

State of Florida
Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

INVITATION TO NEGOTIATE REGISTRATION

COMPLETE AND RETURN THIS FORM
TO THE ABOVE ADDRESS OR FAX TO (850) 245-9189

Reply Number: ITN 2011-05

Title: DEVELOPMENT AND ADMINISTRATION OF CERTIFICATION EXAMINATIONS FOR FLORIDA EDUCATORS

Date & Time Reply Due: APRIL 14, 2011 @ 02:30 PM EASTERN TIME (ET)

Potential Respondents should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Reply Form as soon as possible after downloading. Complete the information below and send **this sheet only** to fax number (850) 245-0719, or mail to 332 Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 or e-mail it to the below contact.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Internet E-Mail Address: _____

Signed: _____ Date: _____

For further information on this process, you may contact ReGina Johnson – regina.johnson@fldoe.org at (850) 245-9173.

(Revised 09/17/2010)

State of Florida
Department of Education

INVITATION TO NEGOTIATE

DEVELOPMENT AND ADMINISTRATION OF CERTIFICATION EXAMINATIONS FOR FLORIDA
EDUCATORS

BID NUMBER: ITN 2011-05

DEADLINE FOR TECHNICAL QUESTIONS: MARCH 28, 2011 @ 04:00 PM
(There is no deadline for administrative questions)

REPLIES ARE DUE BY: 02:30 PM, ET, ON APRIL 14, 2011

MAIL OR DELIVER REPLIES TO:

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400
Attention: ReGina Johnson
Phone: (850) 245-9173

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**STATE OF FLORIDA
DEPARTMENT OF EDUCATION
INVITATION TO NEGOTIATE**

DEVELOPMENT AND ADMINISTRATION OF CERTIFICATION EXAMINATIONS FOR FLORIDA EDUCATORS

BID NUMBER: ITN 2011-05

SECTION 1 - OVERVIEW

SECTION 1 –INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1001 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1000 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the F.S., in which case the statutory requirements shall take precedence.

SECTION 3 - INTRODUCTION

3.0 INTENT

The state of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written replies from qualified vendors to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for fifty-seven (57) months thereafter. Award will be made to the responsible and responsive vendor that the Department determines will provide the best value to the state.

The resulting contract may be renewed for up to an additional two (2) years, see Form PUR 1000 for renewal requirements.

3.1 PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to solicit Replies for administration and scoring/reporting of the Certification Examinations for Florida Educators, which include the Florida Teacher Certification Examinations (FTCE) and the Florida Educational Leadership Examination (FELE), as described in Section 1012.56, Florida Statutes. These tests are currently administered as computer-based tests six days a week throughout the year.

3.2 BACKGROUND

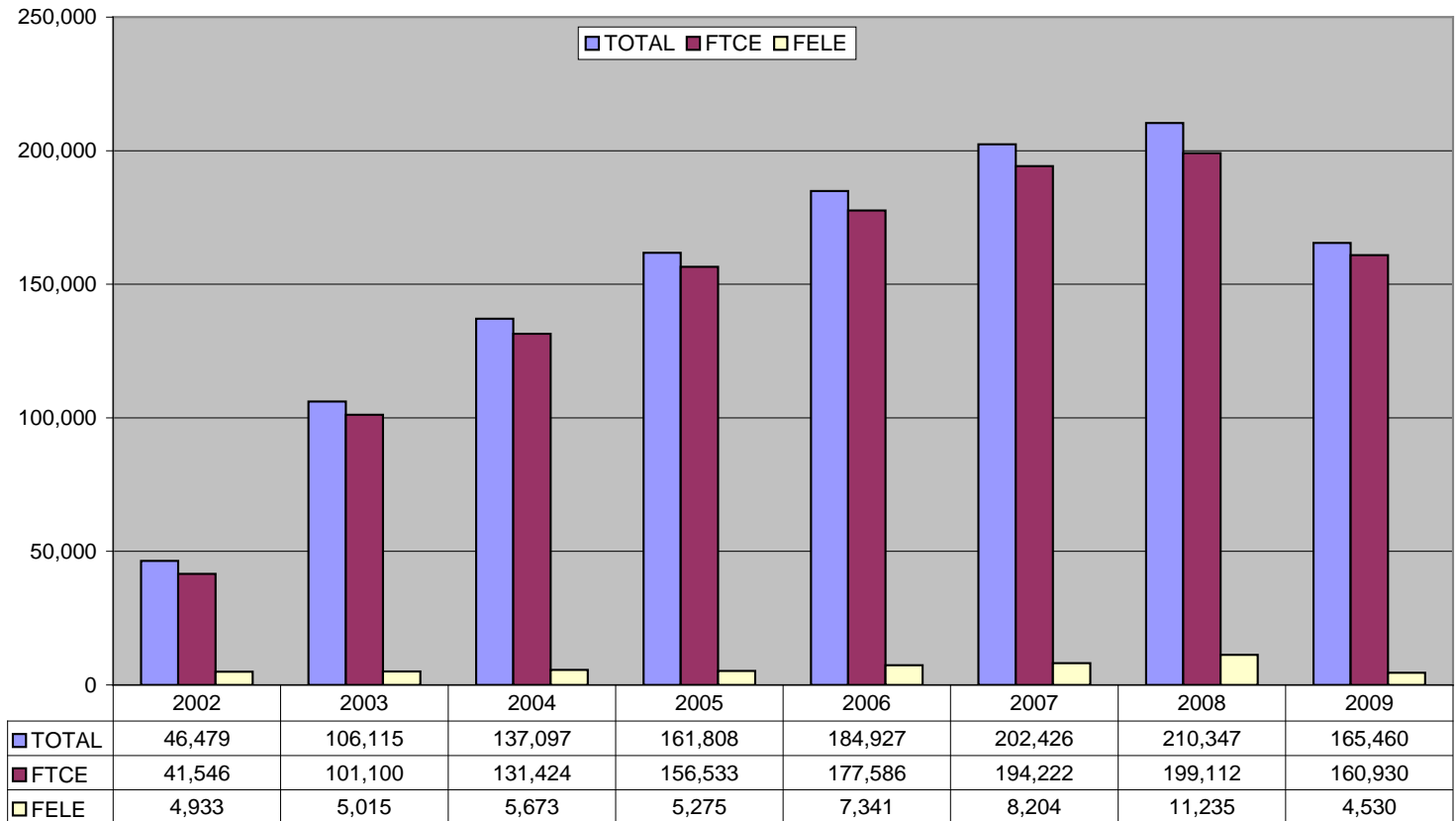
The State of Florida needs well-educated teachers whose professional skills enable them to teach children to succeed through the achievement of approved standards. As a result, State legislation has focused on assuring the quality of the teaching profession in Florida.

Legislative changes to Section 1012.56, Florida Statutes enacted in 2000 and implemented in 2002 resulted in the Department developing new procedures and making other improvements in the teacher certification program. This legislation has helped to increase the pool of teachers available to the State of Florida and to moderate a teacher shortage in the state. The number of individuals seeking to take teacher certification examinations has increased since 2001. If a person has a bachelor's degree and has passed a subject area examination, then he or she may be eligible for a temporary teaching certificate for the certification area of the subject area examination. Teacher candidates with a bachelor's degree in the certification area, or appropriate course work in the certification area, can also receive a temporary teaching certificate for the certification area of the degree or applicable course work; in that case, they would need to take certification examinations (including the General Knowledge Test and the Professional Education Test, as well as a subject area examination) to qualify for their professional certificate. Also, the certification test may, under certain circumstances, be used toward the renewal of a teaching certificate. Table 1 (see below) shows the number of examinees taking certification tests for the first time. Attachment '7' has a complete list of Certification Examinations for Florida Educators. The list includes actual testing time, tests that include breaks and test format.

The Department needs assistance with developing professional testing materials, reliably administering all test forms, and accurately scoring/reporting test results and appropriate data as required. The Respondent must have documented experience in administering and scoring large-scale assessments and have documented experience in administering assessments via computer-based testing.

All examinees will have the ability to register online and select the date, time, and test center location at which they wish to test. Examinees also will have the ability to review their registration application online. Examinees will be able to obtain preliminary test results at the end of testing and will be sent an official score report within six (6) weeks.

**Table 1
Number of FTCE/FELE Examinations Administered**



3.3 DEFINITIONS

After the award, said Respondent will be referred to as the "Contractor". For the purpose of this document, the term "Respondent" means a potential Contractor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent's team. The term "Reply" means the complete response of the Respondent to the ITN, including properly completed forms and supporting documentation. The term "contract" refers to the agreement between the Department and the Contractor resulting from this ITN. "Best value" means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship. A "responsive bid" is a Reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. "Deliverable" means a tangible, specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

3.4 CRITICAL EVENT DATES

These are tentative dates for critical events, and are subject to change.

March 21, 2011 – ITN Released

March 28, 2011 by 4:00 p.m. - Deadline for Technical Questions

April 1, 2011 - Department Response to Technical Questions received by deadline on or about

APRIL 14, 2011 BY 02:30 P.M. - Technical & Price Replies are due

April 14, 2011 @ 2:45 p.m. - Technical Replies will be opened in Room 332 Turlington Building (Step 1)

May 3, 2011 - The Department will evaluate the Technical Replies in Room 1706, beginning at 9:00 AM, (Step 2)

Price Replies will be evaluated by the Bureau of Contracts, Grants and Procurement Management Services staff during the evaluation stage.

May 10, 2011 - The Negotiation Committee will start negotiations on or about (Step 4)

The Intent to Award will be posted for 72 hours upon completion of the negotiation meeting and a final decision by the Department.

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 PRE-SOLICITATION CONFERENCE

A PRE-SOLICITATION CONFERENCE WILL NOT BE HELD.

4.1 SITE INSPECTION

A SITE INSPECTION WILL NOT BE HELD.

4.2 VISITOR'S PASS TO THE TURLINGTON BUILDING

Each visitor to the Turlington Building is required to sign in and obtain a Visitor's Pass at the security desk in the main lobby. Please allow at least 15 minutes prior to Reply due time if hand-delivering the Reply to the Bureau of Contracts, Grants and Procurement Management Services.

4.3 REPLY QUESTIONS & ANSWERS

Any technical questions arising from this ITN must be forwarded, in writing, to the purchasing agent identified below. The Department's written response to written inquiries submitted timely by Respondents will be posted on the Florida Vendor Bid System (VBS) at www.myflorida.com (click on Business, then click on Doing Business with the state, under Everything for Vendors and Customers, click on the Vendor Bid System, then Search Advertisement; select the Department of Education in the Agency drop down window and initiate search), under this Reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Reply.

Only written inquiries from Respondents, which are signed by persons authorized to contractually bind the Respondents, will be recognized by the Department as duly authorized expressions on behalf of the Respondents.

WRITTEN QUESTIONS should be submitted to:

Bureau of Contracts, Grants and Procurement Management Services, ReGina Johnson 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400, E-Mail Address (preferred): regina.johnson@fldoe.org, or Fax Number: (850) 245-0719.

4.4 PROCUREMENT PROTESTS / NOTICE OF RIGHTS

Pursuant to F.S., Section 120.57(3) (b):

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Section 120.57(3) (a) provides:

Failure to file a protest within the time prescribed in Section 120.57(3), F.S. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S."

Florida Administrative Code (F.A.C.) Rule 28-110.002(2) defines the term "decision or intended decision," and includes the solicitation terms (and any addenda), the award of the contract, and a rejection of all bids.

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Department in an amount equal to 1 percent of the estimated contract amount. F.S., Section 287.042(2) (c) and F.A.C. Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be filed with the issuing office as defined in **SECTION 4.4** above.

4.5 ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of any oral discussions with a state employee. Only those communications which are in writing from the Bureau of Contracts, Grants and Procurement Management Services, will be considered as a duly authorized expression on behalf of the Department until negotiation is awarded.

Notices of changes (addenda) will be posted on the VBS, under this Reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Reply. All addenda will be acknowledged by the Respondent's signature and subsequent submission of addenda with Reply when so stated in the addenda.

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Respondents may modify submitted replies at any time prior to the Reply due date. Requests for modification of a submitted Reply shall be in writing and must be signed by an authorized representative of the Respondent. Upon receipt and acceptance of such a request, the entire Reply will be returned to the Respondent and not considered unless resubmitted by the due date and time. Respondents may also send a change in a sealed envelope to be opened at the same time as the Reply. The ITN number, opening date and time should appear on the envelope of the modified Reply.

Unless specifically requested by the Department, any amendments, revisions, or alterations to Replies will not be accepted after the closing for the receipt of Replies.

4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

Respondents shall not communicate with any Department staff concerning this ITN except for the Department contact person identified in **SECTION 4.3 REPLY QUESTIONS & ANSWERS** of this ITN. Only those communications which are in writing from the Bureau of Contracts, Grants, and Procurement Management Services shall be considered as a duly authorized response on behalf of the Department. For violation of this provision, the Department reserves the right to reject a Respondent's Reply.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply.

4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The Department takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must clearly mark and identify in its Reply those portions which are confidential, trade secret or otherwise exempt. Respondent must also simultaneously provide the Department with a separate redacted copy of its Reply. This redacted copy shall contain the Department's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time Respondent submits its Reply to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. **The Respondent shall also provide one (1) electronic copy (compact disc (CD), flash drive, etc.) of their Redacted Copy.**

Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondents determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

4.9 WITHDRAWAL OF A REPLY

A Respondent may withdraw a Reply by written notice to the Department on or before the deadline specified for the receipt of replies in **SECTION 3.4 SCHEDULE OF EVENTS** of this ITN. Such written notice is to be submitted to the Issuing Office at the address specified in **SECTION 4.3 REPLY QUESTIONS AND ANSWERS** of this ITN.

4.10 DISCLOSURE OF REPLY CONTENTS

All documentation produced as part of this solicitation shall become the exclusive property of the state and may not be removed by the Respondent or its agents. All Replies shall become the property of the state and shall not be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply shall not affect this right.

4.11 AWARD

As in the best interest of the state, the right is reserved to award based on all or none to a responsive, responsible Respondent. As in the best interest of the state, the right is reserved to reject any and/or all Replies or to waive any minor irregularity in replies received. Conditions which may cause rejection of Replies include, without limitation, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

SECTION 5 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT

5.0 REPLY SUBMISSION

Both Technical and Price Replies will be received as specified in **SECTION 3.4 CRITICAL EVENT DATES**.

All Replies and associated forms must be signed and dated in ink by a duly authorized representative of the Respondent. The overall Reply must be written in a concise manner, which is conducive to effective evaluation and selection.

All Replies and related documents submitted in response to this ITN shall become the property of the state.

5.1 MAIL OR DELIVER REPLIES TO: (Do Not Fax or E-Mail)

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: ReGina Johnson
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

5.2 REPLY FORMAT INSTRUCTIONS

This section contains instructions that describe the required format for the Reply. All replies submitted shall contain two parts and be marked as follows:

PART I TECHNICAL REPLY NUMBER ITN 2011-05
(One Separately Sealed Package for Technical)

PART II PRICE REPLY NUMBER ITN 2011-05
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

5.2.1 Technical Reply (Part I) (18 hard copies)
(Do not include price information in Part I)

The Respondent must submit one (1) original in hard copy, seventeen (17) hard copies and two (2) in electronic format (compact disc (CD), flash drive, etc) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat of the Reply which is to be divided into the sections described below. Since the Department will expect all replies to be in this format, failure of the Respondent to follow this outline may result in the rejection of the Reply. The Technical Reply must be submitted in a separate sealed package marked "TECHNICAL REPLY FOR ITN 2011-05 ".

1. EXECUTIVE SUMMARY

The Respondent shall provide an Executive Summary to be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. The Respondent is encouraged to limit the summary to no more than three (3) pages.

2. RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

The Respondent shall provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.

The Respondent shall organize the qualifications and experience portion of its reply in accordance with each work task statement listed in Attachment '15'. For each work task statement, the Respondent shall describe its relevant experience and resources in terms of the factors that will be considered by the evaluators. The Respondent's description shall specify the relevant products and services. Please note that each work task statement is a condensed summary of the more detailed description of work tasks presented in Section 7 of the ITN.

3. RESPONDENT'S TECHNICAL PLAN

The Respondent shall provide a technical plan which explains a computer-based test (CBT) administration plan, a scoring/reporting plan and test development plan. The Respondent shall organize the technical reply in accordance with each work task statement listed in Attachment '16'. For each work statement, the Respondent shall describe its proposed approach to delivering the required products and services. Please note that each work task statement is a condensed summary of the more detailed description of work tasks presented in Section 7 of the ITN.

a. Test Administration Plan

The Respondent should explain in detail the approach, capabilities, and infrastructure (test sites, customer service call center, etc.) that will be used to provide all registration, administration, scoring and reporting assistance to examinees and on an annual basis, securely and accurately administer, at a minimum, 100,000 examinations via a

computer-based platform. The documented plan should include but not limited to, the number of test sites that will be allocated, the geographical locations, the test administration system that will be used and implemented (if Logic eXtensions Resources (LXR) software is not utilized), the structure of the customer service center and registration website, and the technology that will be used for implementing other administration work tasks described in this ITN. Additionally, the Respondent will be required to outline a plan to provide paper-based testing (PBT) for examinees testing through Troops to Teachers and any examinee needing and meeting the criteria for the Americans with Disabilities Act (ADA) accommodations including but not limited to large-print or Braille PBT formats.

b. Scoring/Reporting Plans

This section of the Technical Reply should include two subsections- one subsection describing the plan for scoring the examinations and one subsection describing the plan for reporting specific data reports.

For the scoring plan the Respondent should explain in detail its capacity to electronically score examinations formatted with multiple-choice items, performance components (i.e. essay, written performance components, foreign language examinations), and essay components in an accurate and timely manner. This includes examinations which contain video or audio components. The Respondent should explain the quality control measures that will be taken to ensure the formulas and the answer keys are accurate and correct. The Respondent is expected to have an established holistic scoring center or a detailed process for holistically scoring the performance components electronically.

For the reporting plan the Respondent should explain in detail how it will produce the data reports that are described in this ITN. The Respondent will need to describe the format of the reports, the quality control measures to ensure accuracy of the reports, and the anticipated timelines for the data reports.

c. Test Development Plan

This section of the Technical Reply should include a detailed explanation on what resources the Respondent will use to assist the Department with test development fields with Race to the Top funds and other test development activities mentioned in this ITN. The detailed plan should also include the Respondents past experience in developing certification examinations and how it will assist the Department in increasing rigor on the examination fields mentioned within this ITN.

4. RESPONDENT'S MANAGEMENT PLAN

The Respondent shall provide a management plan which describes administration, management and key personnel. The Respondent shall organize the management plan in accordance with each work task statement listed in Attachment '17'. For each work statement, the Respondent shall describe its proposed approach to delivering the required products and services. Please note that each work task statement is a condensed summary of the more detailed description of work tasks presented in Section 7 of the ITN.

a. Administration and Management

The Respondent should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Respondent should provide the names of key personnel on the Respondent's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task(s) to be performed.

The Department requires the following structure for the Respondent's management team assigned to this contract. It is important to note that the vitae and resume submitted in the Management Plan, should only include the staff members who will be assigned to work on this project. The team, and related time commitment for each team member, must include a General Manager (full time), Director of Test Administration (full time), Director of Data Quality Control (full time), Director of Psychometrics and Scoring (full time), Manager of Disability Accommodations (full time), and a Security Officer (part time). Responsibilities for each of these positions follow.

The following are the preferred qualifications for the members of the management team. The management team includes the General Manager, each of the various Directors, the Manager of Disability Accommodations, and the Security Officer position. The General Manager should have a Ph.D. in Measurement and Testing, Psychometrics or Quantitative Psychology and have at least four years of experience in large-scale (5,000 examinees or more) testing programs, preferably certification and licensure testing. The Manager of Disability Accommodations should have documented training in ADA law and ADA case law and knowledge of relevant federal regulatory agencies dealing with ADA law. The Security Officer should have experience and training in the forensic analysis of assessment data and knowledge of related case law. The Director of Test Administration should have a bachelor's or master's degree in education, psychology, or a related degree. The Director of Test Administration should also have documented history of active participation (e.g., presentations) with national certification and licensure testing organizations dealing with certification and licensure testing [e.g., National Organization for Competency Assurance (NOCA), Council on Licensure, Enforcement and Regulation (CLEAR)]. The Director of Test Administration should have five years of experience supervising large-scale standardized test administrations including performance tests. The Director of Data Quality Control should have at least a bachelor's degree in Computer Science or Management Information Systems (a master's degree is preferred) and four years of experience in managing system development and quality control. The Directors of Psychometrics and Scoring must each have a Ph.D. in Measurement and Testing, Psychometrics or Quantitative Psychology and must have at least three years of experience in large-scale (5,000 examinees or more) testing programs, preferably certification and licensure testing.

5.2.2 Mandatory Submittal Documents

The absence of any of these documents may result in a determination that the Reply is non-responsive and the Reply shall not be evaluated. The Reply forms furnished must be used when submitting the Reply. Forms are to be filled out in ink or typewritten. **Submittal information shall be included in the Technical Reply portion (Part I) of the Reply and consist of the following:**

- All Addenda
- Disclosure Statement Form (Attachment 3)
- Reference Form (Attachment 4) – Provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.
- DUNS Number

- **Transmittal Letter** – Provide a Transmittal Letter (on Company Letterhead) that contains the following:
 - a statement certifying that the person signing the Reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's Reply
 - the company's federal tax identification number
 - a statement certifying that the Respondent has read, understands, comply and agrees to all provisions of this ITN
 - a statement certifying that the Respondent is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Respondent alternatively must certify that authorization to do business in Florida will be secured prior to the award of the contract.
 - a statement certifying that the Respondent is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida. In lieu of such statement, the Respondent must alternatively certify that registration authorization will be completed prior to the award of the contract.
 - a statement certifying that the Respondent shall comply with restrictions listed in Attachment 13 for the duration of the contract period.

5.2.3 **Price Reply (Part II)** (10 hard copies)

The Respondent must submit **one (1) original hard copy, nine (9) hard copies and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Excel 5.0 or higher.** The Respondent's price information shall be submitted on the form provided in this ITN. The **Price Reply is to be submitted in a separate sealed package marked "PRICE REPLY FOR ITN 2011-05 "**.

5.2.4 **Presenting the Reply**

The Reply shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size shall not be less than a 12 point font. The Reply shall contain a table of contents, be typed single-spaced and have separate parts, each clearly labeled including page numbers. The information to be contained in each part is described in the above sections. The absence of information or the organization of information in a manner inconsistent with the requirements of this ITN may result in the rejection of the Reply. Bindings and covers will be at the Respondent's discretion; however, **elaborate notebooks/hard back binders are discouraged.**

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

All respondent materials must be packaged so that each box of materials shipped to the Department **does not exceed 25 pounds.**

SECTION 6 – SPECIAL CONDITIONS

6.0 **AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA**

Foreign corporations and foreign limited partnerships must be authorized to do business in the state of Florida. Domestic corporations must be active and in good standing in the state of Florida. Such authorization and status should be obtained by the Reply due date and time, but in any case, must be obtained prior to posting of the intended award. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

6.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided require that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Reply due date and time, but in any case, must be obtained prior to posting of the intended award. For state licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-9501

6.2 OTHER CONDITIONS

Other conditions which may cause rejection of replies include, without limitation, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts.

6.3 IDENTICAL EVALUATION OF REPLIES

Whenever two (2) or more replies which are equal with respect to price, quality, and service are received, the Department will determine the order of award using the criteria established in 60A-1.011, F.A.C. The "Drug-Free Workplace Program Certification" can be found as Attachment '2'.

6.4 DISCLOSURE STATEMENT

The Disclosure Statement Form (Attachment '3') must be signed and submitted with the Reply.

6.5 SUB-CONTRACTING

This contract or any portion thereof shall not be sub-contracted without the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such sub-contracting the Department shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor obligations.

The Prime Contractor shall report all Minority Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment "5". A list of subcontractors shall be provided to the Department's contract manager upon execution of the Contract. The Prime Contractor shall submit the Utilization Summary form with each invoice submitted for payment. The form must be submitted with all invoices, regardless if funds have not been spent with a Minority Subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services, will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

6.6 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this ITN as Attachment '6' and will govern the relationship between the Department and the Contractor. Reply submitted by the successful Respondent shall be incorporated into the final contract.

6.7 METHOD OF PAYMENT

Compensation and payment will be made in accordance with the terms and conditions of the contract.

6.8 SUSPENDED VENDOR LIST

A company placed on the Suspended Vendor List may not submit a Reply or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Suspended Vendor List" is published at http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/suspended_vendor_list.

6.9 DIVERSITY IN CONTRACTING

The state of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The state of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the state of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Respondent shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

6.10 COSTS INCURRED IN RESPONDING

This ITN does not commit the Department or any other public agency to pay any costs incurred by the Respondent in the submission of a Reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

6.11 SUBMISSION OF REPLIES BY SUBSIDIARIES OR AFFILIATES

A Respondent, its subsidiaries, affiliates, or related entities shall be limited to one (1) Reply. Submission of more than one (1) Reply per activity by a Respondent will cause the rejection of all Replies submitted by the Respondent. A subsidiary or affiliate of a prime Respondent may also be included as a subcontractor in another Respondent's Reply.

6.12 PROHIBITION OF GRATUITIES

By submission of a Reply, the Respondent certifies that no elected or appointed official or employee of the state of Florida has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Respondent or its agents or employees.

6.13 INDEPENDENT PRICE DETERMINATION

A Respondent shall not collude, consult, communicate, or agree with any other Respondent regarding this procurement as to any matter relating to the Respondent's Reply.

6.14 PERFORMANCE BOND

The Contractor shall supply to the Department a Performance Bond in the amount of 5% of the amount of the annual award. The surety shall be in a form acceptable to the Florida Department of Education, such as a bond, cashier's check, certified check or money order. A Surety must be authorized to do business in the state of Florida. The Performance Bond shall be executed and furnished to the Department within ten (10) calendar days prior to the Contractor beginning work under the contract.

6.15 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057 F.S.

(18) A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

6.16 ACCESSIBLE ELECTRONIC INFORMATION TECHNOLOGY

Respondents submitting Replies to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

SECTION 7 – SCOPE OF SERVICES

7.0 SCOPE OF SERVICES

This ITN is for the purpose of soliciting replies from vendors that can offer testing services for the Florida Teacher Certification Examinations (FTCE) and Florida Educational Leadership Examination (FELE) program. The sections in this ITN will describe the necessary characteristics of the FTCE/FELE program that the Department requires. The outcomes for the contract resulting from this ITN document will focus on systems for registering all examinees; administering all examinations in the FTCE/FELE program on computers at secure test sites; effectively tailoring disability accommodations to be ADA compliant (including but not limited to compliance with Section 508 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 794(d); 36 C.F.R. part 1194; and Sections 282.601–282.606, F.S.; commonly referred to as "ADA-compliant electronic documents"); implementing strategies to discourage cheating and increase test security on examinations; collecting and reporting data; and increasing ease of access to test scores for examinees, educational institutions, and programs.

All Internet servers for this project must be located in the United States, and all project-related data must reside in the United States. A security audit of the Internet servers and project-related data stored on the servers will be conducted by the Department at least once each year. All reports and deliverables must be accessible through secure Internet connections and must also include .pdf formatting that is compliant with ADA for publishing to the Internet. All software related to the project, including the version of Microsoft Office Suite used, will be standardized to the Department specifications to eliminate compatibility problems. Ten (10) licensed copies of Logic eXtension

Resources (LXR) item banking software, version 6.1 or higher, will be provided to the Department. The Contractor will need to work with the Department IT staff to establish a secure File Transfer Protocol (FTP) site, where all documents relating to this contract will be archived for the duration of the project.

Contractor will document all processes and procedures related to the FTCE/FELE program. The Department will review and approve all work tasks and all manuals from the initial stage to completion.

The procedures to be documented in manuals include, but are not limited to, the following. Each of these (and other topics to be included) need not be produced as separate manuals and may be combined into groups.

- Test administration/security procedures (including cheating and irregularity)
- Test site staff training procedures
- ADA accommodations procedures
- Customer service procedures
- Emergency contingency procedures
- Score verification procedures
- Scoring procedures including holistic scoring
- Continuity of Operations Plan (COOP)

All documents must be formatted in Microsoft Word 2007 or higher or other format specified by the Department. Any document over 10 pages (e.g., the Technical Report) must have a table of contents that is linked to the headings in the text. All large documents (any document over 15 pages) should be one single electronic file. The Department will have a variety of documents and tables that will need to be posted on a custom built website specific to this program, (e.g., registration information, scoring and reporting, ADA accommodations). For a comprehensive view of the types of materials to be posted, please refer to the current Contractor's website www.fl.nesinc.com.

The Respondent that will be awarded the contract must continuously research new and improved ways to provide customer support in order to provide the best possible information to examinees taking the Florida Teacher Certification Examinations and the Florida Educational Leadership Examination.

7.1 TEST ADMINISTRATION

7.1.1 Administer all examinations via Computer-Based Tests (CBT)

The Contractor will securely administer all of the FTCE/FELE examinations via a computer-based platform. Test administration should include security measures, cheating and irregularity procedures, test administration manuals, seamless access to examinee contact information, and lock-down browsers, or Secure Socket Layer (SSL) platforms, depending on the test administration system, and other appropriate security protocols. Data from the CBT provider must be available seamlessly, at all times, through the monitoring and reporting methods as described in the various Work Task Sections (i.e., 7.1.1, 7.1.4, 7.1.6, 7.1.7, 7.1.8, 7.1.9, 7.1.10).

The Respondent will need to explain what measures will be in place to ensure that no testing data will be lost if there is any disruption during the test administration. Disruptions include but are not limited to a loss of Internet connection, the PC used by the examinee fails to perform properly or at all, or the equipment hosting the exam fails to perform properly or at all. Also explain how an examinee will be able to log on to the test after the cause of the disruption has been eliminated so the examinee can continue at the point in the exam where the disruption occurred.

The majority of the examinations in the FTCE/FELE program contain multiple-choice questions only; however, there are several examinations that contain performance components as well as multiple-choice questions. The Department will supply the Contractor with all of the examinations in LXR format. The Contractor must administer all examinations through LXR or have the capability of converting the LXR formatted examinations into the Contractor's delivery system. If the Contractor chooses not to use LXR for the purpose of administering the tests, the Department must approve the test administration system before the item banks are imported to the Contractor's test administration system. The Contractor must ensure the delivery system functions in a capacity that meets the terms of the contract.

If the Contractor uses a delivery system that is not compatible with LXR, the Contractor will be responsible for the cost of converting test forms the Department develops in LXR, into the approved delivery system. This requirement applies to test forms that the Department may build throughout the life of the contract and any existing test forms already developed by the Department. Since the Contractor will have access to the Department's item banks, it is important to note that all item banks and test forms for the examinations are property of the Department. When the item banks are transitioned to the Contractor, the item banks will need to be located on secure servers where only designated Contractor staff has access.

The Contractor must be able to administer all examinations via CBT regardless of the examination's format. The Contractor must administer all of the examinations to examinees who need accommodations. These accommodations include, but are not limited to, Braille test books, large-print, paper-based examinations, and separate rooms for testing.

Work Tasks Section 7.1.1

- Administer all FTCE/FELE examinations securely via CBT.
- Administer FTCE/FELE using LXR or a Department approved CBT delivery system.
- Format all FTCE/FELE examinations for CBT.
- Document all implemented test security measures.
- Administer all FTCE/FELE examinations and to examinees requiring ADA accommodations.
- Data reports must be available to the Department as specified.

7.1.2 Immediate pass/fail feedback for CBT

Upon completing a test, each examinee will immediately receive a printout of an unofficial score report, printed at the test site. The unofficial score report will indicate whether the examinee passed or failed the exam. The raw score or scale score will be listed on this document, only for examinees that have not passed. If an examinee has passed, the raw score or scale score will not be listed. Exceptions will be made for any computer-based tests that include performance sections involving raters (e.g., written essays, oral interviews). An official score report will be released in accordance with Attachment '18'. In cases where an unofficial score report cannot be issued (i.e., new forms that need additional quality control reviews, performance component requiring holistic scoring), the Contractor will provide a printed completion report indicating the test was taken.

Work Task Section 7.1.2

- Provide immediate printed pass/fail feedback to examinees for multiple-choice examinations upon completion of a CBT administration. This printed pass/fail report will be given to the examinee at the test site.
- When applicable, a test completion document will be provided to examinees when the exam format requires additional scoring steps (i.e., new form quality control review, holistic scoring).

7.1.3 Administer CBT examinations on a form rotation schedule

For each examination area (e.g. General Knowledge, Professional Education, Subject Area) the Department, in consultation with the Contractor, will develop an annual form rotation schedule. The rotation schedule will include a minimum of four (4) forms for each examination. The Department will consider other proposals for the form rotation schedule; however, any form rotation proposal must be presented with the cost difference (cost savings or additional associated costs).

Work Task Section 7.1.3

- Administer FTCE/FELE examinations on an annual form rotation schedule.
- Create a form rotation schedule, to be approved by the Department.

7.1.4 Establish CBT sites and train site staff

The current number of CBT sites located in Florida is twenty-three (23) (See Attachment '8' for a current listing of all CBT sites). The Contractor will need to establish and/or maintain a minimum of 23 CBT sites in Florida. The Respondent can propose more CBT sites but will need to provide a price reply for each additional testing site. The CBT sites must be geographically distributed to serve candidates throughout the state.

The Contractor will develop and implement procedures to train and compensate the personnel who administer the tests. This training must include an emphasis on standardized test administrations, test security, testing irregularities, computer applications, and providing appropriate ADA accommodations. The Contractor must use only sites with secure computer facilities and must retain the services of site personnel who can complete the test administration functions while maintaining the security and integrity of the testing program. The Contractor must develop and implement procedures whereby each examinee's photo identification card (at each test administration) is recorded and saved. Photographs of each examinee shall be taken upon check-in and stored electronically for later research in cases of alleged cheating or violations of test security. The examinee photographs and associated linking data must be saved for an indefinite period of time and available to the Department as needed.

If the Contractor selects CBT sites where other licensure examinations or any other computer-based tests are administered, the FTCE/FELE testing policies will supersede the Contractor's testing policies. For FTCE/FELE examinees, check-in and administration policies at the test sites must be based upon the Department approved FTCE/FELE policies. The Contractor can suggest changes to the FTCE/FELE programs testing policies, but cannot institute any changes without prior Departmental approval.

The Contractor must have the test administration system operational 99.99% of the time, except during scheduled maintenance hours. Financial Consequences may be assessed if the test administration system is not available 99.99% of the time testing sites are operational. All test sites will have Internet connections with sufficient capacity for examinees to experience average response times of 7 seconds or less.

7.1.4.1 CBT site hours

CBT sites must be open 8:00 a.m. until at least 6:00 p.m., local time, Monday through Saturday. The Contractor may request variances from this requirement for individual CBT sites by submitting such a request to the Department in writing with documentation supporting the reason for the requested exception. If the number of examinees warrants additional hours of operation, then the additional hours may include, but are not limited to, Sundays and/or holidays observed by local,

state, or federal governments, which may not be observed by private corporations. Any additional test site hours will be covered within the base cost of the contract.

7.1.4.2 Test sites that administer examinations with oral and/or listening components

At least 10 CBT sites across the state must be equipped to administer the French K–12, German K–12, Hearing Impaired K–12, Music K–12, Spanish K–12, and Speech 6–12 examinations. The Department, in consultation with the Contractor will decide which test site locations will be selected for the administration of these examinations.

7.1.4.3 Test sites located outside of Florida

Florida obtains a significant number of teacher candidates and examinees from other states, necessitating the usage of test sites outside of Florida. The Contractor should establish seven (7) test sites, in consultation with the Department, in the states where Florida receives a significant portion of its out-of-state teacher candidates and examinees.

7.1.4.4 Provide and collect exit survey data on testing experience

The Contractor will provide a method to electronically gather examinee feedback about the efficiency and convenience of obtaining test information, registering for tests, taking tests, and receiving scores. An online survey and feedback form for examinees is currently offered on the Department's website. The link to the Department's online survey must be posted on the Contract Vendor-maintained FTCE/FELE registration's website. Also, the information on how to access the Department's online survey must also be provided to examinees as they exit the test sites. Currently, the link to the Department's online survey is provided with the unofficial score result document.

The Contractor will also provide a method to gather examinee feedback on their complete testing experience (including the efficiency and convenience of obtaining testing information, registering for tests, taking tests, efficiency of test site staff, their experience with the customer service, score reporting, etc.) at the conclusion of their test administration. The Contractor, in consultation with the Department, will develop the questions for the examinee exit survey which will closely mirror (or be identical to) the questions on the Department's online survey, with the exception of the comments box which is not necessary for the exit survey. Both the questions for the exit survey and the methods for electronically collecting the survey at the end of each examinee testing period will be approved by the Department via the secure FTP site; the Department will have access to the summary data as well as the raw data collected. The Department and the Contractor will jointly agree on the periodic frequency of posting of the survey data.

7.1.4.5 Review and process requested accommodations

The Contractor will make available to examinees a process for requesting test accommodations and will review, approve if appropriate, and provide such accommodations. All test sites must be in accordance with the ADA accommodations. A copy of the FTCE/FELE accommodations manual, which lists specific accommodations and the current process, can be obtained from the Department's Purchasing Office. The Contractor, in consultation with the Department, will be responsible for updating the accommodations manual annually. The accommodations manual will be due March 31st every year of the contract.

7.1.4.6 Provide technical assistance to test sites

The Contractor will provide a means by which test site administrators may contact the Contractor quickly and reliably by phone during a test administration to resolve immediate testing problems. The Contractor must have a person on call during the times that CBT sites are operating.

7.1.4.7 Test site inspections

The Department reserves the right to visit any single testing site or group of sites that administer tests incident to this contract, without advance notice to the Contractor. The visits will be at the Department's expense and will occur at a minimum of once per calendar year. The test sites will be chosen at random or selected based upon a consistent number of examinee complaints. The site visits will occur irrespective of the Contractor's usage of a subcontractor to assist in carrying out test administration activities.

Work Tasks Section 7.1.4

- Establish and/or maintain at a minimum 23 secure CBT sites.
- CBT sites must be accessible at a minimum Monday through Saturday, from 8:00 am – 6:00 pm, local time.
- Establish, a minimum of 10 of the 23 CBT sites, to administer examinations with oral and/or listening components.
- Maintain seven (7) CBT sites in major metropolitan areas in states where Florida obtains a significant number of examinees.
- Disseminate the website link to the Department's examinee survey and feedback form.
- Implement an examinee exit survey, maintain and collect exit survey data from examinee's after testing.
- Collect and provide exit survey data to the Department in electronic format.
- Administer all examinations to examinees who have been approved for ADA accommodations.
- Produce and deliver ADA manual by March 31st of each year.
- Provide technical assistance to all CBT sites during operating hours.

7.1.5 Administer paper-based tests (PBT) to examinees testing through Troops to Teachers

The FTCE/FELE testing program works with the Defense Activity for Non-Traditional Education Support (DANTES) to permit military personnel and their dependents to take paper-and-pencil FTCE and FELE tests at DANTES test sites outside the state of Florida as well as in foreign countries. Examinations will be administered on a testing schedule approved by the Department. DANTES will be assigned a special test site code to identify Troops to Teachers applications. Special instructions to applicants will be provided by the Department's Troops to Teachers office; specific instructions for the DANTES test sites will be provided by the Contractor. DANTES will work directly with the Contractor to provide testing services. The Department cannot predict how many examinees' will be tested through Troops to Teachers; in 2008 there were 35 examinees tested, and 109 examinees were tested in 2009. The Contractor, in consultation with the Department, will implement an administration schedule that will include four (4) PBT administrations per year.

Work Tasks Section 7.1.5

- Administer PBT examinations to examinees' through DANTES.
- Develop an administration schedule, to include four (4) PBT administrations, for examinees testing through DANTES.

7.1.6 Provide and administer score verification services via a computer-based platform

During score verification sessions an examinee may review only the questions answered incorrectly by the examinee. The correct response will not be shown. This will allow the examinee the opportunity to identify any potential errors that may affect their final score, thus resulting in a passing score. A challenge to the scoring of an item must be submitted on the official challenge form approved by the Department, must be completely filled out and must be submitted on the day of the score verification session prior to the end of the session.

Applicants will receive a video introduction, no shorter than five minutes, to the computer-based score verification process. The computer-based review process will allow two minutes per multiple-choice question and up to one hour for performance examinations (i.e., holistically scored written components, performance examinations) to complete the review.

The Contractor's application processing system must track the specific test forms taken by each examinee in order to present the correct test forms and items at the time of review.

If an examinee fails an examination, the examinee may file a petition for administrative hearing pursuant to Section 120.569, F.S. When an examinee files a petition for administrative hearing, the Department will notify the Contractor. It is the Contractor's responsibility to prepare all materials needed to defend the reliability and validity of examination scores. The Contractor shall provide these materials (i.e., technical reports, proctor reports, test documents) to the Department within two business days, of the Department's request. The Contractor must also provide court preparation and expert testimony from psychometricians and/or examination raters (e.g., performance tests). The Contractor should expect to prepare for twenty-five (25) hearings per year and expect that five (5) cases per year will proceed to a full hearing. The Contractor is expected to use internal or external legal and psychometric staff to prepare for administrative hearings. The Contractor's attorneys shall have experience in representing government in administrative hearings and assessment vendors in issues pertaining to large scale assessment, test validity, and test properties.

7.1.6.1 Evaluating examinee challenges

After each score verification session the Contractor will have specific work tasks associated with evaluating an examinee's challenges. Please see Attachment 9 for a description of each work task.

7.1.6.2 Provide a minimum of four (4) test sites for score verification

Not all CBT sites will be required to offer score verification sessions; however, verification sessions must be offered at a minimum of four (4) test sites throughout the state (e.g., north, east, central, south). Sessions must be offered during the same hours of operations as CBT administrations.

7.1.6.3 Maintain score verification database

The Contractor's integrated Internet-based system must provide a search capability for Department staff or representatives to research information needed for evaluating an examinee's appropriateness for a score verification session. Below is an example of what information should be collected.

- Name
- Social Security Number
- Customer ID Number
- Birth Date
- Address

- Certification Area
- Accommodation Codes
- Form Code Number and Test Name
- Test Date and Test Site
- Pass/Fail Status and Scale Score

Work tasks Section 7.1.6

- Administer score verification sessions to FTCE/FELE examinees via a computer-based platform.
- Establish/maintain a minimum of four (4) CBT sites, in multiple regions of the state, to administer computer-based score verification sessions.
- Complete work tasks that are defined in Attachment 9 after each individual score verification session.
- Maintain score verification database and provide data access to the Department.

7.1.7 Monthly status report for test administration activities

The Contractor will submit to the Department via email a monthly status report for test administration activities (formatted in Word and/or Excel) which includes information related to registration/test counts, testing (including Troops to Teachers and score verification), test site irregularities (including technical issues and misconduct/cheating), customer service call center activities (including number/types of calls received, calls answered, average hold times, call escalations, etc.), number/kinds of ADA accommodation requests/resolutions, scoring and reporting (including holistic scoring), and other information as stipulated by the Department. The Contractor will need to archive these reports and the supporting documentation file(s) for the life of the contract and make them available to the Department via the secure FTP site. The supporting documentation file(s) will hold cumulative records from the beginning of the contract, and the Department will approve the design of the status report and the supporting documentation file(s).

Work tasks Section 7.1.7

- Provide Monthly Status report for Test Administration Activities on the 6th business day of every month for the life of the contract.

7.1.8 Remit examination fees to the Department on a daily basis

This contract will be operated through a process by which the Contractor receives fees from the examinees, transfers the entirety of those fees to the Department on a daily basis, and then submits invoices for the contract costs. The Contractor will receive payments from approved invoices submitted to the State of Florida. The Contractor will not obtain funding directly from examinee fees.

All fees and charges collected must be recorded and accounted for with a bookkeeping system and monthly reporting system that meets professional standards, [e.g., standards provided by the American Institute of Certified Public Accountants (AICPA)].

The Contractor will submit all examinee fees (including score verification fees) in the form of an Electronic Funds Transfer (EFT). Payments to the Department will be sent to the Office of the Comptroller, Florida Department of Education. Each EFT payment will be accompanied by a description of the source(s) (e.g. registration, score verification, etc.) of the fees and the accurate dollar amounts. Adequate records will be maintained by the Contractor to permit audits by the Department of Education throughout the lifetime of the contract. A comprehensive list of all examinee IDs and the fees collected by ID and examination date shall also be available to designated Department staff via a secure FTP site.

Work tasks Section 7.1.8

- Remit fees collected from examinees to the Department daily.
- Maintain records of all charges collected and use accounting system that meets all professional standards as noted. All records should be maintained on a secure website that can be accessed by the Department staff when needed.

7.1.9 Provide for a customer service and technical support center

A customer service and technical support center will be established by the Contractor to provide the best possible information and support to examinees that have taken or will be taking the examinations in the FTCE/FELE program. The center must be operational 8:00 a.m. -6:00 p.m., EST, Monday through Friday, except holidays when state offices are closed. The customer service center must use a toll-free number during normal hours of operation. In order to provide customer service information, the program's website will provide an electronic FTCE and FELE knowledge base with most frequently asked questions (FAQs) and answers which examinees can access 24 hours a day, 7 days a week. Customer service support staff will be able to answer telephone inquiries utilizing this knowledge base. The Department will be able to access the system 24 hours a day, 7 days a week. The accessibility of the system must be monitored by the Contractor's technology staff or systems operators. The primary mode of customer support will be telephone communications. All customer service calls must be recorded for quality assurance. In addition, all calls shall be logged, including the outcome of the call. As a quality control measure, the Department must have the ability to listen to recorded customer service calls. The Contractor must implement an electronic system for tracking calls and outcomes. Logs and summaries of calls shall be available to the Department via a secure FTP site. The logs and summaries should include but not limited to reasons for call, outcomes, and resolutions. The Department expects that all incoming calls from examinees will be answered in a reasonable amount of time and hold times will not exceed three (3) minutes. The hold times for all incoming calls must be logged and monitored by the system with a capability of being reviewed by the Contractor's management team. The Department's staff and management team will make random calls to the customer service line as a quality control measure to review hold times and other issues critical to the project. If the hold times become unreasonable (an average of 10% of incoming calls within a calendar month on hold for an average time greater than three (3) minutes), the Department will notify the Contractor in writing of this issue within thirty (30) days of discovery. Within thirty (30) days of such written notification by the Department, the Contractor will then be required to propose a plan to the Department for lowering examinee hold times. The Contractor must also have the ability to respond to email messages from examinees. It is expected that the Contractor will provide emailed responses within 24 hours of receipt. All customer service related emails should be logged, including the final outcome of the request. These customer service related emails shall be available to the Department via a secure FTP site.

7.1.9.1 Answer examinees' questions (in both Spanish & English)

The customer service and technical support center must have at least two customer service representatives who are fluent in oral and written Spanish available during hours of operation.

7.1.9.2 ADA questions/inquiries

The Contractor will designate a Customer Service Supervisor at the customer service and technical support center to handle questions/inquiries about ADA accommodations. If needed, the examinee can be referred to a member of the Contractor's management team for questions requiring in-depth responses or experience in ADA case law. The management personnel assigned and designated by the Contractor must have documented experience with ADA case law and ADA accommodations.

7.1.9.3

Customer service and technical support center monthly status report

On the 6th business day of every month, the Contractor will submit a status report of the customer service and technical support center's activity, including all email correspondence with examinees, to the Department via email. The Contractor will need to archive each submitted report for the life of the contract and make it available to the Department upon request. The information listed in this report will include, but not be limited to average hold times, number of calls received, number of calls pertaining to ADA, and repeated questions or topics asked by examinees. This report will be formatted in either MS Word or MS Excel.

Work Tasks Section 7.1.9

- Establish/maintain a customer call center that is open from 8:00am-6:00pm, EST, Monday through Friday (excluding state holidays).
- Provide email responses to examinee queries within 24 hours and maintain complete and adequate records of these transactions.
- Maintain complete and adequate records of hold times and examinee calls.
- Staff the call center appropriately to handle the volume of FTCE/FELE calls and staff the call center to handle both English and Spanish speakers.
- Employ one qualified staff member of the call center to handle ADA accommodations questions/inquiries and case law and provide direction to Contractor's management team as necessary.
- Provide a monthly report of customer call center activities.

7.1.10

Integrated internet-based information/registration system

The Contractor will build, implement, and maintain a website that allows potential and current examinees to register for examinations and score verification sessions for the FTCE and FELE program. The registration system must also provide information concerning the FTCE/FELE program. The current Contractor's registration website can be found at www.fl.nesinc.com. The sections below give a description of required components of the registration website; all documents that can be downloaded from the website must be ADA compliant. The registration system must also be linked to the FTCE/FELE reporting system, which is described in detail in Section 7.2 of this ITN.

The Contractor must develop an online registration system, using the most current and efficient version of Internet Explorer, which will allow examinees the opportunity to view and select the testing timeslot of their choice. This system will provide the examinee with the ability to make selections from a choice of available testing times by month, day and time at least four (4) months in advance of the testing event. This includes regular CBT administrations, score verification sessions, and pilot testing if applicable.

7.1.10.1

Provide electronic Test Information Guides (TIGs)

The Department will supply the Contractor with ADA compliant electronic versions (in a PDF or MS Word format) of all TIGs. Before submitting the TIGs to the Contractor, the Department will review the TIGs for ADA compliance. After the review by the Department, the Contractor will once more review the TIGs before posting the TIGs to the program website. A link to the approved electronic TIGs will also be provided to FTCE/FELE examinees upon examination registration and payment. The TIGs will be provided at no additional cost to the examinee. The Department reserves the right to publish TIGs on the Department's website or other electronic medium at no additional cost.

- 7.1.10.2 Provide electronic score interpretation guides
The Contractor will produce an electronic Score Interpretation Guide for each examination to assist examinees in interpreting their scores. Once the Department has approved the formatting and the content of the Score Interpretation Guide, the Contractor will make the Guide available for downloading through the registration website. The Score Interpretation Guide must be ADA compliant.
- 7.1.10.3 Process for changes and cancellations for CBT
The Contractor will implement a process for changing and canceling examinee registrations, notifying examinees, and returning payment fees. This includes a process for rescheduling examinees' administration dates and locations if needed. Contact information will be made easily available by telephone, e-mail, and fax for examinees who need assistance.
- 7.1.10.4 Confirmation of registration for CBT
The online registration system must provide a printable confirmation upon the successful completion of each examinee's registration for a CBT administration. This confirmation must also be emailed to the examinee, along with notification for the examinee to bring the confirmation to be presented at the test site at the time of check in. Examinees registering for ADA accommodations may require a modified system to accomplish this task. The Contractor will work with the Department to provide this system to examinees needing ADA accommodations.
- 7.1.10.5 Require examinees' acknowledgment of FTCE/FELE rules concerning rules and cheating
The online registration system must present the relevant content of the two letters provided for applicants. The two letters provide: (1) information explaining what examinees should bring to the test site; and (2) information regarding cheating, including a description of behaviors that are considered cheating. The online registration system will include the capability for each examinee applicant to electronically acknowledge their understanding of the content of the letters before the applicant can complete the online registration process.. For security purposes, the internet protocol (IP) address of the applicant, along with his or her name and the internet browser, must be recorded in an electronic file that is saved and archived indefinitely.
- 7.1.10.6 Collection of examinees' demographic data in the registration system
The online registration system will have the capability to collect detailed examinee information during registration. The Contractor's registration system must collect the following information for any applicant registering to take an FTCE/FELE examination or score verification session:
- Examinee name
 - Examinee address
 - Examinee birth date
 - Examinee Social Security number
 - Examinee telephone number
 - Highest degree earned
 - Test Date
 - Location where highest degree received (Florida, U.S., Other)
 - Certified to teach, yes or no
 - Currently teaching, yes or no, and which school district
 - Currently a student, yes or no, and which educational institution

- School district to receive examinee scores (optional); postsecondary institution to receive examinee scores (optional)
- Test names (e.g., FELE, Biology 6–12)
- Examinee disability requiring accommodations (If applicable)
- Fees and charges to be paid
- Method of payment and credit card information

7.1.10.7 The 31-Day Rule

The Contractor must create a system whereby candidates are prevented from registering for any testing event (test, retest, or score verification session) unless it has been verified that more than 30 days have passed since the examinee initially participated in the event. The system must identify those examinees who actually tested and prevent them from registering to take or retake the test. Since examinees can take an examination in the FTCE/FELE program on many different dates throughout the year, quickly and efficiently identifying those examinees who tested within the past 30 days via computer will be a crucial task. For registration, the Contractor will develop a screen showing the examinee's registration history matching the examinee. This will allow examinees to view their registration history and confirm the accuracy of the information before proceeding.

No candidate shall be permitted to retake a test sooner than the 31st day after attending a score verification (test review) session. If the 31-day policies are violated (i.e., the examinee has not been prevented from registering), the Contractor will notify the Department who will then direct the Contractor to invalidate the test score or scores. Score verification session registrations and attendance information must be added to the system.

Work Tasks Section 7.1.10

- Provide downloadable TIGs, electronically, on the online registration system.
- Develop and make available a downloadable Score Interpretation Guide.
- Implement a system by which examinees can change/cancel test date or test site.
- Develop a registration confirmation page that can be printed from the online registration system.
- Establish a process that requires examinees to acknowledge the rules/regulations of the FTCE/FELE program.
- Collect/maintain specific examinee information during the registration process.
- Implement/maintain a system whereby candidates are prevented from registering for any testing event (test, retest, or score verification session) unless it has been verified that more than 30 days have passed since attending the testing event.

7.1.11 Integrated Internet-based system

The Contractor will create and implement the infrastructure for an integrated Internet-based system that allows Department staff to locate the registration or test administration history of any examinee. The examinee registration information to be entered into an electronic master file is listed in the next section of this ITN, Section 7.2.9. However, the Department may require other information to be added. The Contractor will be provided with an ASCII file containing all historical FTCE and FELE data. This file contains approximately one million records and 3,000 fields for each record. This system is described in more detail in Section 7.2.9 of this ITN. Screen shots of the Department's current integrated Internet-based system can be found in Attachment '10'.

7.2 SCORING AND REPORTING

7.2.1 Scoring examinations for FTCE/FELE

Scoring of the educator certification examinations is technical and complex. Depending on the particular examination, test scores are based on multiple-choice items only, essay only, speaking only, or composite scores that combine scores for multiple-choice and performance components (e.g., essay, constructed response, audio, and speaking).

Composite scores are reported for English 6-12, Middle Grades English 5-9, French K-12, Spanish K-12, and the Florida Educational Leadership Examination (FELE) Subtest Three. German K-12 has two separate scores. One score is a composite that includes writing and multiple-choice components and the other score is based on an oral interview. Speech 6-12 also has two separate scores. One is a multiple-choice score only and the other score is based on a video recorded speech. The General Knowledge Essay Subtest score is reported as a separate score and is based on the essay only. There are currently 36 subject area examinations that are multiple-choice only. Two subtests of the FELE, three subtests of the General Knowledge Test, and the Professional Education Test are also multiple-choice only.

History: The history of the scoring process for each test or subtest must be documented by the Contractor over the life of the contract so that the information can be added to the overall history of each examination. The overall history of each examination will include, but is not limited to the equating model used, the base form designation, cut scores, overall p-value, DIF, and passing rates (first-time and overall). This information will be updated, documented, and made accessible to the Department on a monthly basis. The updated documentation will also be presented in the annual Technical Report.

Faulty items: Since the test items have been through either pilot testing and/or field testing, test forms should not have faulty test items. Faulty items are defined as items that either have missing content, are not written clearly, have multiple correct answers, or have incorrect content (i.e. wrong symbols, content not relevant to updated standards). Faulty items may also prevent an examinee from answering the item correctly. Although it remains on the version of the examination, if an item on a test is found to be faulty, the question must not be scored. The form is scored based on a reduced number of test items. For example, if a test form has 120 items and item number 27 is found to be faulty, the test will be scored based on 119 test items by omitting item 27 from scoring. Test forms where more than two test items have been omitted must be updated and republished after the discovery and Departmental approval of the third faulty item. It should be noted that while all efforts to avoid faulty items will be utilized, the nature of the program lends itself to this possibility. As such, the updating of test forms should be viewed as part of the normal quality control process and the Department will not be charged for such updates.

Work Tasks Section 7.2.1

- Document and update the history of the scoring process monthly for each test/subtest and present the information in the annual Technical Report.
- Identify faulty items on test forms; score examinations with faulty items in accordance with the Department's established procedures.

7.2.2 Score examinations in a timely manner

All score reports will be released no later than 6 weeks from the date of the CBT or PBT examination. The Contractor may only propose shorter timelines for producing and distributing examinee score reports. Score

report information must be furnished electronically to the Department's Bureau of Educator Certification in accordance with Attachment '18'.

7.2.2.1 Scoring of multiple-choice items

Except for the General Knowledge Essay subtest, all tests contain multiple-choice items. All multiple-choice items will be scored as (1) right, (2) wrong, (3) omit or (4) field test/experimental.

7.2.2.2 Scoring of performance components for FTCE/FELE

The scoring of the performance components of the FTCE/FELE program is a complex process that involves recruiting raters who are qualified to rate specific subject areas. The Department is currently using a discrepancy model for the written components of the subject areas and for the FELE. The Contractor must follow this model. At the execution of the contract the Department will supply the Contractor with the scoring rubrics for each exam; the rubrics will remain the property of the Department. The discrepancy scoring model developed for each FTCE that consists of performance scoring is outlined in Attachment 11.

7.2.2.3 Procedures for establishing equivalency of test forms

It is important that test forms are equivalent from one form to the next. The Department is currently using the Angoff Model IV Linear Equating procedure, which mathematically adjusts test scores for relative differences in test forms. The Department will provide the Contractor with the Angoff Model IV algorithm currently being used, explanatory information, and correct anchor values for those tests using this equating model, as well as existing equating values for forms. For the remaining certification subject areas tests where the total number of examinees is less than 50, the Contractor will use an approach based on the assumption of parallel test forms until enough data is available to equate. Using Department guidelines, and with Department approval, the Contractor must develop equating materials for new and revised forms in subject areas that are being equated using the Angoff Model IV method.

7.2.2.4 Produce and distribute Individual Score Reports (ISRs) and Duplicate Score Reports (DSRs)

The Contractor will need to produce and distribute ISRs and duplicate score reports to all examinees that have taken an examination during the life of the program. The ISRs must be delivered electronically to examinees. If the Respondent currently has the capability to produce and distribute electronic ISRs, the Respondent's Technical Reply must explain the measures taken to ensure the validity and security of the ISRs.

If the Contractor does not have the capability to produce electronic ISRs, at the execution of the contract, the Contractor must print and mail ISRs to examinees for the first six (6) months of the contract. Two (2) months after the execution of the contract the Contractor will deliver a Statement of Work (SOW) for implementing a method of delivering electronic ISRs to examinees. Once the Department has analyzed and reviewed the SOW the Department will approve, reject, or make changes in writing within thirty (30) days of receipt. The SOW should include, at a minimum, the method in which the scores will be released to examinees and the security measures that will be enacted to ensure the validity of the score report. The deadline for full implementation of electronic ISRs will be no longer than six (6) months after the execution of the contract. If the Contractor can not meet the delivery date, it will need to specify this in writing to the Bureau Chief of the Postsecondary Assessment Office and request an extension. Once the Department and Contractor

have agreed upon the final SOW, electronic ISRs will be amended into the contract at no cost to the Department.

Work Tasks Section 7.2.2

- Score all examinations within six (6) weeks of the test administration date and furnish the Bureau of Educator Certification with an electronic copy of score report information as required.
- Score multiple-choice items.
- Score performance components using the Department's discrepancy models.
- Establish equivalency on all test forms using the Angoff Model IV method and using an approach based on the assumption of randomly parallel test form for forms where there are less than 50 examinees, until enough data is available to equate using the Angoff Model IV method.
- Produce and distribute ISRs and duplicate score reports electronically; distribute electronic ISRs and duplicate score reports within six (6) months of the execution of the contract.
- Print and mail individual ISRs and duplicate score reports as needed.

7.2.3

Required data reports

The Department requires analyses of its examinations for research, development, and documentation. This section outlines the reports required by the Department to accomplish these goals. The Department requires that reports be submitted via FTP site as specified in this section. Formatting for all reports must be approved by the Department.

The Contractor will prepare the data analyses and reports as specified in this section. For example, the Contractor will be required to produce longitudinal reports and pass-fail percentages reports that can be accessed via an Internet-based system by test administration date and by testing area, as well as ad hoc reports (e.g., item performance of examinees at a particular test site to investigate cheating cases) specified by the Department. The Internet-based system must be fully operational no later than six (6) months from the date the contract is fully executed.

Working from samples provided by the Contractor, the Department and Contractor will jointly determine the general format for each computer-generated report. The Department is responsible for designing the specific format for each report form and formatting reports as needed. Specifications and mock-ups of each report must be provided to the Department for prior approval.

The final information in each report may be modified by the Department when the Contractor and Department finalize report formats. Modifications may be made in these report forms from one test year to the next. These modifications must be made at the Contractor's expense. The timeline for all the scoring reports in Section 7.2 can be found in Attachment '18'. The Respondent must be able to complete each task within the designated timeline in Attachment '18'; the Respondent can only propose shorter timelines for the delivery of these reports. All of the data reports will be submitted via secure FTP site or secure Internet-based site, which the Contractor will build and maintain, unless it is specified that the Department requests hard copies. The details for the secure FTP site can be found in the Management section (7.4) of this ITN under the section which includes communication tools. The Contractor will also build and maintain an Internet-based system to house vital data reports and files that can be accessed by Department staff.

7.2.3.1

Scoring materials for data checking

The Contractor will develop quality control procedures to be used during the scoring of examinee response documents. The Department and the Contractor will independently verify all answer keys. The Respondent must propose a method for efficiently checking scores. Most quality control measures should be software-based. The Contractor will provide documentation of these procedures for approval by the Department. The Contractor's software development team and the psychometric staff must work closely to achieve this goal. All statistical formulas based on Contractor developed software (e.g., point biserial) must be verified by applying data sets that have been previously verified by another method. The Contractor must provide the Department with the ability to verify these calculations by applying the data sets with known outcomes. This could be accomplished by running the scoring software applications on a simulated set of data versus data derived from a real test administration. The Department reserves the right to use its own data sets and procedures to verify the accuracy of scoring and statistical algorithms. The data sets used for verification may be very small, involving 10-50 cases. The software code underlying the scoring of all FTCE and FELE examinations should allow for changes in the number of test items being administered down to a small sample size.

The Contractor will provide the Department with the data verification documents that were used in the quality control of the scoring process. The scoring data verification documents will show all hand calculations used to derive an examinee's score. The documents will show the formulas used for computation and the examinees' scores at various points in the computational sequence. When possible, the Contractor's development of the scoring data checking forms will be determined with input from the Department. When possible, for the Contractor's scoring data verifications, three examinees should be selected at random within each scoring category (i.e., one low score, one at or just above the minimum passing score, and one high score) for all tests administered. The Contractor will post all data checking materials on the secure FTP site. The Department will provide the contract vendor with copies of the formats of all the data reports mentioned in this section.

7.2.3.1.1

Pre-administration data checking

During the first week of every month, prior to the operational month, the Contractor will produce for the Department the eight (8) data reports listed below for pre-administration data checking. The Department is firm on these timelines; however, the Contractor can propose shorter timelines for the delivery of these reports. Department approval of pre-administration scoring procedures is required each month before operational administration commences.

- 1) Electronic Scale Score Conversion tables by form (fields with established cut scores);
- 2) All applicable scoring memos, including equating/cut score plans;
- 3) Equal Percent, p-value base form designations, and equating spreadsheets for all active test forms. The sheet will be for active test forms by month. The Contractor will need to update this document with the operational month's form information, such as list of omitted items; number of items scored; cut-score; equating method used and, where appropriate; applicable slope, intercept, and base form cut-score information.

- 4) Updated equating history spreadsheet for all active forms;
- 5) Computer-generated answer keys for new and revised forms;
- 6) Equating output documents for revised forms for which pre-equating analyses were conducted;
- 7) Scoring/Scaling Spreadsheet. This spreadsheet should be configured for the active test forms for the appropriate scoring cycle. This Excel document should include worksheets with formulas to convert "raw scores" to "scale scores" for the following examinations: multiple-choice only with no equating; multiple-choice with equating; multiple-choice with performance components (Angoff equated English, German, and FELE); multiple-choice, performance components and oral examinations (French and Spanish); and part two (2) of the Speech 6-12 examination. The Contractor will need to update the report with the form information for the operational month.
- 8) Answer key and score conversion tables as electronic files configured for Department use in the score audit SAS programs.

7.2.3.1.2

Post-administration data checking

On a bi-weekly basis, the Contractor will produce data reports/data files as indicated below for the Department's use in completing post-administration data checking. The Department must approve all scores before official scores are released to examinees and institutions. The Department is firm on these timelines.

- 1) Executive Summary- This summary will provide a comparison of the current form statistics to the baseline summary statistics over the last twelve (12) months. The report will include number of examinees tested, % re-tested, cut score, total items, preliminary pass percent passing rate, average scale scores, average p-value, KR-20 reliability, standard deviation, standard error of measurement (SEM) and Brennan-Kane (BK) index. The final version of this report will be submitted with the Final Item Analysis Report (as indicated within Attachment '18').
- 2) Preliminary Item Analysis Documents (three reports)
 - a) Item Results Report: This report includes the percent and number of responses to each possible choice (i.e., left blank, response to distractors, correct choice) for every multiple-choice item by form. The report should also include p-value, point-biserial and item discrimination indices.
 - b) Preliminary Item Analysis Report: This report will include a summary page with basic statistical measures that include: mean, mode, median, standard deviation, minimum, maximum, range, number of examinees, total items, averages of both p-values and point biserials, KR-20 reliability, SEM, BK index, cut-score for every form, item results reports in section a) (above paragraph) frequency distribution on multiple-choice total score, items with low difficulty (p-value <0.5 current administration only), items with low point bi-

serial (<0.2 current administration only). These requirements are explained further in the Preliminary Item Analysis section (7.2.3.2) of this ITN.

- c) Form Statistics Report: This is a one-page summary report that includes the number of examinees, total items, mean, mode, median, standard deviation, minimum, maximum, range, averages for both p-values and point biserials, KR20 reliability, SEM, BK index, and cut-score by form administered.
- 3) Data files of raw scores and final scores configured for Department use in score audit SAS programs.
 - a) Multiple-choice raw response file: Includes all examinees' responses to examinations with multiple-choice items.
 - b) Score Reporting file: Includes the scale and raw scores for all examinees in the scoring cycle that will be sent a score report.
 - c) Performance Component raw response file: Includes the scores (rater scores, raw scores, composite scores, scaled scores) for examinations with performance components.
 - d) Raw score to scaled score files: These two files include the raw score to scaled score conversion tables for both FTCE and FELE.
 - 4) Quality Control Roster and Quality Control Summary Reports
 - a) Field Summary Report: This summary report includes the number of examinees and basic statistics such as number and percent passing, omit and scoreable item counts; average raw and scaled score by form.
 - b) Quality Control Roster: Includes examinee score history for all examinees (in alpha order) taking examinations during the scoring cycle.
 - 5) Scoring/Scaling Spreadsheet: This spreadsheet should be configured for the active test forms for the appropriate scoring cycle. This Excel document should include worksheets with formulas to convert "raw scores" to "scale scores" for the following examinations: multiple-choice only with no equating; multiple-choice with equating; multiple-choice with performance components (Angoff equated English, German, and FELE); multiple-choice, performance components and oral examinations (French and Spanish); and part two (2) of the Speech 6-12 examination. The Contractor will need to update the report with the form information for the operational month.
 - 6) P-Value base form Equal Percent and Equating Spreadsheet for the active test forms: The sheet will be for active test forms by month. The Contractor will need to update this document with the current month's form information such as list of omitted items, number of items scored, cut-score, equating method used and, where applicable, slope, intercept, and base form cut score.

- 7) Sample Individual Score Reports (ISRs): PDF copies of ISRs will be furnished to the Department. There will be three (3) randomly chosen copies furnished (one low score, one at or just above the minimum passing score, and one high score) for all examinations administered.
- 8) Score release summary reports: This report will include the number of score reports sent to examinees and institutions and the number of records transmitted to the Bureau of Educator Certification (BEC). There will be one report for FTCE and one report for FELE.
- 9) Answer Keys: The Contractor will update answer keys for all examination fields as one text file for every form that is administered.

7.2.3.2 Preliminary item analyses for data checking

These item analyses will show the number and percent of all examinees choosing each multiple-choice response, omitting a response, as well as other criteria outlined below in this section. The Contractor will not release score reports until the Department has given its approval. The Department will approve the release of scores once all the post-administration data documents listed in the section above have been verified. This preliminary item analysis report will be submitted with the scoring data and materials provided to the Department for data checking on the secure FTP site.

Item analyses must include at least raw summary statistics and frequency distributions, discrimination indices for each item, corrected point-biserial correlations between each item and the total subtest score, and KR-20 reliability coefficients for each subtest. The discrimination index will be the standard "D" index, the difference in proportion correct between the upper and the lower 27% of examinees and the Brennan-Kane classification index. In the planning stages of the contract, the Contractor may propose alternative statistical procedures for the Department's consideration.

The Contractor will be responsible for producing accurate data analyses and reports. The Contractor will propose preliminary analyses as are appropriate and will check the analyses for accuracy.

7.2.3.3 Final item analyses

As described in the timeline in Attachment '18', the final item analyses reports for all tests will be submitted via the secure FTP site. The final item analyses will show the number and percent of examinees choosing each multiple-choice response and omitting a response for the following groups:

- 1.) all first-time takers
- 2.) racial/ethnic groups (all and first-time takers)
- 3.) gender groups (all and first-time takers)

These final item analyses reports will also include all of the item analyses criteria outlined above in the Preliminary Item Analysis section.

- 7.2.3.4 Scoring rosters in alpha and SSN order
As described by the timeline in Attachment '18', the Contractor will provide the Department with a list (i.e., roster) of examinees, *in alphabetical order (last name first) and a list of examinees in Social Security number order*. The list will include the examinees' raw scores, performance scores if applicable, and scaled scores for each CBT. The Contractor will submit both scoring rosters via the secure FTP site and a CD/DVD for each roster.
- 7.2.3.5 Score frequency distributions for each test
As described in the timeline in Attachment '18', the Contractor will report the score frequency distributions for each test for the following categories: all examinees, all examinees by racial/ethnic group and gender, and all first-time examinees, first-time by racial/ethnic group, first-time by gender, and all examinees. An example of this report will be available for viewing at the Department's Purchasing Office. This report will be submitted via the secure FTP site.
- 7.2.3.6 Mean and standard deviation
As described in the timeline in Attachment '18', the Contractor will report the mean and standard deviation for the following categories for each test: all examinees, all examinees by racial/ethnic group and gender, and all first-time examinees, first-time by racial/ethnic group, first-time by gender, and all examinees. An example of this report will be available for viewing at the Department's Purchasing Office. This report will be submitted via the secure FTP site.
- 7.2.3.7 Equating statistics and materials
As described in the timeline in Attachment '18', the Contractor will report equating statistics and provide equating documents as specified by the Department. The Department will supply the Contractor with equating materials for the test forms given to the Contractor at the beginning of the contract. This report will be submitted via the secure FTP site.
- 7.2.3.8 Differential analysis
As described in the timeline in Attachment '18', all tests that meet the specifications of the Department (i.e., the number of examinees required for each focal group as specified by the Department) including General Knowledge and FELE, differential item functioning (DIF) analyses to detect possible item bias will be conducted by the Contractor, using at least two procedures such as standardized mean differences [Zwick, R., Donoghue, J. R., & Grimes, A. (1993) Assessment of differential item functioning for performance tasks. *Journal of Educational Measurement*, 30, 233-251.]; the Mantel-Haenszel procedure [Mantel, N. & Haenszel, W. (1959) Statistical aspects of the analysis of data from retrospective studies of disease. *Journal of the National Cancer Institute*, 22, 719-748.]; or the Linn and Harnisch procedure [Linn, R. L., & Harnisch, D. (1981) Interactions between item content and group membership on achievement test items. *Journal of Educational Measurement*, 18, 109-118.]. DIF analyses are conducted according to White, Black, and Hispanic racial/ethnic groups and by gender. Values for items resulting from these analyses will be included in the item banking system. Changes in DIF values will be analyzed by the Contractor and reported to the Department. If a test form has not met the Department's specifications for DIF within the timeline in Attachment '18', the Contractor will produce a full DIF analysis report annually for all forms that have met the Department's criteria. These reports will be submitted via the secure FTP site.

- 7.2.3.9 Master key files
Master key electronic files are electronic files containing all of the answer keys for all forms for all examinations. A format will be provided by the Department in addition to a sample file. The master key electronic files will be updated in accordance with the timeline described in Attachment '18'. If a new form is developed, the master key electronic files will also be updated. This report will be submitted via the secure FTP site.
- 7.2.3.10 Produce the passing rates reports for teacher education programs
As described in the timeline in Attachment '18', the Contractor will produce reports of passing rates for State of Florida approved teacher education programs and scale scores in accordance with Title II guidelines for the National Report Card. The Department reserves the right to add/change the data and format of any reports needed for Title II reporting if the requirements under that section are amended. These additions/changes will be at no cost to the Department. The Department will provide a file of approved program graduates for each report, and the Contractor will format and distribute each report. Upon Department approval, the Contractor will produce and deliver two hard compact disks of each report to the Department and provide an electronic file that will be submitted via the secure FTP site.
- 7.2.3.11 FELE percent passing by university and group
As described in the timeline in Attachment '18', the Contractor will provide a summary report by college/university, showing percent passing by subtest per group (all examinees, white, black, Hispanic, other, male, female) A report will be sent to each college/university with four or more students taking the FELE examination within a month. This report will be submitted to the Department via a secure FTP site.
- 7.2.3.12 FELE item performance
As described in the timeline in Attachment '18', the Contractor will provide an electronic summary report by college/university showing item performance for all examinees. A report will be sent to each college/university with four or more students taking the FELE examination within a month. This report will be submitted to the Department via the secure FTP site.
- 7.2.3.13 Score history data (FTCE Scores) for Florida educational institutions
The Contractor must distribute, upon request, the FTCE score history data (pass/fail scores and scale scores) to colleges of education at colleges, community colleges, and universities in Florida who have given the Contractor a list of their students' Social Security numbers (SSNs) in Excel or some other format acceptable to the Contractor for matching to the data base via compact disk. The report will provide accumulated data for a minimum of one year for first-time and retake examinees. The data will be delivered via a system by which each report is archived and is accessible by institutions. In addition to the individual score histories, institutions must be able to request and access the following information: the number of attempts by examinees enrolled in their institution and a score summary report (illustrating the distribution of scale scores and means by test) for the requested institutional population.
- The pass/fail data are not submitted to the Department; however, the Contractor must submit to the Department a record of which colleges and universities have been sent the pass/fail data. This record will be submitted to the Department on a quarterly basis. The record must include the date the Contractor received a request from the college or university and the date that the Contractor

sent this information to the college or university. The college or university representative and contact information must also be included. The Contractor must send the pass/fail data to the college or university within fourteen (14) calendar days from the date of the request. If the compact disk sent by the college or university needs correction, the Contractor will notify the college or university of the correction needed within seven (7) calendar days.

Within one (1) year of the execution of the contract, these data reports will need to be submitted to colleges and universities via an approved electronic method. This information will then need to be available to universities and colleges via a database query process on a secure Internet connection.

7.2.3.14

Percentage correct by competency area for Florida educational institutions

Florida colleges and universities periodically request performance data by FTCE competency area for their students. The Contractor must distribute, upon request, the FTCE percentage correct by competency area to colleges and universities in Florida who have given the Contractor a list of their students' Social Security numbers electronically. The report will provide accumulated data for a minimum of one year for first-time and retake examinees. The institutions must have the ability to specify target populations by inclusive dates and subgroups identified by the institutions (e.g. completers or examinees enrolled in specific programs). The performance data by competencies are not submitted to the Department; however, the Contractor must submit to the Department a report of which colleges and universities have been sent the competency data. This report will be submitted to the Department on a quarterly basis via a secure Internet-based system. The record must include the date the Contractor received a request from the college or university and the date that the Contractor sent this information to the college or university. The college or university representative and contact information must also be included. The Contractor must send the pass/fail data to the college or university within fourteen (14) business days from the date of the request. If the compact disk sent by the college or university needs correction, the Contractor will notify the college or university of the correction needed within seven (7) business days.

Within one (1) year of the execution of the contract these data reports will need to be submitted to colleges and universities via an approved electronic method. This information will then need to be available to universities and colleges via database query process via a secure FTP site.

7.2.3.15

Maintain Historical Master files (HMF)

The applicant and examinee history must be updated, as described in the timeline in Attachment '18', and provided electronically to the Department. For the life of the contract, the Contractor will maintain two comprehensive historical master files, one for FTCE and the other for FELE. Both files contain current examinee registration information and all score information from the beginning of the FTCE/FELE program through the end of this contract. These files must be maintained in a secure fashion. As a starting point upon execution of the contract, the Department will provide the Contractor with an electronic copy of the current historical master files. The Department will also provide the specifications and file layout. The historical master file must be continually updated to show current name, address, and other registration information supplied by the examinee. For the test administration dates within the contract period, there will be a cumulative record of tests taken and test scores. Highest scores will be indicated on score reports, but records of all tests attempted must be kept. At a minimum, the file must show each time the examinee registered for a test, took a test, and earned a score. This master file has a large record width of between 2500 and 3000

fields; currently the number of records is 2,700 and the file size is approximately 2.5 gigabytes. The historical master file contains all information collected regarding each examinee from the beginning of the FTCE/FELE assessment process. Full records are available from 1988 to the present and partial records from 1980 to 1988. This includes all registration information, all examination response information and all score reporting information for all examinees since historical records were collected. At the conclusion of work on this contract, the Contractor must ensure the Department has the most recent update. A sample format will be available for viewing at the Department's Purchasing Office. The Contractor will submit this report via a secure FTP site and secure Internet-based system that allows the Department to access the comprehensive FTCE and FELE historical files by using a password.

7.2.3.16

Maintain Cumulative files

As described in the timeline in Attachment '18', a cumulative file will be submitted via a secure FTP site and a secure Internet-based system. The file will include SSN/Identification number, test date, scale score, raw score, SAE code, and General Knowledge subtests. A separate file for FELE will also be maintained, including SSN/Identification number, test date, scale score, and subtest taken. The Department will provide both the current FTCE (including General Knowledge) and the current FELE cumulative files electronically to the Contractor.

7.2.3.17

Update item bank history and item bank statistics

As described in the timeline in Attachment '18', the item bank history/item bank update of statistics must be updated for all tests including General Knowledge, FELE, each Subject Area Examination (SAE), and Professional Education. For General Knowledge, Professional Education, and the SAEs, all test items are listed with a unique identification number order and statistics are reported cumulatively and for the most recent five preceding administrations in which the items were used. The FELE report will be organized by domain, competency, and skill number. For each item, the report currently presents the date tested, key, test form, test sequence number, *p*-value, point biserial, and corrected response statistics. These statistics are based on all examinees for a particular administration. In the planning stages of the contract, the Contractor may suggest alternative statistical analyses for the Department's consideration. This report will be submitted via the secure FTP site.

Work Tasks Section 7.2.3

- Produce all data reports in accordance with the timelines established in Attachment '18'.
- Produce all Scoring Materials for Data Checking- both Pre-Administration and Post-administration.
- Produce Preliminary Item Analyses for Data Checking.
- Produce Final Item Analyses.
- Produce Scoring Rosters in Alpha and SSN order.
- Produce Score Frequency Distributions for each test.
- Produce Mean and Standard Deviation Report.
- Produce Equating Statistics and Materials.
- Produce Differential Analysis.
- Produce Master Key Files.
- Produce and distribute the Passing Rates Reports for Teacher Education Programs.
- Produce and distribute FELE Percent Passing by University and Group.
- Produce and distribute FELE Item Performance.

- Produce and distribute Score History Data (FTCE Pass/Fail Scores) for Florida Educational Institutions.
- Produce and distribute Percentage Correct by Competency Area for Florida Educational Institutions.
- Produce, submit, and maintain Historical Master files (HMF).
- Produce, submit, and maintain Cumulative file.
- Update the item bank history and item bank statistics.

7.2.4 Designate/establish holistic scoring center(s)

The Contractor will establish a holistic scoring center/centers where the performance components of FTCE/FELE examinations are scored. The scoring center should be equipped with a conference room, or series of rooms, that can comfortably accommodate the holistic raters during rating sessions. The conference rooms shall also be equipped with cameras so that the Department can monitor rating sessions as needed. The video and audio feed from the cameras should be streamlined to a private FTP site. The Department would also like the Contractor to prepare a SOW where all performance components are scored by raters via computer at center/centers rather than by paper and pencil. The SOW shall be delivered within six (6) months after the execution of the contract. The Department will have final approval before the Contractor institutes computer scoring for the holistic process. The Department will not accept any plan or proposal to implement any distributive scoring (i.e. raters scoring from home); except for the performance component of FELE. If the Contractor cannot meet the delivery date, it will need to specify in writing to the Bureau Chief of the Postsecondary Assessment Office and request an extension. Once the Department has analyzed and reviewed the SOW, the Department will approve, reject, or make changes in writing within thirty (30) days of receipt. It is important to note that the Department will hold the contracted vendor to the delivery date and any delays could result in financial penalties. The SOW will be amended into the contract if the Department approves the SOW.

7.2.4.1 Recruit qualified holistic raters

Qualifications of the various types of raters must be based on background, experience, and performance beyond the minimum qualification of a bachelor's degree. As part of the holistic scoring plan, the Contractor must document the experience of the raters in scoring other performance tests and how these raters will be specifically trained to score the FTCE and FELE tests.

For raters who are professors at universities and/or community colleges, the subject area scored must be their area of specialty. Each rater who is a Preschool-Grade 12 teacher must be state-certified in the appropriate area and have at least five years' teaching experience in that area or have other credentials approved by the Department. The Department will provide lists of the current experienced scoring personnel. The Technical Reply should include a description of the proposed number of raters needed and a description of how the raters will be recruited and selected.

At least one month prior to the scoring session in which they are schedule to participate, the Respondent will submit the names and vitae of the raters to the Department for approval. The Department reserves the right to reject the Respondent's selection of a rater. In these cases the Respondent will provide an acceptable replacement. The selected raters should be representative of the diverse population demographics.

The Respondent's Technical Reply must include an analysis of the number of raters who must be hired to complete the scoring within the designated time frame. The analysis must include the number of responses each rater must score.

The Respondent will propose rates of pay for the raters; these funds must be included *only* in the Price Reply. The current rates are available in Attachment 12. In the reply, the Respondent should include timelines for rating sessions (i.e. number of days to complete scoring) for each field and combinations of fields.

Personal information about raters hired by the Contractor is not proprietary to any Contractor who conducts scoring on behalf of the Department. A cumulative file of raters will be maintained by the Contractor and made available to the Department via a secure FTP site.

7.2.4.2

Train raters

The Contractor will be responsible for coordinating and conducting the training of the holistic scoring raters. The purpose of the training is to assure that each rater meets the Department's standards for holistic scoring. The training process is essential so that scores assigned to examinee responses provide valid and reliable information about that examinee's proficiency. The training process must take place prior to each scoring session even if raters have participated in similar training in the past. Current Chief Raters (CRs) and Assistant Chief Raters (ACRs) will train the awarded Contractor's performance scoring staff and those persons the Respondent has proposed to be CRs/ACRs, table leaders, and other scoring personnel, as needed.

All raters, current and new, will complete training at the beginning of each scoring session. Additional procedures may need to be developed to extend the training of new raters. Training will be conducted by the person designated as the CR/ACR. The Department will provide guidelines for the qualifications for CR/ACR and their alternates and must approve the designation of CRs and ACRs. Training in all the scoring rooms will be under the direct supervision of the Contractor's Scoring Director. The techniques used in training will be developed through discussions between the Contractor and the Department. The Department will make specific recommendations about techniques to incorporate in training to ensure that raters understand and use common rubric terminology and follow proper holistic scoring procedures. The Department will have final approval of all training procedures and will provide current training materials upon contract execution.

7.2.4.3

Rater reliability

As described in the timeline in Attachment '18' the Contractor will provide reliability reports for each rater as well as reliability reports for all raters as a group for the performance sections of the appropriate tests, as specified by the Department. The rater reliability data will be submitted via the secure FTP site. Additionally, the Contractor will be required to implement a backreading process and system to monitor the raters' scoring reliabilities during the scoring session. The Department will work collaboratively with the Contractor to develop and approve this system.

7.2.4.4

Process rater responses

The Department requires prompt and accurate analysis of scoring data. In the current scoring procedures, raters independently write and bubble scores on the scoring forms for all performance components; these scores are blind ratings. The forms reflect the scoring rubric scale points defined by the Department for each applicable examination and include sections for two raters'

individual responses and a scoring supervisor's response, if needed for discrepancy resolution. The scoring forms for all performance ratings are scanned onsite by the Contractor. The Contractor will use the Department approved score discrepancy models for ensuring that each product is scored independently. At each scoring session, the Contractor will utilize a computer software program to screen a sample of examinee responses for each of the holistically scored subject areas (i.e., General Knowledge, English). The purpose of this scan is to determine prompt exposure and to identify incidents of cheating or pre-prepared responses. The Contractor can utilize a proprietary system for this purpose, or can utilize a subcontractor for this process. Within ninety (90) days of the execution of this contract, the Contractor must successfully demonstrate to the Department the effectiveness of this process. The sample size of scanned responses must be consistent with the number of examinees and based upon that proportion, or be done on an ad hoc basis incident to a cheating or invalidation investigation. CRs and ACRs should also have the ability to use this system during scoring sessions where they feel such a scan is warranted.

If the Respondent is currently capable of scoring the performance components electronically, they will need to explain in detail how rater responses will be processed.

7.2.4.5 Score the performance section of the Speech 6-12 examination

The Contractor must supply the examinees' taped speeches from the test sites. Each speech must be three-to-five minutes long, and the examinee has 45 minutes to prepare the speech. Two Contractor staff persons must be present: one to coordinate the scoring session and one to operate the equipment and verify the scoring responses. The Speech 6-12 examination requires a scoring supervisor and two raters. The CR/ACR and the raters will all score the speeches at the same time; the scoring supervisor's score will be used only if discrepant scores are identified.

7.2.4.6 Score the performance sections of the French, German, and Spanish examinations

French and Spanish essays are approximately 150 words long. Each German examinee writes two short essays with a minimum length of 50 words each, or approximately two pages total. The speaking sections for French and Spanish are presently scored in a language lab with carrels that can accommodate the audiocassette tape, CD, or other digital format and allow for pausing, stopping, and rewinding the tape as necessary while the rater listens through headphones. The respondent may offer an alternative to scoring French and Spanish in a language lab, as long as test security, scoring accuracy, and scoring reliability can be maintained. Currently the German examination includes a selected interview topic and a tape-recorded one-on-one interview with a live interviewer. The French examination requires a CR, two raters for every 25 examinees, and one Contractor staff person. The German examination requires a CR, two raters, and one Contractor staff person. (Note that the number of German examinees is not large; there were only 15 examinees for all administrations in calendar year 2009.) The Spanish examination requires a CR, two raters for every 25 examinees, and two Contractor staff persons.

7.2.4.7 Score the performance sections of the General Knowledge Test and the English examinations

The same raters can be trained to score the essay portions of the General Knowledge Test and the English subject area examinations. Scoring the performance sections of both examinations takes approximately four eight-hour days. The same essay topics appear on both the English 5-9 and English 6-12 examinations; therefore, they are scored in one session. The General Knowledge Test, English 6-12, and MG English 5-9 essays are typically no longer than four pages. The Department does not specify the minimum or maximum length for these essays. Examinees, in

practice, are limited by the number of minutes available. The Department does not have data revealing the average number of words per essay. Because of the volume of essays associated with these tests, the Contractor will need to provide two staff persons. One will coordinate the scoring sessions, and another will monitor the distribution of essays and verify that scoring forms have been marked correctly. In addition to a CR/ACR, the Contractor will identify table leaders. The CR/ACR and table leaders monitor the scoring through periodically reading essays from the individual raters' packets and checking the scores (i.e., backreading). Validity checks whereby pre-scored papers are introduced into the rater's scoring queue should also be used to validate scoring accuracy. A rater training, calibration, and qualification session must be held before live rating of examinee responses begins. The training session will include examples of essays at each level of the score scale. Raters will then be asked to score ten (10) qualification essays. Raters who do not perform (i.e., score essays accurately) at a minimal acceptable level of 80% (aligned or adjacent score points) from the ten (10) set packet will receive additional calibration and training at the session and will only be allowed to do live scoring if they ultimately meet the qualification criteria stated above.

7.2.4.8

FELE rater training and essay scoring

For FELE raters, educational leadership content knowledge will be required as well as English language skills. Raters will need to present credentials in both of these areas of the test content. Raters must be active or retired K-12 school administrators (no more than two years since retirement) from a school district and currently have school administrator state certification or once held school administrator state certification. If the experience of FELE raters is not Florida-based, rater training must include information regarding the Florida school grading and accountability system. A rater training, calibration, and qualification session must be held before live rating of examinee responses begins. The training session will include examples of essays at each level of the score scale. Raters will then be asked to qualify by scoring ten (10) essays. Raters who do not perform (i.e., score essays accurately) at a minimal acceptable level of 80% (aligned or adjacent score points) from a ten (10) set packet will receive additional calibration and training at the session, and will only be allowed to do live scoring if they meet the qualification criteria stated above.

Within three (3) months of execution of the contract, the Contractor will deliver a SOW describing a functional distributed scoring process for FELE only. This system must allow a select number of Florida-based principals and district leaders to remotely access live test responses for the FELE Written Performance Assessment (WPA) and provide scoring feedback within a restricted timeframe. Once the Department has analyzed and reviewed the SOW, the Department will approve, reject, or make changes in writing within thirty (30) days of receipt. The SOW should include, at a minimum, the method in which the responses will be accessed, how the scores will be reported back to the Contractor, released to examinees, and the security measures that will be enacted to ensure the validity of the scoring process. Within this SOW, the Contractor will be required to propose a process for training and calibrating the Florida-based raters. Face-to-face meetings between the Department, the raters and the Contractor will be required at a minimum twice per year. The Contractor will be responsible for using Reimbursable funds for these meetings to pay for the rater's' travel, per diem, stipend and/or substitute reimbursement. Once the Department has agreed to the design and implementation of the distributed scoring process, the deadline for full implementation will be no longer than six (6) months after the Department's approval. If the Contractor can not meet the delivery date, it will need to specify this in writing to the

Bureau Chief of the Postsecondary Assessment Office and request an extension. Once the Department and Contractor have agreed upon the final SOW, the distributed process for scoring FELE will be amended into the contract.

Work Tasks Section 7.2.4

- Establish and maintain a Holistic Scoring Center
- Recruit qualified raters that meet Department criteria; the Department will review rater applications and make final judgments regarding rater approval.
- Train approved raters in accordance with Department policies
- Maintain and produce Rater Reliability reports
- Process Rater Responses
- Score the performance component of the Speech 6-12 examination in accordance with Department policies
- Score the performance component of the foreign language examinations in accordance with Department policies
- Score the performance component of the General Knowledge Essay and English Examinations in accordance with Department policies
- Score the performance component of the FELE essay in accordance with Department policies
- Deliver an SOW for a functional FELE distributed scoring system

7.2.5 Design and implement a minimum scoring model for the applicable examinations in the FTCE/FELE program

During the life of the contract, the Contractor will be required to develop, or have the ability to design and implement, a minimum allowable scoring model. The scoring model will likely be used for the FTCE Elementary Education K-6 Examination. The Contractor will need to verify the scoring model is operational using data that have already been verified by the Department. The Department will work with the Contractor during the research phase and will provide approval of this model in writing.

Work Task 7.2.5

- Design and implement a minimum scoring model for the applicable examinations during the life of the contract
- Accurately administer, score, and report a fully implemented minimum scoring model for the Elementary K-6 exam
- Revise ISRs as needed to accommodate for the implemented minimum scoring model

7.2.6 Field test items

Field testing is operationally defined as gathering item response data from newly developed or revised test items through the administration of the items on a form of an FTCE/FELE test administered statewide. The Contractor, in consultation with the Department, will develop a plan for field testing new items the Department develops for all tests (including FELE). The plan must include all subject area examinations in the FTCE/FELE program including both speeded and non-speeded examinations. Within the first three (3) months of the execution of the contract, the Contractor will first use tests that are non-speeded; the term *non-speeded tests* is operationally defined as those tests in which 90% of examinees complete the test early. The field test items shall not be counted in the raw/scale scores and will be placed on the form based on the Department's designation and research conducted in conjunction with the awarded Contractor. The awarded Contractor, in consultation with the Department, will need to develop a plan for field testing on all

speeded tests as well. Within thirty (30) days of the execution of the contract, the Contractor will submit a plan for field testing items. Upon receipt of this plan, the Department will have thirty (30) days to respond in writing either approving or rejecting the plan. Once the plan is approved and finalized, the field testing of FTCE items will commence within ninety (90) days. Field testing for all examinations will begin within thirty (30) days of Departmental approval of the proposed field testing plan.

Work Tasks Section 7.2.6

- Field test items on examinations that are determined to be speeded and non-speeded tests.
- Develop a plan for field testing all subject area examinations within thirty (30) days of the execution of the contract.
- Within ninety (90) days of Department approval, all examinations (speeded and non-speeded) in FTCE program will have field testing capabilities.

7.2.7 Produce technical report for administration activities

For each calendar year, the Contractor will produce an Annual Technical Report describing the test administrations in that calendar year. The Department and the Contractor will work cooperatively to develop the content, format, and statistical information for the report. The Department will provide copies of previous technical reports to use as exemplars of this product. The MS Word formatted document will be composed as a single electronic file and the report will include at least the following:

Table of Contents (hyperlinked)

- Introduction
- Description of the Tests
- Test Administration and Scoring Procedures
- General Description of Form Development and Content Specifications
- Summary Statistics
- Performance Scoring Reliability Studies
- Psychometric Characteristics of the Tests
- Bibliography
- Appendices

Computer data analyses to be included in the report will be determined jointly by the Department and the Contractor. Data will need to be reformatted, consolidated, or altered for graphic displays. The Contractor will create first and second drafts of the report for the Department's review and revision. For each draft, three copies will be submitted. Upon written approval by the Department, the Contractor will produce a final, ADA complaint, camera-ready version. The Contractor will send the Department twenty (20) printed and bound copies of the report and two copies via the secure FTP site, one in an electronic file format acceptable to the Department and one formatted as an .rtf file. Also, the Contractor will submit original versions of all tables, figures, and printouts.

The Annual Technical Report for the preceding calendar year will be due in final form on March 31. Interim dates for draft versions will be mutually agreed upon by both parties.

Work Task 7.2.7

- Produce, print, and distribute twenty (20) bound copies of the Final Annual Technical Report by March 31st of every year.

7.2.8 Design and implement a secure website for colleges and universities to access program level data

The Contractor will design and implement a secure website, which can be linked to the examinee registration website, which allows Florida's private and public colleges and universities access to student level data. The website must be operational within six (6) months of the execution of the contract, and delays could result in Liquidated Damages. If the Contractor is unable to meet this deadline it will need to specify this in writing to the Bureau Chief of the Postsecondary Assessment Office. These data must be presented in a flat text file. The data to be included in the file for each institution will include:

- SSN
- Full Name (first, last, and middle)
- Examination Type
- Scale Score and raw score (only if examinee failed the examination)

The text files for each individual institution should only contain the students that selected their scores be sent to that institution and should only give data of students tested within the previous month. The text files will be updated monthly and the system should allow for institutions to actively manage archiving their reports. The Contractor will send an email notification to all colleges/universities informing them that their institutional level data is available.

Before the text files are posted to the website, the Contractor will need to develop a plan for checking the text files to ensure accuracy of the files. The Department will have final approval of the plan before it is implemented and may add additional reports as needed. It is important to note that if there are changes to the Title II reporting requirements or other state or federal legislation, additional data reports may be needed.

Work Task 7.2.8

- Within six (6) months of the execution of the contract, design and implement a secure website for Colleges and Universities to access specific examinee reports.
- Maintain and update college/university site throughout the life of the contract.

7.2.9 Establish an integrated historic applicant database

The Contractor will create and implement a secure internet-based system that allows Department staff to locate the complete registration and test administration history of any examinee, whether taking a paper-and-pencil test or a CBT. From this database, queries for data reports, as specified in this section, will be generated. Transmission of all data to the Department staff members shall be encrypted. The system will allow for searches by examinee Social Security Number (SSN) or name. The system will utilize the data from the HMF to provide the complete registration and administration history for any examinee. The Contractor and the Department will work together to design the format of user interface screens. The layout or image of the user screens will be the property of the Department and may be used in future ITNs or RFPs. Also, the underlying data from the historical master file will be the property of the Department. The underlying software code and architecture of the test administration and registration system will be the property of the Contractor. This reporting system will need to be operational within one (1) year of the execution of the contract.

7.2.9.1 FTCE/FELE reporting system

The Contractor will develop an Internet-based reporting system that allows access to FTCE/FELE reports via a secure password on the FTP site. For the purposes of this ITN document, this system will be referred to as the FTCE/FELE Reporting System. The system will be constructed and pilot tested during the first calendar year of the contract. Once the system is approved, it should be fully operational within one year from the date the contract is fully executed. All Internet-based transmissions of information from the vendor's computer network server to Department staff will be encrypted with SSL technology. The vendor may propose alternate security technology. The Department staff will be consulted regarding the design of the user interface to the Internet-based reporting system. All reports described in this section will be formatted so they can be downloaded to a Microsoft Excel spreadsheet or to a delimited ASCII file (user defined delimitation) as a user option from the report menu. During the time the Internet-based reporting system is being constructed, electronic copies shall be provided to the Department.

Work Tasks Section 7.2.9

- Within the first year of the contract, develop and establish integrated historic applicant database that will contain each applicant's entire registration and examination history.
- Within the first year of the contract, develop and establish the FTCE/FELE reporting system.

Provide Summary Data for Test Administrations

For all tests, the General Knowledge Test, the Professional Education Test, Subject Area Examinations, and the FELE, the Contractor will prepare summary data reports. Attachment '18' outlines these summary data reports as well as other scoring and data reports described in Section 7.2.

7.3 **TEST DEVELOPMENT, MEETING LOGISTICS and COORDINATION**

Per State Board of Education Rule 6A-4.0021 (a), Florida Administrative Code, The Florida Teacher Certification Exams shall be developed by the Commissioner of Education. During the course of this contract period, two different types of test development activities will take place. Regular test development activities and development activities articulated and paid for using Race to the Top grant funds. The Race to the Top grant will cover examinations containing Science, Engineering, Technology or Math (STEM) components, or subject area exams requiring alignment with the Common Core Standards. It is expected that Department staff will conduct all regular and Race to the Top subject area test development meetings internally, with assistance from the Contractor on logistics and other related activities. Providing sufficient funds exist, coverage of test development activities for subject areas not covered under Race to the Top or other selected subject areas as prioritized by the Department, the Contractor will be asked to provide an SOW (see section 7.3.5). The various work tasks and funding sources are noted within the respective sections of the ITN and must be identified separately within the price reply and for accounting purposes throughout the life of the contract.

Race to the Top Grant Funded Projects

7.3.1 Recruiting, Travel, and Test Development Logistics Coordination-Race to the Top Grant Subject Area Development

The Department will conduct internal test development activities for multiple Race to the Top grant funded subject areas throughout this contract term. The Contractor will be required to conduct recruiting, travel coordination, per diem, and stipend arrangements for the Subject Matter Experts (SMEs) who serve on test development committees. The Contractor will conduct editorial reviews and quality control on all products

associated with recruitment (e.g., Web pages, flyers, letters, packets, nomination forms, application forms, invitations, etc.), and to provide them to the Department for review and approval before their dissemination. Any PDF that is posted to the Web must meet the Department's requirements for ADA compliance (e.g., forms must be fillable). Funding for these meetings will come from reimbursable funds specified under the Race to the Top grant to pay for SME travel, per diem, stipend or substitute reimbursement. Attachment 12 lists the daily stipend or substitute reimbursement (this is paid directly to school districts to cover the costs for substitute teachers) rate for SMEs. The contractor should assume about \$500 per day per SME (the daily stipends or substitute reimbursement are included in \$500 per day per SME estimate). The Contractor will be required to keep all receipts, electronically, submitted by committee members for reimbursement for the entire term of the contract and are required to submit them to the Department, upon request.

Work Tasks Section 7.3.1

- Conduct recruiting, travel coordination, per diem and stipend arrangements for SMEs for test development committees.
- Conduct editorial reviews on all products associated with recruitment.
- Produce all materials associated with recruitment.
- All documents produced and distributed must be ADA compliant.

7.3.2 Test Development Materials Purchase and Coordination-Race to the Top Grant Subject Area Development
The Department will be conducting internal test development activities within the Race to the Top grant. The Contractor will assist the Department in identifying, locating, recommending, and purchasing relevant textbooks and materials. These materials will be used for test development activities; item writing activities, research, key validation, and score verification. The Department will make all of the final selections for these materials. The Department will direct the Contractor to use reimbursable funds to accomplish this task as these materials will be used incident to test development meetings throughout the various development cycles. Funding for these materials will come from the reimbursable funds specified under Race to the Top grant and will not exceed \$24,000 for duration of the contract period.

Work Tasks Section 7.3.2

- Assist in identifying, locating, recommending and purchasing relevant textbooks and materials for test development activities.

7.3.3 Pilot Testing for FTCE Written Prompts-Race to the Top Grant Subject Area Development
The Department will be conducting test development activities for FTCE subject area exams that contain written prompts (i.e., essays). These subject areas include, General Knowledge, English 6-12 and Middle Grades English 5-9. These newly written essays must be pilot tested in order to obtain sufficient anchor, training, calibration, and qualification sets. Pilot testing is operationally defined as gathering response data from newly developed or revised written prompts through the administration of the prompts to a representative sample of examinees. The Department will determine the number and composition of the pilot forms for the newly written prompts. The pilot test should be conducted with 25 or more persons (per prompt) who are senior level teacher education students in the State of Florida. The subject area requirement is not necessary for items assessing general knowledge (basic skills). Pilot testing may include students in educator preparation institutes (EPIS) or state universities or colleges. The pilot testing will occur using a computer-based platform where pilot examinees type their responses and submit them electronically. Universities and colleges from each region of the state will be used to provide statewide representation. The Contractor will be required to conduct all of the recruiting, logistics, and stipend

disbursement to pilot examinees. The results of the pilot test shall be imported by the Contractor into the LXR system, converted to PDF and presented to the appropriate chief raters for analysis and placement within the anchor, training, calibration, and qualification sets. The Department will approve all materials related to this section of the project. Funding for this pilot testing will come from the Race to the Top grant.

Work Task Section 7.3.3

- Conduct Pilot Testing for the written performance components of General Knowledge, English 6-12, and Middle Grades English 5-9.

Regularly Funded FTCE/FELE Test Development Projects

7.3.4 Recruiting, Travel, and Test Development Logistics Coordination-Regular Subject Area Development

The Department will conduct internal test development activities for multiple Department prioritized subject areas throughout this contract term. The Contractor will be required to conduct recruiting, travel coordination, per diem, and stipend arrangements for the Subject Matter Experts (SMEs) who serve on test development committees. The Contractor will conduct editorial reviews and quality control on all products associated with recruitment (e.g., Web pages, flyers, letters, packets, nomination forms, application forms, invitations, etc.), and to provide them to the Department for review and approval before their dissemination. Any PDF that is posted to the Web must meet the Department's requirements for ADA compliance (e.g., forms must be fillable). Funding for these committee meetings will come from the base contract reimbursable funds to pay for SME travel, per diem, stipend or substitute reimbursement this is paid directly to school districts to cover the costs for substitute teachers). Attachment 12 lists the daily stipend or substitute reimbursement rate for SMEs. The contractor should assume about \$500 per day per SME (the daily stipend or substitute reimbursement is included in \$500 per day per SME estimate). The Contractor will be required to keep all receipts, electronically, submitted by committee members for reimbursement for the entire term of the contract and are required to submit them to the Department, upon request.

Work Tasks Section 7.3.4

- Conduct recruiting, travel coordination, per diem and stipend arrangements for SMEs for test development committees.
- Conduct editorial reviews on all products associated with recruitment.

7.3.5 Test Development Materials Purchase and Coordination-Regular Subject Area Development

The Department will conduct internal test development activities for multiple Department prioritized subject areas throughout this contract term. The Department will need the Contractor's assistance in identifying, locating, recommending, and purchasing relevant textbooks and materials. These materials will be used for test development activities, including item writing meetings, research, key validation, and score verification. The Department will make all of the final selections for these materials. The Department directs the Contractor to use committee reimbursable funds to accomplish this task as these materials will be used incident to test development meetings throughout the various development cycles. Reimbursable funds for committee meetings will come from the base contract reimbursable fund. Reimbursable funds for these materials will not exceed \$9,000, per subject area annually.

Work Tasks Section 7.3.5

- Assist in identifying, locating, recommending and purchasing relevant textbooks and materials for test development activities.

7.3.6 Test Development Activities SOW-Regular Subject Area Development

Provided there is sufficient FTCE/FELE funding, the Department will require the Contractor to submit an SOW addressing test development activities for up to seven (7) FTCE subject area exams. This request will come from the Department in writing. These subject areas will include, but not be limited to the following subject area exams; Business Education 6–12, Computer Science K–12, and Technology Education 6–12. The four (4) additional subject areas will be determined by the Department. Prior to submitting the SOW, the Department will provide the criteria for conducting all of the test development activities; Competencies and Skills development and validation, item specifications development and validation, item writing, field testing, item validation, bias review, standard setting, test information guide development, and final test form implementation. The Contractor in turn will have thirty (30) days to provide the SOW to the Department. Upon receipt of this SOW, the Department will have sixty (60) days to respond in writing either approving or rejecting the plan. The Department will prioritize the subject areas to be developed as well as the timing in which they are developed. The Department shall have full and complete ownership of all test development materials developed pursuant to this Contract without limitation.

Work Tasks Section 7.3.6

- Provide the Department an SOW for development activities for Business Education 6–12, Computer Science K–12, and Technology Education 6–12 and four (4) additional subject areas determined by the Department.

7.4 **MANAGEMENT**

This section establishes specific requirements and general principles by which the project will be conducted. The Contractor will produce detailed procedural manuals describing how the requirements in this ITN document are being carried out and will provide the Department with electronic copies of these manuals. The Department may request new procedures or revisions of current procedures, as needed, to meet the demands and specifications of the project.

7.4.1 Provisions governing the work of the Contractor

The procedural requirements identified in this section govern the work of the Contractor. This section establishes specific requirements and general principles by which the project will be conducted. The work tasks described in the sections of this ITN reflect design, development, and implementation aspects of the FTCE/FELE program. In preparing a response, the Contractor should consider the following provisions governing the activities required by these sections:

- All procedures used by the Contractor to implement the work tasks identified in sections of this ITN must be approved by the Department, and all products must be approved by the Department at major stages of development. Any procedures not addressed in specifications required by sections of this ITN will be described in detail and included in the Test Administration Operational Plan and Scoring/Reporting Operational Plan. The Department reserves the right to determine specific details of work tasks and products. Changes to any agreed-upon procedures or product specifications must be approved by the Department.
- All materials and products produced by the awarded Contractor on behalf of, or in conjunction/concurrence with the Department shall remain the exclusive property of the Department.

- Design controls of all aspects of this project remain the total responsibility of the Department. Changes in the design made after the award of the contract will be at the discretion of the Department.
- The Department reserves the right to make changes in materials at any stage of the project.
- Products and procedures are modified to some extent at Contractor expense for each assessment. For example, modifications may be made to the design, format, or wording of products from one administration to the next. Modifications may also be required for other products and procedures such as data analyses, file formats, and report designs. Consequently, all products developed in relation to the FTCE and FELE assessments are to be produced in quantities only for the particular assessment.
- The Contractor will be responsible for providing the highest possible quality of all products. In consultation with the Department, the Contractor will provide effective writing as well as thorough editing and proofreading at all stages of development.
- The Contractor will designate a single point of contact for budget matters, including invoicing, accounting reports, and reimbursable categories.
- The Contractor's fiscal calendar must work concurrently with the State of Florida's fiscal year (FY). That is, all budgetary matters (e.g. invoicing) must take place based on the state's fiscal year of July 1st through June 30th

7.4.2 Operational Plan

The Operational Plan will include both the Administration and Scoring Time and Task Management Plans (TTMPs) and will serve as the primary management tools. The Contractor will provide and continually update these plans which will be available via a secure website or FTP site. Please note that samples of these management plans are located at the Department's Purchasing Office.

7.4.3 Contact and communication between the Contractor and the Department

The Bureau Chief of Postsecondary Assessment will be assigned to manage the contract resulting from this ITN document under the supervision of the Assistant Deputy Commissioner. The Bureau Chief of Postsecondary Assessment and the Assistant Deputy Commissioner must receive a response from the Contractor's Project General Manager within one business day of initiating contact by phone or e-mail during regular business hours of 8:00 a.m. to 5:00 p.m. A similar response time is required for requests made by the Department's project staff team members. If the Contractor consistently fails to meet this requirement, the Department will require staffing adjustments so responsiveness can be improved. If additional staff members are needed to meet the project needs, it will be at no additional cost to the Department.

7.4.4 Communication between the Contractor, districts, universities and Educator Preparation Institutes (EPIs)

With the exception of contracted test administrators, all communication between the Contractor and school districts, universities, and Educator Preparation Institutes (EPIs) must be directed through or approved by the Department. Memos required to implement various aspects of the assessment will be prepared by the Contractor and approved by the Department prior to release. Educator Preparation Institutes are located in some of the colleges and community colleges and generally offer training in competencies and skills that closely relate to the General Knowledge Examination and Professional Education Test for college graduates who didn't major in education. The EPIs may also offer four-year programs in other areas of education.

7.4.5 Communication tools

To meet timelines for completing work tasks, both the Department and the Contractor will use a secure FTP site provided by the Contractor, and provide a secure website for downloading specific data reports in addition to overnight express delivery of materials.

7.4.6 Reimbursable funding categories

The funding categories described in the following subsections are designated for specified project functions and may be used for those functions upon authorization by the Department. Amounts are designated for work tasks. Respondents will include these amounts in their price replies. Respondents shall adhere to Florida's Ethics Law, Section 112, F.S., as it will affect all educators receiving stipend or substitute reimbursement for services.

Monies not expended from these funds, listed in the subsections below, will be deducted from final contract payment of each fiscal year (June 30). The amounts specified in this section may be increased by an appropriately negotiated amendment at any time during the life of the contract. The amounts allocated for these funds will be identified separately in the Respondent's price reply.

The Contractor will submit an Accounting Report indicating expenditures from these funds and the balances remaining in these funds on a quarterly basis. The final contract invoice for each Fiscal Year (June 30) will be accompanied by the final balance sheet for these funds for that calendar year. The allowable reimbursable funds are listed in the subsections of this section.

There will be occasions when Department staff from outside the Office Assessment will participate in development, validation, research, and consulting activities related to this project. No Department staff shall be provided with stipends or additional funds external to their normal duties and responsibilities as state employees and Department staff.

7.4.6.1 Contingency services

Unforeseen circumstances may make it necessary or desirable to perform data analyses beyond those described herein or to handle unexpected data processing or materials acquisition requirements. Since these circumstances cannot be defined in advance, and since the Department must be able to request such extra services in a timely fashion so as not to impede implementation of the assessments, it is necessary to include in the reply an annual amount not to exceed \$30,000 for each fiscal year of the base contract period to be allocated for data analyses or other needed services as authorized by the Department. The reply should also include an additional annual amount not to exceed \$30,000 to be allocated for each year of the optional renewal period. These funds cannot be expended without explicit written Department approval.

7.4.6.2 Author's alterations and design control

The Department reserves the right to make changes in materials at any stage of the project prior to the final copy. Any changes to PDF or Word documents in the final production stage that are required due to Contractor error will be paid for by the Contractor. Otherwise, changes made to digital proofs will be paid for as author's alterations. If any alterations are necessary, the Department will identify in writing to the Contractor the alterations to be made. The Respondent will include in the reply an annual amount not to exceed \$30,000 for each fiscal year of the base contract period to be allocated for author's alterations as authorized by the Department. The reply should also include an additional annual amount not to exceed \$30,000 to be allocated for each

year of the optional renewal period. These funds cannot be expended without explicit written Department approval.

7.4.6.3

Consultant services

The Contractor will provide to the Department technical advice and consultant services, as required, from outside the Contractor's staff. Consultant(s) used in this area will be selected by the Department. The Contractor will include in the reply an annual amount not to exceed \$30,000 for each fiscal year of the base contract period for consultant stipend or substitute reimbursement and travel as authorized by the Department. The reply should also include an additional annual amount not to exceed \$30,000 to be allocated for each year of the optional renewal period. These funds cannot be expended without explicit written Department approval.

7.4.6.4

Key Validators

The Contractor will provide to the Department access to Key Validators on an ad hoc basis. When an examinee has challenged an item through score verification or via a declared intent to request an administrative hearing, Key Validators are an important and necessary part of the process. Key Validators are also used after a new form is developed and administered. The Contractor will be responsible for recruiting, reimbursing travel expenses, and providing stipend or substitute reimbursement for the Key Validators as the Department requests them. The Contractor will include in the reply the annual amount not to exceed \$40,000 for each fiscal year of the base contract period. The reply should also include an additional annual amount not to exceed \$40,000 to be allocated for each year of the optional renewal period. Key Validators will be approved by the Department and must be Florida-based educators, college faculty, district leaders, or educational leaders (school principals or assistant principals). The Key Validator fund will be used to pay for all travel expenses, per diem, and stipend or substitute reimbursement at a rate to be agreed upon by the Department.

7.4.6.5

Technical Advisory/Steering Committees for regular FTCE/FELE project areas

The Contractor must provide support services for a six to eight member technical advisory committee (TAC). The TAC will meet with Department staff for a two-day session once per fiscal year in Tallahassee prior to the annual contract management meeting. The purpose of the committee is to provide guidance and feedback on ways to improve all phases of the FTCE/FELE examination process. Membership will include representatives from school districts, colleges of education, and educator preparation institutes (EPs). The Contractor will schedule meetings, make site arrangements, and pay travel and per diem expenses for participants. During the contract period, the Contractor will provide support services for two additional meetings between the TAC and the Department which will be conducted as one-day interactive Internet-based seminars. The members of the technical advisory committee will be selected by the Department. The Contractor will include in the reply the annual amount not to exceed \$10,000 for each fiscal year of the base contract period for consultant stipend or substitute reimbursement and travel as authorized by the Department. The reply should also include an additional annual amount not to exceed \$10,000 for each fiscal year to be allocated for the optional renewal period.

7.4.6.6

Technical Advisory/Steering Committees for Race to the Top project areas

The Contractor must provide support services for a ten (10) to twelve (12) member FTCE Steering Committee (FSC). The FSC will meet with Department staff and leadership for a two-day session once per fiscal year at a centrally located location in Florida. The purpose of this committee is to

provide guidance and feedback on the FTCE examination process as it relates to the Race to the Top grant mandates. Membership may include representatives from school districts, colleges of education, and educator preparation institutes (EPIs), as well as nationally prominent researchers and practitioners in the areas of assessment, education, or curriculum design. Reimbursable funds for committee meetings will come from the Race to the Top grant to pay for these members' travel, per diem, stipend or substitute reimbursement. The costs associated with these meetings will be determined by the Department not to exceed \$10,000 for each fiscal year.

7.4.7 Management meetings and Department staff travel

The successful operation of the project will require regular monthly conference calls between the Department's project team and the Contractor's management team. Occasionally the Contractor may be requested to send one or two of the management team members to Tallahassee to meet and solve a pressing problem. It is not anticipated that this type of meeting will be needed more than four times per year. Also, there will be one face to face management meeting annually between the Contractor and Department staff. At the Department's request, the annual management meeting will take place at the Department. Respondents should anticipate that the first project management meeting will take place at the Department's headquarters during the 2011 fiscal year on a date to be determined by the Department. The Contractor will provide travel expenses for the eight management team members. The Contractor will also provide travel expenses for two Department staff to the holistic scoring center or other facilities related to this project or contract. Travel expenses include flights, rental vehicles, hotel/lodging, and any other associated costs. All travel must be in accordance with s. 112.061, F.S. The Respondent should plan on two Department visits each fiscal year for the life of the contract. The Contractor should also expect at least one to two unannounced CBT site visits each year; the CBT site visits will be at the Department's expense.

7.4.8 Creating Price Reply

The Department cannot estimate how many FTCE/FELE administrations (including DANTES and examinees requiring ADA accommodations) there will be in a given fiscal year.

Therefore, the Respondent will need to base its price reply on 100,000 test administrations (administrations are defined as tests taken, non-refunded absentees, and score verification sessions) for each fiscal year for the life of the contract. Any combination of subtests for General Knowledge (average examinee takes 3 of the 4 subtests), FELE (average examinee takes 2 of the 3 subtests), German or Speech 6-12 will count as one (1) administration. The Respondent will also need to provide a per examination cost if the total number of administrations exceeds 100,000 in a fiscal year. The per examination cost should be based on the format of the examination; for example a cost for multiple-choice only, cost for multiple-choice and performance component, cost for examination with only performance component, and cost for score verification. The "per examination" cost should include administration as well as the scoring/reporting of the examination. The Department reserves the right to modify or suspend all, or portions of, test administrations in the event of economic, legislative, or policy directives necessitating such actions.

7.4.9 Test security requirements

Test items, performance tasks, and test forms developed for FTCE and FELE are secure test materials. In their replies, Respondents will describe plans for maintaining the security of FTCE/FELE throughout the contract. The Respondents security plan must meet the Department's test security requirements described in Attachment 13. Respondents will describe in detail how the security of the electronic item/task and test form files will be maintained while the files are in the possession of the Contractor for production and scoring. In addition, the Respondent must define a process for the security and transition of all paper-based

ADA related test materials. Respondent will also describe in detail how the security of the FTCE/FELE will be maintained during production. Examinee test materials must be retained by the Contractor and may be destroyed only under secure conditions and when approved by the Department (e.g., examinees' essays must be retained for three years and then destroyed only by written permission of the Department.). Additionally, the Respondent must describe in detail how personally identifiable examinee information (i.e., social security numbers, demographic, financial) will be collected and maintained in a secure manner.

As part of the security plan, the Respondent shall provide a description of duties for the Security Officer. The duties should include investigating and preparing the irregularity case reports (i.e., for suspected cheating) that will be sent by the Contractor to the Office of Assessment and School Performance, which will review and forward the documents to the Professional Practices Office in the Department. These case reports must contain all evidence gathered at the test site. All documents must be typed and signed by witnesses, and the Security Officer must sign a document stating he or she has reviewed the evidence. The Contractor must provide the Contractor's Security Officer with access to legal counsel from the Contractor's legal staff for suspected complex cheating cases.

At the completion of the contract, all data files containing items or graphics remaining in the possession of the Contractor will be destroyed. Written verification of destruction will be provided to the Department as part of the final contract report. Destruction will not take place until authorized by the Department.

7.4.10 Subcontractors

The Respondent may choose to employ Subcontractors for the completion of one or more tasks. If the Respondent proposes to employ a Subcontractor(s), the qualifications and experience of the Subcontractor(s) will be documented in the reply at the same level of detail as those of the Respondent.

A separate chart in the reply will identify all of the Subcontractors proposed to be involved in the project and the services they are expected to provide. All Subcontractors must be approved by the Department in advance of the initiation of the project or prior to any work being conducted; changes in Subcontractors could be required prior to a bid award or during the life of the contract.

Procedures for quality control and security during printing are to be described.

The Contractor will assume responsibility for all services offered in the reply whether the services are performed or produced by the Respondent or by its Subcontractors. The selected Contractor will assume full responsibility for matters pertaining to the entire contract, including materials/deliverables as well as any financial obligations resulting from the contract. While the selected Contractor will be the primary point of contact for all contractual matters, the Department reserves the right to directly communicate with the Subcontractors for planning and quality assurance purposes. The primary contractor will be notified and involved with all such communications (both written and oral).

7.4.11 Department responsibilities

In completing the work of this contract, the Department will be responsible for providing staff to coordinate the contract and to provide the Contractor with all necessary materials in a timely fashion. In most instances, the Department will complete its review of the Contractor's products within five (5) to seven (7) business days of receipt and either approve the design of products as submitted or provide specifications for modification. If the amount of material to be reviewed is excessive, the Department will require additional time. The Contractor should plan schedules and begin work early to permit time for Department approval at

each stage of the process. If modification is required, the Department will notify the Contractor if the modified product or design is to be submitted for subsequent review. Upon receipt of final products or procedures, the Department will notify the Contractor if the products or procedures are accepted or, if irresolvable, deficiencies were found. The Department will provide details about deviations from the approved specifications and specify any modifications to the payment schedule or payment amount as needed.

While the Contractor's work performance will be evaluated on a daily basis, the completion of specific work tasks will be invoiced to the Department on an approved payment schedule or invoicing period. When invoices for deliverables are received, the Department will evaluate the completion or progress of these various tasks. In the event that during the invoicing period specific products or materials are not complete, significant progress has not been made towards completion, or products/services do not meet established standards, a percentage of funds (up to 100%) may be withheld by the Department. If the contractor or member of the contractor's staff submits materials or deliverables which are incomplete, late, or, without prior Department approval for two or more invoice periods, or submits deliverables that consistently fail to meet the Department's documented expectations, the Department may request in writing that the staff member(s) in charge or responsible for these deliverables be removed from the project. Within thirty (30) calendar days of this written request, the contractor will have the opportunity to provide a written response and recommend to the Department appropriate remedies. The Department reserves the right to accept or modify these remedies to meet the project's needs. If the Department still determines the removal of the staff member is appropriate, and they are not subsequently removed from the project, the Department may begin to permanently withhold funds in subsequent invoices for deliverables assigned to that staff member(s) or under the staff member's purview and direction. The Contractor will have a single invoice period following the initial invoice to complete deliverables and/or remove the staff member(s) and provide the agreed services to the Department. These deliverables will be based upon the established criteria and specifications. If upon the arrival of the following invoicing period, the terms of the deliverables (i.e., delivery of an acceptable product within the agreed timeframe) have not been met, the percentage of funds withheld becomes a permanent withhold from the Contractor for that category of work. Notification of these withholds, the justification and documentation, and the percentages withheld will be provided by the Department to the Contractor within ten (10) business days of the receipt of the invoice.

Within ten (10) business days of the notification of a permanent withhold from the Department, the Contractor may seek an extension. The granting of such an extension to withholds can only be made at the level of Bureau Chief or higher within the Department's management structure. Such extensions must occur in writing and contain corrective measures being taken by the Contractor as well as the proposed final delivery date. Upon approval of the products or services, the Contractor may invoice the Department for the past-due funds only at the end of the next invoicing period.

7.5 FINANCIAL CONSEQUENCES

Accurate and timely delivery of tests, test support services, and reports describing the implementation of these services are imperative for the successful implementation of the FTCE/FELE program. The work effort described in this ITN is complex and involves many tasks; however, some of these tasks are critical for the successful implementation of the program. Therefore, the contract will identify the tasks described in this section as critical and associated with financial consequences. The damages are differentiated by tiers because the impact of non-performance is greater for some tasks than for others. The highest tier represents the most harmful impact on the program. The Respondent will identify each of the critical tasks as such in the annual Operational Plan so that it is clear for which tasks financial consequences are associated and the dates associated with each.

The Contractor's failure to complete critical work tasks both in an acceptable manner to the Department and on time will result in substantial damage to the Department; however, the amount of damages resulting from such failure cannot be calculated with certainty. Each such failure to complete a critical work task both correctly and on time is hereinafter referred to as a default. Defaults shall be deemed corrected on the date that the work task has been correctly completed. For each default, the Contractor shall be liable to the Department for financial consequences and not as a penalty, as set forth below.

(a) Tier 1 Critical Work Tasks:

Tier 1 critical work tasks include the deliverables (activities and reports) described below. The due date for each Tier 1 deliverable is either linked to a specific calendar date or a specific timeline. The due dates for each task will be identified precisely in this ITN or in the contract. If the specified due date falls on a weekend or holiday, then the effective due date will be the next business day.

Tier 1 Critical Work Tasks include the following:

- The deliverables listed in Attachment '18' indicated as C1 tasks
- The delivery of the Annual Technical Report on March 31st each year (Section 7.2.7).
- Update history of the scoring process for each test or subtest monthly.
- The delivery of the ADA manual on March 31st each year.

For each default on a Tier 1 Critical Work Task, the Contractor will be extended a grace period of one week (five business days) after the due date to remedy the default and provide the scheduled deliverable. For each and every business day that the task remains uncompleted beyond that period, the Contractor shall be liable to the Department for an amount of four thousand dollars (\$4,000.00) per business day after the grace period until the correction of the default, as financial consequences for such delay, and not as a penalty.

(b) Tier 2 Critical Work Tasks:

Tier 2 critical work tasks include the deliverables described below. The date for each Tier 2 deliverable is the date specified below or the next business day if the specified date falls on a weekend or state government holiday.

Tier 2 Critical Works Tasks include the following:

- The initial delivery and annual revision of the Operational Plan (time/task management plans for test administration and scoring/reporting) on January 31st each year (Section 7.3.2).
- Within ninety (90) days of Department approval, all examinations in the FTCE program will have field testing capabilities (Section 7.2.6).
- Distribute ISRs to examinees and the Bureau of Educator Certification within six (6) weeks of the test date (Section 7.2.2 and Attachment '18').
- Produce ISRs electronically within six (6) months of the execution of the contract (Section 7.2.2.4).
- Examinees who are requesting accommodations must be contacted within two (2) business days after submitting the request and the examinee must be informed of a decision regarding accommodations within twenty (20) business days after the submission of the request.

For each default on a Tier 2 Critical Work Task and every business day that work remains uncompleted beyond the time set for its completion, the Contractor shall be liable to the Department in a specified amount of five thousand dollars (\$5,000.00) per business day from the occurrence to the correction of the default, as financial consequences for such delay, and not as a penalty.

(c) Tier 3 Critical Work Tasks:

Tier 3 Critical Work Tasks include the deliverables described below. The date or timeline for each Tier 3 deliverable is the specified date or the next business day if the specified date falls on a weekend or holiday.

Tier 3 Critical Works Tasks include the following:

- Establish an Internet-based system and FTP site within six (6) months of the execution of the contract. Allow examinees to register 24 hours, seven days a week. The Contractor will need to notify the Department in advance if the website will be closed for routine maintenance or updates because of program changes. The registration system will need to be operational within 24 hours of the disruption.
- The FTCE/FELE Reporting system will be operational within one (1) year of the execution of the contract (Section 7.2.8.1).
- Design and implement a secure website for Colleges and Universities to access Program Level Data within six (6) months of the execution of the contract. (Section 7.2.8)

For each default on a Tier 3 Critical Work Task and every business day that work remains uncompleted beyond the time set for its completion, the Contractor shall be liable to the Department in a specified amount of six thousand dollars (\$6,000.00) per business day from the occurrence to the correction of the default, as financial consequences for such delay, and not as a penalty.

(d) Tier 4 Critical Work Tasks:

Tier 4 Critical Work Tasks include the activities described below. The damages that result from each Tier 4 action are substantial and have a negative impact on the integrity of the testing program. Damages for each action will be assessed as described.

- Loss of test item(s), test form(s) or test book(s) with full disclosure. For each loss of a test item(s), test form(s) or test book(s) with full disclosure the Contractor will pay \$3,000 for each test item lost, for example, for the loss of a test form containing 120 items the Department will be paid \$360,000.00. The Department will use the monies from these financial consequences for test development activities to replace the items that were lost. Full disclosure is defined as providing notification, via email, to the Department's Project Manager by the Contractor within 24 hours of the incident involving the loss of test item(s), test form(s) or test book(s). If the Department determines the Contractor knew of the loss of test item(s), test form(s) or test book(s) more than 24 hours prior to reporting it to the Department, the situation will be treated as one **without** full disclosure.
- Loss of examination booklet(s) without full disclosure. For each loss of a test item(s), test form(s) or test book(s) **without** full disclosure the Contractor will pay \$6,000 for each test item lost, for example for the loss of a test form containing 120 items the Department will be paid \$720,000.00. The Department will use the monies from these financial consequences for test development activities to replace the items that were lost. *Without full disclosure* is defined as the Contractor allowing more than 24 hours to lapse before providing notification to the Department.

For each default on a Tier 4 Critical Work Task, the Contractor shall be liable to the Department as described above.

(e) Tier 5 Critical Work Tasks:

Tier 5 Critical Work Tasks include the deliverables described below. The effective date for beginning assessment of damages related to each Tier 5 deliverable is the date when the situation is determined and reported in writing to the Department by the Contractor or reported in writing to the Contractor by the Department.

- Failure to accurately score one or more forms of the examinations administered due to the misapplication of answer keys, equating procedures, data processing procedures, or usage of scoring procedures not approved by the Department.

For a default on a Tier 5 Critical Work Task occurring during each reporting period, the Contractor shall be liable to the Department for a specified amount per business day from the occurrence to the correction of the defaults, as financial consequences for such delay, and not as a penalty. The specified amount of damages is defined below.

**Schedule for Financial Consequences
Tier 5 Critical Work Tasks**

Number of business days elapsed after the default	Financial Consequences
First	\$5,000
Second	\$10,000
Third	\$20,000
Fourth	\$40,000
Fifth	\$80,000
Sixth	\$100,000
Seventh and subsequent days	\$150,000

(f) Collection: At its option, the Department shall collect financial consequences by making claims against the performance bond, from time to time, until the bond has been exhausted or by deducting the financial consequences from contract payments to the Contractor.

(g) Deadline Adjustments for Tier 1 or 2 Critical Work Tasks:

(1) In the event the Contractor wishes to propose a change of deadline for a Tier 1 or 2 Critical Work Task, the Contractor may propose the change to the Department in writing. The Department has no obligation to agree to the change, but shall notify the Contractor in writing, as to whether or not it agrees to the proposed change. If the Department agrees, the modified deadline shall become the effective deadline for purposes of assessing financial consequences.

Deadline Adjustments for Tiers 3, 4, or 5 Critical Work Tasks:

(2) In the event the Department wishes to change a deadline for a Tier 3, 4, or 5 Critical Work Task to a date which shortens the Contractor's time for meeting the deadline, it shall notify the Contractor of the new deadline in writing in the form of a contract amendment. If the Contractor determines that by exercise of every reasonable effort, the Contractor will be unable to meet the new deadline, the Contractor shall offer a proposed shortened deadline which the Contractor can meet by the exercise of every reasonable effort.

(2a) As an alternative, the Contractor may propose a contract amendment in which the additional personnel hours needed to achieve the shortened deadline are compensated by a price adjustment.

(2b) If the parties are unable to reach agreement, the Department shall determine the deadline.

Work Tasks that are not defined as critical the Contractor shall submit to the Department deliverables for payment that are satisfactorily completed in accordance with the terms and conditions set forth in this document. Payment shall be delayed for any deliverables that are not satisfactorily completed until all deficiencies are corrected and accepted by the Department.

(h) Waiver:

The Department, at its sole discretion, may waive the imposition of financial consequences or a portion thereof in a given instance. Such waiver, in any instance, shall not constitute a waiver in any future instance, nor establish any right on behalf of the Contractor to a waiver.

(i) Department Approval: In situations wherein the Contractor must obtain the Department's approval of an activity or product before the Contractor can complete a Critical Work Task, the Contractor shall be responsible for providing a reasonable time for the Department to complete its review and for the Contractor to correct any deficiencies. In the event the Department's review is not conducted within a reasonable time, that shall be grounds for the Contractor to propose a deadline adjustment pursuant to Section 7.5, paragraph (g)(1), above. The parties' contract managers may agree, in writing, in advance, as to the reasonable time for the Department's review of a specific activity or product.

(j) Contract Renewal: In the event that the Department exercises its option to renew the contract for one or two of the two two-year optional renewal periods, the Department shall incorporate language into the contract amendment identifying the Critical Work Tasks, Tiers 1-5, and applicable date deadlines pertaining to the renewal period being addressed. The foregoing financial consequences provisions and the performance bond provisions shall be applicable during the renewal period.

If the contractor or member of the contractor's staff submits materials or deliverables which are incomplete, late, or, without prior Department approval for two or more invoice periods, or submits deliverables that consistently fail to meet the Department's documented expectations, the Department may request in writing that the staff member(s) in charge or responsible for these deliverables be removed from the project. Within thirty (30) calendar days of this written request, the contractor will have the opportunity to provide a written response and recommend to the Department appropriate remedies. The Department reserves the right to accept or modify these remedies to meet the project's needs. If the Department still determines the removal of the staff member is appropriate, and they are not subsequently removed from the project, the Department may begin to permanently withhold funds in subsequent invoices for deliverables assigned to that staff member(s) or under the staff member's purview and direction.

The Contractor shall submit to the Department for payment the above deliverables and those proposed and accepted by the Department that are satisfactorily completed in accordance with the terms and conditions set forth in **SECTION 7.0, 7.2, 7.3, and 7.4**. Payment shall be delayed for any deliverables that are not satisfactorily completed until all deficiencies are corrected and the services have been accepted by the Department. In addition, delays in providing completed deliverables will subject the Contractor to damages as provided in Attachment 6 Standard Terms and Conditions.

SECTION 8 – OPENING, EVALUATION AND AWARD

8.0 REPLY OPENING

TECHNICAL & PRICE REPLIES WILL BE OPENED BY THE DEPARTMENT'S BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT MANAGEMENT SERVICES PERSONNEL AT 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA, AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES

8.1 REPLY EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the Department shall evaluate and rank responsive Replies and, at the Department's sole discretion, proceed to negotiate with one or more Respondent(s) selected, as follows:

- Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the Department will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Department's needs. The process will continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of the state.
- The Department reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
- Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.
- The focus of the negotiations will be on achieving the solution that provides the best value to the state.
- In submitting a Reply Respondent agrees to be bound to the terms of this ITN, however, the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the state's best interest to do so.
- The Department reserves the right to reject any and all Replies, if the Department determines such action is in the best interest of the state or the Department. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in Replies.

Criteria for Evaluation

The Department shall evaluate and rank responsive Technical Replies and score them on a scale of 1 to 300 using the following criteria. The Department anticipates awarding the Contract (if any award is made) after negotiations to the responsible and responsive vendor determined to provide the best value to the state.

The following criteria will be used to evaluate and rank Replies.

A) Executive Summary	N/A
B) Qualifications and Experience	50 points
C) Technical Plan	200 points
D) Management Plan	<u>50 points</u>
Total	300 points
E) Price	<u>200 points</u>
Total	200 points

Price analysis is conducted through the comparison of Price Replies submitted.

The method of awarding points for the Price Reply will be done in accordance with the provisions of Section 287.0572, F.S., which requires use of the present value methodology. The present value discount rate will be used in the computations and evaluation. To determine that discount rate, use the rates identified in Release H.15, Select Interest Rates (Weekly), available online at <http://www.federalreserve.gov/releases/h15/>. Use the most recent copy of the Federal Reserve Bulletin published at the time of issuance of the ITN. See the "Critical Event Dates" for the release date.

The maximum points will be awarded to the lowest acceptable Price Reply. Replies with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Reply to the higher Price Reply. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Points

The total maximum number of points that can be earned in the evaluation process is 500 points.

Rubric for Evaluating Technical Plan

5-----4-----3-----2-----1
 Excellent Un satisfactory

5 = The Respondent has proposed solutions that greatly exceed the requirements of the ITN and has proposed products and services that are very desirable for use in the development and administration of Florida educators' certification examinations program, and are likely to create a high quality assessment program that meets sound psychometric standards that are clearly feasible to implement.

3= The Respondent has proposed solutions that meet the minimum requirements of the ITN and has proposed products and services that are very desirable for use in the development and administration of Florida educators' certification examinations program,

1= The Respondent has proposed inferior or incomplete solutions to the requirements of the ITN or has proposed products and services that would be technically indefensible, would create a flawed assessment program not meeting psychometric standards, or would not be feasible to implement.

and are likely to create
a high quality
assessment program
that meets sound
psychometric standards
that are clearly feasible
to implement.

The evaluation committee, acting independently, will assign holistic ratings of the quality of the proposed technical solutions to the work tasks specified in this ITN document. Each criterion, listed in the Evaluation Criteria for Technical Plan, represents a set of requirements of this ITN document. The rating assigned to a given criterion represents the rater's determination as to the appropriate place on the rating scale; see above, for the elements encompassed by the criterion taken as a whole. Half-point ratings of 1.5, 2.5, 3.5, and 4.5 will be permitted.

The Department views some aspects of the program as mission critical and has an assigned weighted value to the criterion (please see the Evaluation Criteria for Technical Plan for specific weighted values). Each Criterion is weighted on a scale of 1-3 (3 being a mission critical work task). The total number of points assigned to each criterion will be calculated by multiplying the holistic rating by the weighted value. For example, if a committee member rates a work task at 4 and the weighted value for that work tasks is a 3 the total number of points earned will be 12. There is a formula below that outlines how the total points assigned to each criterion will be calculated.

Holistic rating x Weighted Value = Total number of points earned

8.2 EVALUATIONS

The ITN is designed to assess the most points to the Respondent presenting the best solution for the required services. The Evaluation Committee will consider only those Replies, which are determined to meet the mandatory requirement review (See **SECTION 5.2.2**) first completed by the Department's Bureau of Contracts, Grants and Procurement Management Services.

Each member of the Evaluation Committee will be provided a copy of each Technical Reply. Replies will be evaluated on the criteria established in the section above entitled "Criteria for Evaluation" in order to assure that Replies are uniformly rated. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein and the Procurement Office will complete a technical summary.

Seeking clarifications information (if applicable) will be evaluated by the committee based on the criteria established in **SECTION 5.2.1** above. During this stage Respondents will be asked to provide any clarifications needed by the evaluation committee to assist in evaluating their Reply. Information received in this stage will be added to the Respondent's Reply and evaluated as a part of the appropriate section above.

8.3 POSTING OF INTENDED AWARD

The intended award will be posted in the Bureau of Contracts, Grants and Procurement Management Services, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida and on the VBS and will remain posted for a period of seventy-two (72) hours. (See **SECTION 3.4 CRITICAL EVENT DATES.**)

8.3.1 Protest of Intended Award

Any Respondent who is adversely affected by the Department's recommended award or intended decision must file a written "Intent to Protest" with the Department at the address of posting. See **SECTION 4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS** for protest information.

8.3.2 Inability to Post

If the Department is unable to post as defined above, the Department will post a public notice on the VBS. The Department will provide written notification of any future posting in a timely manner.

8.4 AWARD OF THE CONTRACT

Services will be authorized to begin when the Contractor receives a fully executed contract from the Department's Contract Administrator.

* * * *

Attachment '1'

RESPONDENT'S PRICE REPLY

We propose to provide the services being solicited within the specifications of ITN 2011-05. All work shall be performed in accordance with this ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under this ITN.

DESCRIPTION

Based on the Scope of Work being proposed, provide established deliverables, including evidence that will be provided to "prove" the deliverable was successfully completed.

Note: Reports are not acceptable deliverables, however, they may be used as "proof" that the deliverable was successfully completed. If used, details of what report will contain must be provided.

DELIVERABLE	EVIDENCE OF COMPLETION	DELIVERABLE COMPLETION DATE	PRICE
Manage and coordinate program (ss. 7.4 , 7.4.1)			\$
Operational Plan (ss. 7.4.2)			\$
Open/Maintain CBT test sites (7.1.4, ss 7.1.4.1, 7.1.4.2, 7.1.4.3,7.1.4.4, 7.1.4.5, 7.1.4.6, 7.1.4.7)			\$
Administer CBT examinations (7.1.1)			\$
Ten (10) Logic eXtension Resources (LXR) licenses (7.0)			\$
Score and Report (7.2) (total of a and b)			\$
a.) Score Multiple Choice Examinations (7.2.1, ss 7.2.2.1)			\$
b.) Score Performance Components (7.2.1, 7.2.4 ss 7.2.2.2)			\$
Analyze Data and Produce the following (7.1.7) :			\$
Annual Technical Report (7.2.7)			\$
Analyze Data and produce project reports (7.2.3)			\$
Develop and Maintain Infrastructure for Web-based resgistration system (7.1.10)			\$
Implement and maintain customer service and technical support center (7.1.9)			\$
Score Verification services (7.1.6)			\$
Collect and remit examination fees (7.1.8)			\$
Institutional Web-reports (7.2.8, 7.2.9)			\$
Recruiting, Travel, and Test Development Logistics Coordination (7.3.4)			\$
		SUBTOTAL	\$

Attachment '1'

RESPONDENT'S PRICE REPLY

REIMBURSABLE CATEGORIES	EVIDENCE OF COMPLETION	DELIVERABLE COMPLETION DATE	PRICE
Test Development Materials (7.3.5)			\$
Contingency Funds (7.4.7.1)			\$
Author's Alterations (7.4.7.2)			\$
Consultant Services (7.4.7.3)			\$
Contractor Annual Meeting in Tallahassee with Department staff (7.4.8)			\$
Key Validator Fund (7.4.7.4)			\$
Technical Advisory Committee (TAC) (7.4.8.5)			\$
Test Development Committee Meetings (7.3.5)			\$
		TOTAL	\$

AFTER 100,000 EXAMINATIONS ADMINSTERED

Cost per examination after 100,000 administrations	Unit Cost	*Estimated Amount (Multiplier)	Total Cost = (Unit Cost * Multiplier)
Cost per Multiple Choice Examination (Administering and Scoring/Reporting)	\$	9,500	\$
Cost per Multiple Choice/Performance Component Examination (Administering and Scoring/Reporting)	\$	4,000	\$
Cost per Performance Component Examination (Administering and Scoring/Reporting)	\$	2,000	\$
Cost per Score Verification Session	\$	1,000	\$
Total After 100,000 Examinations administered			\$

* Note - Estimated projections above are provided as a base assumption for each year of the contract, so that all respondents will bid on the same cost basis.

The Department is unable to predict the impact of future changes in policy at the local, state, and federal levels on program participation.

The price bid shall be the same for each year in that period individually and not a sum of all years.

TOTAL BASE COST \$

****POINTS AWARDED WILL BE BASED ON THIS PRICE**

DELIVERABLE	EVIDENCE OF COMPLETION	DELIVERABLE COMPLETION DATE	PRICE
Planning, Training, Recuritment, and Research (7.3.1)			\$
FTCE Steering Committee (7.4.7.6)			\$
Committee Reimbursables (7.3.1)			\$
Standard Setting			\$
Total 2012			\$

DELIVERABLE	EVIDENCE OF COMPLETION	DELIVERABLE COMPLETION DATE	PRICE
Planning, Training, Recuritment, and Research (7.3.1)			\$
FTCE Steering Committee (7.4.7.6)			\$
Committee Reimbursables (7.3.1)			\$
Pilot Testing Written Prompts (7.3.3)			\$
Committee Reimbursables (7.3.1)			\$
Test Development Materials (7.3.5)			\$
Total 2013			\$

DELIVERABLE	EVIDENCE OF COMPLETION	DELIVERABLE COMPLETION DATE	PRICE
Planning, Training, Recuritment, and Research (7.3.1)			\$
FTCE Steering Committee (7.4.7.6)			\$
Committee Reimbursables (7.3.1)			\$
Pilot Testing Written Prompts (7.3.3)			\$
Committee Reimbursables (7.3.1)			\$
Total 2014			\$

TOTAL 2012-2014 RTTT COST	\$
TOTAL BASE COST	\$
GRAND TOTAL BASE + RTTT COST	\$ **

Attachment '1'

RESPONDENT'S PRICE REPLY

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (manual): _____

DATE: _____ TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

ATTACHMENT '2'

DRUG-FREE WORKPLACE

(will be considered in case of identical tie replies)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT '3'

DISCLOSURE STATEMENT

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as _____
(Name of Individual or Partnership)

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

(Name of Individual or Partnership)

(1) _____
Signature

Signature

Signature

(1) If partnership, each partner must sign and execute.

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of _____, a
(Name of Corporation/Company)

_____ (1) corporation, licensed to do business in Florida, is presently involved in or has been
(Name of State of Inc.)

engaged in any private business venture or enterprise, directly, or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any other employee of the Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

(Company)

(Corporation)

(2) _____
Signature

Title

(1) If company is not incorporated, insert "not incorporated" in this space.

(2) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.

ATTACHMENT '4'

REFERENCES

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR A MINIMUM OF THREE (3) BUSINESSES WHERE SERVICES OF SIMILAR SIZE AND SCOPE HAVE BEEN COMPLETED.

BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	
BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	
BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	

ATTACHMENT '5'

STATE OF FLORIDA DEPARTMENT OF EDUCATION

MINORITY SUB CONTRACTORS UTILIZATION SUMMARY

The Department's Supplier Diversity initiative strives to ensure the promise of Florida's future is shared by all of its residents, regardless of race, ethnicity, disability, neighborhood or background. To that end, the Department is dedicated to support, track and increase its small, minority-, women-, and service-disabled veteran business enterprise spending with Prime Contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, whether or not funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd.

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

MBE CONTRACTORS Full Name, Address, Telephone Number	State Certified	Non- Certified	Non- Profit	Dollar Amount

Total Amount \$ _____

Certified True and Correct by:

Prime Contractor

Title

Date

Submit Report to:

Mrs. Gwendolyn York
Bureau of Contracts, Grants & Procurement
Management Services
325 West Gaines Street
332 Turlington Bldg
Tallahassee, FL 32399-0400

For additional information, you may call Mrs. York at (850) 245-9170, or e-mail Gwendolyn.York@FLDOE.org

ATTACHMENT '6'

STATE OF FLORIDA DEPARTMENT OF EDUCATION CONTRACT STANDARD TERMS AND CONDITIONS

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- III. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- IV. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- V. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.

- VI. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, the Department will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for the Department's obligations hereunder. If the Department determines that there are no such funds, the Department shall promptly notify the Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.
- VII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- VIII. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- IX. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- X. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XI. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 1. The written source code;
 2. The source code files;
 3. The executable code;
 4. The executable code files;
 5. The data dictionary;
 6. The data flow diagram;
 7. The work flow diagram;
 8. The entity relationship diagram; and
 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIII. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XIV. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XV. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVI. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of

the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.

- XVII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XVIII. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XIX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XX. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXI. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIII. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXIV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXV. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVI. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXVIII. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXIX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXX. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXI. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-02, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of (a) all persons employed during the Contract term by the Contractor to perform employment duties within Florida; and, (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract.
- XXXIII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.

XXXIV MyFloridaMarketPlace

A. MyFloridaMarketplace Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

B. MyFloridaMarketplace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2010), all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

ATTACHMENT '7'

CERTIFICATION EXAMINATIONS FOR FLORIDA EDUCATORS

	Certification Examinations	Multiple Choice Test: Approximate Number of Questions*	Total Testing Time including performance components	Performance Component
1.	General Knowledge <ul style="list-style-type: none"> • Essay Subtest • English Language Skills Subtest • Reading Subtest • Mathematics Subtest 	N/A 40 40 45	50 min 40 min 40 min 1 hr 40 min	Writing – – –
2.	Professional Education Test	120	2.5 hr	–
3.	Agriculture 6-12	120	2.5 hr	–
4.	Art K-12	120	2.5 hr	–
5.	Biology 6-12	120	2.5 hr	–
6.	Business Education 6-12	120	2.5 hr	–
7.	Chemistry 6-12	100	2.5 hr	–
8.	Computer Science K-12	120	2.5 hr	–
9.	Drama 6-12	120	2.5 hr	–
10.	Earth/Space Science 6-12	120	2.5 hr	–
11.	Educational Media Specialist PK-12	120	2.5 hr	–
12.	Elementary Education K-6 (a.m., lunch, p.m.)	225	4 hr 35 min (4 hr 20 min testing; 15 minute break)	–
13.	English 6-12	85	2.5 hr	Writing
14.	ESOL K-12	120	2.5 hr	–
15.	Exceptional Student Education K-12	120	2.5 hr	–
16.	Family and Consumer Science 6-12	120	2.5 hr	–
17.	French K-12	85	2.5 hr	Speaking, Writing
18.	German K-12 <ul style="list-style-type: none"> • Subtest 1 • Subtest 2 	95 NA	2.5 hr	Writing Speaking
19.	Guidance and Counseling PK-12	120	2.5 hr	–
20.	Health K-12	120	2.5 hr	–
21.	Hearing Impaired K-12	120	2.5 hr	–
22.	Humanities K-12	120	2.5 hr	–
23.	Journalism 6-12	120	2.5 hr	–
24.	Latin K-12	100	2.5 hr	–
25.	Marketing 6-12	120	2.5 hr	–
26.	Mathematics 6-12	80	2.5 hr	–

27.	Middle Grades English 5-9	85	2.5 hr	Writing
28.	Middle Grades General Science 5-9	120	2.5 hr	–
29.	Middle Grades Integrated Curriculum 5-9	120	2.5 hr	–
30.	Middle Grades Mathematics 5-9	80	2.5 hr	–
31.	Middle Grades Social Science 5-9	120	2.5 hr	–
32.	Music K-12	105	2.5 hr	–
33.	Physical Education K-12	120	2.5 hr	–
34.	Physics 6-12	90	2.5 hr	–
35.	Pre-Kindergarten/Primary PK-3	120	2.5 hr	–
36.	Preschool Education Birth-Age 4	120	2.5 hr	–
37.	Reading K-12	120	2.5 hr	–
38.	School Psychologist PK-12	120	2.5 hr	–
39.	Social Science 6-12	120	2.5 hr	–
40.	Spanish K-12	80	2.5 hr	Speaking, Writing
41.	Speech 6-12			
	• Subtest 1	90	2.5 hr	
	• Subtest 2	N/A		Speaking
42.	Speech Language Impaired K-12	120	2.5 hr	–
43.	Technology Education 6-12	120	2.5 hr	–
44.	Visually Impaired K-12	120	2.5 hr	–
45.	Florida Educational Leadership Examination			
	• Subtest 1: Instructional Leadership	70 - 80	2 hr	–
	• Subtest 2: Operational Leadership	70 - 80	2 hr	–
	• Subtest 3: School Leadership	70 - 80	2.5 hr	Writing

* Within each subject area, the number of questions may vary from one test version to another.
A given test version may contain experimental test questions that do not affect an examinee's score.

ATTACHMENT '8'

CURRENT CBT SITES ADMINISTERING THE FTCE/FELE

City	CBT Center	Exams Available
Boynton Beach	Pearson VUE – 1056	All
Coral Gables	Pearson VUE – 1067	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Doral	Pearson VUE - 1071	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Fort Lauderdale	Pearson VUE – 1057	All
Fort Lauderdale	Pearson VUE - 1074	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Fort Myers	Pearson VUE – 1058	All
Fort Myers	Pearson VUE - 1076	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Gainesville	Pearson VUE - 1059	All
Hollywood	Pearson VUE - 1065	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Jacksonville	Pearson VUE - 1060	All
Key West	Florida Keys Community College	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Lake Mary	Pearson VUE – 1070	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Lakeland	Pearson VUE - 1075	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Melbourne	Pearson VUE -1072	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Miami	Pearson VUE – 1061	All
Orlando	Pearson VUE – 1055	All
Ormond Beach	Pearson VUE – 1068	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Pensacola	Pearson VUE – 1062	All
Sarasota	Pearson VUE – 1073	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Tallahassee	Pearson VUE – 1063	All
Tampa	Pearson VUE – 1064	All
Outside the State of Florida		
City/State	CBT Center	Exams Available
Birmingham, Alabama	Pearson Professional Center – 3307	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Cincinnati, Ohio	Pearson VUE - 3658	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Indianapolis, Indiana	Pearson VUE - 1543	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Lansing, Michigan	Pearson Professional Center – 2346	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech

Marietta, Georgia	Pearson VUE – 1128	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Pittsburgh, Pennsylvania	Pearson Professional Center – 3901	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Raleigh, North Carolina	Pearson VUE – 3343	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Rochester, New York	Pearson Professional Center - 0115	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech
Springfield, Illinois	Pearson Professional Center – 1440	All except Art, French, German, Hearing Impaired, Music, Spanish, and Speech

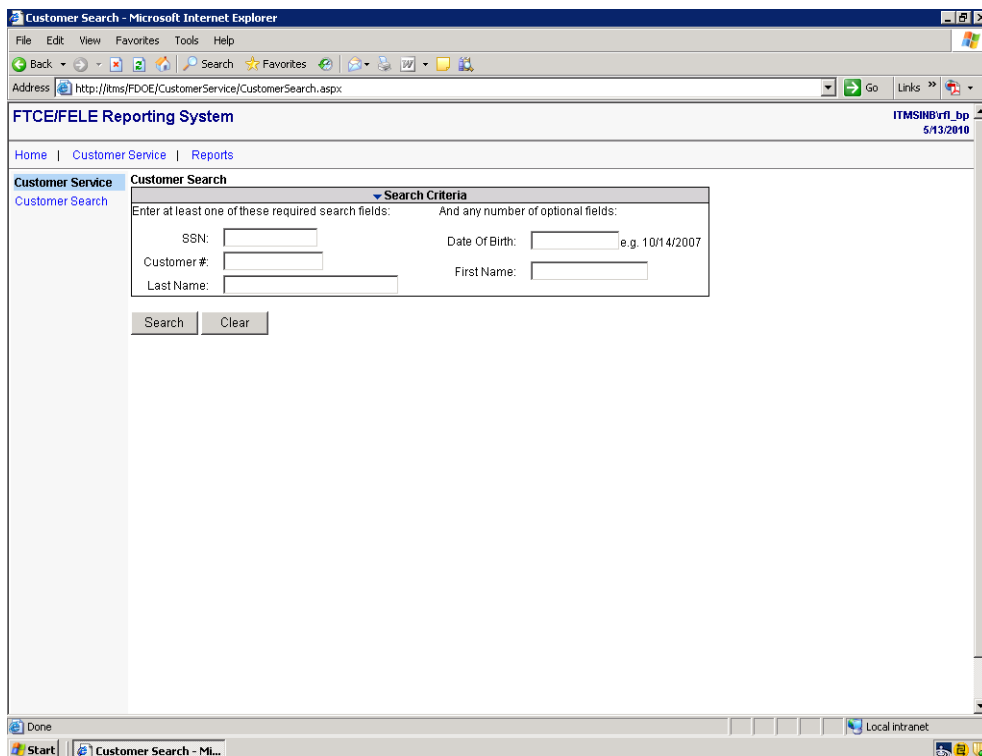
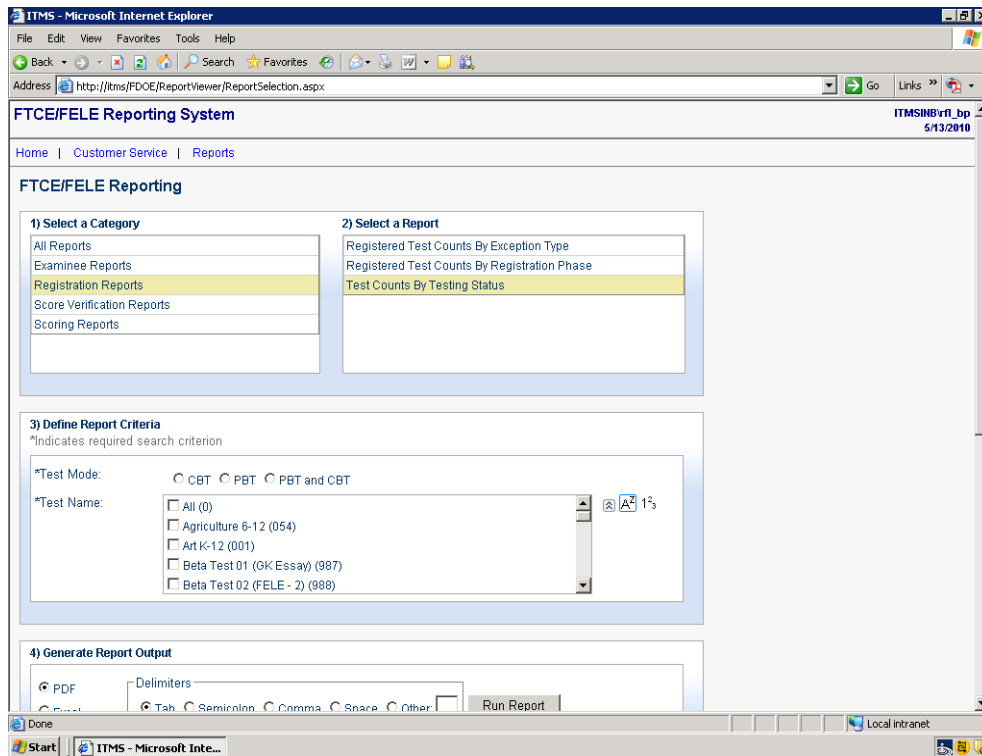
ATTACHMENT '9'

FTCE/FELE SCORE VERIFICATION WORK TASK ASSIGNMENTS

Tasks	Contracted Vendor	Department
Registration and scheduling of examinees for score verification sessions	X	
Preparation of score verification data sheets	X	
Receipt of examinee challenges post-score verification and loading of challenges into Examinee Challenge Database	X	
Maintain Excel master log	X	
Review of challenges to determine complete or incomplete	X	
Prepare examinee challenge reports including creating PDFs of items	X	
Monitor progress to meet 30-day deadline	X	
Maintain current Examinee Challenge Database with current functionality	X	
Maintain status and dispositions within Examinee Challenge Database	X	
Recruit key validators as requested by the DOE	X	
Prepare necessary paperwork and review materials for key validator reviews	X	
Deliver key validator feedback to Department	X	
Payment to key validator	X	
Enter key validator names into Examinee Challenge Database	X	
For score challenges to performance items, review rater scores on data sheet against actual rater sheet	X	
Chief rater review of challenged performance responses	X	
Calculation of revised scale scores as needed	X	
Determination of any scoring change(s) for an individual examinee		X
Prepare and send written response (letter) to individual examinees as appropriate		X
Prepare and distribute revised score report(s) to individual examinees as needed	X	
Prepare report to indicate where LXRNotes need to be added to LXR Banks	X	
Add challenge notation to LXR Banks	X	
Maintain files of examinees' original challenges and materials viewed for a period of up to three years	X	
In response to an examinee appeal, prepare necessary materials for possible administrative hearing	X	
In response to an examinee appeal, provide court preparation and expert testimony from psychometricians and/or examination raters	X	
Use internal legal and psychometric staff to prepare for administrative hearings	X	

ATTACHMENT '10'

SCREEN SHOTS OF FTCE/FELE REPORTING SYSTEM



ATTACHMENT '11'

DISCREPANCY SCORING MODEL FOR FTCE PERFORMANCE EXAMINATIONS

Performance Subtest	Score Scale	Definition of Discrepancy	Rules for Resolution
General Knowledge Essay	1–6, OT	2 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 2 points by assigning a score in the range of the first two holistic scores; the assigned score is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 2 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.
English 6–12 Essay	1–7	2 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 2 points by assigning a score in the range of the first two holistic scores; the assigned score is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 2 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.
Middle Grades English 5–9 Essay	1–7	2 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 2 points by assigning a score in the range of the first two holistic scores; the assigned score is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 2 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.
French K–12 Written Response	1–5	2 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 2 points by assigning a score in the range of the first two holistic scores; the assigned score is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 2 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.
French K–12 Oral	5 component scores	Total of 5 component	<ul style="list-style-type: none"> • ACR resolves discrepancies of 10 points or more by assigning component scores yielding a total in the

Performance Subtest	Score Scale	Definition of Discrepancy	Rules for Resolution
	1-6	scores differ by 10 or more points	<p>range of the total scores assigned by the first two holistic scorers; the assigned total is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution.</p> <ul style="list-style-type: none"> • CR resolves discrepancies of 10 or more points by assigning component scores, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation. • Note: for French K-12 Oral total scores, the scores are saved in the scoring records as average scores to 1 decimal place accuracy.
German K-12 Written Response	1-4	2 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 2 points by assigning a score in the range of the first two holistic scores; the assigned score is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 2 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.
German K-12 Oral	Below Inter-High/ Inter-High or above	Two raters not in agreement	CR score is final determination.
Spanish K-12 Written Response	1-5	2 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 2 points by assigning a score in the range of the first two holistic scores; the assigned score is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 2 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.
Spanish K-12 Oral	4 component scores 1-6	Sums of 4 component scores differ by 5 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 5 points or more by assigning component scores yielding a total in the range of the total scores assigned by the first two holistic scorers; the assigned total is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 5 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.

Performance Subtest	Score Scale	Definition of Discrepancy	Rules for Resolution
Speech 6–12 Video	1–4	2 or more points	<ul style="list-style-type: none"> • ACR resolves discrepancies of 2 points by assigning a score in the range of the first two holistic scores; the assigned score is doubled for the final score. All other combinations assigned by an ACR will go to a CR for final resolution. • CR resolves discrepancies of 2 or more points by assigning a score, designating a B for Blank or gridding a U for Unscorable. All assigned numerical scores are doubled. If a U is assigned, CR will also assign a reason for the Unscorable designation.

ATTACHMENT '12'

CURRENT STIPENDS/ SUBSTITUTE REIMBURSEMENT FOR PERFORMANCE COMPONENT SECTIONS, TEST DEVELOPMENT MEETINGS, AND KEY VALIDATORS

<u>FTCE/FELE Rater Titles</u>	<u>Daily and Total Stipend for Raters</u>
GK Rater (1 or 2 days)	\$200/day
GK Rater trainee (3 day only)	\$600
FELE Rater (1 day)	\$200
FELE Table Leader (2 day)	\$480
English/GK Table Leader (3 day only)	\$720
English/GK Rater (3 day only)	\$600
FELE, English, and GK Chief Rater (4 day)	\$2,500
FELE, English, and GK Chief Rater (5 day)	\$3,125
English and GK Associate Chief Rater (3 day)	\$975
English and GK Assistant Chief Rater (3 day)	\$900
Holistic Supplemental Chief Rater (1 day)	\$750

<u>Test Development Committee Members</u>	<u>Daily Stipend or Substitute for Committee Members</u>
Subject Matter Expert (SME)	Stipend \$250.00
Subject Matter Expert (SME)	Substitute Reimbursable- Paid to school district to compensate for substitute teachers- varies from school district to school District; not to exceed to \$250.00 per day. Documentation must be provided at Department's request.

<u>Key Validators</u>	<u>Stipend</u>
1 st Administration Review	\$50/Form
Constructed Response Review	\$50/item
Score Verification Challenges	1-5 items \$50 6-15 items \$100 16+ items \$150

ATTACHMENT '13'

TEST SECURITY REQUIREMENTS, STATUTES AND RULE

Chapter 1008.24 of Florida Statutes and Florida State Board of Education Rule 6A-10.042 establish the requirement that Florida Department of Education tests are to be maintained in a secure manner during development, administration, and scoring in order to preserve the integrity of the tests. When not in use, all test materials are to be kept in secure, locked storage. Individuals who have access to secure test materials are not to copy or otherwise reproduce test questions or reveal test questions verbally or in writing. Persons who are involved in administering or proctoring the test or preparing examinees for the tests are not to participate in, direct, aid, counsel, assist in, or encourage any activity which could result in the inaccurate measurement or reporting of the examinees' achievement. Examinees' answers to questions are not to be interfered with in any way by persons administering or scoring the tests. Persons violating test security requirements are guilty of a first degree misdemeanor, punishable by a fine of not more than \$1,000.00 or imprisonment for not more than 90 days, or both.

The security requirements and penalties established by the rule and statute must be provided by the Contractor to **each person who has access to tests or test questions** during the development, printing, administration, or scoring of the tests.

A copy of the Statute and Rule is part of this attachment.

Restrictions on Printing for Security Purposes

The prospective Contractors should indicate their ability to comply with the following conditions relative to printing of the required tests. These conditions are necessary as a means of maintaining test security. Lack of compliance with these conditions may subject the reply to rejection if the Department determines it is in its best interest to do so.

1. All test negatives and plates must be maintained under lock and key by the printing supervisor.
2. Unauthorized personnel must not be permitted access to the test negatives, plates, or copies.
3. All plates and negatives must be destroyed by the Contractor upon completion of this contract.
4. The Department reserves the right to conduct on-site spot-checks of the printing processes.
5. All press pull-ins, trim, and waste material must be shredded at the end of each day's press run by a person authorized to do so by the Contractor.
6. Each production run must be made under close supervision of the printing supervisor

1008.24 Test security.--

(1) It is unlawful for anyone knowingly and willfully to violate test security rules adopted by the State Board of Education for mandatory tests administered by or through the State Board of Education or the Commissioner of Education to students, educators, or applicants for certification or administered by school districts pursuant to s. 1008.22, or, with respect to any such test, knowingly and willfully to:

- (a) Give examinees access to test questions prior to testing;
- (b) Copy, reproduce, or use in any manner inconsistent with test security rules all or any portion of any secure test booklet;
- (c) Coach examinees during testing or alter or interfere with examinees' responses in any way;
- (d) Make answer keys available to examinees;
- (e) Fail to follow security rules for distribution and return of secure test as directed, or fail to account for all secure test materials before, during, and after testing;
- (f) Fail to follow test administration directions specified in the test administration manuals; or
- (g) Participate in, direct, aid, counsel, assist in, or encourage any of the acts prohibited in this section.

(2) Any person who violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(3)(a) A district school superintendent, a president of a public postsecondary educational institution, or a president of a nonpublic postsecondary educational institution shall cooperate with the Commissioner of Education in any investigation concerning the administration of a test administered pursuant to state statute or rule.

(b) The identity of a school or postsecondary educational institution, the personally identifiable information of any personnel of any school district or postsecondary educational institution, or any specific allegations of misconduct obtained or reported pursuant to an investigation conducted by the Department of Education of a testing impropriety are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the conclusion of the investigation or until such time as the investigation ceases to be active. For the purpose of this paragraph, an investigation shall be deemed concluded upon a finding that no impropriety has occurred, upon the conclusion of any resulting preliminary investigation pursuant to s. 1012.796, upon the completion of any resulting investigation by a law enforcement agency, or upon the referral of the matter to an employer who has the authority to take disciplinary action against an individual who is suspected of a testing impropriety. For the purpose of this paragraph, an investigation shall be considered active so long as it is ongoing and there is a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2014, unless reviewed and saved from repeal through reenactment by the Legislature.

History.--s. 370, ch. 2002-387; s. 1, ch. 2009-143.

6A-10.042 Maintenance of Test Security.

(1) Tests implemented in accordance with the requirements of Sections 1004.93, 1008.22, 1008.29, 1008.30, 1012.55, and 1012.56, Florida Statutes, shall be maintained and administered in a secure manner such that the integrity of the tests shall be preserved.

(a) Test questions shall be preserved in a secure manner by individuals who are developing and validating the tests. Such individuals shall not reveal in any manner, verbally or in writing, the test questions under development.

(b) Tests or individual test questions shall not be revealed, copied, or otherwise reproduced by persons who are involved in the administration, proctoring, or scoring of any test.

(c) Examinees shall not be assisted in answering test questions by any means by persons administering or proctoring the administration of any test.

(d) Examinees' answers to questions shall not be interfered with in any way by persons administering, proctoring, or scoring the examinations.

(e) Examinees shall not be given answer keys by any person.

(f) Persons who are involved in administering or proctoring the tests or persons who teach or otherwise prepare examinees for the tests shall not participate in, direct, aid, counsel, assist in, or encourage any activity which could result in the inaccurate measurement or reporting of the examinees' achievement.

(g) Each person who has access to tests or test questions during the development, printing, administration, or scoring of the tests shall be informed of specifications for maintaining test security, the provisions in statute and rule governing test security, and a description of the penalties for breaches of test security.

(h) During each test administration, school district and institutional test administration coordinators and contractors employing test administrators and proctors shall ensure that required testing procedures are being followed at all test administration sites. Officials from the Department are authorized to conduct unannounced observations of test administration procedures at any test administration site to ensure that testing procedures are being correctly followed.

(2) Test materials, including all test booklets and other materials containing secure test questions, answer keys, and student responses, shall be kept secure and precisely accounted for in accordance with the procedures specified in the examination program administration manuals and other communications provided by the Department. Such procedures shall include but are not limited to the following:

(a) All test materials shall be kept in secure, locked storage prior to and after administration of any test.

(b) All test materials shall be precisely accounted for and written documentation kept by test administrators and proctors for each point at which test materials are distributed and returned.

(c) Any discrepancies noted in the number or serial numbers of testing materials received from contractors shall be reported to the Department by designated institutional or school district personnel prior to the administration of the test.

(d) In the event that test materials are determined to be missing while in the possession of an institution or school district, designated institutional or school district personnel shall investigate the cause of the discrepancy and provide the Department with a report of the investigation within thirty (30) calendar days of the initiation of the investigation. At a minimum, the report shall include the nature of the situation, the time and place of occurrence, and the names of the persons involved in or witness to the occurrence. Officials from the Department are authorized to conduct additional investigations.

(e) In those cases where the responsibility for secure destruction of certain test materials is assigned by the Department to designated institutional or school district personnel, the responsible institutional or school district representative shall certify in writing that such destruction was accomplished in a secure manner.

(f) In those cases where test materials are permitted by the Department to be maintained in an institution or school district, the test materials shall be maintained in a secure manner as specified in the instructions provided by the Department. Access to the materials shall be limited to the individuals and purposes specified by the Department.

(3) In those situations where an employee of the educational institution, school district, or contractor, or an employee of the Department suspects a student of cheating on a test or suspects other violations of the provisions of this rule, a report shall be made to the Department or test support contractor, as specified in the test administration procedures, within ten (10) calendar days. The report shall include a description of the incident, the names of the persons involved in or witness to the incident, and other information as appropriate. Officials from the Department are authorized to conduct additional investigations.

(4) Violations of test security provisions shall be subject to penalties provided in statute and State Board Rules.

Specific Authority 1001.02(1), 1008(24)(1) FS. Law Implemented 1001.02, 1008.24 FS. History—New 7-5-87, Amended 10-26-94.

ATTACHMENT '14'

NUMBER OF EXAMINATIONS BY EXAMINATION TYPE - 2010

Number of Examinations by Type - 2010			
<i>Test</i>	<i>Registered</i>	<i>Tested</i>	<i>Absent</i>
Agriculture 6-12 (054)	73	71	2
Art K-12 (001)	374	358	16
Biology 6-12 (002)	617	601	16
Business Education 6-12 (051)	315	304	11
Chemistry 6-12 (003)	337	324	13
Computer Science K-12 (005)	38	35	3
Drama 6-12 (006)	94	89	5
Earth-Space Science 6-12 (008)	234	229	5
Educational Media Specialist PK-12 (010)	291	286	5
Elementary Education K-6 (060)	9,772	9,515	257
English 6-12 (013)	1,760	1,705	55
ESOL K-12 (047)	1,521	1,468	53
Exceptional Student Education K-12 (061)	3,242	3,170	72
Family and Consumer Science 6-12 (052)	92	92	0
FELE - Subtest 1 - Instructional Leadership (814)	1,347	1,305	42
FELE - Subtest 2 - Operational Leadership (815)	1,219	1,180	39
FELE - Subtest 3 - School Leadership (816)	1,330	1,281	49
French K-12 (015)	87	84	3
General Knowledge Test - English Language Skills (ELS) (822)	15,338	14,659	679
General Knowledge Test - Essay (821)	15,345	14,618	727
General Knowledge Test - Mathematics (824)	17,778	16,969	809
General Knowledge Test - Reading (823)	16,581	15,875	706
German K-12 Interview (172)	6	6	0
German K-12 Written (171)	6	6	0
Guidance and Counseling PK-12 (018)	493	477	16
Health K-12 (019)	347	336	11

Hearing Impaired K-12 (020)	34	33	1
Humanities K-12 (022)	19	16	3
Journalism 6-12 (023)	34	29	5
Latin K-12 (024)	36	35	1
Marketing 6-12 (057)	50	49	1
Mathematics 6-12 (026)	1,695	1,633	62
Middle Grades English 5-9 (014)	408	386	22
Middle Grades General Science 5-9 (004)	609	582	27
Middle Grades Integrated Curriculum 5-9 (062)	2,658	2,585	73
Middle Grades Mathematics 5-9 (025)	1,513	1,468	45
Middle Grades Social Science 5-9 (038)	377	360	17
Music K-12 (028)	408	388	20
Physical Education K-12 (063)	884	862	22
Physics 6-12 (032)	181	175	6
Prekindergarten/Primary PK-3 (053)	2,024	1,975	49
Preschool Education Birth-Age 4 (007)	125	121	4
Professional Education Test (083)	13,257	12,929	328
Reading K-12 (035)	644	612	32
School Psychologist PK-12 (036)	121	121	0
Social Science 6-12 (037)	2,094	2,037	57
Spanish K-12 (039)	623	590	33
Speech 6-12 Speaking (412)	8	7	1
Speech 6-12 Written (411)	10	10	0
Speech-Language Impaired K-12 (042)	48	46	2
Technology Education 6-12 (055)	108	107	1
Visually Impaired K-12 (044)	26	26	0
Total	116,631	112,225	4,406

ATTACHMENT '15'

EVALUATION CRITERIA FOR QUALIFICATION AND EXPERIENCE

Criterion Number	Maximum Points	Weighted Value	Work Task	Criteria
Q1	5	2	Administer customized examinations (multiple-choice, performance components, and essay formats) in computer-based formats. Administering examinations compliant with all ADA regulations.	Respondent must provide examples and documentation of past work experience for other customized CBT examinations they have administered. Please refer to the answers provided for questions one (1), two (2), and five (5) by the respondent's references for further documentation of experience. The respondent must provide the vitae of management team members that will oversee critical work tasks associated with this section of the project. See Section 7.4.3 for qualification of management team members.
Q2	5	2	Develop superior data reporting systems similar to the systems mentioned in the sections of this ITN (i.e. registration website, institutional data system)	Respondent must provide examples of data reporting and delivery systems conducted for other large-scale assessment clients. Please refer to the answers provided for questions nine (9), ten (10), and eleven (11) by the respondent's references for further documentation of experience. The respondent must provide the vitae of management team members that will oversee critical work tasks associated with this section of the project. See Section 7.4.3 for qualification of management team members.
Q3	5	2	Provide a customer service and technical support center that provides for both English and Spanish speaking customer service representatives. There must be sufficient customer service staff to handle high call volumes.	Respondent must provide documentation from other clients indicating satisfaction with the customer service aspects of their programs. Please refer to the answers provided for questions four (4), five (5), seven (7) and eight (8) by the respondent's references for further documentation of experience. The respondent must provide the vitae of management team members that will oversee critical work tasks associated with this section of the project. See Section 7.4.3 for qualification of management team members.
Q4	5	2	Establish and designate a holistic scoring center, whereby all of the FTCE/FELE performance components are scored implementing the Department's scoring process and discrepancy model.	Respondent must provide documentation and examples of past experience with holistic scoring in large scale testing programs. Please refer to the answers provided for question ten (10) by the respondent's references for further documentation of experience. The respondent must provide the vitae of management team members that will oversee critical work tasks associated with this section of the project. See Section 7.4.3 for qualification of management team members.
Q5	5	2	Score and report examinations in a timely manner regardless of examination format.	Please refer to the answers provided for question ten (10) by the respondent's references for further documentation of experience. The respondent must provide the vitae of management team members that will oversee critical work tasks associated with this section of the project. See Section 7.4.3 for qualification of management team members.

ATTACHMENT '16'

EVALUATION CRITERIA FOR TECHNICAL PLAN

Criterion Number	Maximum Points	Weighted Value	Work Task	Criteria
T1	5	3	Administer all examinations and score verification sessions securely via CBT through the LXR test delivery system or a test delivery system compatible with LXR. Provide examinations to examinees that have been approved for ADA accommodations.	The Respondent must have demonstrated experience in securely administering large-scale CBT examinations. Administer examinations to examinees that have been approved for ADA accommodations.
T2	5	2	Maintain the FTCE/FELE item banks and all testing materials on secure servers.	The Respondent must have documented plans and procedures for maintaining all FTCE/FELE item banks and testing materials on secure servers.
T3	5	3	Establish and maintain, at a minimum, twenty-three sites secure test sites geographically located across Florida and seven out-of-state test sites. All test sites must have the ability to provide ADA accommodations. Establish a minimum of ten test sites to administer examinations with performance components. Develop and implement procedures to train test site staff in FTCE/FELE testing procedures. Provide and collect exit data on examinee testing experience. Develop and implement security procedures whereby a copy of each examinee's photo identification card is recorded and saved.	The Respondent, including subcontractors, must have the capital and infrastructure to establish and maintain, at a minimum, twenty-three secure test sites and seven out-of-state test sites. The Respondent must also demonstrate the ability to provide test security measures for all testing materials mentioned in this ITN.
T4	5	2	Administer paper-based examinations to examinees testing through Troops-To-Teachers and propose an administration schedule that includes four test administration dates.	The Respondent must have the ability to administer paper based tests for examinees in Troops to Teachers.
T5	5	3	Provide score verification services via CBT and complete all work tasks in Appendix C. Establish, at a minimum, four geographically located test sites to administer score verification. Recruit Key Validators; provide data reports and access to the respondent's psychometric and legal staff to assist with examinee challenges and administrative hearings.	The Respondent must have demonstrated experience handling score challenges and administrative/legal scenarios.
T6	5	1	Remit all fees to the Department on a daily basis and keep accurate accounting records, which will be available to the Department via secure web-base connection on a daily basis.	The Respondent must have demonstrated experience in acceptable practices of accounting principles.
T7	5	2	Provide a customer service and technical support center that provides for both English and Spanish speaking customer service representatives; a contact person, with documented experience, for ADA questions/inquires from examinees. Train the customer service staff to answer questions specifically about the FTCE/FELE program. There must be sufficient customer service staff to handle examinee call volume.	The Respondent, including subcontractors, must have the capital and infrastructure to establish, and appropriately staff a customer service and technical support center. The respondent must also have demonstrated experience in customer service for large scale assessment programs.
T8	5	3	Establish an integrated web-based information system that allows examinees to register, change testing date, allow for cancellation of test dates as needed, provide score interpretation guides for each examination, and provide electronic ADA compliant test information guides. The registration system must not allow examinees to register for the same examination or score verification system within 31 days of testing. The system must have the ability to provide an electronic format where examinees are required to	The Respondent must have the ability and technology to implement and maintain the registration website mentioned in section 7.1.10 and the subsections of 7.1.10

			acknowledge the policies concerning FTCE/FELE rules and definitions of cheating.	
T9	5	3	Score all examinations in accordance with Attachment '18'. Establish Equivalency of tests forms using the Angoff Model VI. Produce and distribute Individual Score Reports (ISRs).	The Respondent must have the software and experience in scoring examinations in the FTCE/FELE program. The respondent must also demonstrate its ability to accurately score and distribute examinations. Consideration should be given to vendors who have the ability to distribute electronic ISRs.
T10	5	3	Establish a secure FTP site and web-based system that allows the Department access to all the data reports mentioned in Attachment '18'. Produce all of the data reports mentioned section/subsections of 7.2.3 and 7.2.4 in accordance with the timelines in Attachment '18'.	The Respondent must have the scoring staff to produce all the data reports mentioned in this ITN and demonstrated experience in completing all the data reports mentioned within this ITN.
T11	5	3	Design and implement a secure website for colleges/universities to access program level data	The Respondent must demonstrate that it currently has the ability to design and implement a secure website for college/universities to access program level data within the timeframe describe in the ITN.
T12	5	3	Establish and designate a holistic scoring center, whereby all of the FTCE/FELE performance components are scored using the Department's discrepancy model. Recruit qualified holistic raters and train holistic raters using Department, established, FTCE/FELE procedures. Design and implement a system whereby all rater responses are processed in accordance with the timelines in Attachment '18'.	The Respondent, including subcontractors, must have the capital and infrastructure to establish a holistic scoring center. The Respondent must also demonstrated experience in holistic scoring for large-scale assessment programs. Consideration should be given to vendors who have the ability to process rater responses electronically.
T13	5	1	Design and implement a minimal allowable scoring model for applicable examinations in the FTCE/FELE program	The Respondent must have the ability and technology to implement a minimal allowable scoring model.
T14	5	2	Design and implement a plan for field testing multiple-choice items for all examinations in the FTCE/FELE program	The Respondent must demonstrate past experience in field testing multiple-choice items in a large-scale assessment program. The respondent also must demonstrate it has the ability to meet the timeline described in the ITN.
T15	5	3	Establish an integrated web-based system (the FTCE/FELE reporting system) that allows Department staff to locate an examinee's complete registration and test administration history and produce Department specific reports as needed.	The Respondent must have the technology and software capabilities to implement and maintain an integrated web-based system for Department staff to review the reports mentioned in this section.
T16	5	1	Conduct recruiting, travel coordination and assist the Department with test development logistics/meetings and ordering test development materials.	The Respondent must demonstrate the ability to assist the Department in recruiting Subject Matter Experts and in conducting travel coordination for the Department's test development meetings.
T17	5	2	Conduct pilot testing for FTCE written prompts using Department guidelines as articulated in section 7.3.3	The Respondent must demonstrate past experience in conducting pilot testing for written prompts.

ATTACHMENT '17'

EVALUATION CRITERIA FOR MANAGEMENT PLAN

Criterion Number	Maximum Points	Weighted Value	Work Task	Criteria
M1	5	2	Administer all examinations in and score verification sessions securely via CBT through the LXR test delivery system or a test delivery system compatible with LXR. Review and approve and provide examinations to examinees that have been approved for accommodations. Scoring both multiple choice and performance components (using holistic scoring method).	The Respondent must have documented experience in successfully administering examinations via CBT securely and administering examinations to examinees that have been approved for accommodations. The respondent must also have documented experience in successfully scoring both multiple choice and performance components (using holistic scoring method).
M2	5	2	Provide score verification services via CBT and complete all work tasks in Appendix C. Recruit Key Vaildators; provide data reports and access to the respondent's psychometric and legal staff to assist with examinee challenges and administrative hearings.	The Respondent must demonstrate they have enough personnel and provide Vitae for the members of their team that will be assigned to work on score verification tasks.
M3	5	2	Establish a secure web-based system and secure FTP site for project documents to be posted and retained for the life of the contract	The Respondent must demonstrate it has the technological capabilities and documented experience in completing this work task.
M4	5	2	Establish/Maintain 23 secure CBT sites and customer and technical support center	The Respondent must demonstrate it has the infrastructure in place to maintain 23 CBT sites and a customer service and technical support center.
M5	5	2	Securely maintain test items, test forms, answer keys, examinee scores' and other secure material that are produced as a result of this contract.	The Respondent must describe in detail how test items, test forms, answer keys, examinee scores' and other material will be securely maintained through the life of the contract.

ATTACHMENT '18'

OUTLINE OF SCORING AND DATA REPORTS

The delivery method for all reports, unless otherwise stated, is electronic via VPN and/or secure Website.

C1 = Tier 1 Critical Work Task

*Unless otherwise stated, due dates are calendar days relative to the last testing day of the month.

**For newly revised examinations there will be a delay of approximately one week in the release of score reports due to key validation activities.

Name of Deliverable	Section Number	Due Date/Timeline*
Scoring Approved	7.3.2	Scoring Approved by the Department per the schedule indicated in the Scoring Operational Plan
C-2 Score Report Release to Examinees	7.2.2	Release of Score Reports: Within 4 weeks of testing for multiple-choice examinations**; Within 6 weeks of testing for examinations with performance components** (Batches delivered every 2 weeks per schedule indicated in the Scoring Operational Plan)
C-2 Score Reporting to the Bureau of Educator Certification (BEC)	NA	Same day as release of score reports to examinees (Batches delivered every 2 weeks)
Score Reporting to Institutions (upon examinee request)	NA	Same day as release of score reports to examinees (Batches delivered every 2 weeks)
Score Reporting to School Districts (upon examinee request) Currently by paper reports, but may convert to electronic when available	NA	Same day as release of score reports to examinees (Batches delivered every 2 weeks)
C1-Activate System for Pass/Fail Status	Admin Section	Same day as release of score reports to examinees
C1-Scoring Materials for Data Checking	7.2.3.1	
<u>Pre-administration Data Checking</u> 1.)Scale Score Conversion Tables by form (for fields with established cut scores only) 2.) All applicable scoring memos, including	7.2.3.1.1	First week of the month prior to test administration (Fields scheduled for key validation or pending equating will have answer keys but will not have conversion tables.)

Name of Deliverable	Section Number	Due Date/Timeline*
<p>equating/cut score plans</p> <p>3.)P-Value Base Form Equal Percent and Equating spreadsheet for the month</p> <p>4.)Updated equating history spreadsheet</p> <p>5.)Computer-generated answer keys for new and revised forms</p> <p>6.)Equating output documents for revised forms for which pre-equating analyses were conducted</p> <p>7.)Scoring/Scaling Spreadsheet configured for the active test forms for the current scoring cycle</p> <p>8.)Answer key and score conversion tables as electronic files configured for Departmental use in their score audit SAS programs</p>		
<p><u>Post-administration Data Checking</u></p> <p>1.)Executive Summary (summary statistics report; includes Preliminary Percent Passing)</p> <p>2.)Preliminary Item Analysis</p> <p>3.)Data files of raw scores and final scores configured for Departmental use in score audit SAS programs</p> <p>4.)QC Roster and QC Summary reports</p> <p>5.)Scoring/Scaling Spreadsheet configured for the active test forms for the current scoring cycle</p>	7.2.3.1.2	Biweekly

Name of Deliverable	Section Number	Due Date/Timeline*
6.)P-Value Base Form Equal Percent and Equating Spreadsheet for the active test forms 7.)Sample individual score reports 8.)Score release summary reports 9.)Answer Keys		
C1-Alpha & SSN Rosters for CBT	7.2.3.4	+7 weeks from the last day of testing month
C1-Item Bank History/Item Bank Update of Statistics	7.2.3.17	+7 weeks after the last day of testing month or last day of test form rotation/usage
C1-Final Item Analysis	7.2.3.3	+7 weeks after the last day of the testing month or last day of test form rotation/usage
C1-Frequency Distributions	7.2.3.5	+7 weeks after the last day of the testing month or last day of test form rotation/usage
C1-Mean and Standard Deviation	7.2.3.6	+7 weeks after the last day of the testing month or last day of test form rotation/usage
C1-Equating Statistics and Materials	7.2.3.7	+7 weeks after the last day of the testing month or last day of test form rotation/usage
C1-DIF analysis of test item bias (form-based report for all tests that meet specified criteria for focal groups)	7.2.3.8	+7 weeks after the last day of the testing month or last day of test form rotation/usage
C1-Rater Reliability	7.2.4.3	+3 weeks after each holistic scoring session per schedule indicated in the Scoring Operational Plan
C1-Rater Performance (Monitor Reports)	NA	Within 1 week after each holistic scoring session per schedule indicated in the Scoring Operational Plan
C1-Passing Rates (for National Report Card)	7.2.3.10	March 31 for previous calendar year
C1-Cumulative File	7.2.3.16	First business day of the month
C1-Cumulative File of Raters	7.2.4.1	Updated quarterly and as new raters are approved

Name of Deliverable	Section Number	Due Date/Timeline*
C1-Master Key File	7.2.3.9	First business day of the month
C1-Historical Master File (Updated monthly)	7.2.3.15	First business day of the month
C1-FELE University Reports	7.2.3.11 7.2.3.12	+7 weeks after the last date of each testing month
C1-Score History Data	7.2.3.13	Per college/university Request (within 14 business days)
C1-Percentage Correct by Competency	7.2.3.14	Per college/university Request (within 14 business days)