assessing research and inquiry will mirror real world activities and require students to write to sources by analyzing, synthesizing, organizing, and using information from the sources.
 - There shall be a variety of item types for each grade level/content area to sufficiently and strategically address the depth and complexity of the standards being assessed.

- For math, the items must focus strongly on the content most needed in each grade or course in order to reach college and career readiness.
 - The vast majority of items should focus on the content as follows:
 - Elementary grades—numbers and operations
 - Middle school—ratio, proportional relationships, pre-algebra, and algebra
 - Items will reflect the expectations of rigor detailed in the content standards. Conceptual understanding, procedural skills and fluency, and application shall be assessed in every grade and at each performance level. They should not be always assessed separately and they should not always be assessed together.
 - Items will meaningfully connect mathematical practices and processes with mathematical content (especially with the most important mathematical content at each grade), as required by the standards.
 - Some questions in every grade level will require students to model and make mathematical arguments.
 - Fluency with traditional algorithms should be assessed, as detailed in the standards.
 - There shall be a variety of item types.

Item Format. The contractor will acquire selected-response, interactive, and extended-response items, as needed. The reading level for all test items and text sources should be grade-level appropriate according to the guidelines established by the Louisiana content standards. Items shall reflect a range of difficulty levels (easy, medium, and hard).

Selected-response (SR) items will include both multiple-choice and multiple-select items. Multiple-choice items will have four answer options and be scored as right or wrong. Multiple-select items will have 5 to 7 answer options where one or more answer options are correct. An item card shall be provided for each SR item. The item card shall include all pertinent information about the item, including but not limited to its image, grade level, associated text complexity (for ELA), estimated cognitive complexity, and content standard to be assessed.

Interactive items will include drop-down menus, drag-and-drop capability, fill-in-the-blank, hotspots, and an equation/text editor. An item card shall be provided for each interactive item. The item card shall include all pertinent information about the item, including but not limited to its image, grade level, associated text complexity (for ELA), estimated cognitive complexity, and content standard to be assessed.

Extended-response (ER) items will include performance tasks (e.g., writing in response to different text types, student use of multiple standards in combination to complete a task requiring justification, etc.) Student responses to extended-response items will be scored by trained readers and/or automated scoring through a separate contract according to the scoring rubrics for each item acquired through this contract. Item cards shall include all pertinent information about the items, including but not limited to the item image, all stimuli to accompany the item, the rubric, grade level, associated text complexity (for ELA), estimated cognitive complexity, and content standard to be assessed. Scoring rubrics shall be written clearly.

Ancillary Test Materials. The contractor shall develop specifications for all materials needed to answer the questions (e.g., mathematics reference sheets, rulers, protractors, etc.) for multiple modalities. A separate administration contract will be responsible for delivery of the materials during test administrations.

Copyright/Proprietary Materials. For content passages, the contractor will provide sources that state the author's name, title of the work, publisher, and year and will be responsible for providing documentation of permission to use any material that is restricted by copyright for use across multiple modalities. The contractor must guarantee that the test and the items being used in Louisiana assessments are securely held and are not otherwise sold or distributed in such a manner that the availability would compromise the Louisiana ELA and mathematics assessments. These assurances shall be maintained by the contractor throughout the term of the contract.

Content Review.

Acquired Items: By the designated schedule provided in the key dates document, the contractor will deliver 100 percent of the acquired items (including scoring rubrics for extended-response items) for LDOE assessment staff review. The contractor will provide the LDOE with a chart that illustrates how the acquired items are mapped to the test blueprints.

E. Forms Construction.

The contractor shall be responsible for developing all test forms (psychometrically equivalent forms in multiple modalities, large print, braille, read aloud, and Spanish (math) forms) for the operational summative assessments (spring, summer retests, and administrative error retests, refer to Table 1). The Contractor must submit detailed form construction plans to LDOE for review. The test forms must be developed based on test construction guidelines that are reviewed, and approved by LDOE staff. The forms should be constructed according to the specifications as approved by LDOE.

- **Test Construction Specifications.** The contractor will develop and maintain test construction specifications that describe the details of the test construction including content and psychometric guidelines for building equivalent forms across multiple modalities. Item selection should be based on matching target test characteristics, test information functions, standard error curves, as well as other content and psychometric requirements and constraints. The contractor shall specify the linking design and how to use existing anchor items to link forms within a year and across time.
- **Braille/Large Print/Spanish (math)/Read Aloud Versions.** The contractor shall apply the design procedures of the regular test forms to braille, large print, Spanish (math), and read aloud versions to ensure the alternate forms are equivalent to regular forms at each grade level/course. If scoring exceptions need to be applied, a different scoring process or a different scoring table should be provided, and the process and the tables should be approved by LDOE.
- **Answer Keys and Test Maps.** The contractor shall submit answer keys and test maps for operational test forms to LDOE and the administration contractor. LDOE will independently verify all answer keys and test maps during the forms construction reviews. Discrepancies will be noted and resolved, and the

contractor shall verify that the corrections have been made. Detailed item information that includes item ID, content classification, answer key, item type, total possible score point, classical as well as IRT statistics, as well as total score points and subcomponent scores should be included in the test maps. The file layout shall be reviewed and approved by LDOE. The contractor shall develop a plan to deliver the answer keys and test maps to the Administration contractor.

F. Psychometric Support.

The contractor shall provide psychometric support to address measurement and other technical issues for developing the assessments. These support services may include, but are not limited to, operational test design, test form construction, sampling, scaling, equating, and other special studies required by LDOE. The contractor shall provide knowledgeable and experienced staff that includes psychometricians and programmers to ensure the test results are valid, reliable and accurate. The contractor shall appropriately calibrate items in the new assessments, establish appropriate and meaningful scales as required, assist in defining achievement level descriptors as required, establish cut scores with criterion-referenced meaning on the scale as required, conduct studies to link the performance of Louisiana students to the scale of other assessments from other states to make comparisons and connect to 2015 ELA and math baseline results, and other studies as required by LDOE for problem-solving and decision-making studies. The contractor shall also be prepared to provide psychometric support by collaborating with the Technical Advisory Committee (TAC), other national experts, and LDOE.

- Data Files. The proposer shall develop a data file that includes item responses for all operational-tested students, and item level statistics. All data files should have a file layout that details the descriptions of data elements included in the file. The contractor shall provide the data files to the contractor that manages Louisiana item bank so the items will be stored with all appropriate supporting data. Data files that include secure materials, such as item ID and item level statistics must be delivered securely to Administration contractor to be uploaded into the item management system.
- Equating and Scaling. The contractor shall use technically sound scaling and equating methods for all of the Louisiana assessments. The contractor shall propose the appropriate measurement model so that the scale of each of the Louisiana assessments is meaningful, accurate, valid, and reliable to evaluate student performance and growth. The Contractor must describe the linking design method to be used to ensure the test forms yield consistent score meanings with the grades 3 through 8 spring 2015 tests, forms within a year, student groups, and delivery mechanisms. The contractor shall propose scaling and equating methods and procedures that are psychometrically defensible and operationally feasible. The contractor shall conduct equating studies and provide results to ensure form equivalency between test forms by grade by subject. The details of the equating procedures/methods shall be documented in the technical reports.
 - The equating studies can be performed utilizing commercially available or proprietary processing systems for any of the regular psychometric activities or special psychometric studies for the assessments. It is required that the contractor provides this processing system for use by all relevant staff, including LDOE and any subcontractors. The scaling and equating activities shall be

- completed in a timely manner and delivered to the Administration contractor to ensure timely release of student score reports (i.e., release of scores must occur prior to the start of the following school year). The contractor should keep all of the documents/electronic files from the scaling, equating, and scoring activities, such as the classical as well as IRT item statistics, equating solutions that summarize the reasons why anchor items are removed or kept in the anchor set, the impact of decisions on the transformation coefficients and the scale scores, and other pertinent decisions made by the LDOE. The format and delivery of these documents should be discussed and agreed by LDOE.
- The contractor will be responsible for designing sampling plans and drawing the samples from the populations of examinees. The contractor shall provide plans to acquire data files that are needed for sampling from the Administration contractor. The contractor will be calibrating the tests, placing item parameter estimates onto the base year's scale, and providing the final scaled item parameters for the purpose of scoring.
 - The contractor will provide the data files of the data analyses results to the LDOE. The electronic file format and data layout should be mutually agreed upon by the contractor and the LDOE. The data file and layout should be transmitted to the LDOE securely as approved by LDOE.
- Statistical Requirements. The contractor is responsible for item-, standard-, subtest-, and form-level analyses at the conclusion of each administration of each test. The contractor will provide theory-based and classical statistics for all operational test items based on the census data. The contractor will provide, at a minimum (1) difficulty estimates, p-values, and point bi-serials for every item, (2) IRT item estimate parameters, (3) alpha reliability estimates for each test form and standard, (4) decision consistency data, and (5) inter-rater agreement indices. Other descriptive analyses will include but not be limited to means and standard deviations for the population and by each demographic category (e.g., gender, ethnicity, disability status, English-speaking status, and migrant status), item-total correlations, and frequency distributions. IRT analyses of assessment data will include Item Characteristic Curves (ICC) or other indicators of discrimination as appropriate for subgroup populations (e.g., gender, ethnicity). Detailed item analysis results should be included in the technical reports and provided to LDOE in a data file using agreed upon layout and format. Detailed item analysis results should be provided to the Administration contractor to be uploaded into the item management system according to LDOE requirements and timelines.
 - Review of Item and Standard Statistics. The contractor should review item-, standard-, subtest-, and form-level statistics. The contractor should submit a plan that includes a description of the review process and what statistics will be reviewed. The contractor will provide review and comparison of raw scores, sub-scores, scale scores, distributions for total and sub-populations across years to monitor trends across years and sub-populations. The contractor will review and compare the percent of proficiency rates across years on different populations, and provide frequency distribution of student achievement for all students and by sub-group across years by grade and subject.

- Test Form Equivalence. The contractor shall propose plans to construct equivalent test forms between multiple modalities for required tests, and for tests that are required to transition across modalities. The contractor shall provide evidence to show form equivalency, and that the testing mode has no effect on student performance.
- Technical Reporting. The contractor will design, write, and produce technical reports to provide documentation of all technical work associated with forms development for operational testing. The content of the reports will include detailed narrative descriptions of item selection, test form development, handscoreing validity and reliability studies, scaling, equating, and item-, standard-, subtest-, and form-level statistics. The report should also include performance standards setting, sampling, reporting, and quality control processes. This contractor shall work out a plan to deliver the chapters to the Administration contractor to develop the full technical report. The reports should provide sufficient information to allow for an independent evaluation of the quality of the assessments. Each technical report will be reviewed by LDOE staff before a final document is produced. The contractor should provide the technical reports to LDOE in both hard copy and electronic formats. In addition, an executive summary of validity and reliability information and state results (eight to ten pages) about the operational test will be developed and submitted to the LDOE. Validity. The contractor will establish and document evidence of validity that may include, but not be limited to evidence
 - of the match among test blueprints, item specifications, and items between Louisiana test forms;
 - that the items measure Louisiana content standards;
 - that test item formats measure the intended content;
 - of the interrelationship among standards;
 - that items were chosen based on test specifications;
 - that alternate forms cover the same content;
 - of one or multiple dimensions;
 - of criterion validity in its relationship with national or international college and career readiness benchmark tests; and
 - of consequential validity.
- Reliability. The contractor will establish and document methods to collect evidence of the reliability of test scores and scoring of hand-scorable/automated scoring items. Evidence of test score reliability may include but is not limited to inter-rater reliability, internal consistency of standard and total scores, decision consistency, and generalizability estimates of standard errors.
- Setting Performance Standards. The contractor shall be prepared to coordinate and conduct a standard setting and/or validation meeting for new operational tests to establish achievement levels and the associated cut scores where needed. The contractor should develop a standard setting plan for each standard setting process using IRT item values and other appropriate, reliable, valid and defensible procedures. The plan should describe the standard setting strategies, methods of determining the standards, procedures for validating and analyzing the quality of information reported, participants' identification and steps of implementing the standard setting procedures. These include how the materials will be prepared, organized, and presented, and how the contractor will plan to analyze the data, and present the impact data. A standard setting committee that consists of teachers, district personnel, policy makers, as well as college

representatives for high school assessments shall be convened as needed. The contractor will be responsible for all costs and arrangements related to the standard setting meetings. Once the committee work is completed, the contractor will submit an executive summary to LDOE for presentation to the State Board of Elementary and Secondary Education for approval. The contractor is responsible for making all meeting arrangements, handling all logistics, and covering all associated costs. The contractor will also assume the cost for the facility, refreshments, lunch, and materials, as well as travel reimbursements (hotel, mileage, meals) for participants. In addition, the contractor will provide daily substitute teacher reimbursement (\$90 per day average) and/or honoraria (\$120 per day). The contractor will handle all the administrative tasks relative to the processing of the payments mentioned above.

G. Quality Control.

The contractor shall design and submit for LDOE approval a detailed procedure for assessing quality control, including plans for proofing all materials before and during forms development, and checking the accuracy of construction. The procedure shall include contingency plans for correction of errors, should any occur. The proofing process offered by the contractor must be outlined in detail and must allow LDOE assessment staff a minimum of five working days to review materials at all appropriate stages in the development process. Review of materials by LDOE shall not be construed by the contractor as proofing and absolutely does not relieve the contractor of responsibility for error. These procedures should be reflected in the contractor's time schedule. The contractor shall be responsible for proofreading at every stage of development. Required changes shall be shown in writing to LDOE and shall be made to LDOE satisfaction. Final approval shall be indicated in writing when the product meets LDOE final requirements.

H. Project Management.

The contractor will work closely with the testing administration contractor to develop the necessary timelines and project work plan to ensure that that content needed for all assessments mentioned in this RFP are successfully transferred and migrated according to the timelines and schedules outlined by the State. Project management across vendors includes, but is not limited to the transferring of data files and metadata before and after an administration of items or test forms, developing timelines to ensure transfers occur to successfully deliver assessments as scheduled by the LDOE.

2.6.2 Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.6.3 Project Requirements

The contractor will designate a team of professional individuals to work on or manage each project. The responsibilities for the management team shall include:

- Working with the LDOE and administration vendor (as needed) to plan and schedule all activities and deliverables;
- Receiving approval from the LDOE for any change to the scope of work;

- Monitoring and reporting the progress of each project;
- Managing conference calls for reporting the progress and issues for each activity;
- Recording the results of discussions and clarifying the issues in meeting minutes;
- Ensuring all deliverables are on schedule;
- Informing the LDOE of any personnel changes; and
- Ensuring every processing step is completed on time with 100% accuracy.

Quality Assurance. Error-free production shall be required and shall be the final responsibility of the contractor.

Key Personnel. The LDOE Assistant Superintendent of the Office of Academic Content (the "State Project Coordinator") will provide oversight of the activities conducted under the contract. The State Project Coordinator will be the principal point of contact on behalf of the State concerning the contractor's performance under the contract.

The contractor shall designate the following individuals who will be assigned to work with the State on this program.

- **Project Manager:** This position oversees and monitors the planning, scheduling, progress, and quality of the work.
- **Item Development Leader:** This position oversees and monitors scheduling, coordination, and quality control of the item development activities.
- **Lead Psychometrician:** This position oversees the technical tasks and issues that relate to item selection, test form equating, sample selection, calibration, scaling, research studies, and other technical analyses.

These designated individuals for the State Contract are referred to hereafter as "key personnel."

The contractor will work with the State to ensure that work for the State is given the highest priority. Staff members from the LDOE's Office of Academic Content will be assigned to monitor this contract under the supervision of the State Project Coordinator.

Editorial Review and Proofing. Editorial review and proofing of all materials are among the most critical requirements of this RFP/contract. The contractor shall be responsible for conducting editorial review of all materials. The contractor will be held to the same level of professional editorial review used in the development of nationally published testing programs and textbooks.

Editorial staff must have experience in reviewing educational material for the appropriate content areas.

Test Security. Test items and scoring rubrics shall be maintained by the contractor as secure materials.

Project Report. At the end of the contract year, the contractor will prepare a final project report that summarizes the year's activities, identifies any problems, and suggests modifications. This project report should also include all the conference call minutes and memos regarding major decisions. Graphs, charts, and diagrams should be included.

Attachment C

**Addendum to Data Recognition Corporation Contract
For LEAP 2015 Math and English Language Arts Test Development
For Grades 3-8**

The following provisions are part of the above-referenced contract.

1. Contractor shall include sample items in the Assessment Guides, Practice Tests, and Released Test Items and will not duplicate sample items across these documents.