INVITATION TO NEGOTIATE REGISTRATION

***************************************************************************
COMPLETE AND RETURN THIS FORM
TO THE ABOVE ADDRESS OR FAX TO 850/245-9189
***************************************************************************

Reply Number: **ITN 2010-01**

Title: **COLLEGE AND CAREER READINESS PLACEMENT TEST**

Date & Time of Reply Opening: **AUGUST 04, 2009 @ 02:30 PM EASTERN TIME (ET)**

Potential Respondents should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Reply Form as soon as possible after downloading. Complete the information below and send **this sheet only** to fax number 850/245-9189, or mail to 901 Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 or e-mail it to the below contact.

Company Name: __________________________________________________________

Contact Person: __________________________________________________________

Address: ________________________________________________________________

City, State, Zip: __________________________________________________________

Telephone: (   ) __________________ Fax Number: (   ) _______________________

Internet E-Mail Address: _________________________________________________

Signed: ____________________________ Date: ________________________________

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

(Revised 3/9/2009)
INVITATION TO NEGOTIATE

COLLEGE AND CAREER READINESS PLACEMENT TEST

BID NUMBER: ITN 2010-01

DEADLINE FOR TECHNICAL QUESTIONS: JUNE 29, 2009 by 4:00 PM
(There is no deadline for administrative questions)

REPLIES ARE DUE BY: 02:30 PM, ET, ON AUGUST 04, 2009

MAIL OR DELIVER REPLIES TO:

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
901 Turlington Building
Tallahassee, Florida 32399-0400
Attention: ReGina Johnson
Phone: 850/245-9173
# Table Of Contents

**INVITATION TO NEGOTIATE REGISTRATION** ................................................................. 1

**SECTION 1 - OVERVIEW** .................................................................................................. 6

**SECTION 1 –INSTRUCTIONS** .............................................................................................. 6

1.0 **GENERAL INSTRUCTIONS TO RESPONDENT** .......................................................... 6

**SECTION 2 – CONTRACT CONDITIONS** ............................................................................. 6

2.0 **GENERAL CONTRACT CONDITIONS** .......................................................................... 6

**SECTION 3 – INTRODUCTION** ........................................................................................... 6

3.0 **INTENT** ...................................................................................................................... 6

3.1 **PURPOSE** .................................................................................................................. 7

3.2 **BACKGROUND** ......................................................................................................... 7

3.3 **DEFINITIONS** ............................................................................................................ 8

3.4 **CRITICAL EVENT DATES** .......................................................................................... 8

**SECTION 4 – SPECIAL INSTRUCTIONS** ............................................................................ 8

4.0 **PRE-SOLICITATION CONFERENCE: A PRE-SOLICITATION CONFERENCE WILL NOT BE HELD** ........................................... 8

4.1 **SITE INSPECTION: A SITE INSPECTION WILL NOT BE HELD** ..................................... 8

4.2 **VISITOR’S PASS TO THE TURLINGTON BUILDING** .................................................. 8

4.3 **REPLY QUESTIONS & ANSWERS** ............................................................................. 8

4.4 **PROCUREMENT PROTESTS/NOTICE OF RIGHTS** .................................................... 9

4.5 **ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)** .............................................................. 9

4.6 **MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL** ........................................... 10

4.7 **RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF** .......................... 10

4.8 **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL** .......................... 10

4.9 **WITHDRAWAL OF A REPLY** .................................................................................... 11

4.10 **DISCLOSURE OF REPLY CONTENTS** ....................................................................... 11

**SECTION 5 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT** ......................... 11

5.0 **REPLY SUBMISSION** ................................................................................................. 11

5.1 **MAIL OR DELIVER REPLIES TO: (Do Not Fax or E-Mail)** ........................................... 11

5.2 **REPLY FORMAT INSTRUCTIONS** ............................................................................ 11

5.3 **REPLY PART I: MANDATORY DOCUMENTS AND STATEMENTS** ................................ 12

5.4 **REPLY PART II: CONTENT ALIGNMENT** .................................................................. 13

5.5 **REPLY PART III: TECHNICAL PROPOSAL** .............................................................. 14

5.6 **REPLY PART IV: PRICE REPLY** ............................................................................... 15

**SECTION 6 – SPECIAL CONDITIONS** .............................................................................. 16

6.0 **AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA** ................................ 16

6.1 **LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA** ............................ 16

6.2 **OTHER CONDITIONS** ............................................................................................... 16

6.3 **IDENTICAL EVALUATION OF RESPONSES** ............................................................. 16

6.4 **DISCLOSURE STATEMENT** ........................................................................................ 16

6.5 **SUB-CONTRACTING** .................................................................................................. 17

6.6 **CONTRACTUAL OBLIGATIONS** ................................................................................. 17

6.7 **METHOD OF PAYMENT** ............................................................................................ 17
SECTION 7 – SCOPE OF SERVICES ........................................................................................................................................... 18

7.0 SCOPE OF SERVICES ........................................................................................................................................................... 18
7.1 CHARACTERISTICS OF THE TESTS ................................................................................................................................... 19
7.2 SOURCE OF THE TESTS ........................................................................................................................................................... 20
7.3 STUDENTS TO BE TESTED .............................................................................................................................................................. 20
7.4 TEST ADMINISTRATION RESPONSIBILITIES ................................................................................................................................... 21
7.5 COMPUTER-ADAPTIVE PLACEMENT TESTS ................................................................................................................................. 21
7.6 SERVICES AND PRODUCTS REQUIRED .................................................................................................................................... 21
7.7 TECHNICAL QUALITY OF THE PROPOSED TESTS ................................................................................................................................... 22
7.8 QUALITY OF MATERIALS ............................................................................................................................................................... 23
7.9 DISTRIBUTION PROCEDURES ......................................................................................................................................................... 24
7.10 TECHNICAL REPORT ................................................................................................................................................................. 24

SECTION 8 – OPENING, EVALUATION AND AWARD ........................................................................................................................................ 24

8.0 REPLY OPENING ............................................................................................................................................................................ 24
8.1 REPLY EVALUATION AND NEGOTIATION PROCESS ................................................................................................................................... 24
8.2 POSTING OF INTENDED AWARD ...................................................................................................................................................... 31
8.3 AWARD OF THE CONTRACT ............................................................................................................................................................... 31

APPENDIX A ............................................................................................................................................................................................... 32

FLORIDA POSTSECONDARY READINESS COMPETENCIES ................................................................................................................................... 32

APPENDIX B ............................................................................................................................................................................................... 35

DISCLOSURE STATEMENT ........................................................................................................................................................................... 35

APPENDIX C ............................................................................................................................................................................................... 36

CERTIFICATION OF COSTS ............................................................................................................................................................................ 36

APPENDIX D ............................................................................................................................................................................................... 37

INSTRUCTIONS FOR COMPLETING THE CONTENT ALIGNMENT AND SAMPLES OF FLORIDA POSTSECONDARY READINESS COMPETENCY EXEMPLAR TEST ITEMS ................................................................................................................................... 37

APPENDIX E ............................................................................................................................................................................................... 45

RELATIVE WEIGHTS AND FACTORS TO BE USED IN EVALUATING THE TECHNICAL PROPOSAL ................................................................................................................................... 45

APPENDIX F ............................................................................................................................................................................................... 52

INSTRUCTIONS FOR COMPLETING THE PRICE REPLY FORM ................................................................................................................................... 52

APPENDIX G ............................................................................................................................................................................................... 57

DRUG-FREE WORKPLACE ........................................................................................................................................................................... 57
1.0 GENERAL INSTRUCTIONS TO RESPONDENT
This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent’s reply. Form PUR 1001 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under “Documents, Forms, References and Resources”.

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

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

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

3.0 INTENT
The State of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written replies from qualified vendors to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for sixty (60) months thereafter. Award will be made to the responsible and responsive vendor that the Department determines will provide the best value to the State.

The resulting contract may be renewed for up to an additional two (2) years, see Form PUR 1000 for renewal requirements.
3.1 PURPOSE
The purpose of this Invitation to Negotiate (ITN) is to solicit Replies for the identification of a preferred college entry-level placement test to be administered to high school and college students. The assessment must include sections or questions for placement purposes in mathematics and English, which shall be aligned with Florida’s Postsecondary Readiness Competencies. The Replies will be evaluated and the acceptable Replies, subject to the provisions of Section 8.1, will be forwarded to a team for negotiations with the Respondent.

3.2 BACKGROUND
In 1991 the Commissioner of Education made a recommendation to the State Board of Education (State Board) that Florida revise its policies regarding college entry-level placement testing and implement a single placement test across all public universities and community colleges.

In 1993, the Florida Legislature passed Section 240.117 (now 1008.30), Florida Statutes (F.S.), which required the State Board to develop and implement a common placement testing program to assess the basic computation and communication skills of students who intend to enter a degree program at any public community college or state university. This policy was implemented by the State Board through Rule 6A-10.0315, Florida Administrative Code (FAC). The resulting testing program became known as the Florida College Entry-Level Placement Test (FCELPT), also has been called the common placement test (CPT).

In 1995, postsecondary institutions began implementing the CPT program. In August 1995, the State Board amended Rule 6A-10.0315, FAC, to provide for the administration of the CPT to high school students, to allow students with qualifying scores on the ACT® or SAT® college admissions tests to be exempted from the placement test, and to require that students pass a criterion-referenced basic skills test to exit college preparatory work.

In 1996, the Florida Legislature amended Section 240.117, F.S. (now Section 1008.30), to specify high school tenth graders as the target high school population for CPT administration for the purposes of determining dual enrollment eligibility.

In 2007, the Department facilitated the Go Higher, Florida! Task Force (Task Force) that included school district and postsecondary representation. The Task Force forwarded five recommendations to the State Board that were approved, including joining the American Diploma Project. Florida’s participation in the American Diploma Project has resulted in the identification of Florida’s Postsecondary Readiness Competencies in mathematics, reading, and writing. These benchmarks are the faculty identified competencies that students need prior to enrollment in college-level coursework. In addition, state legislation, Senate Bill 1908 (SB1908), was passed in 2008 expanding postsecondary readiness assessments to high school students who express the intent to pursue postsecondary education. The legislature appropriated funds via House Bill 5001, Specific Appropriations 133, “to purchase or develop assessments to evaluate the college readiness of eleventh grade students who may be at risk of needing remediation in reading and mathematics prior to enrollment in postsecondary institutions.”

Identifying a postsecondary readiness assessment that is aligned with these initiatives related to college readiness is crucial to the successful implementation of reducing the need for academic remediation at the postsecondary level.

3.3 DEFINITIONS
After the award, the selected Respondent will be referred to as the "Contract Vendor". For the purpose of this document, the term "Respondent" means a potential Contract Vendor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent's team. The term "reply" means the complete reply of the Respondent to the ITN, including properly completed forms and supporting documentation. The term "contract" refers to the agreement between the Department and the Contract Vendor resulting from this ITN. “Best value” means the highest overall
value to the State based on objective factors that include, but are not limited to, price, quality, design, and workmanship. A "responsive bid" is a reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation.

3.4 CRITICAL EVENT DATES
These are tentative dates for critical events, and are subject to change.

June 29, 2009 by 4:00 p.m. - Deadline for Technical Questions

July 7, 2009 - Department Response to Technical Questions received by deadline

AUGUST 04, 2009 @ 02:30 PM - Responses are due and opened in Room 901 Turlington Building (Step 1)

August 6 – 7, 2009 / 9:00 a.m. – 3:00 p.m. - The Content Alignment Committee will evaluate the Replies @ Tallahassee Community College (TCC) Mary Brogan Center in Room 111. (Step 2)

August 13 – 14, 2009 / 9:00 a.m. – 3:00 p.m. - The Technical Reply Evaluation Committee will evaluate the Replies in Room 1721/25 Turlington Building (Step 3)

August 19, 2009 @ 2:30 p.m. - Price Responses are opened in Room 924 Turlington Building (Step 4)

September 21, 2009 @ 9:00 a.m. - The Negotiation Committee will start negotiations in Room 1706 Turlington Building. (Step 5)

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

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 PRE-SOLICITATION CONFERENCE: A PRE-SOLICITATION CONFERENCE WILL NOT BE HELD.

4.1 SITE INSPECTION: A SITE INSPECTION WILL NOT BE HELD.

4.2 VISITOR’S PASS TO THE TURLINGTON BUILDING
Each visitor to the Turlington Building is required to sign in and obtain a Visitor's Pass at the security desk in the main lobby. Please allow at least 15 minutes prior to solicitation opening time if hand-delivering your reply to the Bureau of Contracts, Grants and Procurement Management Services.

4.3 REPLY QUESTIONS & ANSWERS
Any technical questions arising from this ITN must be forwarded, in writing, to the purchasing agent identified below. The Department's written response to written inquiries submitted timely by Respondents will be posted on the Florida Vendor Bid System (VBS) at www.myflorida.com (click on Business, then click on Doing Business with the State, under Everything for Vendors and Customers, click on the Vendor Bid System, then Search Advertisement; select the Department of Education in the Agency drop down window and initiate search), under this reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a reply.
Only written inquiries from Respondents, which are signed by an authorized representative of the Respondent, will be recognized by the Department as duly authorized expressions on behalf of the Respondents.

**WRITTEN QUESTIONS should be submitted to:**
Bureau of Contracts, Grants and Procurement Management Services, ReGina Johnson, 325 West Gaines Street, 901 Turlington Building, Tallahassee, Florida 32399-0400, E-Mail Address (preferred): regina.johnson@fldoe.org, or Fax Number: 850/245-9189.

**4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS**

Pursuant to Florida Statutes, Section 120.57(3)(b):

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

Section 120.57(3)(a) provides:

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

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

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

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

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

No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of any oral discussions with a State employee. Only those communications which are in writing from the Bureau of Contracts, Grants and Procurement Management Services, will be considered as a duly authorized expression on behalf of the Department until negotiation is awarded.
Notices of changes (addenda) will be posted on the VBS, under this reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a reply. All addenda will be acknowledged by the Respondent’s signature and subsequent submission of addenda with reply when so stated in the addenda.

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

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

4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

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

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

4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

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

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

If the Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.
4.9 WITHDRAWAL OF A REPLY
A Respondent may withdraw a reply by written notice to the Department on or before the deadline specified for the receipt of replies in SECTION 3.4 SCHEDULE OF EVENTS of this ITN. Such written notice is to be submitted to the Issuing Office at the address specified in SECTION 4.3 REPLY QUESTIONS AND ANSWERS of this ITN.

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

SECTION 5 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT

5.0 REPLY SUBMISSION
The Replies will be received as specified in SECTION 3.4 CRITICAL EVENT DATES.

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

5.1 MAIL OR DELIVER REPLIES TO: (Do Not Fax or E-Mail)
Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: ReGina Johnson
325 West Gaines Street
901 Turlington Building
Tallahassee, Florida 32399-0400

5.2 REPLY FORMAT INSTRUCTIONS
This section contains instructions that describe the required format for the reply. All replies submitted shall contain four parts and be marked as follows:

PART I MANDATORY DOCUMENTS AND STATEMENTS REPLY NUMBER ITN 2010-01
(May be Bound and Packaged with Part III)

PART II CONTENT ALIGNMENT REPLY NUMBER ITN 2010-01
(One Separately Sealed Package for Content Alignment)

PART III TECHNICAL REPLY NUMBER ITN 2010-01
(May be Bound and Packaged with Part I)

PART IV PRICE REPLY NUMBER ITN 2010-01
(One Separately Sealed Package for Price)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.
5.2.1 Reply Copies (24 copies)

All four (4) parts must be submitted and labeled separately. Parts I and III may be bound and sealed together. The Respondent must submit one (1) original, twenty-three (23) copies and two (2) electronic format (compact disc (CD), flash drive, etc) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat of Parts I and III, packaged separately; and one (1) original, twenty-three (23) hard copies of Part II packaged separately. Since the Department will expect all replies to be in this format, failure of the Respondent to follow this outline may result in the rejection of the reply.

The Reply submitted by the Respondent must be organized according to the following specifications:

1. The Reply shall be typed single-spaced and have separate parts, each clearly labeled. The information to be contained in each part is described in SECTIONS 5.3–5.6.

2. The absence of information or the organization of information in a manner inconsistent with the requirements of this ITN may result in the rejection of the Reply.

3. The Reply must be received by the due date specified in SECTION 3.4 CRITICAL EVENT DATES. Requests for extension of the date will not be granted. It is the Respondent's responsibility to have the Reply delivered on time; hand delivery may be advantageous.

5.3 REPLY PART I: MANDATORY DOCUMENTS AND STATEMENTS

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

- All Addenda or statement in transmittal letter that no addendum to this ITN was received
- Drug-Free Workplace Form, if applicable (Appendix I)
- Disclosure Statement Form (Appendix B)
- Reference Form (Appendix J) – Provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.
- Transmittal Letter – Provide a Transmittal Letter (on Company Letterhead) certifying that the person signing the reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's reply. The letter must also contain the following:

1. a statement certifying that the Respondent is a corporation or other legal entity.

2. a statement certifying that the Respondent and any proposed subcontractors are authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. This statement must be accompanied by the Respondent's corporate charter number. In lieu of such statement, the Respondent must alternatively certify that it and all proposed subcontractors will secure authorization to do business in Florida prior to the award of the contract.

3. the Respondent's federal tax identification number.
4. a statement certifying that no attempt has been made or will be made by the Respondent to induce any other person or firm either to submit or not to submit a Reply in response to this ITN.

5. a statement certifying that no attempt has been made or will be made to consult, communicate, or agree with any other Respondent to this ITN as to any matter relating to the Respondent's Reply.

6. a statement certifying that no cost or pricing information has been included in this transmittal letter or in the technical portion of the Respondent's Reply.

7. a statement certifying that the Respondent has read, understands, and agrees to all provisions of this ITN.

8. a statement certifying that the services proposed by the Respondent will meet all provisions of this ITN.

9. a statement certifying that the prices proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement as to any matter relating to such prices with any other Respondent to this ITN and, further, a statement certifying that prices proposed have not been and will not be knowingly disclosed by the Respondent to any other Respondent to this ITN prior to the Department's public opening of Replies.

10. a statement certifying that the Respondent has not and will not communicate with any Department staff concerning this ITN, except the designated Department contact person identified in this ITN.

11. a statement certifying that the Respondent is in compliance with Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended) or a statement certifying that the Respondent has been declared exempt or deferred from complying with these provisions.

12. a statement certifying that the Respondent is in compliance with Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended) or a statement certifying that the Respondent has been declared exempt or deferred from complying with these provisions.

13. a statement certifying that the Respondent is in compliance with Title 20 United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex) or a statement certifying that the Respondent has been declared exempt or deferred from complying with these provisions.

14. a statement certifying that the Respondent, if awarded the contract, will forward the performance bond required in Section 6.13 within ten (10) days of the posting of the award. A performance bond is not required from Florida state universities.

15. a statement certifying that the Respondent will comply with Chapter 119, F.S. (public records law).

5.4 REPLY PART II: CONTENT ALIGNMENT
Part II of the Respondent's Reply shall be entitled Content Alignment and submitted in a separately sealed package as described in SECTION 5.2. It must contain the Respondent's sample items aligned to the Florida Postsecondary Readiness Competencies' exemplar items.
5.4.1 RESPONDENT SAMPLE QUESTIONS

Subject matter experts (SMEs) convened in April 2009 at the Department to identify exemplar items for the Florida Postsecondary Readiness Competencies and confirm the competencies to be assessed by the CPT testing program. The SMEs chose items that covered the breadth and depth of each competency, concluding that the items chosen were representative of the knowledge that incoming students should possess in order to be successful in entry-level college credit mathematics and English courses without the need for remediation.

The Respondent shall provide the Department with sample items from the proposed assessment that align to each of the Florida Postsecondary Readiness Competencies, as well as to the exemplars chosen. The Department expects the Respondent to provide at least two sample items per exemplar item but no more than five sample items per exemplar item. For example, if three exemplar items were chosen for one Florida Postsecondary Readiness Competency, then the Respondent shall supply at least six sample items but not more than fifteen sample items.

An electronic file of the alignment evaluation document will be provided to the Respondent by the Department upon written request by the Respondent to the Department’s contact person identified in SECTION 4.3 REPLY QUESTIONS & ANSWERS. Instructions for Respondent completion of the electronic file can be found in Appendix D. It is permissible for the Respondent to label their sample items as proprietary, as specified in SECTION 4.8. Each SME will sign a nondisclosure agreement prior to viewing the sample items. The Department will keep completed content alignments in a secure location during the review period. The alignments should be clearly marked “trade secrets” if the Respondent believes they contain proprietary information. The Department will give notice to the Respondent if any item marked “trade secrets” are sought by third parties and allowed to participate in any challenge to producing such documents.

The content alignment evaluation committee—comprised of mathematics, reading, and writing SMEs—will then evaluate the sample items provided by the Respondent. Each set of sample items per exemplar will be rated holistically according to the rubric provided in Appendix D. Sample items will be rated as a set so as not to give advantage to a Respondent who may provide more items per exemplar than another Respondent.

5.5 REPLY PART III: TECHNICAL PROPOSAL

Part III of the Respondent’s Reply shall be entitled Technical Reply. It shall be composed of three parts: (1) a detailed description of the Respondent’s qualifications and prior experience performing tasks similar to those required in this ITN that qualifies the Respondent to provide the products and services required by this ITN; (2) the Respondent’s management plan; and (3) the Respondent’s technical plan.

5.5.1 Respondent Qualifications and Experience

In this section of Part III, the Respondent must document contracted services for previous testing projects and any other projects the Respondent believes will document their corporate capabilities. The documentation should include a description of the services and products delivered; the contract period; and the name, address, and telephone number of a contact person for each of the contracting agencies. The Respondent shall provide examples of materials that demonstrate the quality of the work done by the Respondent on similar projects.

The Contract Vendor may choose to employ subcontractors for the completion of one or more tasks. A separate chart in the Reply will identify all of the subcontractors proposed to be involved in the project and the services they are expected to provide. If subcontractors are to be used for any portion of the work activities, the Respondent must name the subcontractor(s) and document the experience and qualifications of the subcontractor(s) in performing tasks identical to those that the subcontractor will be asked to complete as part of this ITN.
The Contract Vendor will assume responsibility for all services offered in the Reply, whether or not they are performed or produced by the Contract Vendor or by subcontractors. The Department will consider the Contract Vendor to be the sole point of contact for contractual matters, including payment of any and all contract invoices. The evaluation of Part III will include consideration of the qualifications of the subcontractor(s) identified by the Respondent. Thus, the Reply should include information sufficiently descriptive to permit the technical reply evaluation committee to consider the experience and capability of the prime Respondent as well as the subcontractors.

The Respondent should read and consider the evaluation criteria described in SECTION 8 and Appendix E as the Reply is being prepared to ensure that the Reply includes all appropriate information.

5.5.2 Management Plan
The Reply must include a management plan to be in effect throughout the length of the contract.

The management plan must describe the Respondent’s organization and document its capability to provide the services and products required by this ITN. Charts showing the organizational structure and the incorporation of proposed project staff into the structure must also be included. Key positions are to be indicated and incumbents named.

It is assumed that the Contract Vendor will use outside printers for some materials, such as preprinted computer forms. Printers will be documented as subcontractors, and the management plan will identify the amount of materials to be printed by the Contract Vendor and the amount to be printed by subcontractors. Procedures for quality control and security during printing are to be described and included in the Respondent’s Reply.

The management plan must meet all of the requirements of SECTION 7 and clearly describe the Respondent’s human resource and technological plans for performing the tasks required by this ITN.

5.5.3 Technical Plan
The third portion of the technical reply shall provide a description of the Respondent’s technical plan to provide the products and services required by this ITN. This section shall encompass the requirements of SECTION 7 of this ITN and shall be organized and numbered in accordance with the organization and numbering system used in SECTION 7. The description is to be complete, clear, and concise, and shall include responses to the specific topics included in SECTION 7.

5.6 REPLY PART IV: PRICE REPLY
The Price Reply shall be considered Part IV of the Reply. It shall be packaged and sealed separately from all other documents and shall be prepared in accordance with the requirements of this ITN.

The Respondent is responsible for the accuracy of the pricing information provided in the price reply. Pricing information is required to support the reasonableness of the solicitation and demonstrate that the Respondent will provide all services requested in this ITN.

The price reply shall be in the exact format shown in Appendix F. The price reply form provided in Appendix F is designed to indicate costs for the base contract years and for each of the two one-year optional renewals. Respondents must complete price reply forms for the base contract period and for each optional renewal year. The Respondent is expected to separate the costs according to the periods specified on these forms.
The Respondent is cautioned to verify that the data provided on the price reply forms are correctly calculated. After the reply is submitted, the Respondent will not be permitted to correct typographical errors and transposed digits in values and, therefore, must avoid such errors.

5.6.1 Price Reply (Part IV)  (6 copies)

The Respondent must submit one (1) original, five (5) hard copies and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Word 5.0 or higher, or Adobe Acrobat. The Respondent’s Price information shall be submitted on the form provided in this ITN. The Price Reply is to be submitted in a separate sealed package marked "PRICE REPLY FOR ITN 2010-01 ".

SECTION 6 – SPECIAL CONDITIONS

6.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA
Foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida. Domestic corporations must be active and in good standing in the State of Florida. Such authorization and status should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award. For authorization, contact:

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

6.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA
If the services being provided require that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award. For State licensing, contact:

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

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

6.3 IDENTICAL EVALUATION OF RESPONSES
Whenever two or more replies which are equal with respect to price, quality, and service are received, the Department will determine the order of award using the criteria established in 60A-1.011, Florida Administrative Code. The "Drug-Free Workplace Program Certification" can be found as Appendix ‘G’.

6.4 DISCLOSURE STATEMENT
The Disclosure Statement Form (Appendix B) must be signed and submitted with the reply.
6.5 SUB-CONTRACTING
This contract or any portion thereof shall not be sub-contracted without the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contract Vendor of their liability and obligation under this contract; and despite any such sub-contracting the Department shall deal through the Contract Vendor, which shall retain the legal responsibility for performing the Contract Vendor obligations.

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

6.6 CONTRACTUAL OBLIGATIONS
The Department's Contract Standard Terms and Conditions are incorporated in this ITN as Appendix ‘J’ and will govern the relationship between the Contract Vendor and the Department.

6.7 METHOD OF PAYMENT
Compensation and payment will be made in accordance with the terms and conditions of the contract.

6.8 SUSPENDED VENDOR LIST
A company placed on the Suspended Vendor List may not submit a reply or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 Florida Administrative Code. The “Suspended Vendor List” is published at www.myflorida.com under the category Business then Doing Business with the State.

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

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

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

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.
6.10 COSTS INCURRED IN RESPONDING
This ITN does not commit the Department or any other public agency to pay any costs incurred by the Respondent in the submission of a reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

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

6.12 INDEPENDENT PRICE DETERMINATION
A Respondent shall not collude, consult, communicate, or agree with any other Respondent regarding this procurement as to any matter relating to the Respondent’s reply.

6.13 PERFORMANCE BOND
The successful Contract Vendor shall supply to the Department a Performance Bond in the amount of $100,000. The surety shall be in a form acceptable to the Florida Department of Education, such as a bond, cashier's check, certified check or money order. A Surety must be authorized to do business in the State of Florida. The Performance Bond shall be executed and furnished to the Department prior to the Contract Vendor beginning work under the contract.

6.14 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT
As stated in Chapter 287.057 F.S.

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

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

SECTION 7 – SCOPE OF SERVICES

7.0 SCOPE OF SERVICES
This ITN is for the purpose of soliciting replies from Respondents that can offer a college entry-level placement testing service. The ITN will describe the necessary characteristics of the placement tests and testing services that the Department requires. The ITN will also require the Respondent to designate fixed prices for the specified components of the placement tests. The institutions will purchase services and materials directly from the Contract Vendor that is awarded the contract.
Florida has a public educational system that incorporates 67 school districts, 28 public colleges, 11 state universities, and numerous nonpublic secondary and postsecondary educational institutions. The nonpublic institutions are not required to adhere to the college entry-level placement testing policies described in this ITN.

Colleges within the public Florida College System operate under an open admissions policy in which any student with a high school diploma or the equivalent is eligible for admission. Once admitted, students seeking an associate in arts degree must take a designated placement test if scores less than two years old are not available from a previous administration. Students who fail to meet the State Board defined cut scores for reading, writing, or mathematics are placed in one or more college preparatory (also described as remedial or developmental) courses. The ACT® and SAT® are primarily used for competitive admissions purposes at public universities in Florida, but may also be used for placement purposes.

7.1 CHARACTERISTICS OF THE TESTS

The Respondent is to offer entry-level placement tests in three content areas: writing, reading, and mathematics. The writing test is to measure student proficiency in the mechanics of written English. A writing sample will not be required as part of this test. The reading test shall measure students’ comprehension of written material. The reading and writing tests shall measure content appropriate for placement into the entry-level English course, ENC1101. The mathematics test shall measure content appropriate for placement into the intermediate algebra course, MAT1033. Students will be assessed in all three content areas prior to enrollment in college-credit coursework.

The Respondent shall be prepared to offer additional assessment capabilities which measure students’ mathematics proficiency at a level appropriate for placement into college algebra, MAC1105, the next course in the mathematics sequence after intermediate algebra. Additionally, the Respondent should have the capability of diagnosing specific student deficiencies for those students who have not met the proficiency level for intermediate algebra, MAT1033. These students would require placement into elementary algebra, MAT0024. Florida institutions will have the option of using these extended assessment capabilities. Institutions desiring to use the extended capabilities may purchase the supplemental assessments at the price specified in the Respondent’s Reply, if these capabilities are not part of the primary assessment.

The Respondent shall provide testing capabilities to diagnose Reading and Writing deficiency for instructional purposes for those students who have not met the proficiency level for placement into English Composition, ENC 1101.

The Respondent contract will not include products that measure additional content areas (e.g., science, history).

The purpose of the placement assessment is to determine a student’s readiness for college-level coursework; therefore, faculty throughout Florida has identified the expectations for students enrolling in entry-level mathematics and English courses. These expectations have been identified as Florida’s Postsecondary Readiness Competencies which have been aligned to Florida’s Sunshine State Standards (see Appendix A for a complete list of the competencies). This alignment will be used to communicate college readiness expectations to school districts so that the competencies are addressed in the high school curriculum. The preferred assessment will provide questions which measure the mastery of the Florida Postsecondary Readiness Competencies.

The preferred method of administration statewide will be an internet-based adaptive test; a computer-based adaptive test in addition to an internet-based adaptive test is also acceptable. The Respondent shall be able to support school district and postsecondary testing sites. While computer-based or internet-based testing will be the preferred, it is important that the Respondent be prepared to supply paper-and-pencil versions of the assessments. The tests shall require approximately three hours total to administer and shall be designed to be administered in one, two, or three sections (e.g., mathematics administered in a single sitting). The Respondent shall make available two equivalent and alternative paper-and-pencil versions for each subtest. The institution will determine which form to purchase and administer at any given time. Once
paper-and-pencil versions have been implemented in Florida public institutions, their content and scoring processes may not be changed by the Contract Vendor without consultation and agreement from the Department.

The computer-based or internet-based tests shall test each subject area competency identified in the Florida Postsecondary Readiness Competencies. The paper-and-pencil tests shall, at minimum, test the same number of Florida Postsecondary Readiness Competencies and shall contain the type of test items identified in the content alignment (see Appendix D for more information).

The Department requires that both computer-based or internet-based and printed versions of the placement test, as well as the extended mathematics capabilities and the English language proficiency diagnostic test, be accessible to students who require testing accommodations. At a minimum this will require large print, Braille, and audio versions. The Reply shall include statements confirming that the Respondent will make these materials available for purchase as needed by the institutions. See Appendix F for additional information about the cost of these services.

All printed tests required by this ITN shall be reusable. One-time use, disposable, or returnable tests are not permitted. Postsecondary institutions will monitor the condition of their test materials and determine when to order replacement supplies. Replacement supplies will be sold to the institutions at the same price quoted by the Respondent in the response to this ITN.

Test administration manuals shall be provided to postsecondary institutions at a rate of one per twenty-five test booklets. The cost of the tests and the manuals, thus, must be determined as a unit. Refer to Appendix F for additional information.

The Respondent shall offer a non-secure practice test in reading, writing, and mathematics. This test shall be made available in print and also delivered via the Internet to individual student workstations. Institutions are not required to purchase the practice tests, but, if an institution chooses, the materials will be purchased at the price specified by the Respondent in the price reply.

7.2 SOURCE OF THE TESTS
The Respondent may minimize costs by using existing tests or using tests that have been modified to meet the requirements of this ITN. For example, a Respondent may currently market a test that has fewer items than required by this ITN. In this case, the Respondent may propose supplementing the existing test to provide one that meets the requirements stated herein.

Respondents are not expressly forbidden from proposing construction of a new test to meet these requirements. Respondents should carefully consider the competitive aspects of such an approach, as it may increase overall costs to the institution, as well as the timeline for implementation.

The Contract Vendor shall retain ownership of the products described in this ITN. Parallel forms of the tests, with at least 50% replacement items, may be marketed outside of Florida if the test forms are not identified as being derived from or related to the Florida tests.

7.3 STUDENTS TO BE TESTED
All students entering a postsecondary institution are expected to take a placement exam. Most college students within the Florida College System will be assessed using the test identified as a result of this procurement process. Some students will have been tested and exempted from further testing during high school. Other students will take the SAT® or ACT®, as they are State Board approved placement tests. Most prospective state university students will take the SAT® or ACT®.
It is estimated that 650,000 to 700,000 total individual tests (e.g., reading) will be administered annually by colleges within the Florida College System. It is not possible to predict the number of students who will be tested during the lifetime of the contract.

7.4 TEST ADMINISTRATION RESPONSIBILITIES
Each institution administers the placement tests under secure conditions. Test administrators at the institutions will be trained, by the Contract Vendor, to administer computer-based or internet-based tests using tests purchased from the Contract Vendor.

If an institution elects to administer paper-and-pencil tests or must administer a paper-and-pencil test to students needing accommodations, then that institution is responsible for scoring the test. Most institutions have the capability of scanning and scoring their own answer folders. Others will score the answer folders by hand. No institution is expected to request scoring services from the test publisher, although some may request special analysis services. The Contract Vendor will be required to provide correct answer keys and scoring algorithms to those institutions desiring to do their own scoring. In addition, the Contract Vendor shall offer software which will enable institutions to scan their own answer sheets, score the placement tests, print score reports, and produce summary reports.

7.5 COMPUTER-ADAPTIVE PLACEMENT TESTS
Respondents responding to this ITN shall have a computer-adaptive version of the placement test available by the contract execution date. The computer-adaptive test (CAT) shall be available either through a secure Internet delivery platform or through a CD-ROM/DVD, or comparable electronic format, version that can be administered via computer without an Internet connection. However, the preferred method of delivery for the CAT system is internet based. The Respondent will be required to offer institutions the CAT version at a standard per student price, as presented in the Respondent’s price Reply.

The CAT version shall only be made available to those institutions interested in purchasing the service and that have the equipment available for computer-based or internet-based testing purposes. The Respondent shall include in the Reply a description of the type of equipment needed for an adaptive test and the restrictions, if any, which will be required of the institutional user (e.g., a security agreement).

The CAT version must be compatible with the most current versions of MS Windows (i.e., Windows Vista, Windows XP, Windows 2003) platforms. The Respondent should assume that institutions will be using the adaptive test in a multi-station testing room in which the computers are linked by a computer network such as Novell. If the adaptive test can be made available in other operating environments, the Respondent’s Reply must make this explicitly clear.

The Contract Vendor shall not charge postsecondary institutions a set-up fee or a site-license fee for using the CAT version. The costs for use of the adaptive test shall be determined on a per student basis with no separate charge for initial installation or continued use. See also Appendix F for more information on this matter.

NOTE: The Contract Vendor may NOT offer only a CAT version of the placement test since institutions need the capability of administering a paper-and-pencil test to students requiring accommodations.

7.6 SERVICES AND PRODUCTS REQUIRED
In proposing entry-level placement tests, Respondents should bear in mind that they are providing a complete service, not just the tests themselves. In this regard, Respondents are expected to provide

(a) computer-adaptive, computer-based, and/or internet-based testing services;
(b) reusable test booklets, administrative manuals, and ancillary materials needed for institutional administration;
(c) scannable and self-scoring answer folders for those institutions that wish to purchase them;
(d) alternative paper-and-pencil tests for students with disabilities (i.e., large print, Braille, audio);
(e) an explanatory brochure, folder, or flyer describing the tests which can be given to the students prior to test administration;
(f) a student brochure, flyer, or folder designed to be given to the student after testing which will explain the meaning of the test results with said brochure also being available through the Respondent’s Web site;
(g) sample questions that show alignment of item pools to the Florida Postsecondary Readiness Competencies;
(h) training for installation of any software needed for the CAT, computer-based testing, and/or internet-based system;
(i) an annual report of the number of unduplicated examinees tested and number of tests administered;
(j) user control of placement rules and order of test administered for computer adaptive testing;
(k) prescriptive study materials aligned to the Florida Postsecondary Readiness Competencies for students;
(l) diagnostic student and institutional reports showing the deficits by competencies measured;
(m) prescriptive reports providing information regarding instructional resources (e.g., instructional lessons) that will strengthen student skills in areas of weakness;
(n) a score repository for access to system wide score results; and
(o) practice tests for students.

Optional services should include, but not be limited to

(a) data analysis services for the institution (NOTE: The Respondent must describe services offered, but this factor will not be considered in the costing of this project. The type of services offered will be a factor in evaluating the technical Reply but not in evaluating the price Reply.);
(b) annual State-level data analysis (e.g., first time examinees score distributions by demographic descriptors) to inform policy decisions that might be made by the Department of Education;
(c) ancillary materials for testing, such as calculators;
(d) a user-formatted reporting system;
(e) user control of content coverage in order to adjust and update to new content standards;
(f) output of cumulative student data records in an ASCII format and the ability for users to customize the output of the data;
(g) various types and formats of score reports (i.e., score reports by competency or skill);
(h) continual training of test administrators for the administration of both CAT and paper-and-pencil, software training for the testing system, and training for the scoring and reporting at the institution;
(i) the option for test administrators to receive either online training or face-to-face training; and
(j) a Contract Vendor provided and operated toll-free helpline with a minimum average hold time of three minutes.

7.7 TECHNICAL QUALITY OF THE PROPOSED TESTS

The technical quality of the proposed tests shall be described in writing as part of the Response process.

The Respondent is required to provide adequate technical information about the proposed tests so the quality of the instruments can be evaluated by the technical reply evaluation committee. The Respondent shall document the development of the placement tests, the content coverage, the test blueprint, how equivalent forms and the CAT version were developed and equated, how the tests were normed and the adequacy of the norms, the validity evidence, and statistical reliability of the tests. The Department will not accept any subtest (i.e., mathematics, reading, writing) that has a reliability coefficient less than 0.75. In addition, the Respondent shall document that the tests are free from bias against any student (e.g., gender, ethnicity, religion), and that the paper-and-pencil test forms are parallel to the adaptive tests; reliability of the paper-and-pencil test forms must also be documented. The Respondent will align the technical specifications of the
examination (i.e., reliability, validity, norming) with standards set by the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME).

For placement decisions into entry-level college credit mathematics and English courses, the adaptive tests shall have a minimum of one question for each postsecondary readiness competency plus additional questions to oversample higher priority competencies. Additional questions beyond the number of competencies shall be selected or drawn based on the priority as reflected by the number of exemplars provided for each competency. For example, a competency with five exemplars shall have a higher priority than one with two exemplars. The cognitive complexity and item difficulty of items administered for placement decisions into entry-level college credit mathematics and English courses shall be parallel to the exemplars. To summarize, the minimum test length is based on the number of Florida Postsecondary Readiness Competencies. The maximum test length is based on the maximum time allowed (three hours). The optimal test length is based on the minimum standard error of measurement within the time parameters.

Each form of the written tests shall be parallel in terms of cognitive complexity, content coverage, and item difficulty relative to the exemplar questions for each subject area, which will be provided in a separate electronic content alignment document upon request from the Contract Vendor.

The Respondent shall provide information confirming that the computer adaptive software will generate tests for placement decisions into entry-level college credit mathematics and English courses based on the test format specified in the previous two paragraphs. The Respondent shall also provide information that will confirm that the written forms of tests used for placement decisions into entry-level college credit mathematics and English courses will comply with the format specified above.

If the Respondent is constructing a new version of the test from existing tests or item pools, the technical characteristics of the new tests may be estimated from available data. The Department expects that the Respondent may need to accomplish necessary field testing and norming studies outside of Florida. However, Florida student participation is considered desirable in norming and validity studies, and the Respondent must completely describe the nature and extent of such participation and must also present plans through which the costs of such field testing and/or norming studies will be borne by the Respondent, not the Florida postsecondary institutions or students. The Respondent must demonstrate that they have or can obtain commitments from institutions and students to participate in any such studies. The Department shall take into account the Respondent’s needs for these special studies and shall evaluate this as part of the Reply evaluation process.

Additionally, qualified Respondents must have established testing programs (i.e., more than five years experience) and must be able to provide sufficient documentation of those testing programs and their ability to deliver and meet Florida’s CPT programming needs in a timely manner.

The Department reserves the right to accept, modify, or reject Respondent proposals for field testing, as well as norming and validity studies.

7.8 QUALITY OF MATERIALS

The Respondent shall describe the quality of materials to be provided. Examples of computer-based testing materials, Internet-based platform materials, and printed materials shall be provided as part of the Reply process. The samples shall illustrate the test interface, colors of test materials, paper weight, and type styles being proposed. In general, the Respondent shall anticipate the production of materials of no less quality than those currently in use with the other testing programs operated by the Respondent. Because the paper-and-pencil test booklets required by this ITN must be reusable, the Respondent should anticipate use of materials that can withstand repeated handling by students and test administrators.
7.9 DISTRIBUTION PROCEDURES
The Respondent shall describe how the materials will be distributed to institutions ordering said materials. This description shall include the distribution of the tests, manuals, and ancillary materials, including the distribution of tests for computer-based or internet-based testing.

The prices quoted for the tests and related materials shall include appropriate amounts for distribution. Shipping costs shall not be a separate cost item for the institutions ordering supplies.

7.10 TECHNICAL REPORT
The Department is concerned about monitoring the technical quality of the placement tests. The Respondent shall be required to submit a technical report describing the psychometric characteristics of the tests as used in Florida. Data for this report shall be obtained from a sample of Florida students who are tested.

The Contract Vendor shall prepare one technical report based on data accumulated during the third year of use. The report shall be delivered to the Department in draft form for review and approval. The content and design of the technical report shall be proposed by the Contract Vendor but are subject to the approval of the Department.

The Reply submitted by the Respondent shall acknowledge responsibility for the preparation of the technical report, shall propose an outline of the report content, and shall propose a method for accumulating data needed.

Additionally, the Contract Vendor shall provide an annual report of the number of unduplicated examinees tested and number of tests administered. If possible, the Contract Vendor shall also provide annual State-level data analysis (e.g., first time examinee score distributions by demographic descriptors) to inform policy decisions that might be made by the Department.

Florida's public postsecondary institutions desire feedback reports that will summarize student performance in order to modify and/or enhance curricular and instructional initiatives. The Respondent shall describe in detail the types of reports that would be available to institutions.

SECTION 8 – OPENING, EVALUATION AND AWARD

8.0 REPLY OPENING
CONTENT ALIGNMENT AND TECHNICAL REPLIES WILL BE OPENED BY THE DEPARTMENT'S BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT MANAGEMENT SERVICES PERSONNEL AT 325 WEST GAINES STREET, 901 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA, AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES

PRICE REPLIES (which have corresponding responsive Content Alignment and Technical Replies) WILL BE OPENED AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES at 325 WEST GAINES STREET, 901 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA.

8.1 REPLY EVALUATION AND NEGOTIATION PROCESS
Using the evaluation criteria specified below, in accordance with Section 287.057, Florida Statutes, the Department shall evaluate and rank responsive replies and, at the Department's sole discretion, proceed to negotiate with one or more Respondent(s) selected, based on ranking, as follows:
A. Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the Department will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Department’s needs. The process will continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Contract Vendor, if in the best interest of the State.

B. The Department reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.

C. Before award, the Department reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent’s reply. Failure to provide requested information may result in rejection of the reply.

D. The focus of the negotiations will be on achieving the solution that provides the best value to the State.

E. In submitting a reply the Respondent agrees to be bound to the terms of this ITN, however, the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the State’s best interest to do so.

F. The Department reserves the right to reject any and all replies, if the Department determines such action is in the best interest of the State or the Department. The Department reserves the right to negotiate concurrently or serially with competing Respondents. The Department reserves the right to accept portions of a competing Respondent’s reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in replies.

8.1.1 Criteria for Evaluation
This section describes the reply evaluation process. References are made in this section to appendices that contain forms and other information required for completing replies.

All replies received will be evaluated by a content alignment evaluation committee and a technical reply evaluation committee. Both committees will be comprised of professional staff appointed by the Commissioner of Education. The content alignment evaluation and technical reply evaluation will take place within twenty (20) business days of the reply submission date. The Department reserves the right to reject any or all replies.

Price replies submitted by Respondents in separate, sealed packages will not be opened before the content alignment evaluation committee members and the technical reply evaluation committee members have submitted their final evaluations. The price replies will be evaluated by staff from the Office of Assessment working in cooperation with the Procurement Office.
Minor irregularities in the technical replies may be waived at the discretion of the technical reply evaluation committee. A minor irregularity is a variation from the ITN terms and conditions that do not affect the price of the reply, give the Respondent an advantage or benefit not enjoyed by the other respondents, or have an adverse impact on the interests of the Department.

For the purposes of evaluating the replies, the Respondent shall include the resources of designated subcontractors as described in the ITN. All subcontractors shall be acceptable to the Department; changes in subcontractors could be required prior to an award.

The evaluation of replies will be conducted in the following five stages:

Stage I: Evaluation of Mandatory Requirements (Reply Part I) – Bound with Part III
Stage II: Evaluation of Content Alignment (Reply Part II) – Separately Bound
Stage III: Evaluation of the Technical Reply (Reply Part III) – Bound with Part I
Stage IV: Evaluation of the Price Reply (Reply Part IV) – Separately Bound and Packaged – including Part I
Stage V: Ranking of Replies

**8.1.2 Stage I: Evaluation of Mandatory Requirements**

During the Stage I evaluation, the Department’s Procurement Office will determine if a reply is sufficiently responsive to the requirements of this ITN in order to permit a complete evaluation. In making this determination, the Procurement Office will evaluate each reply according to the process described in this section.

The Procurement Office, working in cooperation with staff from the Office of Assessment, will determine if each proposal is in compliance with the mandatory requirements defined in SECTION 5.3. Only those replies that are determined to meet the mandatory requirements of Stage I will be further evaluated.

**8.1.3 Stage II: Evaluation of the Content Alignment**

The content alignment evaluation committee will conduct its own independent review in a group setting of the sample items provided by the Respondent. Each committee member will then complete the rating procedures described below, using their own understanding of the sample items.

Each SME will be given a hard-copy of the Respondent's aligned sample items to evaluate using the rubric in Appendix D. The SMEs for mathematics, reading, and writing will evaluate the sample items for their content area only. Each SME will holistically rate the set of sample items provided by the Respondent for each exemplar item.

Each committee member will rate the alignment of each set of sample questions (i.e., a minimum of two, a maximum of five) to each of the sample questions provided. Raters will assign a rating of -1, 0, and +1. These ratings will be converted to whole numbers 1, 2, or 3 using the conversion -1 = 1, 0 = 2, and +1 = 3. These points will be summed and averaged across all raters. The Respondent with the highest average rating in mathematics will be awarded a total of 250 points. The Respondent with the highest average rating in writing will be awarded a total of 125 points. The Respondent with the highest average rating in reading will be awarded a total of 125 points.

Respondents with lower point totals will receive a proportional fraction of the total points of the Respondent with highest points. The fractional value of points to be assigned will be rounded to one decimal place. For example, if the Respondent with the highest total points had 60 points for mathematics, then that Respondent would receive the full 250 points for that alignment review. If the next Respondent had 50 points, that Respondent would receive 208 points [(50/60=.83) x 250]. Another Respondent receiving 30 points would be assigned 125 points [(30/60=.50) x 250]. The same ratios will be applied to the Respondents receiving the highest rating in writing and reading.
This rating and point assignment process will be used for the writing, reading, and mathematics sections for a total of possible points equaling 500 (i.e., 250 points for mathematics, 125 points for writing, and 125 points for reading).

8.1.4 Stage III: Evaluation of Technical Proposal

The technical reply evaluation committee members, acting independently in a group setting will evaluate how well the resources and experience described in each respondent's technical reply qualify the respondent to provide the services required by the provisions of this ITN and will assign holistic ratings of the quality of the proposed technical solutions to the work tasks specified in the ITN. The 17 criteria to be used to rate each respondent's technical reply in terms of the requirements of this ITN are shown in Appendix E. Each criterion represents a set of requirements of the ITN. The rating assigned to a given criterion represents the raters' determination as to the appropriate place on the rating scale continuum for the elements encompassed by the criterion taken as a whole. Consideration will be given to the length of time and the extent to which the respondent and any proposed subcontractors have been providing services similar or identical to those requested in this ITN. The respondent's personnel resources as well as the respondent's computer, financial, and other technological resources will be considered in evaluating a respondent's qualifications to meet the requirements of this ITN.

As part of the reply evaluation, the Department shall contact one or more of the agencies for whom the Respondent had previously been engaged to obtain information and recommendations. A common questionnaire will be used during reference checks. Committee members may also depend upon and use their own personal knowledge of the respondent, the subcontractors, and the proposed personnel as they evaluate each reply. It is anticipated that a committee member's personal knowledge of and experience with the respondent will be shared with other committee members during the open discussion period prior to completion of the Stage III evaluations.

The technical reply evaluation committee will assign holistic ratings of the quality of the resources and experiences the respondent will use to provide the services required by the provisions of the ITN. Each of the 17 criteria in Appendix E will be rated by members of the technical reply evaluation committee acting independently in a group setting. The rating assigned to a given criterion represents the rater's determination as to the appropriate place on the rating scale continuum for the elements encompassed by the criterion taken as a whole.

Each technical reply evaluation committee member will review the reply relative to each criterion and assign a score of 1 to 5 according to the evaluation scale shown in Figure 1 below. Half-point ratings of 1.5, 2.5, 3.5, and 4.5 will be permitted. If each evaluator assigns the maximum number of points for each criterion, the weighted sum of the ratings for each individual evaluation will be a maximum of 500 points. An average rating for a reply will be determined by summing the ratings of each individual evaluator across all criteria and averaging across all evaluators. For example, if all raters gave a rating of 5 for T1 (technical evaluation #1) then the average rating of 5 would be multiplied by the weighting factor of 8 for a total of 40 points.
Figure 1
Evaluation Scale for the Technical Reply

<table>
<thead>
<tr>
<th>Excellent</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

The Respondent has demonstrated superior qualifications, experience and and/or solutions to meet the technical requirements of the ITN and has proposed products and services that are desirable for use in the college placement test program and will provide a high quality assessment program that meets sound psychometric standards that are clearly feasible to implement. The Respondent will provide an internet-based adaptive test.

The Respondent has demonstrated insufficient qualifications, experience, and/or solutions to meet the technical requirements of the ITN or has proposed products and services that would be technically indefensible, that would create a flawed assessment program not meeting sound psychometric standards, or would not be feasible to implement. The Respondent does not offer an internet-based adaptive test.

8.1.5 Stage IV: Evaluation of the Price Reply
Only those replies that are found to meet the requirements of Stage I and Step 1 (see Appendix E) of Stage III of the evaluation process will have the price reply opened and evaluated. During this phase of the evaluation, the Department will determine if a price reply is sufficiently responsive to the requirements of this ITN to permit a complete evaluation. Any price reply that is incomplete, or that contains significant inconsistencies or inaccuracies, may be rejected by the Department. The Department reserves the right to reject any and all replies.

8.1.5.1 Assigning Point Values to the Price Reply
A maximum of 200 points will be awarded to a Respondent’s price reply. These points will be distributed among the separate price categories as shown in Table 1.

Table 1. Points Used to Evaluate the Price Categories

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria – Cost for Each Subtest Administered</th>
</tr>
</thead>
<tbody>
<tr>
<td>90</td>
<td>1. Per student cost of the entry-level writing, reading, and mathematics tests; electronic test administration manuals; and necessary ancillary materials needed for the proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
</tr>
<tr>
<td>25</td>
<td>2. Per student cost of a diagnostic and prescriptive mathematics (elementary algebra) assessment for students who are not placed into the intermediate algebra course, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
</tr>
<tr>
<td>Points</td>
<td>Criteria – Cost for Each Subtest Administered</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>15</td>
<td>3. Per student cost of a diagnostic and prescriptive <strong>writing</strong> assessment for students who are not placed into the entry-level English course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
</tr>
<tr>
<td>15</td>
<td>4. Per student cost of a diagnostic and prescriptive <strong>reading</strong> assessment for students who are not placed into the entry-level English level course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
</tr>
<tr>
<td>15</td>
<td>5. Per student cost of the college algebra (MAC1105) placement assessment, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test, or the paper-and-pencil test.</td>
</tr>
<tr>
<td>10</td>
<td>6. Cost for college-level reports (e.g., aggregate) and course-level reports showing performance of students by type of test administered.</td>
</tr>
<tr>
<td>5</td>
<td>7. Per student cost of the English as a second language diagnostic test, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based, computer-based test, or the paper-and-pencil test.</td>
</tr>
<tr>
<td>5</td>
<td>8. Per student cost of internet-based or computer-based instructional modules designed to remediate deficiencies in the Florida Postsecondary Readiness Competencies.</td>
</tr>
<tr>
<td>5</td>
<td>9. Per student cost of practice tests for the writing, reading, and mathematics tests, test administration manuals, and necessary ancillary materials needed for proper administration of the tests.</td>
</tr>
<tr>
<td>5</td>
<td>10. Per student cost of large print tests (i.e., reading, writing, mathematics).</td>
</tr>
<tr>
<td>5</td>
<td>11. Per student cost of Braille tests (i.e., reading, writing, mathematics).</td>
</tr>
<tr>
<td>5</td>
<td>12. Per student cost of audio tests (i.e., reading, writing, mathematics).</td>
</tr>
</tbody>
</table>
Note: It is assumed that the cost for the administration of any individual subtests would be in proportion to the total per student cost for the total battery of tests. For example, if a total battery of three placement tests cost X then the cost for any individual subtest within the battery would be X/3. If this assumption is incorrect the respondent should indicate the individual subtest costs on a separate table that is provided with the price reply.

The maximum available points for each criterion will be awarded to the Respondent that proposes the lowest charge (after present value is applied) for that service charge category. Points for the remaining Respondents will be awarded using the following formula:

\[
\frac{a}{n} \times \text{points} = \text{awarded points}, \quad \text{where}
\]

- \(a\) = the lowest proposed Respondent charge, and
- \(n\) = Respondent’s proposed charge

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

The results of the final calculations will be rounded to the nearest whole number. Each of the twelve individual cost calculations will not be rounded to the nearest whole number. After each factor has been evaluated as described, the total number of weighted points will be added, per respondent. If a particular respondent offered the lowest price in all 12 categories, a perfect score of 200 points would be earned.

After all price replies have been opened by the Procurement Office, the replies will be ranked on the basis of total points awarded. For this purpose, the points awarded to a respondent’s Price Reply will be multiplied by (500/200). For example if a respondent had the lowest price for all services they would receive the maximum possible points or 200 \(\times 2.50 = 500\) points. The remaining Respondents will receive a portion thereof based on the same formula. For example, if the next lowest bidder scored 150 points for the Price Reply, then they would receive 375 points out of 500 (e.g., 150 \(\times 2.50 = 375\)).

**8.1.6 Stage V: Ranking of the Replies**

The total maximum number of points that can be earned in the total evaluation process is 1,500. The 1,500 points are distributed as follows:

- Evaluation of Alignment to Postsecondary Readiness Competencies (500 points)
- Evaluation of the Technical Reply (500 points)
- Price Reply (500 points)

The maximum total of all components is 1,500 points.

The ranking results and recommendation of the evaluation teams will be forwarded to the negotiation committee.
8.2 POSTING OF INTENDED AWARD
The intended award will be posted in the Bureau of Contracts, Grants and Procurement Management Services, 325 West Gaines Street, 901 Turlington Building, Tallahassee, Florida and on the VBS and will remain posted for a period of seventy-two (72) hours. (See SECTION 3.4 CRITICAL EVENT DATES.)

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

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

8.3 AWARD OF THE CONTRACT
Services will be authorized to begin when the Contract Vendor receives a fully executed contract from the Department’s Contract Administrator.

* * * *
APPENDIX A

FLORIDA POSTSECONDARY READINESS COMPETENCIES

The following competencies, spanning the subject areas of mathematics, writing, and reading, are the competencies that will be assessed by the CPT program.

Mathematics

M1. Add, subtract, multiply and divide integers, fractions and decimals.
M2. Add, subtract, and multiply polynomials.
M3. Calculate and apply ratios, proportions, rates and percentages to solve problems.
M4. Understand the properties of integer exponents and roots and apply these properties to simplify algebraic expressions.
M5. Factor polynomials by removing the greatest common factor; factor quadratic polynomials.
M6. Solve linear equations and inequalities in one variable.
M7. Use the correct order of operations to evaluate arithmetic expressions, including those containing parentheses.
M8. Use the symbols of mathematics correctly and precisely.
M9. Solve an equation involving several variables for one variable in terms of the others.
M10. Solve quadratic equations in one variable by factoring.
M11. Recognize and solve problems that can be modeled using a linear equation in one variable, such as time/rate/distance problems, percentage increase or decrease problems, and ratio and proportion problems.
M12. Explain and apply basic number theory concepts such as prime number, factor, divisibility, least common multiple, and greatest common divisor.
M13. Understand that to solve certain problems and equations, number systems need to be extended from whole numbers to the set of all integers (positive, negative and zero), from integers to rational numbers, and from rational numbers to real numbers (rational and irrational numbers); define and give examples of each of these types of numbers.
M14. Determine the relative position on the number line of numbers and the relative magnitude of numbers expressed in fractional form, in decimal form, as roots or in scientific notation.
M15. Use mathematical strategies to formulate a problem in mathematical terms, reach a solution, and interpret the solution in the context of the original problem.
M16. Locate the position of a number on the number line, know that its distance from the origin is its absolute value, and know that the distance between two numbers on the number line is the absolute value of their difference.
M17. Use calculators appropriately and make estimations without a calculator regularly to detect potential errors.
M18. Understand the relationship between the coefficients of a linear equation and the slope and x- and y-intercepts of its graph.
M19. Distinguish relevant from irrelevant information, identify missing information, and either find what is needed or make appropriate estimates.

Writing

W1. Demonstrate control of standard English through the use of grammar, punctuation, capitalization, and spelling.
W2. Use general and specialized dictionaries, thesauruses, and glossaries (print and electronic) to determine the definition, pronunciation, etymology, spelling, and usage of words.
W3. Use roots, affixes and cognates to determine the meaning of unfamiliar words.
W4. Recognize nuances in the meanings of words; choose words precisely to enhance communication.
W5. Select and use formal, informal, literary, or technical language appropriate for the purpose, audience, and context of the communication.
W6. Drawing on readers’ comments on working drafts, revise documents to develop or support ideas more clearly, address potential objections, ensure effective transitions between paragraphs and correct errors in logic.
W7. Edit both one’s own and others’ work for grammar, style, and tone appropriate to audience, purpose, and context.
W8. Use graphics (such as charts, ratios and tables) to present information and ideas best understood visually.
W9. Define and narrow a problem or research topic.
W10. Gather relevant information from a variety of print and electronic sources, as well as from direct observation, interviews, and surveys.
W11. Make distinctions about the credibility, reliability, consistency, strengths, and limitations of resources, including information gathered from Web sites.

Reading

R1. Use context to determine the meaning of unfamiliar words.
R2. Distinguish among facts and opinions, evidence, and inferences.
R3. Identify false premises in an argument.
R4. Describe the structure of a given argument; identify its claims and evidence; and evaluate connections among evidence, inferences, and claims.
R5. Evaluate the range of and quality of evidence used to support or oppose an argument.
R6. Recognize common logical fallacies, such as the appeal to pity (argumentum ad misericordiam), the personal attack (argumentum ad hominem), the appeal to common opinion (argumentum ad populum) and the false dilemma (assuming only two options when there are more options available); understand why these fallacies do not prove the point being argued.
R7. Analyze written communication for false assumptions, errors, loaded terms, caricature, sarcasm, leading questions, and faulty reasoning.
R8. Understand the distinction between a deductive argument and inductive argument.
R9. Analyze two or more texts addressing the same topic to determine how authors reach similar or different conclusions.

R10. Follow instructions in informational or technical texts to perform specific tasks, answer questions, or solve problems.

R11. Identify the main ideas of informational text and determine the essential elements that elaborate them.

R12. Summarize informational and technical texts and explain the visual components that support them.

R13. Distinguish between a summary and a critique.

R14. Identify interrelationships between and among ideas and concepts within a text, such as cause-and-effect relationships.

R15. Synthesize information from multiple informational and technical sources.

R16. Draw conclusions based on evidence from informational and technical texts.

R17. Analyze the ways in which a text’s organizational structure supports or confounds its meaning or purpose.

R18. Analyze the setting, plot, theme, characterization, and narration of classic and contemporary short stories and novels.

R19. Analyze works of literature for what they suggest about the historical period in which they were written.

R20. Analyze the moral dilemmas in works of literature, as revealed by characters’ motivation and behavior.

R21. Identify and explain the themes found in a single literary work; analyze the ways in which similar themes and ideas are developed in more than one literary work.
Contractor represents and warrants as a material inducement to the State of Florida, Department of Education ("Department"), to enter the above referenced Contract that:

1. Neither Contractor, nor any officer, agent or employee of Contractor has now or ever has had any private business venture with the following individuals (hereinafter called "Agency Personnel"): Members of the Florida Board of Education, the Secretary of the Florida Board of Education, the Commissioner of Education, the Contract Manager named in the Contract, or the members of the Senior Management Service or Selected Exempt Service presently employed by Department or the Florida Board of Education; and

2. Neither Contractor, nor any officer, agent or employee of Contractor has given or offered to give money or anything else of value to any one or more of the Agency Personnel, or to any other person, in consideration for Contractor's selection as Contractor; and

3. Contractor knows of no fact or incidence of wrongdoing surrounding its selection as Contractor that, if disclosed to the Department would call into question Contractor's selection as Contractor or its fitness or ability to meet all of its legal and ethical obligations under the Contract.

Name of Contractor

Signature

(If Corporation, Partnership or D/B/A):

Title

Address

Phone/ Fax

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me this ____ day of ____________, ____, by

____________________________________________, who is personally known to me or who produced

_______________________________ for identification.

Signature of Notary Public

________________________________________

Name of Notary Public

My Commission expires:
CERTIFICATION OF COSTS

This is to certify that the work tasks proposed by ______________________________
(Vendor)

for the Department of Education and all supporting requirements identified in the proposal replies will be available
and delivered in accordance with the schedule indicated in the timeline of the Invitation to Negotiate. All costs
relative to the tasks to be performed are correct as of the date of this proposal reply and are acceptable to the
organization as a contractual obligation. This reply will remain in effect for 210 days from the date it is submitted.

It is understood that the requesting agency will compare the Vendor’s capability, costs, and job understanding with
those of other vendors, and selection will be based on criteria established in the Invitation to Negotiate.

__________________________________________
(Signature)

__________________________________________
(Title)
APPENDIX D

INSTRUCTIONS FOR COMPLETING THE CONTENT ALIGNMENT

AND SAMPLES OF FLORIDA POSTSECONDARY READINESS COMPETENCY EXEMPLAR TEST ITEMS

The full set of Florida Postsecondary Readiness exemplar items for writing, reading, and mathematics shall be provided for the Respondent in a separate electronic file upon written request to the Department’s contact person identified in SECTION 4.3 REPLY QUESTIONS & ANSWERS. For each competency to be tested at least one exemplar has been provided, with several competencies containing two or more exemplar items. The Department expects the Respondent to provide two sample items per exemplar item but no more than five sample items per exemplar item. For example, if three exemplar items were chosen for one Florida Postsecondary Readiness Competency, then the Respondent shall supply at least six sample items but not more than fifteen sample items.

The Respondent’s sample items should align to the Florida Postsecondary Readiness Competencies, be of equal cognitive complexity, and assess the same or similar knowledge assessed by the exemplar item.

The content alignment evaluation committee will be using the following holistic rubric to rate the sets of sample items provided by the Respondent.

<table>
<thead>
<tr>
<th>Rating Value</th>
<th>Explanation of Rating Value</th>
</tr>
</thead>
</table>
| + 1          | - The Respondent’s sample items are better aligned to the Florida Postsecondary Readiness Competencies.  
               - The Respondent’s sample items exceed the expectations set forth by the exemplar item provided by the Department (i.e., the sample items were better constructed). |
| 0            | - The Respondent’s sample items align to the Florida Postsecondary Readiness Competencies.  
               - The Respondent’s sample items align to the exemplar item provided by the Department and the Respondent’s sample items are well constructed. |
| - 1          | - The Respondent’s sample items are not aligned to the Florida Postsecondary Readiness Competencies (i.e., the item does not assess the skills of the standard).  
               - The Respondent’s sample items are not aligned to the exemplar (i.e., the cognitive complexity does not match the exemplar, the difficulty of the item is lower).  
               - The Respondent’s sample items are poorly constructed. |

Each subject area will be rated by a set of SMEs, who will make up the content alignment evaluation committee. The maximum total number of points that can be earned is 500. For more about how points are awarded refer to SECTION 8.1.3.

The following two pages are an example of what is contained in the content alignment document. The Respondent shall provide a minimum of two sample items per Department exemplar item, but not more than five sample items. A printed copy of the content alignment will be provided to the Respondent in...
addition to an electronic copy. The electronic copy will be distributed as a .pdf. The Respondent will be required to insert sample items into the .pdf, which may require the insertion of additional pages into the .pdf.

If the Respondent's items are proprietary, the Respondent shall indicate this on the content alignment, as specified in SECTION 4.8. All copies of the Respondent's content alignment will be kept secure by the Department. The content evaluation committee will sign nondisclosure agreements prior to reviewing the Respondent's content alignment.
Florida Postsecondary Readiness Competency

M2. Add, subtract, and multiply polynomials.

DOE Exemplar Item

Simplify:

\[(5x^2 - 6x - 3) - (2x^2 - 2x + 1)\]

A. \(3x^2 - 8x - 2\)
B. \(3x^2 - 4x - 4\)
C. \(3x^2 - 4x - 2\)
D. \(3x^4 - 4x^2 - 4\)

Vendor Sample Item
Florida Postsecondary Readiness Competency

M3. Calculate and apply ratios, proportions, rates and percentages to solve problems.

DOE Exemplar Item

Two machines can complete 7 tasks every 5 days. Let \( t \) represent the number of tasks these machines can complete in a 30-day month. Select the correct statement of the given condition.

A. \[ \frac{7}{5} = \frac{t}{30} \]

B. \[ \frac{5}{7} = \frac{t}{30} \]

C. \[ \frac{t}{7} = \frac{5}{30} \]

D. \[ \frac{t}{5} = \frac{30}{14} \]

Vendor Sample Item
Florida College Readiness Standard

W1. Demonstrate control of standard English through the use of grammar, punctuation, capitalization, and spelling.

DOE Exemplar Item

DIRECTIONS: Choose the sentence that is correctly punctuated.

A. The students grades weren’t posted, therefore, no one knew who made the highest score.
B. The students’ grades werent posted, therefore, no one knew who made the highest score.
C. The students’ grades weren’t posted; therefore, no one knew who made the highest score.
D. The students’ grades weren’t posted, therefore no one knew who made the highest score.

Vendor Sample Items
Florida College Readiness Standard

W1. Demonstrate control of standard English through the use of grammar, punctuation, capitalization, and spelling.

DOE Exemplar Item

DIRECTIONS: Choose the option that corrects an error in the underlined portion(s). If no error exists, choose “No change is necessary.”

The Audubon Society, for example, has opposed destruction of The Everglades and wildlife by appealing to the governor and by spending its funds on public awareness programs.

A. Audubon society
B. the everglades
C. Public Awareness
D. No change is necessary.

Vendor Sample Items
Florida Postsecondary Readiness Competency

R1. Use context to determine the meaning of unfamiliar words.

DOE Exemplar Item

Read the following sentence and answer the question.

The warmth of the sun raised the water temperature enough to awaken the rainbow and cutthroat trout that slumbered, and the caddis flies were dancing their erratic dance, here and there, over the water.

What does the word erratic mean as used in the sentence above?

A. aimless  
B. graceful  
C. leisurely  
D. swift

Vendor Sample Item
Florida Postsecondary Readiness Competency

R1. Use context to determine the meaning of unfamiliar words.

DOE Exemplar Item

The following item refers to CLAST Sample Passage 2.

As used in line 41, the word *dearth* most nearly means

A. scarcity.
B. abundance.
C. measurable amount.
D. inexhaustible amount.

Vendor Sample Item
APPENDIX E

RELATIVE WEIGHTS AND FACTORS TO BE USED IN EVALUATING THE TECHNICAL PROPOSAL

Step 1:
The following criteria of Step 1 are to be rated as “meet requirement” or “does not meet requirement.” Only replies which “meet requirement” on each of these criteria will be further rated on the remaining criteria.

The reply provides for use of tests containing approximately 19 to 37 test items for mathematics, 11 to 22 test items for writing, and 21 to 40 items for reading as described in SECTIONS 7.1 and 7.7.

The reply provides for the use of tests that can be administered in approximately three hours but no more than three-and one-half hours (SECTION 7.1).

The reply provides for use of tests composed of multiple-choice test items (SECTION 7.1).

The reply provides for preparation of two equivalent and alternative versions of each written placement test in addition to computer-based or internet-based tests (SECTION 7.1).

The reply provides for the availability of large print and Braille versions of each subtest (SECTION 7.1).

The reply provides for the availability of an audio version of each of the written subtests (SECTION 7.1).

Step 2:
The following 17 criteria will be rated according to the evaluation scale described in Figure 1 (SECTION 8.1.4). Each member of the evaluation team will determine the number of points for each criterion based on the product or service as presented or described by the Respondent. The evaluation committee will be asked to evaluate the extent to which the proposed services are similar or identical to those required in this ITN. The evaluation committee will holistically rate the quality of the technical solutions proposed for the work tasks specified in this ITN. This shall apply equally to all technical criteria T1–T17. Additionally, the evaluation committee will be asked to evaluate the extent to which the respondent and any proposed subcontractors have provided evidence of completion of services similar or identical to those required in this ITN. This shall apply equally to all technical criteria T1–T17.
<table>
<thead>
<tr>
<th>Criterion Number</th>
<th>Assigned Weight</th>
<th>Work Task</th>
<th>Criteria</th>
<th>Necessary Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1</td>
<td>8</td>
<td>Create an effective design for assessment administration tasks, including development of work schedules for implementation, training users, test and report specifications, and procedures for data verification. Create technical solutions for ITN SECTION 7 work tasks.</td>
<td>The respondent must have demonstrated the previous completion of test administration projects for college placement test statewide assessment programs or other large-scale assessment programs that required the respondent to design specifications for, manage, and implement all aspects of test administration.</td>
<td>The reply must address all required aspects of SECTION 7 of the ITN and include descriptions of the technical solutions proposed by the respondent.</td>
</tr>
<tr>
<td>T2</td>
<td>8</td>
<td>Respondent including subcontractors must have the personnel resources to meet ITN requirements.</td>
<td>The extent to which the respondent, including any subcontractors, has the depth of personnel resources to meet the requirements of this ITN.</td>
<td>The reply must include proof of qualified personnel, including any subcontractors to meet all ITN requirements.</td>
</tr>
<tr>
<td>T3</td>
<td>8</td>
<td>Respondent must have appropriate experience corresponding to the ITN scope of work specified and volume of examinees.</td>
<td>The extent to which the respondent's experience corresponds to the scope of work specified in this ITN and volume of examinees.</td>
<td>The reply must include evidence and examples of experience corresponding to the scope of the work specified in this ITN and volume of examinees.</td>
</tr>
<tr>
<td>T4</td>
<td>8</td>
<td>Respondent must have the appropriate technological resources to meet the ITN's technology requirements.</td>
<td>The extent to which the respondent's technological resources will enable it to meet the requirements of this ITN.</td>
<td>The reply must include evidence and examples of appropriate experience utilizing the technology required to accomplish the scope of the work specified in this ITN.</td>
</tr>
<tr>
<td>Criterion Number</td>
<td>Assigned Weight</td>
<td>Work Task</td>
<td>Criteria</td>
<td>Necessary Documentation</td>
</tr>
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</tr>
<tr>
<td>T5</td>
<td>8</td>
<td>Item pools are robust and will generate content valid reading, writing, and mathematics tests for the purpose of college entry-level testing programs.</td>
<td>The reading, writing, and mathematics tests are content valid for the purpose of college entry-level testing program as described in <strong>SECTIONS 7.1, 7.7, and 5.4</strong>. Number of items administered is slightly larger than the number of postsecondary readiness competencies.</td>
<td>The reply must show evidence that item pools will produce content valid, college entry-level reading, writing, and mathematics tests for college entry-level, college placements tests.</td>
</tr>
<tr>
<td>T6</td>
<td>8</td>
<td>Item pools are robust and will generate reading, writing, and mathematics tests that generate reliable decisions at the cut point for the purposes of the college entry-level placement testing program.</td>
<td>The reading, writing, and mathematics tests generate reliable decisions at the cut point for the purposes of the college entry-level college placement testing program as described in <strong>SECTION 7.7</strong>.</td>
<td>The reply must show evidence that item pools will produce reliable decisions at the cut point for reading writing, and mathematics tests for college entry-level, college placements tests.</td>
</tr>
<tr>
<td>T7</td>
<td>5</td>
<td>Item pools are robust generate content valid for the optional elementary algebra and college algebra placement tests for the purpose of placement into these two levels of mathematics coursework.</td>
<td>The optional elementary algebra placement test and the college algebra placement test are content valid for the purpose of placement into these two levels of mathematics coursework as described in <strong>SECTION 7.1</strong>.</td>
<td>The Respondent must show experience in developing content valid for the optional beginning algebra and college algebra placement tests for the purpose of placement into these two levels of coursework. A rationale is provided for the number of items administered in addition to a description of the competencies covered.</td>
</tr>
<tr>
<td>Criterion Number</td>
<td>Assigned Weight</td>
<td>Work Task</td>
<td>Criteria</td>
<td>Necessary Documentation</td>
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<tr>
<td>T8</td>
<td>5</td>
<td>Item pools are robust and will generate reliable decisions at the cut point for the optional elementary algebra and college algebra placement tests for the purpose of placement into these two levels of mathematics coursework.</td>
<td>The optional elementary algebra placement test and the college algebra placement test generate reliable decisions at the cut point for the purposes of placement into these two levels of mathematics coursework as described in SECTION 7.7.</td>
<td>The Respondent must show experience in generating tests that produce reliable decisions at the cut point for the optional beginning algebra and college algebra placement tests for the purpose of placement into these two levels of coursework. A rationale is provided for the number of items administered in addition to a description of the competencies covered.</td>
</tr>
<tr>
<td>T9</td>
<td>3</td>
<td>Item pools are robust and will generate a content valid test for the diagnosis of students who have second language interference.</td>
<td>The optional test to be used for the diagnosis of students who have second language interference is content valid for this purpose as described in SECTION 7.1.</td>
<td>The Respondent must show experience in developing a content valid optional test for the diagnosis of students who have second language interference. A rationale is provided for the number of items administered in addition to a description of the competencies covered.</td>
</tr>
<tr>
<td>Criterion Number</td>
<td>Assigned Weight</td>
<td>Work Task</td>
<td>Criteria</td>
<td>Necessary Documentation</td>
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</tr>
<tr>
<td>T10</td>
<td>3</td>
<td>Item pools are robust and will generate reliable decisions at the cut point for the optional test to diagnosis of students who have second language interference.</td>
<td>Item pools are robust and will generate reliable decisions at the cut point for the diagnosis of students who have second language, as described in <strong>SECTION 7.1</strong>.</td>
<td>The Respondent must show experience generating tests with reliable decisions at the cut point for the diagnosis of students who have second language interference. A rationale is provided for the number of items administered in addition to a description of the competencies covered.</td>
</tr>
<tr>
<td>T11</td>
<td>6</td>
<td>Describe administrative accommodations for students with disabilities to enable them to participate in the college entry-level testing process.</td>
<td>The administrative accommodations for students with disabilities that will enable them to participate in the college entry-level testing process as required by <strong>SECTION 7.1</strong>.</td>
<td>The Respondent must show experience arranging administrative accommodations for students with disabilities to enable them to participate in the college entry-level testing process. Accommodations available are described.</td>
</tr>
<tr>
<td>T12</td>
<td>2</td>
<td>Develop and provide postsecondary institutions with answer keys and scoring software for paper based testing.</td>
<td>The Respondent will provide postsecondary institutions with answer keys and scoring software which meet the requirements of <strong>SECTIONS 7.4 and 7.6</strong>.</td>
<td>The Respondent must show experience in developing and providing postsecondary institutions with answer keys and scoring software.</td>
</tr>
<tr>
<td>Criterion Number</td>
<td>Assigned Weight</td>
<td>Work Task</td>
<td>Criteria</td>
<td>Necessary Documentation</td>
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<tr>
<td>T13</td>
<td>2</td>
<td>Provide postsecondary institutions with reusable test booklets, reusable administrative manuals, answer folders, self-scoring answer folders, and ancillary administrative materials for each of the proposed college entry-level placements tests.</td>
<td>The Respondent will provide postsecondary institutions requesting paper-and-pencil versions with reusable test booklets, reusable administrative manuals, answer folders, self-scoring answer folders, and ancillary administrative materials for each of the proposed college entry-level placement tests which meet the requirements of <strong>SECTIONS 7.1 and 7.6.</strong></td>
<td>The Respondent must show the capability to provide postsecondary institutions with reusable test booklets, reusable administrative manuals, answer folders, self-scoring answer folders, and ancillary administrative materials for each of the proposed college entry-level placements tests.</td>
</tr>
<tr>
<td>T14</td>
<td>2</td>
<td>Provide postsecondary institutions with optional explanatory brochures, web-based materials, flyers, or folders designed to inform students about the college entry-level placement tests and test results.</td>
<td>The Respondent will provide postsecondary institutions with optional explanatory brochures, web-based materials, flyers, or folders designed to inform students about the college entry-level placement tests and test results which meet the requirements of <strong>SECTION 7.6.</strong></td>
<td>The Respondent must show the capability to provide postsecondary institutions with explanatory brochures, web-based materials, flyers, or folders designed to inform students about the college entry-level placement tests and test results.</td>
</tr>
<tr>
<td>Criterion Number</td>
<td>Assigned Weight</td>
<td>Work Task</td>
<td>Criteria</td>
<td>Necessary Documentation</td>
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<tr>
<td>T15</td>
<td>10</td>
<td>Provide college entry-level placement tests which are psychometrically</td>
<td>The Respondent has proposed use of college entry-level placement tests which are psychometrically appropriate in terms of predictive validity, standard error of measurement at cut points, equating, norming, calibration, and freedom from bias.</td>
<td>The Respondent must show evidence of experience developing college entry-level placement tests which are psychometrically appropriate in terms of predictive validity, standard error of measurement at cut points, reliability of decisions, equating, norming, calibration and freedom from bias.</td>
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<tr>
<td></td>
<td></td>
<td>appropriate in terms of predictive validity, standard error of measurement</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>at cut points, decision reliability, calibration, equating, norming, and</td>
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<tr>
<td></td>
<td></td>
<td>freedom from bias.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T16</td>
<td>6</td>
<td>Provide diagnostic and prescriptive reports for math, reading, and writing</td>
<td>The Respondent can provide diagnostic and prescriptive reports for math, reading, and writing and for remedial and advanced courses.</td>
<td>The Respondent must show competency in providing diagnostic and prescriptive reports for math, reading, and writing and for remedial and advanced courses.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and for remedial and advanced courses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T17</td>
<td>6</td>
<td>Provide instructional modules for remediation of competencies not</td>
<td>The Respondent can provide instructional modules for remediation of competencies not achieved for entering college level courses.</td>
<td>The Respondent must show competency in providing instructional modules for the remediation of competencies not achieved for entering college level courses.</td>
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<td></td>
<td></td>
<td>achieved for entering college level courses.</td>
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</tr>
<tr>
<td>Total</td>
<td>100 points</td>
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<td></td>
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<tr>
<td>Maximum Weighted</td>
<td>100 X 5 = 500</td>
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</table>
APPENDIX F

INSTRUCTIONS FOR COMPLETING THE PRICE REPLY FORM

The Price Reply Summary Form will contain only one price entry per item, written without contingencies or additional qualifications attached thereto. Each entry on the form requires the Respondent to submit a price per specified unit, e.g., test booklet, brochure, etc. The Department requires that the Respondent provide only the required price or to state that there will be no charge for the product.

The Respondent may enter a “no cost” reply for any item on the Price Reply Summary Form as long as there is no attached contingency such as “no cost for up to two Braille versions of the placement test.”

The Respondent is required to submit prices for reusable tests and administration manuals.

The Respondent may provide additional services or products that go beyond or modify the products and services specified in the ITN. Such offers shall be placed in an Optional Services and Products addenda to the Price Reply Summary Form and shall not be considered by the Department in evaluating the content alignment or technical replies. Once the Department has selected the Contract Vendor to whom the contract shall be awarded, the Department also shall select which, if any, of the Contract Vendor’s Optional Services and Products will be included in the contract.
### PRICE REPLY SUMMARY FORM

**COSTS OCCURRING FOR CONTRACT YEARS 2010–15**

Respondent's Name: __________________________

<table>
<thead>
<tr>
<th>Description of Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Per student cost of the entry-level writing, reading, and mathematics tests; electronic test administration manuals; and necessary ancillary materials needed for the proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
<td></td>
</tr>
<tr>
<td>2) Per student cost of a diagnostic and prescriptive <strong>mathematics</strong> (elementary algebra) assessment for students who are not placed into the intermediate algebra course, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
<td></td>
</tr>
<tr>
<td>3) Per student cost of a diagnostic and prescriptive <strong>writing</strong> assessment for students who are not placed into the entry-level English course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
<td></td>
</tr>
<tr>
<td>4) Per student cost of a diagnostic and prescriptive <strong>reading</strong> assessment for students who are not placed into the entry-level English level course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
<td></td>
</tr>
<tr>
<td>5) Per student cost of the college algebra (MAC1105) placement assessment, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test, or the paper-and-pencil test.</td>
<td></td>
</tr>
<tr>
<td>6) Cost for college-level reports (e.g., aggregate) and course-level reports showing performance of students by type of test administered.</td>
<td></td>
</tr>
<tr>
<td>7) Per student cost of the English as a second language diagnostic test, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based, computer-based test, or the paper-and-pencil test.</td>
<td></td>
</tr>
<tr>
<td>8) Per student cost of internet-based or computer-based instructional modules designed to remediate deficiencies in the Florida Postsecondary Readiness Competencies.</td>
<td></td>
</tr>
<tr>
<td>9) Per student cost of practice tests for the writing, reading, and mathematics tests, test administration manuals, and necessary ancillary materials needed for proper administration of the tests.</td>
<td></td>
</tr>
<tr>
<td>10) Per student cost of large print tests (i.e., reading, writing, mathematics).</td>
<td></td>
</tr>
<tr>
<td>11) Per student cost of Braille tests (i.e., reading, writing, mathematics).</td>
<td></td>
</tr>
<tr>
<td>12) Per student cost of audio tests (i.e., reading, writing, mathematics).</td>
<td></td>
</tr>
</tbody>
</table>
### PRICE REPLY SUMMARY FORM

COSTS OCCURRING FOR OPTIONAL RENEWAL YEAR 1, 2015–16

Respondent's Name: ________________________________

<table>
<thead>
<tr>
<th>Description of Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Per student cost of the entry-level writing, reading, and mathematics tests; electronic test administration manuals; and necessary ancillary materials needed for the proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
<td></td>
</tr>
<tr>
<td>2) Per student cost of a diagnostic and prescriptive <strong>mathematics</strong> (elementary algebra) assessment for students who are not placed into the intermediate algebra course, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
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</tr>
<tr>
<td>3) Per student cost of a diagnostic and prescriptive <strong>writing</strong> assessment for students who are not placed into the entry-level English course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
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</tr>
<tr>
<td>4) Per student cost of a diagnostic and prescriptive <strong>reading</strong> assessment for students who are not placed into the entry-level English level course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
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<td>5) Per student cost of the college algebra (MAC1105) placement assessment, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test, or the paper-and-pencil test.</td>
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</tr>
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<td>6) Cost for college-level reports (e.g., aggregate) and course-level reports showing performance of students by type of test administered.</td>
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</tr>
<tr>
<td>7) Per student cost of the English as a second language diagnostic test, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based, computer-based test, or the paper-and-pencil test.</td>
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</tr>
<tr>
<td>8) Per student cost of internet-based or computer-based instructional modules designed to remediate deficiencies in the Florida Postsecondary Readiness Competencies.</td>
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</tr>
<tr>
<td>9) Per student cost of practice tests for the writing, reading, and mathematics tests, test administration manuals, and necessary ancillary materials needed for proper administration of the tests.</td>
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<td>10) Per student cost of large print tests (i.e., reading, writing, mathematics).</td>
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<td></td>
</tr>
<tr>
<td>12) Per student cost of audio tests (i.e., reading, writing, mathematics).</td>
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</tbody>
</table>
**PRICE REPLY SUMMARY FORM**

**COSTS OCCURRING FOR OPTIONAL RENEWAL YEAR 2, 2016–17**

Respondent’s Name: _______________________________

<table>
<thead>
<tr>
<th>Description of Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Per student cost of the entry-level writing, reading, and mathematics tests; electronic test administration manuals; and necessary ancillary materials needed for the proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
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<tr>
<td>2) Per student cost of a diagnostic and prescriptive <strong>mathematics</strong> (elementary algebra) assessment for students who are not placed into the intermediate algebra course, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
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<td>3) Per student cost of a diagnostic and prescriptive <strong>writing</strong> assessment for students who are not placed into the entry-level English course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
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<td>4) Per student cost of a diagnostic and prescriptive <strong>reading</strong> assessment for students who are not placed into the entry-level English level course (ENC1101), electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test or the paper-and-pencil test.</td>
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<tr>
<td>5) Per student cost of the college algebra (MAC1105) placement assessment, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based test, computer-based test, or the paper-and-pencil test.</td>
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<td>6) Cost for college-level reports (e.g., aggregate) and course-level reports showing performance of students by type of test administered.</td>
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<tr>
<td>7) Per student cost of the English as a second language diagnostic test, electronic test administration manuals, and necessary ancillary materials needed for proper administration of the internet-based, computer-based test, or the paper-and-pencil test.</td>
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<tr>
<td>12) Per student cost of audio tests (i.e., reading, writing, mathematics).</td>
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</table>
SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

VENDOR NAME: ____________________________________________________________

MAILING ADDRESS: ______________________________________________________

CITY/STATE/ZIP: _________________________________________________________

AUTHORIZED AGENT (typed): _______________________________________________

AUTHORIZED AGENT (manual): ______________________________________________

DATE: _______________ TELEPHONE: _______________ FAX: _________________

E-MAIL ADDRESS: _______________________________________________________
APPENDIX G

DRUG-FREE WORKPLACE

(Will be considered in case of identical tie replies)

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

__________________________________
Respondent's Signature
APPENDIX H

REFERENCES

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

<table>
<thead>
<tr>
<th>BUSINESS NAME:</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
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</tr>
<tr>
<td>CONTACT PERSON:</td>
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<td>PHONE NUMBER:</td>
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<td>FAX NUMBER:</td>
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<td>E-MAIL ADDRESS:</td>
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<td>DATE OF SERVICES:</td>
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<td>BUSINESS NAME:</td>
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<td>E-MAIL ADDRESS:</td>
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<td>DATE OF SERVICES:</td>
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</tr>
</tbody>
</table>
APPENDIX I

STATE OF FLORIDA DEPARTMENT OF EDUCATION

MINORITY SUB CONTRACTORS UTILIZATION SUMMARY

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

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

PRIME CONTRACT VENDOR: __________________________________________

CONTRACT NO.:____________________________________________________

CONTRACT TITLE:____________________________________________________

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<th>MBE CONTRACTORS</th>
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<th>Non-Certified</th>
<th>Non-Profit</th>
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Total Amount $________________

Certified True and Correct by: _______________________________________

Prime Contract Vendor

_________________________________________    Mrs. Gwendolyn York

Title

_________________________________________    325 West Gaines Street

Date

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

STATE OF FLORIDA DEPARTMENT OF EDUCATION

CONTRACT STANDARD TERMS AND CONDITIONS

I. Pursuant to S. 287.058(1), Florida Statutes ("F.S."):
   A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
   B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
   C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.07(3), F.S., or by other provisions of general or special law.
   D. The Deliverables specified in the Contract must be received and accepted in writing by the Department’s Contract Manager before Contractor is entitled to payment.
   E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
   F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(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 the 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 Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
   B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department’s inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
   C. In each case of a Deliverable of information technology, as defined at s. 287.012(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.
   E. 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.
   F. 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.

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 of the State of Florida.

C. In the event it is determined as a matter of law that any such work is not a “work for hire”, Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.

D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:

1. The written source code;
2. The source code files;
3. The executable code;
4. The executable code files;
5. The data dictionary;
6. The data flow diagram;
7. The work flow diagram;
8. The entity relationship diagram; and
9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

XII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.

XIII. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

XIV. The Contractor shall grant access to all records pertaining to the Contract to the Department’s Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

XV. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor’s equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor’s networks.

XVI. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of $1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor’s operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.

XVII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.

XVIII. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
XIX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:

A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor;

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 Contractor Manager deems necessary.

XXI. This Contract may not be modified unless in writing signed by the Department and the Contractor.

XXII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract’s drafter, and agree that this Contract is their joint product.

XXIII. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

XXIV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

XXV. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.

XXVI. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.

XXVII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.

XXVIII. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.

XXIX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.

XXX. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt with 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. 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 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 a 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 the filing of 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 (FLAIRC 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.