

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCGD-2009-R-0036	Page of Pages 1 1
2. Amendment/Modification Number 1	3. Effective Date See Section 16C below	4. Requisition/Purchase Request No.		5. Solicitation Caption DC CAS
6. Issued By: Office of Contracting and Procurement Office of the State Superintendent of Education 441 4th Street, NW, Suite 350 North Washington, DC 20001		Code	7. Administered By (If other than line 6) Office of the State Superintendent of Education Division of Education Excellence 51 N Street, NE, 7th Floor Washington, DC 20002	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) To All Prospective Offerors			(X) 9A. Amendment of Solicitation No. DCGD-2009-R-0036	9B. Dated (See Item 11) 11-Mar-09
Code			10A. Modification of Contract/Order No.	
Facility			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This Amendment provides answers to questions received in response to the RFP DCGD-2009-R-0036. See Attachment 1 for questions and answers. All other terms and conditions of the RFQ remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Jim Marshall	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed 3/31/2009
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

ATTACHMENT 1

Question and Answers

RFP DCGD-2009-R-0036

District of Columbia Comprehensive Assessment Systems (DC CAS)

The Office of the State Superintendent of Education responds to questions received from the RFP solicitation as follows:

Question 1: Page 14, #C.3.3.2.2 b

The number of strands or reporting categories is absent, would the District please indicate how many strands are in the DC CAS Reading/Language Arts content area?

Answer: There are three (3) strands in Reading/Language Arts; and five (5) strands in Math; as well as five (5) strands in Grade 5 Science, five (5) strands in Grade 8 science; and seven (7) strands in Biology.

Question 2: Within the allocated 20 points in Price evaluation, will the cost estimate for optional requirements in each year be included?

Answer: No.

Question 3: We believe that most standard insurance policies will satisfy the majority of the insurance terms and meet the intents and purposes of the requirements provided in the RFP at Paragraph I.8. However, we believe that most standard Contractor policies do not exactly conform to every nuance of the RFP insurance provision, and strict compliance might require Contractors to incur special additional insurance costs. Will the District be willing to negotiate exact insurance requirements upon award?

Answer: The District will negotiate exact insurance requirements before the contract award.

Question 4: Will the District permit Contractor to propose supplemental terms or conditions to the terms provided in the RFP, or will the District negotiate supplemental terms and conditions upon contract award?

Answer: Contractor can propose supplemental terms and conditions, but the District's legal counsel will review and decide whether to accept, reject or negotiate the terms before the contract award.

Question 5: Is the winning Contractor required to store used student test books, administration manuals, unused answer documents, and other unused materials? If so, please provide specific retention requirements so that bidders may price accordingly. How long does the District require the Contractor to electronically store student answer documents?

Answer: The state will expect the Contractor to retain/store used and unused student test books organized by school for one (1) year. These are secured documents. The Contractor will not be required to store/retain administration manuals, unused answer documents or other unused materials.

Question 6: With respect to the Item Ownership/Copyrights provision on page 16, and Rights in Data provision on page 43, Contractors will utilize significant existing proprietary computer programs and derivative works that have been previously developed by the contractor as well as 3rd party-owned software (such as Microsoft and Oracle), some of which may be trade secret, copyright, patent and trademark protected. We presume the District understands contractors or its licensors will retain all Intellectual Property rights to these materials and we will not disclose or provide these materials to the District. In addition, any derivative works created during the term of the contract will not be owned by the District, and licenses may be agreed upon by the parties. Are these presumptions correct?

Answer: The state recognizes and concedes that certain proprietary programs previously developed by the Contractor, such as computer programs and software, will remain their intellectual property. However, the state retains ownership of secured test items, test booklets, practice materials developed for the DC statewide assessment program and the Contractor shall be restricted from use of such items in the DC metropolitan area, excluding, of course, the District of Columbia.

Question 7: The Contractor presumes that any assessment items used for this contract which were created prior to the term of this contract, which may or may not be modified during the term of this contract, will remain the sole property of the Contractor. Is this correct?

Answer. The state recognizes the Contractor's proprietary interest in items developed prior to this contract.

Question 8: **C.3.10.4 TAC Meetings, page 21** - “In consultation with the State, the Contractor shall conduct meetings of the Technical Advisory Committee no less than four times a year.”

Will the contractor have any responsibilities for TAC committee expenses such as travel, lodging, etc.? If so, please define the requirements. How many TAC members and state leaders should be expected at these meetings?

Answer: *The Contractor is not responsible for any travel or lodging costs beyond their own. In compliance with DC regulations and as allowed by Title VI, the Contractor shall provide food and beverages, as needed, for the TAC Committee meetings. There are approximately 8-12 members of the TAC Committee.*

Question 9: **C.3.10.6 Stipend Responsibility, page 21** - “Administer stipends for DC educators/stakeholders participating in test development training and professional development activities.”

Will the contractor be responsible solely for administering the stipends, or will the contract be responsible for costing for and paying the stipends under this contract? If so, please provide the stipend rate for committee members.

Answer: *The Contractor should propose its costs for administration and disbursement of the stipends. (Approximately \$240/day X approximately 100 teachers X 4 days)*

Question 10: Does the state have a target count for participation at the meetings, or is that up to the vendor to estimate and control?

Answer: *The state expects approximately 100 teachers/day over 4 days.*

Question 11: Please confirm or define which of these meetings in the RFP are considered to be test development and/or professional development meetings that will require payment of stipends:

- Test Administration Training meetings
- Item Review meetings
- Bias/Sensitivity meetings
- Test Chairperson Training meetings
- Report Interpretation meetings
- Rangefinding meetings
- National Expert additional training meetings

Answer: The administration of stipends shall apply to the following meetings:

Item Review; Bias/Sensitivity meetings; Range-finding/ Standard-Setting meetings.

Question 12: RFP page 14, section C.3.3.2.x: Can OSSE please provide copies of or a link to scoring rubrics for vendors to access?

Answer: Page reference (to above question) unclear.

Question 13: C.3.4.3.1 page 16 C.3.4.3.1 states “The Contractor is restricted from use of secured items within the DC metropolitan area, including within Virginia and Maryland, public and private schools.”

Please clarify that the above clause does not preclude the contractor from training and scoring items in DC or with employees located in DC, Virginia, Maryland, etc.

Answer: This clause does not preclude the Contractor from training and scoring items in DC or with employees located in DC, Virginia, Maryland, as long as it pertains to the District’s statewide assessment program.

Question 14: Page 51, J.2 Incorporated Attachments “The Past Performance Evaluation form.” Is the intent of this form that it be sent to the designated company references and the reference will then send the completed form to Janet Spevak to arrive before 2:00 p.m. EDT on April 9th? The contractor does not need to include these forms in the proposal we submit to you – is that correct?

Answer: Yes

Question 15: How many items by item type (multiple choice, constructed response, and writing prompts) and content area will be available for use operationally after the Spring 2009 field test?

*Answer: Math – 90 MC and 6 CR items per grade level
Reading – 108 MC and 6 CR items per grade level*

Question 16: Does the current test design utilize one core of operational items and two versions containing field test items for each grade and subject level?

Answer: Yes.

Question 17: What is the policy for item re-use after an item is used operationally?

Answer: All items remain secure unless released by the state.

Question 18: How many stand-alone items are in each Reading/Language Arts session (by grade)?

Answer: There are no stand alone items within the reading/language arts sessions.

Question 19: What is the linking strategy? How many linking items are on each core form (by type, per session, by grade, in each content area)?

Answer: A common item equating design is used.

Question 20: How many multiple-choice field test items are on field test form (per session, by grade, in each content area)?

*Answer: Reading has 17 field test MC items
Science has 10 field test MC items
Math- Grades 3 & 4 10; Grades 5 & 6- 14;
Grades 7 -11; Grades 8 -14; Grades 10- 13*

Question 21: How many constructed-response (open-ended) field test items are on field test form (per session, by grade, in each content area)?

Answer: Reading, math and science should have 2 CRs field test items per form.

Question 22: How many core and field test passages are on each form (per session, by grade)?

Answer: Grades 4-8 & 10: Sessions 1, 3, and 4 have two passages per session. Session 2 has 4 passages across grade levels.

*Grade 3- Sessions 1, 3, and 4 have two passages per session.
Session 2 has 3 passages per session*

Question 23: What is the item to passage ratio (per session, by grade)?

Answer: Grade 3

*Session 1: Pas 1- 9MC&1CR; Pas 2- 7MC&1CR
Session 2: Pas 3- 5MC; Pas 4- 5MC; Pas 5- 7MC&1CR;
Session 3: Pas 6- 8MC&1CR; Pas 7- 5MC
Session 4: Pas 8- 10MC&1CR; Pas 9- 5MC*

Grades 4-10

*Session 1: Pas 1- 8MC & 1CR ; Pas 2- 5 MC
Session 2: Pas 3- 4MC&1CR; Pas 4- 5 MC; Pas5- 5 MC;
Pas 6- 7MC&1CR
Session 3: Pas 7- 8MC&1 CR; Pas 8- 5MC
Session 4: Pas 9- 10MC&1CR; Pas 10- 5 MC*

Question 24: Are passages commissioned or permissioned?

Answer: The state (OSSE) has no preference for the development of passages. Currently the state uses permissioned passages.

Question 25: Can vendors plan on OSSE providing field test responses for the 2010 operational items/prompts for the purposes of preparing for range-finding? If the answer is yes, how will these field test responses be provided; hardcopy, PDFs, .tif, etc?

Answer: The state (OSSE) will provide hard copies.

Question 26: Does the District plan to continue to use items from a contractor-owned bank for the life of the CAS program to augment District-owned items? If not, what is the plan?

Answer: The state (OSSE) only plans to use DC- owned items.

Question 27: Is a passage review meeting required for passages used on the Reading/Language Arts exam?

Answer: Yes, the state expects to pull a small committee of experts to review passages (provided by vendor) prior to vendor's development of items. Larger committees of teachers are used during the summer to review passages and test items (written by vendor) for bias-sensitivity and to participate in range-finding activities.

Question 28: Is the bias/sensitivity meeting referenced in C.3.10.1 conducted prior to the field testing of new items?

Answer: Bias sensitivity reviews are generally conducted prior to field testing.

Question 29: If so, is there a separate data review meeting conducted after the field testing of new items?

Answer: A second review with assessment staff would occur after field testing to review item characteristic data (diff, fit, difficulty, etc.).

Question 30: The RFP incorporates Section J.2.5 Cost/Price Data Package. This document appears more appropriate to a cost-type contract.

Will the District remove this requirement given this is a fixed price contract?

If not, will the District confirm in advance this highly confidential cost information will be protected under an applicable FOIA exemption in Section 2-534(a)(1)?

Answer: The Cost/Price Data package will be treated as confidential information.

Question 31: Will a qualified prime contractor be entitled to the addition of points added to the overall score under Section M.5.2?

Answer: Yes. The total preference points are 12 points.

Question 32: Section L.2.1.2.3 requires a large number of Sample documents. Does DC wish to receive an original and five copies of all of these samples, or will a single box of samples be sufficient. Alternatively, would the District consider a CD with electronic copies?

Answer: The Contractor can submit one (1) hard copy and five (5) electronic copies.