

FLORIDA DEPARTMENT OF EDUCATION



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June 23, 2009

NCS Pearson, Inc.
2510 North Dodge Street
Iowa City, Iowa 52245

DOE Contract Number – 09-658
Development and Administration of a Standard-Based
Assessment Program for the State of Florida

Attention: Adwin L. Hesseltine, Contract Analyst

Dear Mr. Hesseltine:

The attached contract has been filed in the Contract Administration Office and has been assigned the DOE Contract Number shown above. For proper identification, all financial documents connected with this contract should show this number.

Please submit your invoice(s) to the Department of Education to the attention of Cornelia Orr, 325 W. Gaines St., Suite 414, Tallahassee, FL 32399-0400.

If you have general questions regarding the contract, invoicing or payment, please contact Cornelia Orr at 850-245-0513.

Sincerely,

A handwritten signature in cursive script that reads "Donna Waller".

Donna Waller
Operations and Management Consultant II
Bureau of Contracts, Grants and Procurement Management Services

cc: Cornelia Orr
Amy Hammock
Karen McAneny

STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)
NO. 09-658

Department of Education	Name of Contractor
Division: <u>Accountability, Research, and Measurement</u>	<u>NCS Pearson, Inc.</u>
Bureau: <u>Office of Assessment</u>	Address of principal place of business:
Section: <u>Office of Assessment</u>	<u>2510 North Dodge Street</u> <u>Iowa City, Iowa 52245</u>

THIS CONTRACT ("Contract") is entered into as a contractual undertaking by and between the Florida Department of Education (Department) and the above-named Contractor ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

Development and Administration of a standards-based assessment program for the state of Florida.

II. Brief Summary of Nature and Purpose of Project:

This Contractor agrees to provide the required products and services necessary for the purpose of development and administration of the state standards-based assessment program during the base contract period that begins with the fall 2009 FCAT Reading and Mathematics Retake administration and extends through the spring 2013 test administration. An optional renewal period, if exercised by the Department, will extend the contract period through the spring 2015 test administration. Florida is contracting with NCS Pearson, Inc. as a provider for the comprehensive assessment services to implement the program in Florida, including development, psychometric services, administration, scoring, and reporting for spring and fall retakes, End of Course exams, and spring assessments.

III. Contract Documents:

The documents establishing and constituting the contractual relationship between the Department and the Contractor (referred to collectively as the "Contract") supercede all prior agreements and understandings, written or oral, regarding this Project and consist of the following:

- A. This Contract, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows (reference additional attachments as appropriate):
1. Attachment A: Detailed Description of Performance Duties;
 2. Attachment B: Payment Terms and Schedule;
 3. Attachment C: Standard Terms and Conditions;
 4. If determined by the Department to be applicable, Attachment D: Single Audit Act Requirements. The Department determines that Attachment D is not applicable; and
 5. If determined by the Department to be applicable, Attachment E: Minority Sub Contractors Utilization Summary. The Department determines that Attachment E is applicable.

B. The following additional documents: (Attachments are described in Subsections V.B.1.-V.B.5. and V.C.2. of Attachment A.)

- F.1. RFP 2008-17 for Contract 09-658, originally released on April 4, 2008 and redlined version dated June 13, 2009
- F.2. Addendum #1 for RFP 2008-17, dated May 9, 2008
- F.3. Contractor's Technical Proposal for RFP 2008-17, dated June 11, 2008
- F.4. Contractor's Cost Proposal for RFP 2008-17, dated June 11, 2008
- F.5. Memorandum of Understanding (MOU) dated March 24, 2009
- F.6. Contract Change Order Form

This contract is the result of negotiated reductions in the scope of work and a corresponding reduction in Contract price, as compared with the greater scope and price contemplated in the original RFP dated April 4, 2008 and Contractor's proposals dated June 11, 2008. Accordingly, the Department and the Contractor have redlined the original RFP to reflect the current scope of work, and this paragraph establishes the order of preference by which the Contract documents identified above shall govern. References to the RFP in the Contract and Attachments shall refer to the redlined RFP version of the document. The provisions of this Contract and Attachments A, B, C, and E listed in Subsection III.A. shall govern any inconsistent or conflicting provisions in the other Contract documents identified above. Provisions in the redlined RFP, MOU, and last amended Technical and Cost proposals, and each document made a part thereof shall govern any inconsistent or conflicting provisions in the original RFP and earlier versions of Proposals and each document made a part thereof.

IV. Project Management:

The Department and the Contractor designate their respective representatives, identified below ("Contract Manager"), for coordination, communication, and management of the Project.

For the Department:

For the Contractor:

Cornelia S. Orr
(Name)

Martin Mineck
(Name)

Assistant Deputy Commissioner
(Title)

Program Director
(Title)

Accountability, Research, and Measurement

NCS Pearson, Inc.

(Mailing address)
Turlington Building, Suite 414
325 West Gaines Street
Tallahassee, FL 32399-0400

(Mailing address)
2510 North Dodge Street
Mail Stop 160
Iowa City, Iowa 52245

(Phone, fax and e-mail)
phone: 850.245.0513
fax: 850.245.0793
cornelia.orr@fldoe.org

(Phone, fax and e-mail)
phone: 319.339.6798
fax: 319.358.4226
martin.mineck@pearson.com

V. Effective Date:

This Contract shall be effective the date upon which it is signed by both Department and Contractor.

VI. Expiration Date:

This Contract shall expire on November 30, 2013, unless cancelled earlier in accordance with its terms.

VII. Renewal:

Subject to the limitations set forth in Sections 287.057(14), and 287.058(1)(f), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period with commencement and expiration dates as follows: December 1, 2013 through November 30, 2015.

The Department shall provide written notice by November 30, 2012, as specified in RFP s. 8.34, of its decision to exercise its option.

VIII. Travel:

Contractor will will not be reimbursed for travel pursuant to Section 112.061, Florida Statutes, and only if authorized by Subsection I.B. of Attachment C and the Memorandum of Understanding, Attachment F.5.

IX. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the recipient Contract Manager either 1) in writing addressed to the applicable Contract Manager by certified mail, return receipt requested, 2) by hand delivery, or 3) by e-mail or other form of electronic delivery.

X. Approval and Execution:

The Department and the Contractor have caused this Contract to be executed by their undersigned officials, duly authorized.

NCS Pearson, Inc.

By: RE Knudson

Printed Name: Richard E. Knudson

VP + CFO, State Services,
Title: Assessment + Information group

Date: June 19, 2009

Department of Education

By: Eric J. Smith

Printed Name: Eric J. Smith

Title: Commissioner of Education

Date: 6/22/09

Approval of Department's Office of General Counsel
as to form and legality:

By: Steven Ferst

Printed Name: Steven Ferst

Title: Deputy General Counsel

Date: 6/15/09

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES
09-658**

The detailed description of the Contractor's performance duties and related provisions for the procurement Contract awarded to NCS Pearson, Inc., Contract 09-658, are as follows:

I. Project Overview:

- A. Program Background and Purpose of Project: This contract is for the purpose of development and administration of the state standards-based assessment program for a base contract period that begins with the fall 2009 FCAT Reading and Mathematics Retake administration and extends through the 2013 test administrations, with one 2-year optional renewal period extending the contract period through the 2015 test administrations, as set forth in an Request for Proposals 2008-17 entitled, *Florida's Standards-Based Assessment System* (Attachment F.1.), including Addendum 1 (Attachment F.2.) and the Memorandum of Understanding (Attachment F.5.). The Contractor shall complete the work tasks and deliver the products and services, as defined in RFP Sections 1.0 – 7.0 and the Memorandum of Understanding.

In fulfilling the terms of this contract,

1. The Contractor agrees to provide the Department with the following products and services:

Complete development, psychometric services, administration, scoring and reporting work related to implement Florida's standards-based assessment program, as defined in Sections 1.0 – 7.0. of a Request for Proposals (RFP) 2008-17 entitled, *Florida's Standards-Based Assessment System* (Attachment F.1.), and the Memorandum of Understanding (Attachment F.5.). All deliverables shall be received by the Department in accordance with the work schedule established for the Contractor pursuant to Section 7.7 and Appendix C of said RFP.

2. The Department agrees:

- a. To cooperate in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing.
- b. To designate in writing to the Contractor a Contractor Manager to act for the Department in all matters pertaining to this Contract and to accept and approve all deliverables and invoices.
- c. To pay the Contractor the sum of two hundred fifty-four million, one hundred thousand and no/dollars (\$254,100,000.00), as specified in Section II. of Attachment B, for providing satisfactory products and services, as specified in Subsection I.A.1. above, with payment to be made as provided in Subsection V.A. of this Attachment A.

- B. Scope of Work: The scope of work for this RFP includes services for three statewide assessments: (1) Florida Comprehensive Assessment Tests (FCAT); (2) Florida Standards Assessments (FSA); and (3) Florida End-of-Course Tests (EOC). Services include the development, administration, and scoring for the three assessment programs. Program descriptions are listed in RFP Section 2.0.

- C. Governing Statutory and Administrative Requirements.

The statutes and administrative rules or regulations to be implemented by this project are as follows:

State: Florida Statutes, 1008.22

Federal: No Child Left Behind Act of 2001 and Public Law 107 - 110

- D. Required Outcome of the Project.

See Subsection I.A.1. of this Attachment A.

- E. Role of Contractor in the Project Outcome.

See Subsection I.A.1. of this Attachment A.

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PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

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- F. Role of the Department.
See Subsection I.A.2. and Section V. of this Attachment A.

II. Project Phases and Deliverables:

- A. Description of the Major Phases Stages or Other Organizational Structure of the Project.
As defined and detailed in Sections 1.0–7.0 of said RFP (Attachment F.1.)
- B. Deliverables.
The following is the itemized list of each Deliverable which the Contractor is required to provide to the Department, and for each Deliverable: the specifications for the Deliverable; the description of the activities leading to the Deliverable; and the expected date of completion of the Deliverable.
See Subsections I.A.1 and V.A. of this Attachment A.
- C. Criteria for Final Completion of the Contract.
The criteria for final completion of the Contract are the delivery to and approval by the Department of all Deliverables required by the Contract.
- D. Acceptance Testing.
To implement the provisions of Attachment C, Section IV., Deliverables shall be approved in accordance with the following acceptance testing plan: Upon delivery to and acceptance of the required products and services by the Contract Manager, as applicable.
- E. Software Updates.
If the project involves the use of software to be provided by or through the Contractor, periodic updates to such software will be handled in accordance with the following:
NOT APPLICABLE

III. Modification of Standard Terms and Conditions.

Each of the following enumerated provisions supersedes or modifies, as indicated, the section of Attachment C, Standard Terms and Conditions, to which it expressly refers:

- A. Section IX. of Attachment C: The following paragraph provides additional specificity to the intentions of the parties regarding personal information in connection with this Contract.

It is understood and agreed that, in accordance with the Family Educational Rights and Privacy Act (FERPA) and the Children's On-line Privacy Protection Act (COPPA) it is the intention of the parties that personal information, such as student names, grade level and/or other identification of students, including students who may be under the age of thirteen, and other data concerning students needed to determine or report test answers, test scores, and/or test result analyses (hereinafter, "Personal Data"), will be held in confidence by the parties and, if gathered or transmitted on-line, whether directly or indirectly, will be deemed gathered or transmitted by or under the authority of the Department, including transmission between the computers or servers of or under the control of the Department or the Contractor. With respect to such Personal Data, it is agreed that all such Personal Data shall be the property of the Department and shall be gathered and transmitted to the Contractor by or under the authority of the Department in order to enable the Department to assess the performance of the students to whom the test is administered and to carry out the Department's educational or other responsibilities under law. The Contractor notes that the State of Florida and its schools may be exempt from the requirements of law in relation to Personal Data obtained via testing by the State or its schools as non-profit institutions. However, if it is required by law to obtain parental consents, the Department will be responsible for obtaining such consents.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
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DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

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- B. Section XI. of Attachment C: RFP Section 1.2 provides additional specificity to the copyright of all products and materials for this project.
- C. Section XII. of Attachment C: Subject to Subsections V.C.2, V.C.6, and V.D.2 of this Attachment A, this Contract may be changed or modified only by an amendment executed in the same fashion as the original.
- D. Section XIV. of Attachment C: 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, the Chief Financial Officer and Federal Funding Agency (or its authorized representative).
- E. Section XV. of Attachment C: The Contractor agrees to permit onsite visits by designated Department employees or agents (including any Federal Funding Agency and its authorized representative) to conduct audits or 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.
- F. Section XXX. of Attachment C: The Department also shall exercise the right to cancel for cause as prescribed in Subsection V.E. of Attachment A.
- G. Section XXIX. of Attachment C: Said section is amended to read as follows:

"The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice. Upon cancellation, the Department shall pay the Contractor for all reasonable costs associated with this Contract that the Contractor (or its subcontractors) has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract."

IV. Performance Bond.

As provided in Attachment C, Section XVII. and as specified in Section 8.38 of said RFP (Attachment F.1):

- A. The Contractor shall provide a performance bond , another form of security or not applicable .
- B. If applicable, the amount of the Contractor's performance bond is is not the total amount of the Contract. The Contractor agrees to provide the Department within ten (10) days after execution of this Contract a performance and payment bond in the amount of 10% of the total contract amount to ensure full and complete performance of the contract. Such bond shall be issued from a reliable surety company that is licensed to do business in the State of Florida and is acceptable to the Department. The performance and payment bond shall be maintained during the entire life of the Contract, but may be renewed or replaced annually. During the life of the Contract, if the total contract cost changes because of a contract amendment(s), then the amount of the performance bond will increase or decrease accordingly so that each renewed performance bond amount is ten percent (10%) of the total amended Contract amount.
- C. If applicable, the form of the other security shall be () in the amount of \$ NOT APPLICABLE.

V. Additional Terms and Conditions.

The Contract includes the following enumerated additional terms and conditions:

- A. This Section continues Subsection I.A.2.c of this Attachment A above and Section III. of Attachment B:

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1. \$4,590,738.00 of the cost on or about June 30, 2009, upon completion and delivery of the following:
 - Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Begin migration of items from existing item bank to new item bank/ update item bank with statistics from 2009 RMSW administration;
 - Complete item development plan for comprehensive test item development for Cycle 2011;
 - Begin item/prompt development for Cycle 2011 FCAT/FSA Reading, Mathematics, Science, and plan for Cycle 2011 development for End of Course exams;
 - Gather requirements for educator meeting specifications for 2009 state review meetings;
 - Complete field-test forms and item sets development for 2010 FCAT/FSA Reading, Mathematics, and Science;
 - Complete development of Cycle 2010 test construction specifications and system;
 - Finalize planning for test form construction for 2010 FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms;
 - Complete production specifications and style guide for 2010 printed tests;
 - Complete Pre-identification specifications for materials distribution;
 - Complete Field test and calibration sample specifications for Reading, Mathematics, Science, and early return sample;
 - Finalize plans for handscoring replication study;
 - Develop reports and file specifications for score reporting;
 - Begin planning results deliveries for FCAT/retake tests; and
 - Prepare production specifications, sample test materials, and test item specifications for Interpretive Products;

2. \$9,109,260.00 of the cost on or about August 31, 2009, upon completion and delivery of the following:
 - Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue migration of items from existing item bank to new item bank /update item bank with item bank change forms;
 - Complete item/prompt development for Cycle 2011 FCAT/FSA Reading, Mathematics, Science, and continue Cycle 2011 item/prompt development for End of Course exams;
 - Prepare material to conduct Reading passage reviews, bias and sensitivity reviews, and finalize educator meeting specifications for 2009 state review meetings;
 - Continue review of field test forms and item sets development for 2010 FCAT/FSA Reading, Mathematics, Science and End of Course exams;
 - Revise test construction specifications and system based on input from 2010 test construction;
 - Complete test form construction for 2010 FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and End of Course exams;
 - Prepare for printing test books, answer documents, and retake forms for 2010 FCAT/FSA printed tests;
 - Complete Cycle 2010 production specifications, style guide, and Reading/Mathematics retake forms for computer-based tests;
 - Begin construction of Braille, large print, and one item per page accommodations for 2010 FCAT/FSA paper-based tests;
 - Begin to pack and distribute printed test materials for fall retake;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals ;
 - Prepare Field test and calibration sample specifications for Reading, Mathematics, Science and early return samples;
 - Prepare Calibrating, equating, and scaling specifications for Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for fall, spring retakes; Writing administration; and spring Reading, Mathematics, and Science administrations;
 - Develop data verification specifications and quality control systems, and verify answer keys for data verification and quality assurance;

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- Develop scanning/scoring specifications and retake tests mock/mini state files for scanning of student responses;
 - Continue handscoring replication study;
 - Finalize reports and file specifications, plan for results deliveries for FCAT/FSA retake tests and electronic results for reporting of scores;
 - Conduct technical oversight and prepare special studies, comparability of scales and different modalities, and calibration/equating studies;
 - Prepare production specifications, sample test materials, and test item specifications for Interpretive Products; and
 - Prepare for Cycle 2011 item content reviews;
3. \$7,976,126.00 of the cost on or about November 30, 2009, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue migration of items from existing item bank to new item bank /update item bank with item bank change forms;
 - Complete item/prompt development for Cycle 2011 FCAT/FSA Reading, Mathematics, Science, and continue Cycle 2011 item/prompt development for End of Course exams;
 - Conduct Reading passage reviews, bias and sensitivity reviews, and complete educator meeting specifications for 2009 state review meetings;
 - Continue field test forms and item sets development for 2010 End of Course exams;
 - Complete Test form construction for End of Course exams;
 - Begin printing test books and answer documents for 2010 FCAT/FSA printed tests and;
 - Continue development of 2010 End of Course exams for computer-based test environment;
 - Complete Braille, large print, and one item per page accommodations for 2010 FCAT/FSA paper-based tests;
 - Pack, distribute, and retrieve printed test materials;
 - Provide customer satisfaction information, missing materials report/inventory, and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals, calculators;
 - Plan and conduct test administration annual meeting;
 - Develop field test and calibration sample specifications for Reading, Mathematics, and Science;
 - Develop calibrating, equating, and scaling specifications for Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for spring retakes; Writing administration; and spring Reading, Mathematics, and Science administrations;
 - Finalize new measurement model for FSA Writing;
 - Develop data verification specifications and quality control systems for data verification and quality assurance;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests,
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Score student responses, including finalization of handscoring specifications, delivery of a handscoring replication study, preparation/handscoring of performance tasks, checking for anomalies and missing scores;
 - Review/Finalize reports and file specifications for reporting of scores;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results;
 - Conduct technical oversight and prepare special studies, comparability of scales and different modalities, and calibration/equating studies;
 - Prepare sample test materials and test item specifications for Interpretive Products; and
 - Conduct item content reviews for Cycle 2011 Reading and Mathematics development;
4. \$19,181,312.00 of the cost on or about February 28, 2010, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;

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- Continue migration of items from existing item bank to new item bank /update item bank with item bank change forms;
 - Begin Cycle 2012 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Begin planning for Fall 2010 Reading passage reviews, bias and sensitivity reviews, and educator meeting specifications for state review meetings;
 - Finalize field test forms and item sets development for 2010 End of Course exams;
 - Draft Cycle 2011 test construction specifications and system;
 - Begin planning for test form construction for Cycle 2011 FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and End of Course exams;
 - Begin planning for Cycle 2011 production specifications, style guide, and printed test books and answer documents for FCAT/FSA printed tests and retake exams;
 - Begin planning for Cycle 2011 production specifications, style guide, and FSA Writing for computer-based tests;
 - Begin planning for Cycle 2011 production of Braille, large print, and one item per page accommodations for FCAT/FSA paper-based tests;
 - Finalize pre-identification specifications;
 - Pack , distribute, printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals,;
 - Finalize scan programs used for processing and scoring calibration samples for Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing test;
 - Develop FCAT/FSA scoring tables for spring retakes;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests,;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - finalize handscoring specifications;
 - Review/Finalize reports and file specifications for reporting of scores;
 - Conduct technical oversight and prepare special studies, and
 - Begin planning for Cycle 2011 production specifications, sample test materials, and continue developing test item specifications for Interpretive Products;
5. \$13,642,394.00 of the cost on or about May 31, 2010, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue migration of items from existing item bank to new item bank /update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Continue Cycle 2012 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Complete pilot testing of Writing prompts for FCAT/FSA Writing;
 - Continue planning for Fall 2010 Reading passage reviews and bias and sensitivity reviews for state review meetings;
 - Finalize Cycle 2011 field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing and continue field test forms and item sets development for End of Course exams;
 - Finalize Cycle 2011 test construction specifications and system;
 - Prepare for Cycle 2011 test form construction for FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and End of Course exams;

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- Create schedule for printing test books and answer documents for Cycle 2011 End of Course exams with accommodations;
 - Prepare for Cycle 2011 End of Course exams for computer-based tests;
 - Retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals, and other ancillary materials;
 - Provide field test and calibration sample specifications for Reading, Mathematics, Science, End of Course, and early return samples;
 - Provide calibrating, equating, and scaling specifications for Reading, Mathematics, and Science;
 - Process and score calibration samples for Reading, Mathematics, and Science;
 - Complete processing and scoring calibration samples for Writing test;
 - Develop FCAT/FSA scoring tables for Writing administration and spring Reading, Mathematics, and Science administrations;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mini state files of scanned student responses for retake tests, spring tests,
 - Conduct technical oversight and special processing for Braille/large print student responses and other special handling; and
 - Score student responses, including preparation/handscored of performance and Writing tasks;
6. \$14,152,460.00 of the cost on or about August 31, 2010, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Complete migration of items from existing item bank to new item bank and continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Complete Cycle 2012 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items and End of Course exams;
 - Prepare for review of pilot testing of Writing prompts for FCAT/FSA and prompts;
 - Finalize planning for Fall 2010 bias and sensitivity reviews for state review meetings;
 - Continue production of Cycle 2011 field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing, and End of Course exams;
 - Revise test construction specifications and system based on input from Cycle 2011 test construction;
 - Complete test form construction for Cycle 2011 FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and continue Complete test form construction for Cycle 2011 End of Course exams;
 - Prepare for printing Cycle 2011 Reading/Mathematics retake forms for FCAT/FSA printed tests;
 - Complete Reading/Mathematics retake forms for Fall 2010 computer-based tests;
 - Begin production of Cycle 2011 Braille, large print, and one item per page accommodations for FCAT/FSA paper-based tests;
 - Pack, distribute, printed test materials;
 - Provide customer satisfaction information, missing materials report/inventory, and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals, and other ancillary materials;
 - Test administration debrief for the Administration Annual Meeting;
 - Provide field test and calibration sample specifications for Writing prompts, Reading, Mathematics, Science, early return samples, and End of Course;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Reading, Mathematics, and Science;

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- Develop FCAT/FSA scoring tables for fall retakes; Writing administration; and spring Reading, Mathematics, and Science administrations;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Deliver complete results for FCAT/FSA Writing, Reading, Mathematics, Science, exams for reporting of scores;
 - Checking for anomalies and missing scores;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results and demographic reports;
 - Conduct technical oversight and prepare special studies, including, and comparability of scales and different modalities;
 - Continue developing production specifications, sample test materials, and test item specifications for Interpretive Products; and
 - Finalize planning for Fall 2010 item content reviews;
7. \$7,811,535.00 of the cost on or about November 30, 2010, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Conduct post-committee review of Cycle 2012 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Prepare for Spring 2011 pilot testing of Writing prompts for FCAT/FSA;
 - Complete Fall 2010 bias and sensitivity reviews for state review meetings;
 - Complete printing test books and answer documents for Cycle 2011 End of Course exams with accommodations;
 - Finalize Cycle 2011 End of Course exams for computer-based tests;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals and other ancillary materials;
 - Plan and conduct Annual Assessment Coordinators meeting;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for Writing administration and spring Reading, Mathematics, and Science administrations;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests,
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results
 - Conduct technical oversight and prepare special studies, including a technical report, comparability of scales and different modalities, and calibration/equating studies;
 - Continue production of sample test materials and test item specifications for Interpretive Products; and
 - Complete Fall 2010 item content reviews;

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8. \$22,442,284.00 of the cost on or about February 28, 2011, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Finalize Cycle 2013 item development plan;
 - Begin Cycle 2013 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Prepare Fall 2011 educator meeting specifications and prepare for Fall 2011 Reading passage reviews, bias and sensitivity reviews, Science expert reviews, and Writing prompt reviews for state review meetings;
 - Begin planning for production of Cycle 2012 field test forms and item sets development for End of Course exams;
 - Draft Cycle 2012 test construction specifications and system;
 - Begin planning for test form construction for Cycle 2012 for FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and End of Course exams;
 - Begin planning for Cycle 2012 production specifications, style guide, and printed test books and answer documents for FCAT/FSA printed tests and retake exams;
 - Begin planning for Cycle 2012 production specifications, style guide, and Reading/Mathematics retake forms for computer-based tests;
 - Begin planning for Cycle 2012 production of Braille, large print, one item per page, and screen reader accommodations for FCAT/FSA paper-based tests;
 - Develop Braille and screen reader accommodations for FCAT/FSA computer-based tests;
 - Finalize pre-identification specifications;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals,;
 - Complete scan programs used for processing calibration samples for Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing test;
 - Develop FCAT/FSA scoring tables for End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests,
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Finalize handscoring specifications;
 - Review/Finalize reports and file specifications for reporting of scores;
 - Conduct technical oversight and prepare special studies, including vertical scaling; and
 - Begin planning for Cycle 2012 production specifications, sample test materials, and continue developing test item specifications for Interpretive Products;
9. \$13,093,721.00 of the cost on or about May 31, 2011, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Continue Cycle 2013 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Pilot testing of Writing prompts for FCAT/FSA Writing;
 - Continue planning for Fall 2011 Reading passage reviews, bias and sensitivity reviews and Writing prompt reviews for state review meetings;

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- Finalize Cycle 2012 field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing and continue field test forms and item sets development for End of Course exams;
 - Finalize Cycle 2012 test construction specifications and system;
 - Prepare for Cycle 2012 test form construction for FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and End of Course exams;
 - Prepare for printing test books and answer documents for Cycle 2012 End of Course exams with accommodations;
 - Prepare for Cycle 2012 End of Course exams for computer-based tests;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals, and other ancillary materials;
 - Provide field test and calibration sample specifications for Writing, Reading, Mathematics, Science, End of Course, and early return samples;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing prompt field test;
 - Develop FCAT/FSA scoring tables for spring Reading, Mathematics, and Science administrations, and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling; and
 - Score student responses, including preparation/handscored of performance and Writing tasks, and checking for anomalies and missing scores;
10. \$17,023,706.00 of the cost on or about August 31, 2011, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Complete Cycle 2013 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items and End of Course exams;
 - Prepare for review of pilot testing of Writing prompts for FCAT/FSA prompts;
 - Finalize planning for Fall 2011 bias and sensitivity reviews for state review meetings;
 - Continue production of Cycle 2012 Field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items and prompts, and End of Course exams;
 - Revise test construction specifications and system based on input from Cycle 2012 test construction;
 - Complete test form construction for Cycle 2012 FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and continue Complete test form construction for Cycle 2012 End of Course exams;
 - Prepare for printing Cycle 2012 Reading/Mathematics retake forms for FCAT/FSA printed tests;
 - Complete Reading/Mathematics retake forms for Fall 2011 computer-based tests;
 - Begin production of Cycle 2012 Braille, large print, one item per page, and screen reader accommodations for FCAT/FSA paper-based tests;
 - Develop Braille and screen reader accommodations for FCAT/FSA computer-based tests;
 - Pack , distribute, printed test materials;
 - Provide customer satisfaction information, missing materials report/inventory, and disposition of materials;

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- Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals, and other ancillary materials;
 - Test administration debrief for the Administration Annual Meeting;
 - Provide field test and calibration sample specifications for Writing prompts, Reading, Mathematics, Science, early return samples, and End of Course;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Complete processing and scoring of calibration samples for Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for fall, retakes; Writing administration; and spring Reading, Mathematics, and Science administrations; and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Complete special processing for Braille/large print student responses and other special handling for spring tests;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results and demographic reports;
 - Deliver complete results for FCAT/FSA End of Course exams for reporting of scores;
 - Conduct technical oversight and prepare special studies, including, achievement level standard setting, vertical scaling, and comparability of scales and different modalities;
 - Continue developing production specifications, sample test materials, and test item specifications for Interpretive Products; and
 - Finalize planning for Fall 2011 item content reviews;
11. \$9,205,081.00 of the cost on or about November 30, 2011, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Complete post-committee review of Cycle 2013 of item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Prepare for Spring 2012 Pilot testing of Writing prompts for FCAT/FSA;
 - Complete Fall 2011 bias and sensitivity reviews for state review meetings;
 - Complete printing test books and answer documents for Cycle 2012 End of Course exams with accommodations;
 - Finalize Cycle 2012 End of Course exams for computer-based tests;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals and other ancillary materials;
 - Plan and conduct Annual Assessment Coordinators meeting;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for Writing administration, and spring Reading, Mathematics, and Science administrations, and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results

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- Conduct technical oversight and prepare special studies, including a technical report, achievement level standard setting, and comparability of scales and different modalities;
 - Continue production of sample test materials and test item specifications for Interpretive Products; and
 - Complete Fall 2011 item content reviews;
12. \$21,723,460.00 of the cost on or about February 29, 2012, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Finalize Cycle 2014 item development plan;
 - Begin Cycle 2014 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Prepare Fall 2012 educator meeting specifications and prepare for Fall 2012 Reading passage reviews, bias and sensitivity reviews, Science expert reviews, and Writing prompt reviews for state review meetings;
 - Begin planning for production of Cycle 2013 field test forms and item sets development for End of Course exams;
 - Draft Cycle 2013 test construction specifications and system;
 - Begin planning for test form construction for Cycle 2013 test form construction for FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms;
 - Begin planning for Cycle 2013 production specifications, test books, and answer documents for FCAT/FSA printed tests and retake exams;
 - Begin planning for Cycle 2013 production specifications, style guide, Writing, and Reading/Mathematics retake forms for computer-based tests;
 - Begin planning for Cycle 2013 production of Braille, large print, one item per page, and screen reader accommodations for FCAT/FSA paper-based tests;
 - Develop Braille and screen reader accommodations for FCAT/FSA computer-based tests;
 - Finalize pre-identification specifications;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals, and rulers;
 - Complete scan programs used for processing calibration samples for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing test;
 - Develop FCAT/FSA scoring tables for spring retakes, and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests,
 - Plan for special processing for Braille/large print student responses and other special handling;
 - Score student responses, including Finalize handscoring specifications;
 - Review/Finalize reports and file specifications for reporting of scores;
 - Conduct technical oversight and prepare special studies, and calibration/equating studies; and
 - Begin planning for Cycle 2013 production specifications, and sample test materials for Interpretive Products;
13. \$12,147,753.00 of the cost on or about May 31, 2012, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;

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- Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Continue Cycle 2014 Item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Pilot testing of Writing prompts for FCAT/FSA Writing;
 - Continue planning for Fall 2012 Reading passage reviews, bias and sensitivity reviews and Writing prompt reviews for state review meetings;
 - Finalize Cycle 2013 field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing and continue field test forms and item sets development for End of Course exams;
 - Finalize Cycle 2013 test construction specifications and system;
 - Prepare for Cycle 2013 test form construction for FCAT/FSA Reading, Mathematics, Science, Writing prompts and multiple choice items, Reading/Math retake forms and End of Course exams;
 - Prepare for printing test books and answer documents for Cycle 2013 End of Course exams with accommodations;
 - Prepare for Cycle 2013 End of Course exams for computer-based tests;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals, and other ancillary materials;
 - Provide field test and calibration sample specifications for Writing, Reading, Mathematics, Science, End of Course, and early return samples;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing prompt field test;
 - Develop FCAT/FSA scoring tables for Writing administration and spring Reading, Mathematics, and Science administrations, and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Score student responses, including preparation/handscored of performance and Writing tasks; and
 - Deliver demographic reports;
14. \$16,639,283.00 of the cost on or about August 31, 2012, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Complete Cycle 2014 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items and End of Course exams;
 - Prepare for review of pilot testing of Writing prompts for FCAT/FSA prompts;
 - Finalize planning for Fall 2012 bias and sensitivity reviews for state review meetings;
 - Continue production of Cycle 2013 Field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items and prompts, and End of Course exams;
 - Revise test construction specifications and system based on input from Cycle 2013 test construction;
 - Complete test form construction for Cycle 2013 FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and continue Complete test form construction for Cycle 2013 End of Course exams;
 - Prepare for printing Cycle 2013 Reading/Mathematics retake forms for FCAT/FSA printed tests;

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- Complete Reading/Mathematics retake forms for Fall 2012 computer-based tests;
 - Begin production of Cycle 2013 Braille, large print, one item per page, and screen reader accommodations for FCAT/FSA paper-based tests;
 - Develop Braille and screen reader accommodations for FCAT/FSA computer-based tests;
 - Pack , distribute, printed test materials;
 - Provide customer satisfaction information, missing materials report/inventory, and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals, and other ancillary materials;
 - Test administration debrief for the Administration Annual Meeting;
 - Field test and calibration sample specifications for Writing prompts, Reading, Mathematics, Science, early return samples, and End of Course;
 - Calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Complete Processing and scoring of calibration samples for Writing, Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for fall, retakes
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Checking for anomalies and missing scores;
 - Deliver complete results for FCAT/FSA Writing, Reading, Mathematics, Science, and End of Course exams for reporting of scores;
 - Conduct technical oversight and prepare special studies, including, achievement level standard setting, calibration/equating studies, and comparability of scales and different modalities;
 - Continue developing production specifications and sample test materials for Interpretive Products; and
 - Finalize planning for Fall 2012 item content reviews;
15. \$8,410,766.00 of the cost on or about November 30, 2012, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Conduct post-committee review of Cycle 2013 Item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Prepare for Spring 2013 Pilot testing of Writing prompts for FCAT/FSA;
 - Complete Fall 2012 bias and sensitivity reviews for state review meetings;
 - Complete printing test books and answer documents for Cycle 2013 End of Course exams with accommodations;
 - Finalize Cycle 2013 End of Course exams for computer-based tests;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals and other ancillary materials;
 - Plan and conduct Annual Assessment Coordinators meeting;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for Writing administration, and spring Reading, Mathematics, and Science administrations, and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;

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- Create mock/mini state files of scanned student responses for retake tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results
 - Conduct technical oversight and prepare special studies, including a technical report, achievement level standard setting, calibration/equating studies, and comparability of scales and different modalities;
 - Continue production of sample test materials for Interpretive Products; and
 - Complete Fall 2012 item content reviews;
16. \$21,111,223.00 of the cost on or about February 28, 2013, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Finalize Cycle 2014 item development plan;
 - Begin Cycle 2014 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Prepare Fall 2013 educator meeting specifications and prepare for Fall 2013 Reading passage reviews, bias and sensitivity reviews, Science expert reviews, and Writing prompt reviews for state review meetings;
 - Begin planning for production of Cycle 2014 Field test forms and item sets development for End of Course exams;
 - Draft Cycle 2014 test construction specifications and system;
 - Begin planning for test form construction for Cycle 2014 test form construction for FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms, and End of Course exams;
 - Begin planning for Cycle 2014 production specifications, style guide, test books, and answer documents for FCAT/FSA printed tests and retake exams;
 - Begin planning for Cycle 2014 production specifications, style guide, Writing, and Reading/Mathematics retake forms for computer-based tests;
 - Begin planning for Cycle 2014 production of Braille, large print, one item per page, and screen reader accommodations for FCAT/FSA paper-based tests;
 - Develop Braille and screen reader accommodations for FCAT/FSA computer-based tests;
 - Finalize pre-identification specifications;
 - Pack , distribute printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals, and rulers;
 - Complete processing and scoring of calibration samples for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing test;
 - Develop FCAT/FSA scoring tables for spring retakes, and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests
 - Plan for special processing for Braille/large print student responses and other special handling;
 - Score student responses, including Finalize handscoring specifications;
 - Review/Finalize reports and file specifications for reporting of scores;
 - Conduct technical oversight and prepare special studies; and
 - Begin planning for Cycle 2013 production specifications, and sample test materials for Interpretive Products;

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17. \$11,938,728.00 of the cost on or about May 31, 2013, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Continue Cycle 2015 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Pilot testing of Writing prompts for FCAT/FSA Writing;
 - Continue planning for Fall 2013 Reading passage reviews, bias and sensitivity reviews and Writing prompt reviews for state review meetings;
 - Finalize Cycle 2014 field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing and continue field test forms and item sets development for End of Course exams;
 - Finalize Cycle 2014 test construction specifications and system;
 - Prepare for Cycle 2014 test form construction for FCAT/FSA Reading, Mathematics, Science, Writing prompts and multiple choice items, Reading/Math retake forms and End of Course exams;
 - Development of special forms for public release;
 - Prepare for printing test books and answer documents for Cycle 2014 End of Course exams with accommodations;
 - Prepare for Cycle 2014 End of Course exams for computer-based tests;
 - retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals, and other ancillary materials;
 - Provide field test and calibration sample specifications for Writing, Reading, Mathematics, Science, End of Course, and early return samples;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing, Reading, Mathematics, and Science;
 - Process and score calibration samples for Writing prompt field test;
 - Develop FCAT/FSA scoring tables for Writing administration and spring Reading, Mathematics, and Science administrations, and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling; and
 - Score student responses, including preparation/handscored of performance and Writing tasks;
18. \$15,625,370.00 of the cost on or about August 31, 2013, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Complete Cycle 2015 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items and End of Course exams;
 - Prepare for review of pilot testing of Writing prompts for FCAT/FSA prompts;
 - Finalize planning for Fall 2013 bias and sensitivity reviews for state review meetings;
 - Continue production of Cycle 2014 field test forms and item sets development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items and prompts, and End of Course exams;
 - Revise test construction specifications and system based on input from Cycle 2014 test construction;

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- Complete test form construction for Cycle 2014 FCAT/FSA Reading, Mathematics, Science, Writing prompts, Reading/Math retake forms and continue Complete test form construction for Cycle 2014 End of Course exams;
 - Prepare for printing Cycle 2014 Reading/Mathematics retake forms for FCAT/FSA printed tests;
 - Complete Reading/Mathematics retake forms for Fall 2013 computer-based tests;
 - Begin production of Cycle 2014 Braille, large print, one item per page, and screen reader accommodations for FCAT/FSA paper-based tests;
 - Develop Braille and screen reader accommodations for FCAT/FSA computer-based tests;
 - Pack , distribute, printed test materials;
 - Provide customer satisfaction information, missing materials report/inventory, and disposition of materials;
 - Provide test administration ancillary materials statewide, including FCAT/FSA test administration manuals, and other ancillary materials;
 - Test administration debrief for the Administration Annual Meeting;
 - Provide field test and calibration sample specifications for Writing prompts, Reading, Mathematics, Science, early return samples, and End of Course;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Complete processing and scoring of calibration samples for Writing, Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for fall retakes and End of Course exams;
 - Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Deliver complete results for FCAT/FSA End of Course exams for reporting of scores;
 - Conduct technical oversight and prepare special studies;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results and demographic reports;
 - Continue developing production specifications and sample test materials for Interpretive Products;
 - Checking for anomalies and missing scores;
 - Continue developing sample test materials for Interpretive Products; and
 - Finalize planning for Fall 2013 item content reviews;
19. \$8,274,800.00 of the cost on or about November 30, 2013, upon completion and delivery of the following:
- Provide program/project management, including weekly management reports, an annual operational plan, a quarterly project schedule, and a quarterly accounting report;
 - Continue to update item bank with item bank change forms and data from previous administrations as it becomes available;
 - Conduct post-committee review of Cycle 2014 item/prompt development for FCAT/FSA Reading, Mathematics, Science, Writing multiple choice items, and End of Course exams;
 - Prepare for Spring 2014 Pilot testing of Writing prompts for FCAT/FSA;
 - Complete Fall 2013 bias and sensitivity reviews for state review meetings;
 - Complete printing test books and answer documents for Cycle 2014 test books and answer documents for End of Course exams with accommodations;
 - Finalize Cycle 2014 End of Course exams for computer-based tests;
 - Pack, distribute, and retrieve printed test materials;
 - Provide missing materials report/inventory and disposition of materials;
 - Provide test administration ancillary materials statewide, including End of Course test administration manuals and other ancillary materials;
 - Plan and conduct Annual Assessment Coordinators meeting;
 - Provide calibrating, equating, and scaling specifications for Writing, Reading, Mathematics, and Science;
 - Develop FCAT/FSA scoring tables for Writing administration, and spring Reading, Mathematics, and Science administrations, and End of Course exams;

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- Develop data verification specifications and quality control systems, verify answer keys, and gridded-response/fill-in adjudication for data verification and quality assurance;
 - Finalize scanning/scoring specifications for scanning student responses;
 - Create mock/mini state files of scanned student responses for retake tests, spring tests, and End of Course exams;
 - Conduct special processing for Braille/large print student responses and other special handling;
 - Complete results deliveries for FCAT/FSA retake tests, including electronic results
 - Conduct technical oversight and prepare special studies, including a technical report;
 - Finalize production of sample test materials for Interpretive Products;
 - Complete Fall 2013 item content reviews; and
 - Less any unused funds as specified in redlined RFP Section 7.12.
- B. This Contract incorporates, by reference, the documents described in Subsections V.B.1. through V.B.5. and V.C.2. of this Attachment A. These documents constitute the entire agreement by and between the Department and the Contractor and supersede all prior agreements and understandings whether oral or written. The Department and the Contractor covenant and agree to abide by all the terms and conditions as set forth in said documents.
1. A Request for Proposals (RFP) 2008-17 originally released April 4, 2008, and redlined June 13, 2009, entitled, *Florida's Standards-Based Assessment System*, consisting of pages one (1) through two hundred fifty four (254), plus Appendices A-R, a copy of which, marked Attachment F.1., is attached hereto and is, by reference, made a part of this agreement.
 2. An addendum to RFP 2008-17 entitled, *Addendum #1, Proposal Number: RFP 2008-17, Florida's Standards-Based Assessment System*, consisting of 1) Questions and Answers; 2) Bidder's Conference Minutes; 3) Revised RFP Appendix A – Product Specifications and Distribution Requirements; 4) Revised RFP Appendix I – Cost Proposal Forms; and 5) PUR 1001 Document, dated May 9, 2008, a copy of which, marked Attachment F.2., is attached hereto and is, by reference, made a part of this agreement.
 3. A technical proposal entitled, *Technical Proposal - Florida's Standards-based Assessment System - FSA*, consisting of Parts I – IV), submitted by NCS Pearson, Inc., in response to the RFP 2008-17 entitled, *Florida's Standards-Based Assessment System*, a copy of which, marked Attachment F.3., is attached hereto and is, by reference, made a part of this agreement.
 4. A cost proposal entitled, *Cost Proposal - Florida's Standards-based Assessment System - FSA*, submitted by NCS Pearson, Inc., a copy of which, marked Attachment F.4., is attached hereto and is, by reference, made a part of this agreement.
 5. A Memorandum of Understanding between the Florida Department of Education and NCS Pearson, Inc. executed by the Department on March 24, 2009, a copy of which, marked Attachment F.5., is attached hereto and is, by reference, made a part of this Agreement.
- C. The parties agree that:
1. The RFP issued by the Department and the original Proposal submitted by the Contractor are complex and technical, and the possibility of an error or omission may have occurred in the process or that a conflict could exist between the RFP and the Proposal as submitted by the Contractor. In the event a conflict exists or the Contractor failed to specifically respond to a provision in the RFP, the Contractor recognizes that the Department has established by its redlined RFP, listed above in Subsections V.B.1. and V.B.2., the services and materials desired in the redlined RFP and the Contractor agrees to provide and perform all those services and materials as called for in the redlined RFP, without an increase in the Contract price.
 2. A change order is a decision made by the Department that requires the Contractor to modify a contract task or to substitute work tasks on a generally equal basis within the scope of a contract activity described in the redlined RFP. Change orders shall be provided in writing by the Department to the Contractor prior to the Contractor having made significant efforts in completing the task. A copy of a Contract Change Order Form (Attachment F.6) is also included in the RFP Appendix K.

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3. In the event of any delays of the Contractor in completing and delivering the products and services required in each of the enumerated contract payments, the Department will withhold applicable monies for the required products and services not completed and delivered. The Contractor will be notified in writing concerning Department action, including specifics of the work not provided and the amount to be withheld.
4. In the event of any delays by the Department in furnishing materials, its approval of products, and return of required documents, the time for performance by the Contractor shall be extended by an amount of time equal to the delay created by such occurrences or a new due date shall be negotiated.
5. Neither the Contractor nor the Department shall be liable or deemed in default under this Contract because of delays by war, riots, terrorism, acts of God, and other events, which have been recognized by the courts as relieving a party from the duty to perform. Neither party shall be deemed untimely in the performance of a contract activity because of a delay caused by a nonparty entity, unless the nonparty entity was selected by the party, has a contractual relationship with the party, or is subject to the control of the party.
6. This Contract may be amended to add or delete work tasks as may be required by a change in the project as provided in Section 8.32 of said RFP (Attachment F.1.). A change that adds a contract task beyond the scope of the tasks described in the redlined RFP or that deletes a task described in the redlined RFP with respect to which there shall be a corresponding adjustment of the contract price shall be accomplished by a contract amendment agreed to by the Department and the Contractor. Contract amendments shall be implemented in accordance with Sections XII. and XXI., Attachment C.
7. The Contractor will make available upon reasonable notice all records pertaining to this Contract to enable the Department or its representatives to conduct an audit pursuant to generally accepted accounting principles pursuant to Section XV., Attachment C.
8. The Contractor will have met all criteria for completion of this Contract when all work tasks have been satisfactorily completed and the Department has received and approved all products and services pursuant to Subsection I.E. and Section II., Attachment C.
9. By November 30, 2012, the Department has the right to exercise the option of renewing the Contract through November 30, 2015, as described in Section 8.34 of said RFP (Attachment F.1.), at the cost for the proposed optional renewal period as stated by the Contractor in the Memorandum of Understanding (Attachment F.5).
10. Subsection V.C.9. above is subject to the following. The Contract, as renewed, shall include changes and modifications which were previously made in accordance with the terms of the Contract. If such changes include an amendment which increased the scope of the project, provided for additional compensation to the Contractor during the initial term, and included activities which are to be continued during the renewal year, the Contractor may propose an amendment to its cost proposal for the optional renewal period base on the previous modifications.

D. Liquidated Damages:

1. Accurate and timely delivery is imperative and, as a result, the contract will include the following provisions for the completion of the Critical Work Tasks and Extremely Critical Work Tasks identified in Section 8.36 and Appendix C of said redlined RFP (Attachment F.1). The Critical and Extremely Critical Work Tasks and deadline dates are shown in Table I below:

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**Table I
Critical and Extremely Critical Work Tasks and Deadline Dates**

Critical Date	Base Contract					ACTIVITY
	2009	2010	2011	2012	2013	
ADMINISTRATION						
C	Aug 28	Aug 27	Aug 26			Fall FCAT Retake - Manuals (both paper- and computer-based) delivered to districts
C			Aug 26	Aug 24		Fall FSA Retake - Manuals (both paper- and computer-based) delivered to districts
XC	Sep 18	Sep 17	Sep 16			Fall FCAT Retake - Test Materials/Ancillaries and Preidentification Labels delivered to districts
XC			Sep 16	Sep 14		Fall FSA Retake - Test Materials/Ancillaries and Preidentification Labels delivered to districts
C			Nov 14	Nov 9	Nov 8	EOC (Semester 1) - All ancillary materials (manuals, work folders - both December and January administrations) delivered to districts
XC			Nov 18	Nov 16	Nov 15	EOC (Semester 1) - Secure documents - December administration ONLY - delivered to districts
C		Nov 19	Nov 18	Nov 16	Nov 22	Writing Prompt Field Test and Writing - Test administration manual and ancillary materials delivered to districts
XC			Dec 16	Dec 14	Dec 18	EOC (Semester 1) - Secure documents - January administration - delivered to districts
C	Dec 18					Writing - Test Administration Manuals delivered to districts
C		Jan 8	Feb 11	Feb 10	Feb 8	RMS - Test Administration Manuals delivered to districts
XC		Jan 22	Feb 4	Feb 3	Feb 1	Writing - Test Materials and Preidentification Labels delivered to districts
XC		Feb 12	Mar 18	Mar 16	Mar 15	RMS - Test Materials and Preidentification Labels delivered to districts
C		Apr 2				EOC Algebra 1 Field Test - Ancillary materials (manuals, work folders) delivered to districts
C			Apr 1			EOC Biology Field Test - Ancillary materials (manuals, work folders) delivered to districts
C				Apr 6		EOC Science Field Test - Ancillary materials (manuals, work folders) delivered to districts
C			Apr 1	Apr 6	Apr 5	EOC (Semester 2) - Ancillary materials (manuals, work folders) delivered to districts
XC			Apr 22	Apr 27	Apr 26	EOC (Semester 2) - Secure materials delivered to districts
SCORING AND REPORTING						
XC	Nov 30	Nov 22	Nov 17	Nov 15		Fall Retake Results Delivery 1
C	Dec 1	Nov 23	Nov 18	Nov 16		Fall Retake Results Delivery 2
C	Dec 4	Dec 3	Nov 29	Nov 27		Fall Retake Results Delivery 3
XC			Dec 20	Dec 18	Dec 17	EOC Semester 1a Results Delivery 1 Preliminary Results
XC			Jan 18	Jan 24	Jan 22	EOC Semester 1b Results Delivery 1 Preliminary Results
XC			Feb 8	Feb 14	Feb 12	EOC Semester 1 - Results Delivery 2
C			Feb 15	Feb 21	Feb 19	EOC Semester 1 - Results Delivery 4
C			Feb 15	Feb 21	Feb 19	EOC Semester 1 - Results Delivery 5
C			Aug 26	Aug 31	Aug 30	EOC Semester 1 - Results Delivery 6

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Critical Date	2009	2010	2011	2012	2013	ACTIVITY
C			Sep 2	Sep 7	Sep 6	EOC Semester 1 - Results Delivery 7
XC		Apr 21	May 4	May 2	May 1	Writing Results Delivery 1
C		Apr 22	May 5	May 3	May 2	Writing Results Delivery 2
XC		Apr 27	May 12	May 10	May 9	Writing Results Delivery 3
C		Jul 9	Jul 29	Jul 27	Jul 26	Writing Results Delivery 4
C		Jul 16	Aug 5	Aug 3	Aug 2	Writing Results Delivery 5
XC		May 5	May 10	May 8	May 7	Spring Retake Results Delivery 1
XC		May 6	May 11	May 9	May 8	Spring Retake Results Delivery 2
C		May 11	May 20	May 18	May 17	Spring Retake Results Delivery 3
XC		May 12	May 25	May 23	May 22	Grade 3 Reading and Math Results Delivery 1
XC		May 13	May 26	May 24	May 23	Grade 3 Reading and Math Results Delivery 2
C		May 21	Jun 10	Jun 8	Jun 7	Grade 3 Reading and Math Results Delivery 4
C		Aug 20	Aug 26	Aug 31	Aug 30	Grade 3 Reading and Math Results Delivery 5
C		Aug 27	Sep 2	Sep 7	Sep 6	Grade 3 Reading and Math Results Delivery 6
XC		May 19	Jun 1	May 30	May 29	Grades 4-10 Reading and Math Results Delivery 1
C		May 20	Jun 2	May 31	May 30	Grades 4-10 Reading and Math Results Delivery 2
C		May 21	Jun 10	Jun 8	Jun 7	Grades 4-10 Reading and Math Results Delivery 4
C		Aug 20	Aug 26	Aug 31	Aug 30	Grades 3-10 Reading and Math Results Delivery 5
C		Aug 27	Sep 2	Sep 7	Sep 6	Grades 4-10 Reading and Math Results Delivery 6
XC		May 19	Jun 1	May 30	May 29	Science Results Delivery 1
C		May 20	Jun 2	May 31	May 30	Science Results Delivery 2
C		May 21	Jun 10	Jun 8	Jun 7	Science Results Delivery 4
C		Aug 20	Aug 26	Aug 31	Aug 30	Science Results Delivery 5
C		Aug 27	Sep 2	Sep 7	Sep 6	Science Results Delivery 6
XC			Jun 7	Jun 12	Jun 11	EOC Semester 2 Results Delivery 1
XC			Jun 28	Jul 3	Jul 2	EOC Semester 2 Results Delivery 2
C			Jul 5	Jul 10	Jul 9	EOC Semester 2 Results Delivery 4
C			Jul 5	Jul 10	Jul 9	EOC Semester 2 Results Delivery 5
C			Aug 26	Aug 31	Aug 30	EOC Semester 2 Results Delivery 6
C			Sep 2	Sep 7	Sep 6	EOC Semester 2 Results Delivery 7
Research/Study/Plan						
TEST DEVELOPMENT CENTER						
C	R/M-June	S-June	W-June			Reconstitute, update RMSW Item Bank
INTERPRETIVE PRODUCTS						
C	Dec/Jan	Nov 5	Nov 4	Nov 9	Nov 8	Deliver <i>Sample Test Materials</i> print, large-print, and braille shipments to districts and deliver ADA-compliant pdf files to DOE (IP1).
C		Sep 30				Deliver to DOE ADA-compliant pdf files of <i>Test Items Specifications</i> for Math, Science, Algebra 1 EOC, Biology, and American History.
C			Sep 30			Deliver to DOE ADA-compliant pdf files of <i>Test Item Specifications</i> for Reading and Writing.

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2. The parties agree that the Contractor's failure to complete work tasks both correctly and on time will result in substantial injury to the Department, but the amount of damages resulting from such injury cannot be calculated with certainty. Each such failure to complete a 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 with notice by the Department, the Contractor shall be liable to the Department for liquidated damages and not as a penalty, as set forth below:

- (a) Critical Work Tasks (C): For each default on a Critical Work Task, as designated in Appendix C of the redlined RFP and Table I above, it is agreed that for each and every day 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 calendar day as liquidated damages for such delay, and not as a penalty, from the date the event of default occurred until the default has been corrected.
- (b) Extremely Critical Work Tasks (XC): For each default on an Extremely Critical Work Task, as designated in Appendix C of the redlined RFP and Table 1 above, the Contractor shall be liable to the Department in a specified amount per business day from the date the event of default occurred until the default has been corrected. The specified amount of damages is defined below.

Schedule for Liquidated Damages Extremely Critical Work Tasks	
Number of business days elapsed after the default	Liquidated Damages
First	\$10,000.00
Second	\$30,000.00
Third	\$60,000.00
Fourth	\$90,000.00
Fifth	\$120,000.00
Sixth	\$150,000.00
Seventh and subsequent days	\$250,000.00 per day

- (c) Cap: For each calendar, contract, or fiscal year which corresponds to the period of the performance bond specified in redlined RFP s. 8.38, the cumulative total of the liquidated damages above for which the Contractor may be liable under Subsection V.D.2. of this Attachment A shall not exceed the cumulative amount of 10% of the contract amount at the time of assessment of liquidated damages.
- (d) Collection: At its option, the Department shall collect liquidated damages by making claims against the performance bond, from time to time, until the bond has been exhausted or by deducting the liquidated damages from contract payments to the Contractor.
- (e) Deadline Adjustments:
 - (1) In the event the Contractor wishes to propose a change of deadline for a 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 liquidated damages.
 - (2) In the event the Department wishes to change a deadline for an Extremely 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. If the Contractor determines they can meet the revised deadline without additional personnel hours, the revised deadline will be documented in the form of a contract amendment.
 - (3) If the Contractor determines they cannot meet the revised deadline without additional personnel hours, the Contractor shall submit a cost quote to the Department for the work effort. If the Department accepts the cost quote, a contract amendment will be proposed in which the additional personnel hours needed to achieve the shortened deadline are compensated by a price adjustment.

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- (4) 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.
 - (5) If the parties are unable to reach agreement, the Department shall determine the deadline. However, the issue of whether liquidated damages apply to the Contractor's failure to meet the shortened deadline shall be reached as follows. The parties shall submit to binding arbitration the issue of what date (earlier than the original deadline) the Contractor could have completed the Extremely Critical Work Task on time and correctly by exercising every reasonable effort. The date determined through arbitration shall be the deadline for purposes of assessing liquidated damages. Arbitration shall be conducted pursuant to the procedures of the American Arbitration Association, subject to the Florida Arbitration Code, Chapter 682, F.S.
 - (f) Waiver: The Department, in its sole discretion, may waive the imposition of liquidated damages 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.
 - (g) 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, as described in redlined RFP Section 7.4, that shall be grounds for the Contractor to propose a deadline adjustment pursuant to Subsection V.D.2.(e) of this Attachment A 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.
- E. The parties agree that cancellation of the Contract by the Department for cause shall be subject to the following:
- 1. Definitions:
 - (a) Major default. A major default is the Contractor's failure to complete an Extremely Critical Work Task both correctly and on time; or the existence of the circumstance that the Contractor's performance bond has expired and the Contractor has failed to have the bond reinstated with thirty (30) calendar days or prior to the completion of the next Extremely Critical Work Task, whichever is first.
 - (b) Minor default. A minor default is the Contractor's failure to complete a Critical Work Task both correctly and on time; or, the Contractor's failure to correct within a reasonable time a deficiency in a product identified in a critical activity.
 - 2. Cause: The Department shall have cause to cancel the Contract upon the occurrence of the Contractor's first major default, which has not been corrected within ten (10) business days, i.e., the Contractor shall be allowed ten (10) business days to correct a major default after the date the Contractor was notified of the default, or upon the Contractor's third minor default. The Contractor is allowed ten (10) business days to correct a major default after the date the Contractor was notified of the default. Once the Department has cause, it may exercise the right of cancellation at any time within one year of when the Department has cause. Upon cancellation, the Department shall pay the Contractor for all reasonable costs associated with this Contract that the Contractor (or its subcontractors) has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract.
 - 3. Notice: The written notice of cancellation shall:
 - (a) Identify the cause on which it is based;
 - (b) Specify the effective date of cancellation; and,
 - (c) Prescribe the contract activities, or limitations thereof, to be performed by the Contractor between the date of notice and the effective date of cancellation. Such contract activities may include tasks reasonably related to transition to a new contractor even if such activities are not otherwise prescribed in the Contract.
 - 4. Reprocurement Costs: In the event of cancellation upon default of the Contractor, the Contractor shall be liable to the Department for its actual costs of reprocurement in addition to liquidated damages which may have accrued. The

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reprocurement costs may be collected as set forth in redlined RFP Section 8.37. Actual costs of reprocurement include:

- (a) The amount(s) expended by the Department for consultants or other contractors to assist in the reprocurement activities.
- (b) The amount expended by the Department for time spent by employees on reprocurement activities.
- (c) Any amount which the Department must pay to a new contractor through November 30, 2013, in excess of the amount the Department would have paid the Contractor through that date.

Also with termination of this Contract either through expiration or cancellation in accordance with the provisions of Sections XXVIII. and XXIX. of Attachment C or transition to another service provider or both, the Contractor shall transfer to the Department, or other public or private organization designated by the Department, documents, data, and electronic files pertaining to products that have been developed through completion of the work tasks specified in the contract. The Department requires the Contractor to promptly and completely transfer such material specified by the Department without interruption to on-going assessment programs and activities. To that end, the Contractor shall agree to cooperate and assist with the transfer, including actions necessary to facilitate the transfer, such as, but not limited to:

- (d) Providing documents and data to the Department or its designee promptly upon the Department's request in the format used by the Contractor.
- (e) For all printed products, providing printer's proofs, and computer files in the software format used by the Contractor.
- (f) Facilitating the transfer of relevant computer electronic files through electronic means in the format transmitted to the Department during the contract, as may be necessary, from the Contractor's computer system to that of the Department or designee, including reasonable programming that may be necessary to effect the transfer. The Contractor shall not be required to disclose any trade secret without adequate security.
- (g) Attending planning meetings and participating, as necessary, to finalize the transfer of this information and data.

F. Cost Options and Value Added Services:

The Contractor's Cost Proposal (Attachment F.4.), presented a list of cost options. The Department has selected the following cost options for the contract period.

Cost Options Selected by the Department:

Cost Option 3.2 – Additional Computer-Based Tests

Cost Option 4.2 – Preidentification Labels

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

The Payment Terms and Schedule for the procurement contract awarded to NCS Pearson, Inc., Contract No. 09-658 are as follows:

I. An "X" in the box adjacent to each provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.

A. Either 1 or 2 applies:

1. The total payment shall be the amount entered in the space provided in Section II, below.

or

2. The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.

B. Either 1 or 2 applies:

1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.

or

2. The total payment shall be paid as scheduled progress payments in accordance Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.

C. If I. A 2. applies, check whether any of the following apply:

1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below.

Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.

2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.

II. As specified in Section I.A., the amount of the total payment, or the amount that the total payment shall not exceed is the following: Two hundred fifty-four million, one hundred thousand and no/100 dollars (\$ 254,100,000.00).

III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

Amount of Payment

Projected Date

Description of Deliverables

This Section is continued as Subsection V.A. of Attachment A.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below:

<u>Amount Set Aside</u>	<u>Description of Activity</u>	<u>Criteria for Earning Portion of the Amount which is set aside</u>
\$112,500.00	Consultant Services	Criteria is specified in RFP 2008-17, Section 7.12.1 (Attachment F.1)
\$112,500.00	Contingency Services	Criteria is specified in RFP 2008-17, Section 7.12.2 (Attachment F.1)
\$112,500.00	Author's Alterations	Criteria is specified in RFP 2008-17, Section 7.12.3 (Attachment F.1)
\$5,491,496.00	Meetings with FL Educators	Criteria is specified in RFP 2008-17, Section 7.12.4 (Attachment F.1)
\$585,000.00	Meetings with Department Staff	Criteria is specified in RFP 2008-17, Section 7.12.5 (Attachment F.1)
\$968,250.00	Contractor Staff Positions	Criteria is specified in RFP 2008-17, Section 7.12.6 (Attachment F.1)

V. The system of rates upon which contract payments are based is prescribed as follows:

A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

<u>Dollar Amount</u>	<u>Per Time Unit</u>	<u>Type of Work or Professional Designation of a Worker</u>
		DOES NOT APPLY.

B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:

DOES NOT APPLY.

C. Each invoice which requests a payment based upon the system of rates:

--shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;

STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE

- shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker; and,
- shall be documented by time and performance records which are adequate for preaudit and postaudit.

VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No _____, as explained below.

NOT APPLICABLE

VII. Federal funds awarded through the Department by this Contract, if any: \$There is a combination of General Revenue and Federal funds associated with this Contract. It is unknown at this time the amount of the Federal funds awarded through the Department by this contract.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

Contract No. 09-658

- 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, and 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(5)(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.

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- C. In each case of a Deliverable of information technology, as defined at s. 287.012(15), 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 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.

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- 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 and error and omissions. The amount of coverage for each policy shall be a minimum of \$1,000,000. 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 for each policy 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 for each policy 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 within ten days of execution of this Contract with a performance and payment bond or other security deposited with the Department in the amount of ten percent (10%) of the base Contract total cost, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance and payment bond shall be issued from a surety company, qualified to do business in Florida. The

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performance and payment bond shall be maintained during the entire life of the Contract, but may be written at a minimum for a one-year term and renewed or replaced annually. During the life of the Contract, if the total Contract cost changes because of a Contract amendment(s), then the amount of the performance bond will increase or decrease accordingly so that each renewed performance bond amount is ten percent (10%) of the total amended Contract cost.

- 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. It is understood and agreed that Contractor's indemnification shall be based upon the Department providing the following: (i) prompt written notice to Contractor of any claims; (ii) the opportunity to conduct the defense thereof; and, (iii) full information concerning the claim and reasonable cooperation in the defense of the same. The Department may, but is under no obligation, to participate in defense of any such claim, demand or action at its own expense, with attorneys of its choosing.
- 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.

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- 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.
- 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 (2002), 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.**

Additional Terms:

- XXXV. Force Majeure. PUR 1000, General Contract Conditions, Section 24, is clarified to ensure that the Contractor will not be held responsible for a delay or default to the extent such delay is caused by the state or a third party contracted to the State.

ATTACHMENT F.6.

CONTRACT CHANGE ORDER FORM

**FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF ASSESSMENT**



FLORIDA DEPARTMENT OF EDUCATION
DR. ERIC J. SMITH, COMMISSIONER
www.fdoe.org

CONTRACT CHANGE ORDER

CONTRACTOR: NCS Pearson, Inc.	CHANGE ORDER NUMBER:	REQUIRED SIGNATURES:	
CONTRACT NAME: Florida's Standards-Based Assessment System	DATE SUBMITTED:	Cornelia S. Orr, Contract Manager	Date
CONTRACT NUMBER: 09-658	AFFECTED CONTRACT/ITN SECTIONS:	Jeff Sellers, Acting Deputy Commissioner	Date
NARRATIVE: (Describe the affected contract responsibilities of the Department and the Contractor and explain how the contract responsibilities are modified.)			