

**Request for Quotes**

**#25-004  
New Jersey English Language Arts and Mathematics  
Next Generation Statewide Assessment Program**

|  |  |  |
| --- | --- | --- |
| **description** | **Date** | **Time** |
| **Due Date For Questions** | October 29, 2024 | 12:00 PM |
| **Submission Date** | December 6, 2024 | 12:00 PM |

Dates are subject to change. All times contained in the RFQ refer to Eastern Time.

All changes will be reflected in Bid Amendments to the Request for Quotes posted on the NJDOE website.

**RFQ Issued By:**

State of New Jersey

Department of Education 100 Riverview Plaza, Trenton, New Jersey 08625-0500

Date: October 15, 2024

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ATTACHMENT 1 – State of New Jersey Standard Terms and Conditions (2/8/2024)

# INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Education (NJDOE). The Contract will be awarded in the State of New Jersey’s eProcurement system, NJSTART ([www.njstart.gov](http://www.njstart.gov)). The awarded Contractor is advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](https://www.state.nj.us/treasury/purchase/vendor.shtml) for information.

## PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for a Contractor to develop and implement New Jersey’s Student Learning Assessments for English Language Arts and Mathematics (NJSLA-ELA/M) and the New Jersey Graduation Proficiency Assessment (NJGPA). The three (3) year Contract resulting from this Bid Solicitation will run through the end of the 2026-2027 Academic Year. There will be two (2), one-year option periods that can be used to extend the contract. The State of New Jersey Standard Terms and Conditions (SSTCs) included with this Bid Solicitation will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

The NJDOE supports schools and districts to ensure New Jersey’s 1.4 million students have equitable access to high-quality education and achieve academic excellence. In pursuit of this vision, New Jersey has developed a systemic and coherent approach to education focused on rigorous standards that inform curriculum and instruction, standards-aligned state assessments, reporting and analysis of actionable data, and meaningful professional learning. With high standards, balanced accountability, and quality instruction, all students can achieve academically and experience post-secondary success.

The NJDOE has a legal and moral imperative to hold all students to the same rigorous academic standards and build a system of assessments that enables New Jersey communities to ensure every student is making meaningful growth toward those standards. Adopted in 1996 and revised frequently, New Jersey’s system of State standards, now known as the New Jersey State Learning Standards, lay the foundation for districts to develop local curricula. From 1978 until today, New Jersey has administered progressively more rigorous, expansive, and standards-aligned State assessments to gauge student learning.

As a State education agency, the NJDOE must ensure that State assessments are of high quality. While State assessments are a single measure of how students are performing academically, they are an important lever towards better understanding a student’s academic needs in English language arts and mathematics. State assessment results are used alongside other quantitative and qualitative measures to inform communities about productive utilization of district resources; identify schools and districts that require additional support from the NJDOE; and most importantly, provide critical information for enhancing curriculum and instruction in classrooms across the State.

When used in conjunction with local student performance metrics, statewide assessments support the identification of students’ strengths and opportunities for improvement. Since the quality of the assessment is a factor that impacts the validity of the decisions being made in the interest of students, New Jersey must continue to evolve its cycle of setting high standards and improving its state and local assessment systems so that education communities continually have higher-quality information regarding students’ academic needs and progress.

New Jersey is committed to collaboratively improving the State assessment system in alignment with the New Jersey Student Learning Standards (NJSLS). The NJDOE conducted outreach in the spring and summer of 2018 to ensure that input from the education community would inform the next generation of State assessments. NJDOE staff held 75 in-person feedback sessions in all 21 counties, ultimately hearing from over 2,300 students, practitioners, school and district leaders, and community organizations. The results of that initiative were published in the July 2018 Summary of Findings Report. After testing cancellations due to the COVID-19 pandemic, the State is now ready to reflect the findings from this outreach in its forthcoming testing system. For State assessment, New Jersey’s priorities for the next generation of State assessment include:

1. **Provision of timely, actionable data**: State assessment should collect data that educators can use to inform instruction, return data to districts quickly, and ensure parents have access to reports they can use to understand and support their child’s progress;
2. **Short length**: State assessment should be appropriate for all students, not disrupt day-to-day school operations, and optimize instructional time. State assessments should be no longer than four (4) hours per subject area, which is inclusive of field test content;
3. **Accessibility:** State assessment should ensure students with diverse needs have assessment options that allow students to demonstrate learning and provide actionable data to ensure those students get the supports they need; and
4. **College and career readines**s: State assessment should reflect New Jersey’s high standards, while ensuring students have access to diverse graduation pathways that reflect differentiated learning and post-secondary plans.

The input garnered from communities during the first phase of the NJDOE’s assessment outreach was used by experts and leaders to develop core characteristics for the Next Generation Assessment in New Jersey. The Next Generation Assessment will be:

1. Computer adaptive;
2. Differentiated for students in grades 3-8 and high school in English language arts and mathematics;
3. Informed by education stakeholders in New Jersey and education experts nationally; and
4. Equipped with optional specifications that the education community in New Jersey can consider throughout outreach and implementation, so that this work is continually evolving alongside the communities the NJDOE serves.

The State is seeking a Contractor to support the development, administration, and reporting of its summative English language arts and mathematics assessments. The Contractor shall propose a plan that ensures that the State has a sustainable path for its summative assessments, maintains consistency with legacy assessments to the extent possible, and allows the State to build the foundation for innovations in design over time. In English language arts and mathematics, the Contractor shall propose a plan that meets New Jersey requirements for design and reporting consistency with legacy assessments preferably through the provision of Contractor-provided licensed items or, secondarily, through the sublicensing of assessment content, test forms, and ancillary materials. Any new content that was developed under this contract shall be owned by the State.

**NEW JERSEY ASSESSMENT DATA:**

In New Jersey, there are a total of 681 operating districts, charter schools, and Renaissance schools with 2,005 elementary schools, 392 secondary schools, and 111 combined elementary and secondary schools for Academic Year 2023 – 2024. There are approximately 100,000 students enrolled in each grade with a total of 1.4 million students enrolled from pre-kindergarten to 12th grade. Below is background information for New Jersey students:

**Table 1:  
Percent students by Race/Ethnicity for Academic Year 2022-2023**

|  |  |
| --- | --- |
| Race/Ethnicity | Percent |
| White | 39.1% |
| African American | 14.4% |
| Asian | 10.1% |
| Pacific Islander | 0.2% |
| Hispanic | 33.1% |
| American Indian | 0.2% |
| Two or more | 2.9% |

|  |  |
| --- | --- |
| Subgroup | Percent |
| Multilingual Learner | 9.4% |
| Economic disadvantaged status | 36.6% |
| Special Education status | 19% |

**Table 2:**

**Approximate Student Counts by Grade and Subject**

| **Grade** | **Student Count** |
| --- | --- |
| Grade 3 (M/ELA) | 100,000 |
| Grade 4 (M/ELA) | 100,000 |
| Grade 5 (M/ELA) | 100,000 |
| Grade 6 (M/ELA) | 100,000 |
| Grade 7 (M/ELA) | 100,000 |
| Grade 8 (M/ELA) | 100,000 |
| Grade 9 (M/ELA) | 100,000 |
| High school algebra I | 100,000 |
| High school algebra II | 100,000 |
| High school geometry | 100,000 |

The NJDOE is required to administer the statewide assessments through both the Every Student Succeeds Act (ESSA) as well as New Jersey State Statute §18A:7C-6.

It is the intent of the State to award a Contract to that responsible Bidder whose Quote, conforming to this RFQ is most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State’s best interest.

## ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) the final RFQ, (2) State of New Jersey Standard Terms and Conditions, (3) Waivered Contracts/Delegated Purchase Authority Supplement to the State of New Jersey Standard Terms and Conditions and (4) the Quote, and if applicable (4) any Bidder responses to clarifications, (5) a Bidders’ Best and Final Offer, (6) other negotiated document, and/or (7) third party document . In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder’s Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, including those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference, the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Conditions shall prevail.

# PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

## QUESTION AND ANSWER PERIOD

The NJDOE will electronically accept questions and inquiries from all potential Bidders. The cut-off date for electronic questions and inquiries related to this RFP is indicated on the cover sheet.

1. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

A Bidder shall submit questions only to the NJDOE designee by email NJDOE designee’s email address, [NextGen.Assessment@doe.nj.gov](mailto:NextGen.Assessment@doe.nj.gov). The NJDOE will not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the NJDOE’s website.

## BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ, and part of any Contract awarded. Bid Amendments will be posted with the RFQ posted on the NJDOE website. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this RFQ.

# QUOTE SUBMISSION REQUIREMENTS

## QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the NJDOE, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes must be submitted to the following address:

Submisison by Mail:

New Jersey Department of Education

Office of Budget and Accounting

RFQ #25-004

P.O. Box 500

Trenton, New Jersey 08625-0500

In-Person Submission:

New Jersey Department of Education

Office of Budget and Accounting

RFQ#25-004

100 Riverview Plaza

Trenton, New Jersey 08625-0500

Each bidder is required to provide five (5) hard copies of all documents in their Quote, along with a New Technology File System (NTFS) formatted flash drive containing electronic versions of the same documents. Quotes received after the deadline will not be considered. Quotes will be opened at 2:00pm on the quote submission due date at the NJDOE, 100 Riverview Plaza, Trenton, New Jersey, first floor conference room. Quotes not received prior to the Quote opening deadline shall be rejected.

On the date and time proposals are due under the RFP, all information concerning the proposals submitted will be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the Bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the NJDOE.

## BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder’s failure to be knowledgeable as to all of the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

## BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this RFQ, the terms and conditions of this RFQ, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

## QUOTE CONTENT

The Quote should be submitted with the attachments organized in the following manner:

* Forms
* Technical Quote
* State-Supplied Price Sheet
* State of New Jersey Security Due Diligence Third Party Information Security Questionnaire

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of an RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

## FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms.

### [OFFER AND ACCEPTANCE PAGE](https://www.state.nj.us/treasury/purchase/forms/OfferandAcceptance.pdf)

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive.

### [OWNERSHIP DISCLOSURE FORM](https://www.state.nj.us/treasury/purchase/forms/OwnershipDisclosure.pdf)

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the NJDOE may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder’s failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

### [DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf)

The Bidder should  submit the Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).  If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive.

### [DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM](https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestigations.pdf)

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.  If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive.

### [MACBRIDE PRINCIPLES FORM](https://www.state.nj.us/treasury/purchase/forms/MacBridePrinciples.pdf)

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive.

### [SERVICE PERFORMANCE WITHIN THE UNITED STATES](https://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf)

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive.

### [CONFIDENTIALITY/COMMITMENT TO DEFEND](https://www.state.nj.us/treasury/purchase/forms/ConfidentialityForm.pdf)

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq*.*, or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder’s designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder’s assertion of confidentiality that is contrary to the State’s determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State’s response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State’s correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

### [SUBCONTRACTOR UTILIZATION PLAN](https://www.state.nj.us/treasury/purchase/https:/www.state.nj.us/treasury/purchase/forms/SubcontractorUtilizationPlan.pdf)

Bidders intending to use Subcontractor(s) shall list all Subcontractors on the Subcontractor Utilization Plan form.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and resumes of its proposed replacement staff or of the proposed Subcontractor’s management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State.

#### SMALL BUSINESS AND/OR DISABLED VETERANS’ BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT

Not applicable to this procurement.

### RESERVED

Not applicable to this procurement.

### [AFFIRMATIVE ACTION](https://www.state.nj.us/treasury/contract_compliance/index.shtml)

The intended Contractor and its named Subcontractors must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named Subcontractors are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at

<https://www.state.nj.us/treasury/contract_compliance/index.shtml>.

### RESERVED

Not applicable for this procurement.

### STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE

The Bidder should complete and submit the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire (Questionnaire) with its Quote. If a Bidder does not submit the completed Questionnaire with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive.

This Questionnaire is designed to provide the State with an overview of the Bidder’s security and privacy controls to ensure that the Bidder will (1) meet the State of New Jersey’s objectives as outlined and documented in the Statewide Information Security Manual; and (2) comply with the State’s security requirements as outlined in *Section 6 – Data Security Requirements – Contractor Responsibility*. The State reserves the right to remove a Bidder from consideration of Contract award if the State determines that the Bidder’s Questionnaire failed to sufficiently convey that the Bidder’s security and privacy controls meet the State’s requirements.

The State has executed a Confidentiality/Non-Disclosure Agreement which is attached to the Questionnaire. The Bidder should countersign the Confidentiality/Non-Disclosure Agreement and include it with its submitted Questionnaire. If a Bidder does not submit the signed Confidentiality/Non-Disclosure Agreement with the Questionnaire, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive. No amendments to Confidentiality/Non-Disclosure Agreement are permitted.

To the extent permissible under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena, the completed Questionnaire and supplemental documentation provided by the Bidder will be kept confidential and not shared with the public or other Bidders.

### [BUSINESS REGISTRATION](https://www.state.nj.us/treasury/revenue/busregcert.shtml)

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the “Maintain Terms and Categories” Tab within its profile in NJSTART. In the event of an issue with a Bidder’s Business Registration Certification Active status, NJSTART provides a link to take corrective action.

### 3.5.14 [CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3](https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf)

The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form. Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c.3, sec. 1(e). If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Quote non-responsive.

## TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must set forth its understanding of the requirements of this RFQ and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder’s Quote.

### PRELIMINARY WORK PLAN (PWP)

The Bidder shall submit a Preliminary Work Plan (PWP) as part of its Quote. The PWP shall be the Bidder’s initial draft of the Operational Work Plan (OWP). Refer to *Bid Solicitation Section 4.3.1 – Operational Work Plan (OWP) and Operational Yearly Schedule (OYS)* for additional information regarding the requirements of the PWP and the OWP.

### PRELIMINARY YEARLY SCHEDULE

The Bidder shall submit a Preliminary Yearly Schedule (PYS) as part of its Quote. The PYS shall be the Bidder’s initial draft and approach for the initial Operational Yearly Schedule (OYS). Refer to *Bid Solicitation Section 4.3.1.1 – Operational Yearly Schedule (OYS)* for additional information regarding the requirements of the PYS and OYS.

## MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The narrative should demonstrate that the Bidder’s approach and plans to undertake and complete the Contract are appropriate to the Tasks and Subtasks involved.

Mere reiterations of RFQ Tasks and Subtasks are strongly discouraged, as they do not provide insight into the Bidder’s approach to complete the Contract. The Bidder’s response to this section should demonstrate to the Evaluation Committee that the Bidder’s detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder’s Quote will lead to successful Contract completion.

## CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should include the Bidder’s approach to communicate with the State Contract Manager including, at a minimum, status meetings, status reports,invoicing, product delivery, inquiries, and issue alerts.

## CONTRACT SCHEDULE

The Bidder’s Quote shall include a draft Contract schedule. If key dates are a part of this RFQ, the Bidder’s schedule should incorporate such key dates and should identify the completion date for each Task and Subtask required by the Scope of Work. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each Task and/or Subtask.

The Bidder shall identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

## MOBILIZATION PLAN

It is essential that the State have quick use of the functionality this Contract is to provide. Therefore, each Bidder shall include as part of its Quote a mobilization plan, beginning with the date of notification of Contract award and lasting no longer than 16 weeks.

Such mobilization plan should include the following elements:

1. A detailed timetable for the mobilization period of 16 weeks. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract and the Contract shall be operational from the date of notification of award;
2. The Bidder’s plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder’s mobilization of the Contract within the period of 16 weeks. The Bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;
3. The Bidder’s plan for recruitment of staff required to provide all services required by the RFQ on the Contract start date at the end of the mobilization period covering 16 weeks. In the event the Bidder must hire management, supervisory and/or key personnel if awarded the Contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Contract term; and
4. The Bidder’s plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Contract on the required start date.

## ADDITIONAL PLAN(S)

The Bidder shall provide its draft Preliminary Contingency Plan (PCP) as part of the Quote. The Bidder’s PCP should include the Bidder’s plan to meet the following areas, as specified by *Bid Solicitation Section 6.33 – Contingency Planning*:

1. Backup and recovery strategies;
2. Continuity of operations;
3. Disaster recovery; and
4. Crisis management.

## ORGANIZATIONAL EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder’s qualifications, and capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder’s Quote.

## LOCATION

The Bidder should include the address of where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

## ORGANIZATION CHARTS

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

## RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this RFQ. Resumes should include the following:

1. The individual's previous experience in completing each similar Contract;
2. Beginning and ending dates for each similar Contract;
3. A description of the Contract demonstrating how the individual's work on the completed Contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
4. With respect to each similar Contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder shall provide detailed resumes for each Subcontractor’s management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform.

## EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder’s ability to successfully complete services similar to those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder’s omission of this necessary disclosure information may be cause for rejection of the Bidder’s Quote by the State.

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder’s Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

## FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the State with the ability to evaluate the Bidder’s financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

1. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or
2. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant, including a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder’s most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) Business Days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and will so advise the Bidder.

## STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ and located on the [Doing Business with the Department of Education (nj.gov)](https://www.nj.gov/education/purchasing/).

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

The Bidder shall:

1. Submit a Unit Price for EVERY price line for Year 1 pricing through Year 3 pricing;
2. Submit a Unit Price for EVERY price line for Optional Year 1 pricing through Optional Year 2 pricing;
3. Submit Unit Pricing as follows:
   1. Year 1 pricing
      1. Price lines 1-20: Per EACH meeting;
      2. Price line 21: Per EACH Task;
      3. Price lines 22-33, 35, and 37-42,: For the ENTIRE Task. **Note:** The quantity for these price lines is one (1);
      4. Price lines 34 and 36: Per EACH delivery; and
      5. Price lines 43-45: Per EACH month.
   2. Year 2-3 and Optional Year 1-2 pricing
      1. Price lines 1-22: Per EACH meeting;
      2. Price line 23: Per EACH Task;
      3. Price lines 24-36, 38, 40-44, and 46-48: For the ENTIRE Task. **Note:** The quantity for these price lines is one (1);
      4. Price lines 37 and 39: Per EACH delivery;
      5. Price line 45: Cost per EACH study for additional studies; and
      6. Price lines 49-51: Per EACH month.

When completing the State-Supplied Price Sheet, the Bidder shall use the estimated number of students that will participate in NJGPA retests each year shown in Table 8, in *Bid Solicitation Section 4.5.2.3.2 – NJGPA Administration Schedule*, as applicable. The Bidder shall assume that each student is participating in both NJGPA components: English language arts and mathematics.

For price lines 37 (Year 1) and 40 (Years 2, 3, Optional Year 1 and Optional Year 2) Constructed Response Item (CRI) Scoring – Human Hand-Scoring and 38 (Year 1) and 41 (Years 2, 3, Optional Year 1 and Optional Year 2) Constructed Response Item (CRI) Scoring – Machine-Scoring, it is DOE intent that automated scoring (machine scoring) will be utilized where appropriate. The 37 (Year 1) and 40 (Years 2, 3, Optional Year 1 and Optional Year 2) Constructed Response Item (CRI) Scoring – Human Hand-Scoring would be utilized at the discretion of the SCM for situations where there is lower confidence in the automated scoring process.

Where the State-Supplied Price Sheet includes an estimated quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this RFQ. There is no guaranteed minimum or maximum volume for these price lines.

See Section 8.6.2 for how the award value will be calculated.

### DELIVERY TIME AND COSTS

Not applicable to this procurement.

### CASH DISCOUNTS

Not applicable for this procurement.

### VOLUME DISCOUNTS

Bidders may submit volume discounts on the State-Supplied price sheet or include them with the submitted Quote. The State will consider a volume discount for ordering; however, such discounts will not be factored into the evaluation of the Quote.

### USE OF “NO BID” VERSUS “NO CHARGE” ON THE STATE-SUPPLIED PRICE SHEET

All price lines must be filled out in accordance with the instructions above. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate “No Bid” on the State-Supplied Price Sheet accompanying this RFQ. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate “No Charge” on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Bidder’s Quote being deemed non-responsive.

# SCOPE OF WORK

## THE SUMMARY STATEMENT

The New Jersey State Department of Education (NJDOE) is issuing this Bid Solicitation to provide for Computer Adaptive Testing (CAT) in the following:

1. Spring Administration
   1. English language arts
      1. Grades 3-9, and
      2. A Fixed-form high school graduation assessment component based on grade 10 NJSLS for English Language Arts (NJSLS-ELA) standards; and
   2. Mathematics
      1. Grades 3-8,
      2. End-of-course assessments in algebra I, geometry, and algebra II, and
      3. A Fixed-form high school graduation assessment component based on NJSLS for algebra I and geometry.
2. Summer Administration
   1. English language arts
      1. The same fixed-form high school graduation assessment component based on the grade 10 NJSLS-ELA standards that was administered in the spring of that same year; and
   2. Mathematics
      1. The same fixed-form high school graduation assessment component based on the NJSLS for algebra I and geometry standards that was administered in the spring of that same year.
3. Fall Administration
   1. English language arts
      1. Grade 9 assessment, and
      2. The same fixed-form high school graduation assessment component based on grade 10 NJSLS-ELA standards that was administered in the spring of that same year; and
   2. Mathematics
      1. End-of-course assessments in algebra I, geometry, and algebra II, and
      2. The same fixed-form high school graduation assessment component based on the NJSLS for algebra I and geometry standards that was administered in the spring of that same year.

Student performance on the high school graduation assessments, initially administered to students in grade 11, will be used as a criterion for making high school graduation determinations. The Contractor shall ensure the new scale and assessment can have a historical comparison completed to the prior NJSLA at each grade level and end-of-course assessment for both mathematics and English language arts.

The Bid Solicitation includes requirements in the following major areas:

* 1. Project management;
  2. Content development – Contractor-owned content, leased content, and, as needed custom development;
  3. Computer-based test registration and delivery;
  4. Paper-based testing as an accommodation;
  5. Delivery and retrieval of paper-based tests;
  6. Field testing;
  7. Customer support services;
  8. Scoring and reporting;
  9. Standard setting;
  10. Data analysis;
  11. Psychometric services and research;
  12. Machine and human scoring;
  13. Delivery and retrieval of paper-based assessments;
  14. Website hosting;
  15. Data storage; and
  16. Content banking.

The Contractor shall remain responsible for Contract performance regardless of Subcontractor participation in the work. The Contractor either directly or through its Subcontractor(s), shall provide all services and products requested in this Bid Solicitation, including, at a minimum:

1. Ensuring that English language arts and mathematics assessments for all grades, subjects, and high school graduation assessments are operational for Spring 2026;
2. Developing electronic content for the New Jersey Assessment Program that will be interoperable – render and function on the diverse array of the assessment industry’s delivery platforms;
3. Ensuring the Contractor’s Item Bank will store and maintain all test content and a wide array of metadata;
4. Coordinating with the SCM and NJDOE for the successful development and implementation of the New Jersey Assessment Program;
5. Ensuring that they have the capability and willingness to commit the human and technological resources needed to complete all contracted services with a high level of quality on schedule and on budget;
6. Sending assessment content for review and approval to the NJDOE Content Specialists prior to the test administration dates as defined in the Operational Yearly Schedule (OYS);
7. Providing the content in the form of valid Question and Test Interoperability (QTI) standards content packages following NJDOE approval; and
8. Ensuring assessments meet the following requirements:
   1. Consist of selected response, constructed response, writing Tasks and Technology-Enhanced Items (TEIs);
   2. Offer no more than four (4) hours of testing time for any given grade level end-of-course of high school graduation assessment, inclusive of field test items;
   3. Measure the extent to which students have achieved the skills, knowledge, understandings, and practices described in NJSLS-ELA and NJSLS for Mathematics (NJSLS-M);
   4. Remain fair and sensitive to the diverse student population in the State; and
   5. Support a range of digitally provided accessibility features for all students and accommodations for students who are designated to receive them.

**Note:** For any documents the Contractor is expected to create under this Contract, the following link with current examples may be referred to: <https://nj.mypearsonsupport.com/>

## ESSENTIAL REQUIREMENTS

### PROJECT LAUNCH MEETING (PLM)

The Contractor shall schedule and meet in person with the State Contract Manager (SCM) within 15 Business Days after Contract award. This meeting shall include discussion on topics including, at a minimum:

1. Introduction of key project personnel and contact information;
2. Review of project intent and scope;
3. Discussion of proper methods and channels of communication among the Contractor(s) and the SCM and NJDOE assessment staff;
4. Discussion of status reporting mechanisms and format;
5. Review of the assessment program implementation schedule; and
6. Review of the Preliminary Work Plan (PWP) and Preliminary Yearly Schedule (PYS) submitted with the Contractor’s original Quote (refer to *Bid Solicitation Section 3.14.1 – Preliminary Work Plan (PWP)* and *Section 4.3.1 – Operational Work Plan (OWP) and Operational Yearly Schedule (OYS)*) highlighting the plans for the key areas:
   1. Test content sourcing (existing vendor owned content, gaps and potential need for custom development);
   2. CAT approach and implementation schedule;
   3. Test registration and delivery platform functionality;
   4. Grade level, EOC, and new high school graduation assessments implementation schedule; and
   5. Review of the PCP submitted with the Contractor’s original Quote (refer to *Bid Solicitation Section 3.19 – Additional Plan(s)*).

### ASSESSMENT STANDARDS

Subject to the Contract award date and the discretion of the NJDOE, the Contractor shall implement the NJSLA-M and the NJSLA-ELA, with item development and field testing prior to the operational assessment projected to start in the spring of the 2025-2026 academic year with statewide operational administrations, in the following:

1. Grades 3-9 in English language arts;
2. Grades 3-8 in mathematics;
3. EOC assessments in algebra I, geometry and algebra II; and
4. High school graduation assessment composed of English language arts and mathematics components.

The first operational administration is intended for the spring of 2026. The Contractor shall propose a method for establishing a cut score for the spring 2026 administration. The performance standard setting activities shall occur following the first operational administration of the assessment after initial baseline statistics are established for the items utilizing New Jersey student data; in this case, the standard setting activities would likely occur in the summer of 2026.

The Contractor shall ensure that all assessments that are part of the New Jersey Assessment Program:

* 1. Are aligned to the NJSLS for mathematics (<https://www.nj.gov/education/standards/math/Index.shtml>) and English language arts (<https://www.nj.gov/education/standards/ela/Index.shtml>) respectively and to any future revisions of the NJSLS or their replacements;
  2. Are computer-based adaptive tests. Accommodated versions of the assessment shall also be computer-based (Fixed-form or CAT as available) with paper-based, Fixed-forms available for students with disabilities when required by their Individualized Education Plan (IEP)/Section 504 Plans;
  3. Are developed and implemented in consultation with, under the direction of, and with the approval of the SCM. The SCM will define which scope of work Task will involve direct communication with other NJDOE staff after the Contract is awarded;
  4. Meet or exceed nationally recognized professional and technical standards, as established by the Standards for Educational and Psychological Testing (2014) which can be found at: <https://www.testingstandards.net/uploads/7/6/6/4/76643089/standards_2014edition.pdf>;
  5. Are developed and implemented using quality assurance and control processes that promote high quality and error free deliverables (refer to *Bid Solicitation Section 4.4 – Assessment Program Quality Control and Documentation*);
  6. Incorporate specifications and testing procedures that promote consistency in the look and feel of the assessments;
  7. Adapt to the stage of test development progress that may have taken place between the release of this Bid Solicitation and the actual award of the Contract; and
  8. Adjust or expand as necessary the original requirements set forth in this Bid Solicitation, under the direction of the SCM, to address unforeseen developments that take place during the term of the Contract.

Additionally, the Contractor shall:

* 1. Produce valid, reliable, accurate, meaningful, and actionable data and information for the students, teachers, administrators, and parents;
  2. Ensure assessments are developed and implemented with input from local educators and subject matter experts, and that training is provided for field educators, administrators, and other personnel involved in administering and scoring the assessments (refer to *Bid Solicitation Section 4.9.2 – Technical Advisory Committee (TAC) Meetings* through *Bid Solicitation* *Section 4.9.20 – Other Meeting Requirements*);
  3. Produce data files compatible with the needs of the New Jersey Standards Measurement and Resource for Teaching (NJ SMART) student data warehouse or other longitudinal data systems that may be used by the NJDOE and with associated federal accountability reporting requirements;
  4. Provide school, district, and state reports of results that include breakdowns of domain level results by:

1. State-assigned County-District-School (CDS) codes;
2. Program (general education, Special Education, current and former Multilingual Learners);
3. Student demographics (gender, race, ethnicity, economic status, migrant status); and
4. Other categories as requested by the SCM;
   1. Minimize the level of administrative burden on local districts to provide and administer high-quality, valid, reliable, and secure assessments;
   2. Provide rapid return and dissemination of assessment results, on a schedule compatible with a maximum level of quality in the production of that data;
   3. Archive materials with oversight provided by the SCM;
   4. Provide programmatic information required by the Every Student Succeeds Act (ESSA) (2015), peer review process (<https://oese.ed.gov/files/2023/11/assessmentpeerreview.pdf> ) including, at a minimum:
5. Annual technical reports;
6. Results from alignment studies;
7. Results from validation and research studies;
8. Written policies relating to the provision of accommodations for students with disabilities and Multilingual Learners;
9. Written guidance for administering tests to Multilingual Learner students when reading test material to them in their native language; and
10. Score reports showing disaggregation of student achievement data by specified student subgroups;
    1. Develop and provide progress, risk management, and other project management reports to the SCM that are timely and well documented;
    2. Provide a web-based dashboard that will provide information in real time that will allow the NJDOE to monitor tests completion across the state during live administration of the assessments;
    3. Conduct post-assessment review meetings documenting lessons learned and improvement plans (refer to *Bid Solicitation Section 4.9.14 – Post-Administration Review Meeting*);
    4. Assist the SCM in the creation of documents and media for:
       1. Professional development workshops;
       2. State Board of Education meetings;
       3. Assessment literacy outreach efforts;
       4. Assessment implementation support for a wide variety of stakeholders; and
       5. Reporting on outreach and implementation efforts.

### PROJECT MANAGEMENT

The Contractor shall adhere to all guidance provided in the [Project Management Appendix](https://www.nj.gov/it/docs/vendors/ProjectManagementAppendix.pdf). Please refer to *Bid Solicitation Section 4.3.1 – Operational Work Plan (OWP) and Yearly Operational Schedule (OYS)* for the details on the OWP and OYS.

### CUSTOMER SERVICE SUPPORT

The Contractor shall:

1. Provide customer support services in a highly responsive manner that minimizes school personnel burden, disruption, and inconvenience; and
2. Describe in its proposal how it will meet the customer service support requirements in this section or acknowledge the requirements, as appropriate.

#### CUSTOMER SUPPORT SERVICES PLATFORM

The Contractor shall describe its customer service platform that includes functionality including, at a minimum:

1. Agent, supervisor, and administrative interfaces;
2. Customer Resource Management (CRM) integration;
3. Intelligent routing capabilities;
4. On-screen caller information; and
5. Agent analytics and reporting.

#### CUSTOMER SUPPORT SERVICES ACCESSIBILITY AND CAPACITY

The Contractor shall:

1. Provide customer support services that can be accessed multiple ways (i.e., phone, email, chat) and with sufficient staff to meet service level metrics agreed upon between the SCM and Contractor;
2. Provide access and support to a dedicated toll-free customer service support line and email address for use by all schools and districts participating in the New Jersey Assessment Program;
3. Provide a customer support line staffed by Contractor customer service representatives, Monday through Friday, 6:30 a.m. to 7:30 p.m. Eastern Time, with the exception of State holidays included in the official State calendar (<http://www.state.nj.us/nj/about/facts/holidays/>) and full or partial holiday closures observed by the Contractor, which will be determined and approved by the NJDOE; and
4. Deploy a call center staff with the capacity to handle call volume during peak periods and respond to calls within the time specified in the established service level agreement.

#### TRAINING OF CUSTOMER SERVICE REPRESENTATIVES

The Contractor’s customer service representatives shall:

1. Provide courteous, prompt attention to caller’s needs;
2. Respect the caller’s privacy during all communications;
3. Maintain sensitivity to the diversity of callers’ roles and cultures;
4. Always communicate with a professional demeanor; and
5. Provide accurate information.

The Contractor shall:

1. Train and closely supervise customer service representatives to be deeply familiar with all phases of the New Jersey Assessment Program from test registration through test administration (including online platform use) and reporting;
2. Train customer service representatives by staff who are knowledgeable about the New Jersey Assessment Program and the needs of various school personnel including test administrators and test coordinators to respond accurately to phone calls, emails, and other correspondence;
3. Provide the SCM, upon request, information on how training is conducted, materials used for training, and who conducts the training;
4. Continually develop/update training materials and practices and train/maintain customer service staff to support the New Jersey Assessment Program throughout the Contract period;
5. Develop FAQs and scripts for customer service representatives to help them answer questions. Information provided to customer service representatives must be available to the NJDOE upon request. Customer service representatives must be deeply familiar with New Jersey Assessment Program materials such as manuals, user guides, student test directions, test delivery system details, and communications to New Jersey schools, as well as the NJDOE’s data privacy and test security policies;
6. Develop and document a process to keep customer service representatives informed throughout the year as the assessment program moves into different stages of implementation (i.e., test production, administration, scoring and reporting). Training and materials relevant to each stage must be provided to customer service representatives in advance;
7. Provide staff that is knowledgeable in online testing and online technology system requirements to support schools experiencing technical difficulties. When the NJDOE requests a site visit by the Contractor, it shall occur within 24 hours, or later as approved by the NJDOE. In cases where the onsite staff are unable to resolve issues within 48 hours, the Contractor shall arrange for a higher-skilled staff person to visit the site and resolve the issue;
8. Ensure that customer service representatives can differentiate policy-related questions that should be answered by the NJDOE from questions that should be answered by customer service representatives; and
9. Have documented processes in place to monitor the accuracy of phone and email responses by customer service representatives through supervisory monitoring, Local Education Agency (LEA)/school feedback, or other methods and provide retraining, as necessary.

#### LEVELS OF CUSTOMER SERVICE SUPPORT

The Contractor shall:

1. Provide differentiated levels of customer support services ranging from general, non-technical to highly complex technical issues;
2. Provide Level 1 support: Responses to general, non-technical inquiries from school staff. Examples or topics that shall be addressed by the Contractor’s Level 1 customer service staff include: password recovery, Contractor’s website navigation, test ordering and returning of test materials, entering student information into student profiles, printing of test tickets, transferring students process, editing test sessions, entering student accommodations, and managing basic aspects of assessment administration;
3. Provide Level 2 support in response to inquiries that Level 1 customer service representatives are unable to resolve. For example, responses to inquiries related to technical questions such as local system set-up and to other issues that may be technical, but for which systems engineers (Level 3 staff) have documented resolution methods. Level 1 customer service representatives must immediately escalate technical issues raised by schools that cannot be resolved by them to the Contractor’s Level 2 staff. Level 2 staff must respond to the school that raised the issue within two hours and attempt to resolve the issue. If Level 2 staff cannot resolve the issue quickly, they must contact the school within one (1) Business Day with a resolution or notify the school that they are still working on the issue. Level 2 representatives must stay in daily contact with the school until the issue is resolved;
4. Provide Level 3 support for issues that could not be resolved by Level 2 staff. Level 3 issues must be handled by system engineers and other technical experts and may require multiple interactions with the customer before the issue is resolved;
5. If a school is calling with a technical issue in which a student or students in the school are unable to test, the Contractor shall move the call to Level 2 immediately for resolution. Students testing shall not be delayed more than 15 minutes while waiting for resolution. Technical support for interruptions in testing must be prioritized so students can resume testing within the day;
6. Provide customer service representatives and technical support staff with access to system information to view data and reports. The customer service representatives must be able to "see what the user is seeing" within the system to better understand the problem. This could include access to elements of the system not accessible by the user calling. The Contractor shall describe how its customer service and technical support staff are able to access system data or features to assist with troubleshooting complex user issues;
7. Ensure that Level 2 and 3 customer service representatives will work with schools until resolution is identified. Technical issues unresolved after 24 hours require detailed daily status updates to the NJDOE;
8. Provide Internet Relay Chat (IRC), at minimum, during the same hours the phone-based assistance is provided;
9. Provide secure remote desktop support for diagnosing local configuration problems;
10. Maintain a log of questions/issues received from school personnel including callers’ contact information, the date and time the issue was raised, and the date and time the issue was resolved;
11. Make self-service help resources available as a feature in the test delivery administrative portal, which may include, but is not limited to text, animation, screenshots, video training materials, users’ manuals, implementation guides, troubleshooting guides, FAQs, and a searchable knowledge base. These materials shall be available 24/7 and a subset of materials, approved by the NJDOE, must be accessible outside any password protected portions of the portal;
12. Have a CRM tool that produces data driven charts down to the school level, indicating the most frequently asked questions; and
13. Route incoming issues/questions to the most appropriate responder. The Contractor, in collaboration with the NJDOE, shall establish and update as needed the business rules for routing issues, including protocols for elevating issues by priority and extending resolution times for complex issues.

#### CUSTOMER SERVICE COMMUNICATIONS AND REPORTS

The Contractor shall:

1. Provide to the SCM:
2. An array of periodic reports (listed in A2 to A7 below) designed to help the NJDOE monitor the timeliness and effectiveness of the Contractor’s customer support services;
3. A report describing new or modified information related to the Contractor’s customer service system, procedures and practices in a timely fashion as agreed upon between the Contractor and the SCM;
4. Daily and weekly contact volume reports including key customer service metrics. Reports shall be summarized in printed tables and provided in MS Excel files;
5. Monthly summary of incidents from the open of registration through 30 Calendar Days after the end of the testing window. Monthly reports shall be provided to the NJDOE within five (5) Business Days after the last Business Day of the month;
6. Weekly customer service call logs and weekly summaries describing the number of calls categorized by topic during the testing window;
7. A daily customer service ticket aging report to the NJDOE from the open of the test registration period through 30 Calendar Days after the end of the testing window. The reports must be summarized in printed tables and provided in MS Excel files; and
8. An annual customer service report that summarizes agreed upon customer service center metrics and contains lessons learned, challenges and opportunities, and strategies to be taken in the next year to improve service and proactively lower contact volume. Data in the report must be summarized in printed tables and provided in MS Excel files;
9. Have a process to identify recurring issues, common questions, or patterns, and bring these to the NJDOE’s attention. Weekly and ad-hoc conference calls during testing shall include a review of any customer service issues that require discussion or follow-up;
10. Draft an outage communication template at the beginning of the Contract to be available for messaging in the case of system outages or other emergency test administration issues. The templates must be reviewed, updated, and submitted to the NJDOE by January 31 or the next Business Day following for approval annually; and
11. Notify the NJDOE immediately when experiencing difficulties with its delivery system (e.g., server is down). Communications shall follow the outage communication protocol. The communication protocol will define the process for when and how communications will be sent to schools and districts participating in the New Jersey Assessment Program.

#### CUSTOMER SUPPORT SERVICE LEVEL AGREEMENT

The Contractor shall draft and submit a Customer Service Level Agreement (CSLA) by the first Business Day of March each year with the OYS and agree to meet the targets included in the CSLA.

The Contractor’s CSLA shall contain the customer service metrics and service level targets for each metric that will be used to evaluate the quality of customer service. A draft of the CSLA must be provided to the NJDOE for review and approval each year. The metrics shall include at a minimum:

1. The speed at which calls, e-mails, chats, and text messages are answered, as measured by percentage of incoming calls answered in a specified amount of time;
2. How long before a call is answered and talk begins (includes wait time);
3. How long it takes, on average, to process customer interaction;
4. The percentage of calls that were placed in a queue but were terminated by the caller before connecting to an agent; and
5. How satisfied customers are with the level of service that the Proposer has provided, as measured by customer satisfaction surveys (refer to *Bid Solicitation Section 4.3.9 – Customer Satisfaction Assessment and Reporting*, for requirements related to customer satisfaction surveys).

The Contractor’s customer service representatives shall:

1. Answer emails with an average response time of no more than two (2) hours. Any emails coming in after business hours must be responded to within two (2) business hours on the next Business Day; and
2. Return voicemail messages left for customer service before 6:30 a.m. or after 7:30 p.m. Eastern Time within two (2) business hours of the current/next Business Day.

### WEBSITE HOSTING AND DATA STORAGE

The Contractor shall establish, host, and maintain throughout the duration of the Contract a secure, password-protected, interactive system suitable for storing and downloading large quantities of data. The Contractor must ensure that the website protects any Personally Identifiable Information (PII) both in transit and at rest. As part of the Contract, the Contractor shall provide on-going maintenance (data back-up, disaster recovery, system debugging, etc.) and software upgrades as needed to remain in compliance with federal and State regulations.

The Contractor shall provide a parent and educator access login, which, at a minimum, must contain the following:

1. Individual student reports from 2016 through the current year;
2. Parent, Student, Teacher Guides (or equivalent) for the current year;
3. Listing of both the accountable school and the testing site including testing sites of charter and Renaissance schools where there is more than one (1) school teaching any grade; and
4. Other information deemed important by the SCM evaluated and provided at the Project Launch Meeting (PLM) and at the first month of each subsequent Contract year.

The Contractor will work with the SCM to obtain all historical data files and/or reports from 2016 through the current year. Once obtained, the Contractor shall:

1. Load this historical data into the assessment system;
2. Develop a test plan to verify that all data has been loaded and is accurate; and
3. Provide the test plan and all results of the test plan after it has been executed for review and approval by the SCM.

#### SECURE DATA AND MATERIAL STORAGE, ACCESS, AND TRANSMISSION

The Contractor’s website shall also be suitable for storing, accessing, and transmitting data and materials in support of all New Jersey assessment program online testing delivery program requirements (refer to *Bid Solicitation Section 4.7.1 – Online Testing Delivery Program*). This will include, at a minimum, the following:

1. Confidential student demographic data;
2. Rescore requests;
3. Material requests;
4. All scoring and reporting information including score reports developed by the Contractor;
5. Secure training manuals or information guides;
6. All files or logs of student demographic records or other sensitive data; and
7. Other appropriate administrative information, data, or materials to be determined by the SCM.

#### NON-SECURE MATERIALS

The Contractor shall create a separate section on the website for non-secure materials. Hosting a public website allows wider access of information to educators without exposing secure information or data. This public section of the website shall be utilized to, at a minimum provide the following information:

1. Teacher training materials;
2. Sample student instructional materials;
3. Current memos and notifications;
4. Registration training information;
5. Technical report;
6. Score interpretation manual; and
7. Other non-secure information.

#### TECHNICAL SUPPORT REQUIREMENTS FOR WEB-BASED COMPONENTS

The Contractor shall provide the following technical infrastructure and support services for the web-based components listed below and in *Bid Solicitation Section 4.7 – Comprehensive Testing Delivery Program*. The Contractor shall, at a minimum:

1. Provide an infrastructure that, once implemented by the Contractor, handles large user volume without data interruption or slowness. The Contractor shall propose a method in which to track and maintain the speed of the infrastructure;
2. Support current and historical versions of Google Chrome, MS Edge, Safari, and Mozilla, in both standard PC and Apple versions or any other browser later determined to be appropriate by the NJDOE. The Contractor must provide a list of all currently supported browsers and versions to the SCM. The Contractor must describe the process, timing, and client communications for adding new supported versions and deprecating outdated versions of browsers;
3. Provide for multiple levels of access to information, data, and/or resources for administrators at the State, regional, county, district, and school levels, as well as access for parents. The Contractor shall supply sub-levels within each of the aforementioned levels upon the SCM’s request;
4. Provide for the ability to enable or disable any function at the user level, and be able to restrict access at the user level via secure, password protection protocols;
5. Provide a system where:
   * + 1. Individual users can change their passwords at any time. Passwords should only be viewable by the owner;
       2. Individual users’ passwords can be reset in the event a password is forgotten;
       3. Individual user accounts will be locked after a specified number of failed login attempts; and
       4. A higher-level administrative user can lock or unlock an individual user account;
6. Provide a single, unified logon for each user to access the system components, system functionality, information, data, and/or resources for which the user is authorized;
7. Provide secure server support of the web portal 24/7/365. This must include the main assessment web platform as well as any ancillary or related web domains that are provided as part of the overall technical solution;
8. Perform scheduled maintenance during off-peak hours (11 p.m. – 5 a.m. Eastern Standard Time) on Business Days and anytime on weekends and State holidays. The Contractor shall provide a minimum of ten (10) Business Days notice communicated to users, and the SCM, in advance of anticipated service interruptions due to scheduled maintenance. Additionally, the Contractor shall display on the website an appropriate informational error message during scheduled maintenance periods;
9. Provide documentation to the SCM that describes the overall system architecture and technologies used. The documentation should include information concerning software maintenance processes and schedules (e.g. downtime). Provide for an annual review and edit of this documentation at determined and agreed up in the OYS;
10. Deliver reports of the following information to the SCM on a quarterly basis or when requested by the SCM:
    1. The website availability;
    2. Network usage and line utilization data including how much capacity is allocated to NJ;
    3. System volume and performance data such as number of transactions, transaction processing rates, response times, etc.;
    4. Explanations of service interruptions and remedial actions taken; and
    5. Other relevant information;
11. Provide easy access that shall not require any special plug-ins (e.g. Java) for the browser, or special rights in conflict with the SSTCs on a personal computer;
12. Allow for access via a browser that will work without help desk or administrator intervention to install or use any component on a personal computer; and
13. Provide a system that is accessible with default browser settings.

##### STATE TECHNOLOGY REQUIREMENTS AND STANDARDS

Adhering to the following requirements and standards. The Contractor shall:

1. Be subject to the same security and infrastructure review processes that are required by New Jersey Office of Information Technology (NJOIT) and its partner departments and agencies. The Contractor shall submit relevant documentation, applicable metadata, and participate in the System Architecture Review (SAR) process. Additional information on this process can be found at: <https://nj.gov/it/whatwedo/sar/>;
2. Incorporate the decisions and recommendations made to the PCP (refer to *Bid Solicitation Section 3.19 – Additional Plan(s)*) during the PLM and submit the document to the SCM and the NJDOE Office of Information Technology within ten (10) Business Days of the conclusion of the PLM. If the SCM suggests changes, the edited PCP must be resubmitted to the SCM within three (3) Business Days of the receipt of request for edits;
3. Provide a Final Contingency Plan that meets the following requirements:
   1. Demonstrates the Contractor’s Security and Disaster Recovery plans;
   2. Includes physical diagrams;
   3. Identifies key personnel, organization units, and alternate sites with telecommunications and computers;
   4. Is tested by the Contractor within ten (10) Business Days of notice from the SMC; and
   5. Is reviewed and updated annually; and
4. Be required to coordinate the aforementioned efforts with the State’s Enterprise Data Services.

The Contractor shall develop a system that complies with the guidance of the NJ Statewide Information Security Manual:

<https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf>

The Contractor shall comply with the NJ Web Presence Guidelines:

<https://www.tech.nj.gov/it/docs/NJ_Web_Presence_Guidelines.pdf>

The system’s compliance with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, shall be verified using a commercially available software product certified for this purpose.

In compliance with the 21st Century Integrated Digital Experience Act, user authentication shall leverage the state's shared Identity and Access Management (IAM) strategy. Options include:

1. The myNJ web access management system which is SAML 2.0 compliant and integrates with service providers that support SAML 2 Web Single Sign On
2. Microsoft Entra ID/Active Directory for employee-only applications.

##### HOSTING AND BACKUP SERVICES

For outsourced hosting services, the Contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the security requirements identified in this Bid Solicitation, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers. The Contractor shall ensure that the backed-up data is not commingled with other customer data.

If the Contractor is not supplying dedicated hardware resources to host State of New Jersey applications and data, the Contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (Authentication, Authorization, and Accounting (AAA)) within its infrastructure.

##### EXTRANET PLAN

The Contractor shall adhere to, at a minimum, the following extranet requirements:

1. The communication links between the State and the Contractor shall be through a Multiprotocol Label Switching (MPLS) cloud (preferred) or Internet Protocol Security (IPsec) tunnel over the Internet based upon the connectivity requirements and cost constraints;
2. Provide and maintain two (2) extranet communication links into the State.  One (1) of these links will be active and one (1) will be a Secondary Connection.  These links shall terminate as follows and as demonstrated in Figure 1:
3. Link 1 – Ethernet speed or greater communication circuit shall be established from the Contractor's data or communication center to the State of New Jersey’s Primary Data Center at OIT HUB, 1 Schwarzkopf Drive, West Trenton, NJ to operate as the primary data path.  This data circuit shall provide the primary path and should terminate on the State of New Jersey side into the Contractor-owned and maintained equipment, which in turn would provide an Ethernet connection to the State’s Extranet Partner access point at OIT Hub (firewall); and
4. Link 2 – Ethernet speed or greater communication circuit shall be established from the Contractor's data or telecommunication center to the State of New Jersey’s OARS (HAM) Data Center - NJ State Police Technology Complex, 1200 Negron Rd. Hamilton, NJ 08691 Cto operate as the secondary data path.  This data circuit will provide a secondary backup path and should terminate on the State of New Jersey side into the Contractor-owned and maintained equipment, which in turn would provide an Ethernet connection to the State’s Extranet access point at OARS (HAM) (firewall);



*Figure 1: Extranet Communication Diagram*

1. Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Contractor;
2. The Contractor must work with the sponsoring agency and OIT to establish an Extranet Partner relationship.  This would require completion of an Extranet Partner agreement and supporting documentation; reference the State of New Jersey’s extranet policy 09-11-NJOIT (<https://www.nj.gov/it/docs/ps/09-11-NJOIT_Business_Entity_IT_Services_andor_Extranet_Policy.pdf>).  In addition, the Contractor must work with the OIT network group to establish the appropriate routing protocols based on the system requirements and the OIT security group to establish appropriate firewall rule sets to accomplish necessary business data flow.

**Note:** The communication links can connect to a MPLS cloud or IPSEC tunnel over the Internet based upon the connectivity requirements and cost constraints.  Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the contractor; and

1. The State of New Jersey and the Contractor will be required to follow the State’s Extranet Policy and Procedure, and complete the application form, Memorandum Of Understanding (MOU), operational form and security controls assessment checklist.

##### TRANSMISSION OF FILES

The State supports multiple methods for data transfers internally within the Garden State Network or external to an extranet or business partner. The transmission of all files between the Contractor and the State system must be transferred securely using the State file transfer methodology. The Contractor must adhere to, at a minimum, the following criteria[[1]](#footnote-2):

1. The State will work with the Contractor in the implementation of the file transfer process.  The secure file transfer must meet the State and federal security guidelines and standards. The State of New Jersey provides both asynchronous and synchronous file transfer methodologies;
2. The Contractor will be required to test the file transfer with the State system on all file transfers prior to full implementation; and
3. During the life of the Contract, the State may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing and use case specific information and the Contractor shall be required to conform to all requirements.

## GENERAL REQUIREMENTS

### OPERATIONAL WORK PLAN (OWP) AND OPERATIONAL YEARLY SCHEDULE (OYS)

The Contractor shall revise the Preliminary Work Plan (PWP) submitted with its Quote and develop an OWP subject to approval by the SCM. The OWP and corresponding schedules shall incorporate the decisions and recommendations made to the PWP during the PLM (refer to *Bid Solicitation Section 4.2.1 – Project Launch Meeting (PLM)*).

The Contractor shall ensure that the OWP is a living document that may be revised throughout the life of the Contract. If the SCM requests any changes to the OWP, the revisions must be submitted to the SCM for approval within five (5) Business Days of the request. If the Contractor is proposing changes, the updated OWP and a summary of how the changes will affect the overall progress of the project shall be submitted to the SCM, and written approval received from the SCM, prior to implementation. No changes shall be considered accepted without written approval from the SCM.

The Contractor shall continually monitor the OWP to ensure it is on schedule, attainable, and appropriate and will lead to the successful development and implementation of the New Jersey Assessment Program.

The Contractor shall include in its OWP each year a description of the work to be completed in the areas listed below and any others it and the SCR identify should be included. For each area, the OWP shall identify responsible Contractor staff, completion dates of milestones included in the OYS, predecessor Tasks, and deliverables. The OWP shall also identify any scope that has been added, reduced, or eliminated and the impact of the scope changes on the annual budget.

1. Project management;
2. Assessment design and content specifications;
3. Content development (leasing and custom development);
4. Test production;
5. Item Bank management;
6. Test registration;
7. Test delivery – operational and field test; computer- and paper-based;
8. Customer Support Services;
9. Data collection, analysis, and psychometric services;
10. Reporting;
11. Psychometric services and research studies; and
12. Quality assurance and quality control.

#### OPERATIONAL YEARLY SCHEDULE (OYS)

The Contractor shall incorporate in its OYS any changes made to the draft of the first OYS submitted with their Quote during the PLM. The OYS shall include, at a minimum:

1. Milestones;
2. Project milestone completion dates;
3. Activities leading to the completion of milestones;
4. Activity beginning and completion dates;
5. Activities in particular streams of work that must be completed before others begin;
6. Status of progress on key activities/milestones (e.g., green, red, yellow indicators); and
7. Identification of responsible and contributing parties for each activity.

The Contractor shall not proceed with the OYS until the OWP has been approved by the SCM. If the SCM requests additional revisions to the OYS, the Contractor shall submit the revised document within three (3) Business Days of the request. The Contractor shall provide the SCM with a hardcopy and/or an electronic version of the schedule upon request.

The Contractor shall:

1. Ensure that the OYS is updated to indicate actual Task completion dates. Additionally, with prior approval of the SCM, the Contractor shall revise the OYS as needed;
2. Make the revised schedule available within three (3) Business Days of all updates/revisions, in electronic form, to the SCM, using software that permits organization of the file by starting date and milestone (major Task groupings);
3. Document and update procedures in all areas in the assessment cycle for quality control and references provided in the OWP throughout the course of the Contract; and
4. Provide the draft OYS for the following year to the SCM on the first Business Day of March each year. The OYS shall be finalized prior to the first Business Day of July each year.

### DOCUMENTS AND PRINTED MATERIALS REQUIREMENTS

At a minimum, the Contractor shall comply with the following requirements:

1. Produce and disseminate all documents related to the development and administration of the assessments, both printed and electronic;
2. Produce all documents in consultation with SCM approved members of the NJDOE. The SCM reserves the right to make changes in printed or electronic materials at any stage of the project prior to final printing;
3. Provide a high-quality editorial review process, sufficient to ensure the highest standards of consistency, clarity, and accuracy in the production of all materials. Table 4 shows the paper counts for NJSLA English language arts/mathematics assessments from Spring 2022 assessments. **Note**: It is the intention of the NJDOE that the SCM will approve final (blue-line versions) of all documents;

**Table 4:**  
**Paper Counts**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| TOTAL PAPER | LARGE PRINT COUNT | UNIFIED ENGLISH BRAILLE (UEB) | ALTERNATE REPRESENTATION | ANSWER RECORDED IN TEST BOOK |
| 795 | 256 | 33 | 380 | 76 |

1. Possess knowledge, skills, and experience in copyediting and production, as well as evidence of appropriate production capacity, including, at a minimum:
   1. Hardware;
   2. Software; and
   3. Related technical resources necessary to the editorial process.
2. Draft and edit documents for approval by the SCM according to the approved document preparation schedule, as documented in the OYS requirements (refer to *Bid Solicitation Section 4.3.1.1 – Operational Yearly Schedule*). All work shall be internally reviewed and approved prior to submission for SCM approval;
3. Present draft forms in the same format and on the same platform as expected for administration to students;
4. Disseminate all documents as planned, according to the approved schedule; and
5. Provide the SCM with electronic versions of all documents.

### NEW JERSEY EDUCATOR PARTICIPATION

The Contractor shall propose, develop, and implement an assessment development process that assures the involvement of Educator Work Groups (EWGs). At minimum, the Contractor shall involve local educators in the following areas:

1. The work Tasks referenced in *Bid Solicitation Sections 4.9.3 – Field Test Item Review Meeting* through *4.9.18 – Unplanned Meeting(s)*;
2. Range Finding and the selection of anchor papers used for scoring constructed response items and writing Tasks; and
3. The development of training materials.

The Contractor shall provide training to EWG participants at the beginning of each meeting in areas relevant to the development of valid standardized assessments specific for the goals of that specific meeting.

### NEW JERSEY STANDARDS MEASUREMENT AND RESOURCE FOR TEACHING (NJ SMART) INTERFACE

The Contractor shall ensure that the collection, reporting, and provision of student assessment data under this Contract is compatible with NJ SMART, a statewide student-level database and data warehouse that provides reporting and data analysis tools, or any program that replaces NJ SMART. Please reference the following link for current information regarding the State’s NJ SMART SID system: <https://www.njsmart.org/njr/ks/One%20Pagers/SID%20Management%20One%20Pager.pdf>.

**Note:** NJ SMART is contracted through a third-party vendor under T2302. Refer to the following instructions to find additional information regarding T2302:

* Go to: [www.njstart.gov](http://www.njstart.gov)
* Select “Active Blankets”
* In the search bar, select “Blankets” from the drop down menu
* Enter “T2302” and click “search icon (magnifying glass)”
* The current Contract list will appear under “Results”

The Contractor shall provide the SCM with the student assessment data collected under this Contract; however, it will be the responsibility of the State to internally upload the data into NJ SMART.

The Contractor shall comply with the following NJ SMART Interface requirements including, at the minimum:

1. Include the NJ SMART Student Identification Number (SID) provided by the SCM, with all English language arts and mathematics assessment student-level reports and rosters. Please refer to the following link for current information about the state’s data warehouse and SID system:

<https://www.njsmart.org/njr/ks/One%20Pagers/SID%20Management%20One%20Pager.pdf>;

1. Support the acceptance, validation, and verification of all student data against a known database of issued SIDs from the NJ SMART system;
2. Develop interfaces to be approved by the SCM to utilize the SID as follows, but not to be limited to:
3. Accept SIDs in all phases of testing;
4. Create an electronic validation capability that verifies SIDs and CDS codes against the NJ SMART system as data is received;
5. Establish a protocol and methodology for resolving missing SIDs in test submission;
6. Interface with NJ SMART electronically to obtain SIDs for tests submitted without a SID; and
7. It is the intention of the NJDOE to adopt the Schools Interoperability Framework (SIF) as a standard for data interchange throughout the state. As such, the Contractor shall provide data through an application which is a SIF certified publisher of the Instructional Workgroup (ISWG) Assessment objects and be able to use the application’s agent to connect to a receiving application within the NJ SMART system.

### TECHNICAL QUALITY AND PSYCHOMETRIC STANDARD ANALYSIS

#### TECHNICAL QUALITY

The Contractor shall design and develop a psychometric approach to test analyses and reporting according to industry standards and propose and improve methodologies based on State and federal requirements to ensure technical quality.

Industry standards for psychometric analyses and technical quality include the “Educational and Psychological Standards for Educational and Psychological Testing” (i.e., the Joint Standards) from American Psychological Association/American Educational Research Association/National Council on Measurement Standards (2014), the Operational Best Practices from the Association of Test Publishers and the Council of Chief State School Officers (2011), and United States Department of Education’s Peer Review Guidance (2016), or updated versions of these documents. All of these documents provide detailed guidance and requirements for state assessments to be valid, reliable, and technically sound. The Contractor will need to meet these standards in its proposed approaches to the requirements in this Bid Solicitation.

To ensure technical quality, the Contractor, at minimum, shall comply with the following requirements:

1. Develop test specifications describing attributes of the assessment for each assessment prior to the development of assessment items and related ancillary materials, which must be submitted to the SCM for approval. If edits are requested the revised document shall be submitted to the SCM within five (5) Business Days of the receipt for request for edits;
2. Specify an internal test/item development process, including editorial procedures, which shall be submitted for approval to the SCM;
3. The Contractor shall obtain an external third-party independent specialist(s), to be approved by the SCM, to review at a minimum, the following assessment deliverables:
   1. Specifications for test design;
   2. Test Blueprints;
   3. Test result reporting;
   4. Equating/scaling checks and independent replications of all equating results by a third-party vendor; and
   5. Test items.
4. Establish and implement procedures to ensure that the assessment is consistent with industry standards for reliability and validity so that the inferences derived from the assessment results are technically-defensible. In addition, the procedures must meet all requirements in the Critical Elements included in [USED Peer Review Guidance](https://oese.ed.gov/files/2020/07/assessmentpeerreview.pdf) concerning overall technical quality of state assessments;
5. Conduct data analyses and statistical procedures to check data integrity, detect potential security breaches of testing material, and to produce technical reports that document results of creation and use of technical deliverables. These analyses shall include psychometric quality control procedures as well as the use of data forensics that identity irregularities and anomalies in the results before they are reported; and
6. Monitor social media (e.g., Facebook, X, Snapchat, and Instagram, and other platforms deemed appropriate by the SCM) and the Internet for possible security breaches regarding item exposure and or test item content. Web monitoring will be conducted before and during test administrations and include reviews of all social media platforms as well as the internet. More details on the approaches to ensure test security are provided in Bid Solicitation Section 4.12.11.

#### PSYCHOMETRIC STANDARD ANALYSIS

Within a timeframe specified by the SCM of between 45 to no more than 90 calendar days of Contract award, the Contractor shall, at a minimum, submit for approval by the SCM detailed procedures for:

1. Calculating scores; and
2. Production of score look-up tables for the reporting and interpreting of results.

Additionally, as part of the ongoing psychometric standard analysis, the Contractor shall:

1. Recommend and provide statistical analyses to be performed on a regular basis (as needed) for use when reviewing test results and procedures and for improving technical integrity;
2. Demonstrate internal processes for quality assurance; and
3. Provide the SCM with all aforementioned analysis deliverables for approval on a yearly basis, or as required by the SCM. All changes determined appropriate by the SCM must be made to meet the accepted psychometric standards. The Contractor shall incorporate any SCM suggested revisions/corrections into the analysis and submit the revised document to the SCM within ten (10) Business Days of receiving the requested revisions.

### ADDITIONAL DATA ANALYSIS

At a minimum, the Contractor shall ensure the following for additional data analysis:

1. Recommend technical and reporting requirements based on evidence-based best practices, which are consistent with federal and State guidelines and conduct and report analyses accordingly;
2. Conduct, prepare, and submit materials for federal peer reviews. This shall, at a minimum, include the following peer review requirements by the USED:
   * + 1. Section 1: Statewide System of Standards and Assessments;
       2. Section 2: Assessment System Operations;
       3. Section 3: Technical Quality – Validity;
       4. Section 4: Technical Quality – Other;
       5. Section 5: Inclusion of All Students; and
       6. Section 6: Achievement Standards and Reporting;
3. Provide the technical assistance needed to secure federal peer review approval, as well as respond to reasonable requests by the NJDOE for various data or statistical analyses that have not been anticipated in this Bid Solicitation;
4. Provide reliability studies, Standard Error of Measurement (SEM) and Conditional Standard Error of Measurement (CSEM) calculations;
5. Provide validity studies (see Bid Solicitation Section 4.12.2.J.5);
6. Prepare materials (e.g., handouts, PowerPoint slides, data tables) intended for diverse audiences under the direction of the SCM for events such as Technical Advisory Committee (TAC) meetings, New Jersey State Board of Education (NJ SBOE) meetings, and conferences; and
7. Ensure a psychometrician oversees, at a minimum, the following:
   1. Production and quality control of all statistical analyses;
   2. Review of all data and results prior to reporting;
   3. Recommendation of appropriate and additional analyses;
   4. Develop materials explaining the assessment and scoring process;
   5. Review and quality assurance of all work; and
   6. Assist the NJDOE and others in the state in the interpretation of all data.

### PROGRAM DOCUMENTS

The Contractor shall adhere to, at a minimum, the following program documentation requirements:

* 1. Maintain, for each assessment administration, an electronic folder containing electronic files for the following:
     + 1. Procedures specifications and current documentation;
       2. Publications;
       3. Analyses programs and source codes;
       4. All pertinent data related to the administration;
       5. Score reports;
       6. Correspondence; and
       7. Any other pertinent documents used by or related to the testing program.
  2. Present this folder to the SCM at the conclusion of each administration cycle, following completion of the State Summary Report (refer to *Bid Solicitation Section 4.13.2.2.3 – State Summary Data File*). In the interim, it shall be made available to the NJDOE within ten (10) Business Days of any written request by the SCM;
  3. Provide a hardcopy version of the folder organized within a binder within ten (10) Business Days of the receipt of request by the SCM;
  4. Document and update process procedures of all areas in the cycle of the assessment, including data and reporting, for quality control and references; and
  5. Ensure proper archiving of all assessment materials with oversight by the SCM (this normally occurs every two [2] years).

#### PUBLICATION/PROGRAM DOCUMENTS Compact Disc (cd)

The Contractor shall maintain and present to the SCM for each test administration a binder and its corresponding compact discs/Digital Video Discs (CD/DVDs) containing the following:

1. All publications;
2. Program and source codes;
3. Correspondence; and
4. Any other pertinent documents used by or related to the testing program.

The Contractor shall ensure that:

1. These CD/DVDs and the binder are delivered with the final school/district CD/DVDs as specified in the OYS; and
2. All documents contained on the CD/DVDs, or other appropriate long-term storage media, are in a format approved by the SCM at the PLM.

The SCM may change the format required by notifying the Contractor in writing. The CD/DVDs may be replaced by a USB flash drive with approval or request by the SCM.

### COMMUNICATION WITH DISTRICTS AND CONSTITUENCIES

#### COMMUNICATION WITH DISTRICTS

The Contractor shall propose and implement an electronic approach of communicating New Jersey Assessment Program related information to districts. This approach shall minimize the need for paper-based communications while ensuring that districts receive all necessary information in a secure, timely, and efficient fashion, with ready access to archives of previous communications. The Contractor shall be responsible for quality control of all communications produced (refer to *Bid Solicitation Section 4.4 – Assessment Program Quality Control and Documentation*).

Communication with districts may include, at a minimum, the following:

1. Memoranda to districts announcing training sessions;
2. Memoranda to districts recruiting participants for meetings and events such as content reviews, sensitivity and bias reviews, standard setting, and Range Finding;
3. Memoranda to districts accompanying portfolio binders and evidence collection materials;
4. Memoranda with districts for initiating student registration;
5. Memoranda with information relating to the Material Ordering (refer to *Bid Solicitation Section 4.7.3.7* – *Content Data Systems Master File and Ordering Materials*);
6. Memoranda to districts relating to score reports; and
7. All communications created by the Contractor will meet state accessibility requirements.

For activities involving the need to communicate with or deliver materials to school districts, the Contractor shall reference the State supplied contact list for the initial year of the Contract. During the remaining tenure of the Contract, the Contractor shall create its own contact list utilizing data provided in the Content Data Systems Master File (refer to *Bid Solicitation Section 4.7.3.7 – Content Data Systems Master File and Ordering Materials*).

#### COMMUNICATIONS WITH STATEWIDE CONSTITUENCIES

The Contractor shall assist the NJDOE in preparing written materials designed to inform the State Board of Education, the State Legislature, the media, professional organizations, and other constituents about the New Jersey Assessment Program. All materials must meet State accessibility requirements.

The Contractor shall ensure that any questions or comments related to statewide assessment policy are re-routed to the SCM within 48 hours of receipt; this includes any questions or comments from major stakeholder groups, including education organizations, unions, state and local policy makers, boards of education, and media outlets.

**Note:** All Contractor developed stakeholder communications shall be subject to review and approval by the SCM and developed in accordance with standard operations procedures established by the SCM. If edits are requested, the Contractor shall resubmit the edited materials for approval by the SCM before public release.

### CUSTOMER SATISFACTION ASSESSMENT AND REPORTING

The Contractor shall develop, administer, and report the results of a Customer Satisfaction Survey (CSS) and create and develop a Customer Satisfaction index (metric).

#### CUSTOMER SATISFACTION SURVEY

The Contractor shall develop and administer a Customer Satisfaction Survey to evaluate local educator’s satisfaction with the implementation of the New Jersey Assessment Program each year. The Contractor’s customer satisfaction survey shall:

1. Be administered online;
2. Be completed by District Test Coordinators (DTCs);
3. Consist of fixed-response questions for which respondents provide ratings on a Likert scale, as well as at least two (2) open-ended questions to gather respondent recommendations for improving the New Jersey Assessment Program and provide other comments;
4. Include a subset of questions that remain the same each year and used to develop the Customer Service Index described in *Bid Solicitation Section 4.3.9.2 – Customer Satisfaction Index (CSI)*;
5. Take no more than 15-20 minutes to complete; and
6. Address topics such as:
7. The customer support center;
8. The Contractor’s website;
9. Communications with the NJDOE;
10. Test administration manuals and training sessions;
11. The test registration system;
12. The test delivery system;
13. The test window and testing time;
14. Shipment of paper-based materials;
15. Score reports and score interpretive guides; and
16. Any other topics identified by the NJDOE or suggested by the Contractor and approved by the NJDOE.

The Contractor shall:

1. Collaborate with the NJDOE to develop each year’s CSS and submit a draft of the survey to the NJDOE for approval by the last Business Day in January of each calendar year. If the NJDOE requests changes to any survey questions, the revised questions shall be resubmitted to the NJDOE within five (5) Business Days of receipt of the request for edits;
2. Conduct the CSS survey each year within five (5) Business Days after the conclusion of the online testing window. Respondents shall be provided 14 Business Days to respond. After 10 Business Days, the Contractor shall provide a list of respondents that have not responded. If requested by the NJDOE, the Contractor shall contact non-respondents to encourage them to respond;
3. Provide the NJDOE with a report of results of the CSS each year no later than 45 Calendar Days after the close of the survey. The report shall include a statistical analysis of the responses, comparison data for questions that repeat each year, and a compilation of responses to open-ended questions. The report shall also provide a narrative summarizing where satisfaction with the New Jersey Assessment Program was highest and lowest, commonly occurring recommendations for improving the program and any other noteworthy comments; and
4. Distribute the CSS report each year to districts, if requested by the NJDOE.

#### CUSTOMER SATISFACTION INDEX (CSI)

The Contractor shall develop several customer satisfaction indices (metrics), to determine whether satisfaction with the New Jersey Assessment Program is improving overall and in key areas from one (1) year to the next. Accordingly, the indices shall:

1. Be developed with input from the NJDOE;
2. Be based on responses to CSS questions that are common to the survey each year and address key components of the New Jersey Assessment Program such as the customer support services, the test registration and delivery platform, manuals, training, and score reports;
3. With input from the NJDOE, determine whether responses to some questions should be weighted more heavily than others; and
4. Be robust enough to detect changes in satisfaction over time.

### EDITORIAL REVIEW PLAN AND STYLE GUIDE

The Contractor shall develop and submit to the SCM for approval, within 20 Business Days after the PLM, an editorial review plan that describes a high-quality editorial review process, sufficient to ensure the highest standards of consistency, clarity, and accuracy in the production of all assessment materials and includes the guidance from the Department of Education style guide.

The Contractor shall adhere to, but not be limited to, the following editorial review plan criteria:

1. Ensure that the review process includes editorial reviews by the NJDOE and the Contractor. If the SCM requires changes to the editorial review plan, the edited document shall be resubmitted to the SCM within five (5) Business Days of the request;
2. A central component of the editorial review plan shall be the application of universal design principles (optimizing teaching and learning in ways individuals learn), and procedures in areas such as the design and layout of materials, use of graphics and format of directions to ensure access by the broadest possible population of students;
3. Describe its proofreading processes, and in addition, propose for SCM approval an online page proof process for material that will appear online (both PCs and MACs), as well as a page-proof reading protocol for material that will appear in print that allows NJDOE staff an opportunity to review the Camera-Ready (or equivalent) copy of all test materials produced under the Contract. Review of testing materials by NJDOE staff shall not be construed by the Contractor as relieving the Contractor of its ultimate responsibility for errors. Any materials produced with one (1) or more errors shall be reproduced or replaced by the Contractor at no additional cost to the State;
4. Within the editorial review plan, the Contractor shall develop, in consultation with the SCM, an Editorial Style Guide that will identify stylistic, grammatical, formatting, and other fundamental editorial norms governing all documents prepared for this project. The Contractor shall update and revise the ESG as design decisions may change the requirements included therein. The Contractor shall work with the SCM to identify the components of the ESG that need revision and shall draft the revisions as necessary. If revisions are requested by the SCM, the Contractor shall submit the edited document within five (5) Business Days of receipt of the request for edits; and
5. The Contractor shall present this information, as well as the proposed scheduling and process for test item review rounds, in the ESG to be reviewed annually in the first ten (10) Business Days of October. Editorial specifications as described in the ESG also shall be included.

### STAKEHOLDER ENGAGEMENT

#### STAKEHOLDER COMMUNICATION REPRESENTATIVE

A spokesperson for Contractor communications to New Jersey stakeholders will be established to be available for public comment at the request of the SCM. The established spokesperson is required to have completed formal media training prior to assuming the role. Duties may include, but are not limited to:

1. Representing the Contractor’s services to New Jersey on behalf of the NJDOE to a wide variety of stakeholders, in alignment with the Commissioner’s vision for statewide assessments;
2. Interviews to media outlets regarding the Contractor’s services to New Jersey on behalf of the NJDOE to a wide variety of stakeholders, in alignment with the Commissioner’s vision for statewide assessments; and
3. Presence and availability to answer questions at State Board of Education meetings or legislative sessions as requested by the SCM.

**Note:** All Contractor developed stakeholder communications or requests for comment from education organizations or media outlets shall be subject to review and approval by the SCM and developed in accordance with standard operations procedures established by the SCM. If edits are requested, the Contractor shall resubmit the edited materials for approval by the SCM before public release.

#### MARKETING CAMPAIGN

Within 30 Calendar Days of the conclusion of the PLM, the Contractor will submit a plan for a comprehensive marketing campaign to establish statewide awareness of the new assessment system to the SCM. The plan shall include, but not be limited to the following:

1. Major social media networks;
2. Articles and/or announcements via major educational organizations;
3. Articles and/or announcements via education-focused or New Jersey-focused press outlets; and
4. An established website presence containing information specific to New Jersey’s new statewide assessment system.

The plan shall be based on criteria established during the PLM and submitted for SCM approval and edits. Edits requested by the SCM should be returned within five (5) Business Days. The marketing campaign plan shall be executed by the Contractor within 45 days of the Contract award.

The Contractor shall be responsible for creating branding specific to the State’s assessment, drafting social media messages, graphics, press announcements, and articles.

**Note:** All Contractor developed marketing materials shall be subject to review and approval by the SCM and developed in accordance with standard operating procedures established by the SCM. If edits are requested the Contractor shall resubmit the edited materials for approval by the SCM before public release.

#### IMPLEMENTATION OUTREACH

The Contractor shall be responsible for convening and facilitating ten (10) in-person regional (3 regions – North, Central, South; to be defined by discussion and agreement with the SCM) meetings to begin within a timeframe specified by the SCM between 30 and no longer than 60 calendar days following the Contract award. The objective of these meetings will be to familiarize a wide variety of stakeholders, including parents, educators, and policy makers, with the technology, content, logistics, and timelines related to the new assessment system. Content will include an explanation of the overall purpose and uses of the statewide assessment system and the resulting data.

The Contractor shall also be responsible for the following requirements relating to the implementation outreach meetings:

1. Support the capacity for representation of each of New Jersey’s 600 districts, with the expectation of two to three (2 to 3) representatives per district across the ten (10) sessions, with the additional representation of 50 to 100 stakeholder and community representatives across all sessions, or in a separate session, depending on the Implementation Outreach Plan proposed by the Contractor;
2. Submitting an Implementation Outreach Plan within 30 calendar days of the conclusion of the PLM to the SCM, inclusive of criteria established in the meeting, and inclusive of requested edits within five (5) Business Days of the request for edits from the SCM;
3. Schedule regional meetings on separate days;
4. Conduct all sessions in suitable facilities, pre-approved by the SCM;
5. Provide attendees with light snacks and beverages;
6. Provide a secure website for participants to pre-register;
7. Prepare presentations, presentation handouts, and any additional material deemed necessary;
8. Maintain an optional listserv sign-up for attendees who wish to receive information from the NJDOE on additional opportunities for engagement;
9. Provide at least two (2) staff to attend each session for the purposes of presenting information to stakeholders where appropriate, coordinating attendee registration, site logistics, and other Tasks deemed appropriate by the SCM;
10. Provide meeting materials – within a timeframe specified by the SCM between 30 and no more than 90 Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting;
11. Be responsible for four (4) virtual live sessions to begin within ten (10) Business Days of the first in-person sessions. The Contractor will conduct up to four (4) additional virtual sessions based on demand from the field as identified by the SCM; and
12. Conduct an exit survey to participants to ascertain the success in achieving the meeting objectives and potential areas of improvement for future stakeholder engagement sessions. The Contractor will present these results to the SCM and identified NJDOE staff within twenty (20) Business Days of the final meeting.

**Note:** All Contractor developed stakeholder materials shall be subject to review and approval by the SCM and developed in accordance with standard operating procedures established by the SCM. If edits are requested the Contractor shall resubmit the edited materials for approval by the SCM before public release.

#### FEEDBACK SESSIONS

The Contractor shall be responsible for convening and facilitating six (6) in-person regional (3 regions – North, Central, South; to be defined by discussion and agreement with the SCM) meetings to be conducted within 60 Calendar Days of the conclusion of the first assessment administration. The objective of these meetings will be to gather information about additional supports needed from the field for future administrations of the assessments.

The Contractor shall also be responsible for the following requirements relating to the feedback sessions:

1. Support the capacity for up to sixty (60) attendees per session;
2. Schedule regional meetings on separate days;
3. Conduct all sessions in suitable facilities, pre-approved by the SCM;
4. Provide attendees with light snacks and beverages;
5. Provide a secure website for participants to pre-register;
6. Prepare presentations, presentation handouts, and any additional material deemed necessary;
7. Maintain an optional listserv sign-up for attendees who wish to receive information from the NJDOE on additional opportunities for engagement;
8. Provide at least two (2) staff to attend each session for the purposes of presenting information to stakeholders where appropriate, coordinating attendee registration, site logistics, and other Tasks deemed appropriate by the SCM;
9. Organize four (4) virtual live sessions to be conducted within 60 Calendar Days of the conclusion of the first assessment administration. The Contractor will conduct up to four (4) additional sessions based on demand from the field as identified by the SCM; and
10. Conduct an exit survey to participants to ascertain the success in achieving the meeting objectives and potential areas of improvement for future stakeholder engagement sessions. The Contractor will present these results to the SCM and identified NJDOE staff within twenty (20) Business Days of the final meeting.

**Note:** All Contractor developed stakeholder materials shall be subject to review and approval by the SCM and developed in accordance with standard operations procedures established by the SCM. If edits are requested the Contractor shall resubmit the edited materials for approval by the SCM before public release.

#### ASSESSMENT LITERACY FIELD SUPPORTS

The Contractor shall be responsible for providing an assessment literacy communications package to be available by the launch of the first in-person engagement sessions. The package may include the following:

1. One-pagers;
2. Graphics;
3. Short webinars or videos; and
4. Presentations.

The communications package shall be used to explain, at the minimum, topics such as:

1. The purpose of statewide assessments;
2. The content of statewide assessments;
3. Best practices in using statewide assessment data;
4. How statewide assessments differ from other types of assessments; and
5. The statewide assessment development process.

**Note:** All Contractor developed stakeholder materials shall be subject to review and approval by the SCM and developed in accordance with standard operations procedures established by the SCM. If edits are requested the Contractor shall resubmit the edited materials for approval by the SCM before public release.

#### ADDITIONAL STAKEHOLDER ENGAGEMENT

The Contractor shall assume that an additional four (4) in-person engagement sessions limited to 50 attendees per session and four (4) live virtual sessions will be conducted based on demand for additional capacity as assessed by the SCM.

#### DELIVERABLES

The Contractor shall be responsible for providing a report detailing the breadth and depth of stakeholder engagement undertaken prior to and following the first administration of the assessment, including, at the minimum, information about responsiveness to feedback from the field.

**Note:** All Contractor developed stakeholder materials shall be subject to review and approval by the SCM and developed in accordance with standard operations procedures established by the SCM. If edits are requested the Contractor shall resubmit the edited materials for approval by the SCM before public release.

#### Standalone field test prior to the first operational administration

The Contractor shall provide a plan for field testing items from the Contractor owned item bank to establish statistics for the items based on New Jersey student performance. Additionally, the plan shall include a recommendation for field testing items developed in the first year of this contract. The assessment development and delivery for year 1 of this Contract shall be satisfied by conducting a field test of the Contractor owned items in the existing item bank and the newly developed items in the first year of the Contract. All items field tested must be aligned to the NJSLS and approved by the educator committees identified by the SCM.

The Contractor shall ensure that any item intended to be utilized operationally is field tested prior to use.

## ASSESSMENT PROGRAM QUALITY CONTROL AND DOCUMENTATION

The Contractor shall draft a comprehensive plan for all quality control procedures that will be conducted for the State summative assessments and provide it for SCM approval within twenty-five (25) Business Days of Contract award. The plan should describe a high-quality review process sufficient to ensure the highest standards of consistency, clarity, and accuracy in the production of all aspects of the assessment. If the SCM requires any changes, the Contractor shall resubmit to the SCM the revised document within five (5) Business Days of receipt of the request for edits.

The Contractor shall ensure that the plan includes detailed quality control procedures for, at a minimum, the following elements of the program:

1. Test development;
2. Test security, including data forensics and web monitoring;
3. Test administration, including training, monitoring, and other checks that the tests are administered correctly and with no irregularities;
4. Item scoring, including machine scoring, AI, and human scoring;
5. Score reports;
6. Equating, scaling, item calibrations, test form analyses, standard setting, and other work considered “psychometric”; and
7. Any other element the SCM deems necessary.

The goal of the QC procedures plan is to ensure that no errors are made in the entire process of developing, administering, scoring, and reporting of the NJ test results. The Contractor must take every step to attain this goal.

## ASSESSMENT PROGRAM STRUCTURE AND IMPLEMENTATION SCHEDULE

### GENERAL IMPLEMENTATION REQUIREMENTS

The Contractor shall begin development of the assessments immediately upon Contract award and conclude with the 2026-2027 operational administration or, if the Contract is extended, to the last operational year of the extended Contract.

The Contractor shall adhere to the following implementation requirements:

1. Provide field test items and appropriate psychometric analyses to ensure each grade level and end-of-course assessment are comparable across different forms administered within a single year, and are also comparable from year-to-year to evaluate long term trends;
2. Ensure that the total testing time shall be no longer than four (4) hours, inclusive of field test content, per grade level/content area and end-of-course assessment; and
3. Ensure that the high school graduation assessment(s), English language arts assessment at grade 9, and the course assessments for algebra I, geometry, and algebra II are administered at least twice a year to accommodate students who are retesting or those who have entered New Jersey public schools on or after their normal administration cycle.

### STRUCTURE OF THE NJSLA-ELA AND MATHEMATICS ASSESSMENT and NJGPA ASSESSMENTS

#### NJSLA-ELA STANDARDS AND GRADES ASSESSED

The Contractor shall provide English language arts assessments for each of the grades 3-9 and for the high school English language arts component of the NJGPA. The tests shall assess student proficiency on the breadth and depth of the NJSLS for ELA (NJSLS-ELA) or their replacements. The high school English language arts assessment shall be based on the grade 10 NJSLS-ELA and updated yearly to ensure alignment to both New Jersey Administrative Code and New Jersey State Statute and administered twice in grade 11 to accommodate students in fall and spring block scheduled English language arts classes.

Each assessment shall allow educators to monitor student growth to ensure students are meeting expectations to be college and career ready. The English language arts assessments shall measure students’ content knowledge of the grade level standards, focusing on reading comprehension within and across multiple texts, cross-disciplinary literacy, vocabulary, and written expression, including language use and writing conventions.

##### NJSLA-ELA BACKGROUND DOCUMENTS

For the English language arts assessment component of this Bid Solicitation, the Contractor shall become familiar with the following key background documents that inform the NJSLA-ELA:

1. NJSLS for ELA:

<https://www.nj.gov/education/standards/ela/Index.shtml>;

1. Curricular Framework for English language arts:

<https://www.nj.gov/education/standards/ela/elacurricinstr.shtml>;

1. New Jersey Instructional Units for English language arts:

<https://www.nj.gov/education/standards/ela/elacurricinstr.shtml>; and

1. Requirements for English language arts assessments outlined in Section B of the Council of Chief State School Officers' “Criteria for Procuring and Evaluating High Quality Assessments:”

<https://ccsso.org/sites/default/files/2017-10/CCSSO%20Criteria%20for%20High%20Quality%20Assessments%2003242014.pdf> .

The Contractor shall also become familiar with and be prepared to assist the NJDOE in meeting the United States Department of Education’s requirements for Peer Review described in the Section 2: Assessment System Operations of the Assessment Peer Review Guidance.

##### NJSLA-ELA COMPUTER ADAPTIVE ADMINISTRATION

The Contractor shall administer the NJSLA-ELA assessments using computer adaptive technology (and a Fixed-form for a relatively small number of students who require a paper-based Fixed-form as an accommodation), beginning with tests administered in the spring of 2026.

The Contractor shall:

1. Submit a plan for each item adaptive as well as Multistage Adaptive formats, providing a recommendation as to which they believe would best benefit the State, and a rationale for this recommendation to the SCM within fifteen (15) Business Days of the Contract award;
2. Include in the plan its response to the requirements in *Bid Solicitation Section 4.5.2.1.5.2 – NJSLA-ELA: Quantity of Test Content*, which call for a description of the quantity of English language arts content that the Contractor shall provide each year of the Contract to support its proposed NJSLA-ELA computer adaptive and Fixed-form assessments; and
3. Describe its experience implementing computer adaptive assessments in English language arts in other state assessment programs. The description shall identify the State programs, the number of years the program has been in place, the computer adaptive methodology employed (e.g., item adaptive, Multistage Adaptive, other), and any other information it deems relevant to convey its capabilities providing states assessment programs with computer adaptive assessments.

##### NJSLA-ELA TEST DESIGN

The Contractor shall propose reporting categories, assessment content, Test Blueprints, and other specifications for the NJSLA-ELA.

###### NJSLA-ELA REPORTING CATEGORIES

The Contractor shall assess and report on several categories for the English language arts assessments. These categories include, but are not limited to, the following:

1. Comprehension of literary text;
2. Comprehension of informational text;
3. Vocabulary;
4. Written expression;
5. Language use; and
6. Writing conventions, in addition to overall English language arts proficiency.

**Note:** The Contractor shall provide its description of these NJSLA-ELA categories.

###### ENGLISH LANGUAGE ARTS ASSESSMENT CONTENT – TEXT AND ITEM SPECIFICATIONS

The Contractor shall propose assessments that include the following content:

1. A total of four to six (4-6) passage sets composed of a combination of authentic, previously published literary and informational texts, and associated items designed to reliably and validly assesses comprehension and vocabulary. Comprehension and vocabulary items shall require students to cite evidence(s) in from the text to demonstrate and justify their understanding of the text’s information that is either directly stated or inferred;
2. An approximately equal emphasis on literary and informational text in the elementary grades with a moderately heavier emphasis on informational text in the middle grades and a strong emphasis on informational text in grade 9 and on the high school English language arts assessment; and
3. Two (2) extended writing Tasks designed to assess students’ written expression, language use, and grasp of writing conventions. One of the writing Tasks shall require students to draw information from the texts in one (1) or more of the passage sets to write an argument, a comparative analysis, an analysis of the author’s point of view, a description/analysis of ideas presented in the text(s), or other exposition that draws on one (1) or more of the texts and attends to the NJSLA-ELA reading and writing standards. The second Task shall require students to write a narrative, such as a story or a description that is related to one of the texts not used by the first writing Task.

NJSLA-ELA PERMISSION FOR USE OF PUBLISHED TEXTS

The Contractor shall be responsible for securing and covering the cost of permissions to use copyrighted text for the English language arts assessments. To minimize cost, when possible, the Contractor shall use texts in the public domain and consider working with the Copyright Clearinghouse.

The Contractor shall:

1. Obtain permission to use copyrighted text in both paper and electronic formats;
2. Ensure copyright permission agreements will be sufficient for the duration of potential use of the texts in NJ English language arts assessments, which is at least three (3) Contract years, plus two (2) additional one (1) year options;
3. Use the anticipated numbers of students to be assessed at each grade level in obtaining and covering the costs of permissions;
4. Ensure levels of permission include the ability to publicly release passages, as agreed to by the Contractor and SCM; and
5. Describe the processes it will use to secure and cover the costs of permissions to use copyrighted text for the English language arts assessments.

###### NJSLA-ELA TEST BLUEPRINTS

The Contractor shall propose Test Blueprints for grades 3-9 and the high school English language arts assessment that address the content requirements described above in *Bid Solicitation Section 4.5.2.1.3.2 – English Language Arts Assessment Content – Text and Item Specifications*, and the details listed below. The blueprints shall be presented by unit (for Fixed-forms) and as appropriate for CAT, and include, at the minimum, the following information:

1. The type of passage sets in each unit: literary and informational (literary and non-fiction);
2. The English language arts reporting categories addressed by each passage set;
3. The number of items and writing Tasks by item and Task type associated with each passage set;
4. The number of raw score points associated with each item and Task, passage set, and reporting category, as well as the total number of score points across reporting categories (overall). The total score points may increase appropriately from grade 3 to grade span 4-5, and increase again to grades span 6-8, and again to grade 9 and the high school English language arts assessment. The total number of score points overall and for each reporting category shall be sufficient to meet the reporting requirements in Bid Solicitation Section 4.13 – Reporting, and ensure total testing time does not exceed four (4) hours inclusive of field test content; and
5. The testing time associated with each session (unit), with the understanding that the total testing time for the English language arts operational assessment shall not exceed four (4) hours, inclusive of all field test content, allowing time for students to read carefully and in some cases, re-read passages to give students time for the close analysis and study of the text(s).

###### NJSLA-ELA OTHER TEST DESIGN REQUIREMENTS

The Contractor shall provide the following additional information related to the design of the proposed English language arts assessments:

1. A table showing the percentage distribution of literary and informational reading passages for each grade level assessment and the high school Assessment;
2. A description of the Depth of Knowledge (DOK) levels to which items and Tasks will be developed/sourced to ensure the depth as well as the range of the NJSLS-ELA are aligned effectively;
3. A table indicating the approximate text length (number of words) that will be used to guide text selection by grade level or grade span as appropriate;
4. A description of each of the item types proposed in the Test Blueprints, including a description of any TEIs that will be used to effectively assess student performance on skills and knowledge that have been difficult to measure reliably and validly using traditional item types such as multiple-choice items;
5. A description of the criteria and process that will be employed to select high quality texts that will engage students, are accessible to students with special needs and Multilingual Learners, are free of bias, and sensitive to the diverse cultures of the student population in New Jersey;
6. A description of the measures that will be used for determining the grade level appropriateness and level of complexity of the texts selected for the English language arts assessments. There shall be at least three (3) quantitative and one (1) qualitative measure;
7. A description of the proposed rubric that will be used for scoring the writing Tasks and shall generate score points for writing expression, language use and conventions, and, possibly, comprehension;
8. A description of how the scoring of students’ responses to the writing Tasks will be carried out in a computer adaptive administration of the NJSLA-ELA; and
9. A description of the word processing tool that will be provided to allow students to respond to proposed writing Tasks.

###### NJSLA-ELA APPROVAL OF SPECIFICATIONS

No later than thirty (30) Calendar Days after the Contract is awarded, the Contractor shall provide the SCM the English language arts assessment specifications listed below for review and approval:

1. Test Blueprints for each grade level and the English language arts high school graduation assessment. The Contractor shall be responsible for updating the English language arts blueprints and specifications listed whenever changes are made that are mutually agreed upon by the Contractor and the SCM;
2. Scoring rubrics for writing Tasks; and
3. Passage selection guidelines that include:
   * 1. Description of text types;
     2. Procedures and criteria for selecting authentic, and published texts;
     3. Procedures and criteria for determining the variety of texts to be used at each grade level;
     4. Procedures and criteria for selection of passage paired passage sets;
     5. Criteria for use of video, audio, and images related to passages;
     6. Procedures and criteria for determining text complexity using both quantitative and qualitative measures;
     7. Criteria for passage length specifications;
     8. Criteria for accessibility, bias, and sensitivity requirements;
     9. Passage review quality criteria checklist; and
     10. Processes to be used to review and select passages.

##### NJSLA-ELA TEST DEVELOPMENT

The Contractor shall be responsible for developing the NJSLA-ELA using an approved style guide, as described in section 4.5.2.1.4.1, using principles and procedures that promote high quality products, and engaging local educators and subject matter experts.

###### NJSLA-ELA STYLE GUIDE

The Contractor shall be responsible for collaborating with the SCM to develop and then use a style guide to ensure all computer adaptive and Fixed-form assessment content consistently conforms with agreed-upon editorial and formatting requirements. The style guide shall be approved by the SCM prior to sourcing or developing the NJSLA-ELA.

###### NJSLA-ELA TEST DEVELOPMENT PRINCIPLES AND PROCESSES

The Contractor shall describe how it will address these processes or principles when sourcing (leasing) and when necessary, custom-developing content for the NJSLA-ELA:

1. Ensuring items are aligned to the NJSLS-ELA standards and meet Test Blueprint specifications;
2. Ensuring items will elicit performances described in the NJSLS-ELA Performance Level Descriptors (PLDs) (refer to *Bid Solicitation Section 4.6.2 – Performance Level Descriptors (PLDs)*) at the DOK of the content standards in the NJSLA-ELA;
3. Using evidence-centered design principles;
4. Using universal design principles;
5. Using the approved style guide;
6. Ensuring items are free of editorial errors and free of irrelevant text, graphics, or artwork;
7. Ensuring that test content is accessible to and engages students with disabilities, Multilingual Learners, and the diverse demographics of the State’s student population;
8. Ensuring items are reflective of high-quality mathematics instruction; and
9. Ensuring attentiveness to client feedback.

###### NJSLA-ELA EDUCATOR AND SUBJECT MATTER EXPERT REVIEW

The Contractor shall ensure that all test content is reviewed by the educator committees as outlined in *Bid Solicitation Sections 4.9.3 – Field Test Item Review Meetings* through *4.9.18 – Unplanned Meeting(s),* and subject to review and approval by the SCM. If edits are requested, the Contractor shall resubmit the edited items for approval by the SCM before the item is eligible for operational use or field testing.

##### NJSLA-ELA: SOURCE AND QUANTITY OF TEST CONTENT

The Contractor shall be responsible for sourcing all content for the NJSLA-ELA, custom-developing content as needed and requested by the NJDOE, and providing content of sufficient quality and quantity to fulfill all test design, psychometric, security, and other specifications for all operational assessments and field tests.

###### NJSLA-ELA: SOURCE OF TEST CONTENT

The Contractor shall be responsible for developing/sourcing all content (texts, items, and Tasks) for the NJSLA-ELA summative assessments. Content development/sourcing shall be carried out by: (1) leasing existing content (either Contractor-owned or acquired) to the NJDOE; and/or (2) developing new content for the English language arts assessments and providing it to the NJDOE when content for leasing that meets NJSLA-ELA blueprint and item specifications is not available. The NJDOE shall own any content that is custom developed for its assessments under this Contract.

Based on the sourcing requirements stated above, the Contractor shall:

1. Describe how it will source content for the NJSLA-ELA;
2. Describe any leasing agreement including any restrictions on the number of items that can be used, whether the NJDOE is obligated to contribute items to the leased bank of items, the provisions for the NJDOE’s potential public release of items, as well as whether the NJDOE can restrict release of operational items by another user (i.e., a school system or a state);
3. Agree that the NJDOE will purchase up to two (2) of the English language arts passage sets that were administered operationally that year, releasing one to the public to build transparency in the program, while banking the other for future use; and
4. Develop enough items over the Contract period so that the State will own a linking set of content for its potential use on future assessments, where the linking set may contain up to a full blueprint set worth of content.

###### NJSLA-ELA: QUANTITY OF TEST CONTENT

The Contractor shall describe the quantity of operational content as well as the quantity of content that will be field tested each year of the Contract to fulfill test design specifications, to minimize content exposure and/or replace content that has been released or retired. The quantities shall be provided for each grade level test and for the NJSLA high school English language arts assessment. The Contractor shall summarize the quantity of content for each grade levels test in a table that differentiates the content by text and item types, operational vs. field test, and Contractor-owned vs. the NJDOE-owned.

The Contractor shall deliver within thirty (30) Calendar Days after Contract award a Test Content Development Plan that describes a high-quality content sourcing/development process sufficient to deliver the requisite number of texts and test items necessary to administer an operational assessment.

#### STRUCTURE OF THE NJSLA MATHEMATICS

##### NJSLA-MATHEMATICS ASSESSMENT STANDARDS AND GRADES/COURSES ASSESSED

The Contractor shall:

1. Provide mathematics assessments for each of the grades 3-8;
2. Provide End of Course (EOC) assessments in algebra I, geometry, and algebra II;
3. Administer the algebra I, geometry, and algebra II assessments at least twice per year to accommodate students in fall and spring block scheduled mathematics classes;
4. Ensure the following for the grade 11 high school assessment mathematics component:
   1. Provide an assessment that covers standards contained in the algebra I and geometry NJSLS;
   2. Update the assessment yearly to ensure alignment to both New Jersey Administrative Code and New Jersey State Statute;
   3. Base all mathematics assessment on the breadth and depth of the NJSLS-M, or their replacements;
   4. The assessments measure student’s content knowledge and skills by assessing both the Mathematics Standards of Content and Mathematics Standards of Practice contained in the NJSLS-M.

**Note:** New Jersey public school students will take EOC assessments at the end of the grade level in which they have completed the course associated with the assessment. In grade 8, about 70% of New Jersey students will take the grade 8 NJSLA, and about 30% for the algebra I EOC assessment. Students who took the grade 8 test in grade 8 will likely take the algebra I EOC assessment in grade 9. Students who took the algebra I EOC assessment in grade 8 will likely take the geometry EOC assessment in grade 9. A small percentage of students will be taking EOC mathematics assessments beginning in grade 6.

All students will be required to take the high school mathematics component of the graduation assessment in grade 11.

###### BACKGROUND DOCUMENTS

For the mathematics assessment component of this Contract, the Contractor shall become familiar with the following key background documents that inform on the NJSLA-M assessments:

1. NJSLS-M:

<https://www.nj.gov/education/standards/math/Index.shtml>;

1. New Jersey curriculum frameworks for mathematics:

<https://www.nj.gov/education/standards/math/mathcurriculum.shtml>; and

1. Section C of the Council of Chief State School Officers’ “Criteria for Procuring and Evaluating High Quality Assessments:”
2. <https://ccsso.org/sites/default/files/2017-10/CCSSO%20Criteria%20for%20High%20Quality%20Assessments%2003242014.pdf> .

The Contractor shall also become familiar with and be prepared to assist the NJDOE in meeting the United States Department of Education’s requirements for Peer Review (<https://oese.ed.gov/files/2020/07/assessmentpeerreview.pdf> ).

##### NJSLA-MATHEMATICS: COMPUTER ADAPTIVE ASSESSMENTS

The Contractor shall administer the NJSLS-M assessments using computer adaptive technology (and a Fixed-form for a relatively small number of students who require a paper-based Fixed-form as an accommodation), beginning with tests administered in the Spring 2026.

The Contractor shall:

1. Submit a plan to the SCM within fifteen (15) Business Days of the Contract award for each Item Adaptive Assessment as well as Multistage Adaptive Assessment, providing a recommendation as to which they believe would best benefit the State, and a rationale for this recommendation;
2. Describe the plan’s source and quantity of content (items and Tasks) which meets the design specifications included in this Bid Solicitation that will be provided each year of the Contract to successfully implement the computer adaptive mathematics assessments it proposes to administer;
3. Respond to the additional requirements set forth in *Bid Solicitation Section 4.5.2.2.3.3.3 — Number of Each Type of Item*, relating to the quantity of content that will be provided for the NJSLS-M each year of the Contract; and
4. Describe its experience implementing computer adaptive assessments in mathematics in other state assessment programs. The description shall identify the state programs, the number of years the program has been in place, the computer adaptive methodology employed (e.g., item adaptive, multistage adaptive, other), and any other information it deems relevant to convey its capabilities providing states assessment programs with computer adaptive assessments.

##### NJSLA-MATHEMATICS TEST DESIGN

The Contractor shall propose reporting categories, Test Blueprints, item types, number of each item type, available tools and other features of the NJSLS-M.

###### NJSLA-MATHEMATICS REPORTING CATEGORIES

The categories that will be assessed and reported for the mathematics assessments shall include, at the minimum, performance in the major clusters identified at each grade level as well as for algebra I, geometry, and algebra II in the NJSLS-M. For example, the major clusters for the Mathematics Standards of Content in grade 3 are: counting and cardinality; operations and algebraic thinking; number and operations in base 10; measurement and data; and geometry. The proposed assessments shall also assess and report performance for the Mathematics Standards of Practice: modeling with mathematics and constructing arguments and critiquing the reasoning of others.

The Contractor shall provide a description of the categories of student performance that will be assessed and reported by its proposed assessments.

###### NJSLA-MATHEMATICS TEST BLUEPRINTS

The Contractor shall propose Test Blueprints for each grade level mathematics assessment, the algebra I, geometry, and algebra II end-of course assessments, and for the high school assessment in mathematics by completing Table 5, using the guidelines listed below:

1. The total number of score points shall range from fifty-two to fifty-six (52 to 56) in each assessment;
2. The total number of score points for the Mathematics Standards of Content shall comprise approximately 55%-60% of the total score points;
3. The total number of score points for the Mathematics Standards of Practice shall comprise approximately 40%-45% of the score points;
4. Score points associated with the Mathematics Standards of Practice shall address these standards:

Model with mathematics and construct viable arguments; and

Critique the reasoning of others; and

1. The number of score points associated with each reporting category shall be distributed in accordance with the emphasis given to each category in the NJSLS-M, with a minimum of five (5) score points in any category. The final distribution of score points across categories shall be determined by the SCM.

**Table 5.**

**Mathematics Assessment Blueprints: Score Points by**

**Standard Type and Reporting Category**

**(To be completed by the Contractor for each grade level,**

**EOC, and High School Mathematics Assessment.)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Reporting Categories | RC  A | RC  B | RC  C | RC  D | RC  E | Modeling with mathematics | Construct Arguments & Critique Reasoning of Others | Total  Pts. | % of Total Score Pts. |
| Content Standards |  |  |  |  |  | N/A | N/A |  |  |
| Practice Standards | N/A | N/A | N/A | N/A | N/A |  |  |  |  |
| Total Score Points |  |  |  |  |  |  |  |  |  |

RC: Reporting category. Reporting categories shall be the major clusters identified in the NJSLS-M.

###### NJSLA-MATHEMATICS ITEM SPEFICIATIONS

ITEM SPECIFICATIONS

The Contractor shall use a variety of item types for the NJSLS-M computer adaptive and Fixed-form assessments designed to elicit evidence of students’ command of the skills, understandings, knowledge, and practices contained in the NJSLS-M. Proposed items and item types shall conform to the following specifications:

1. All items shall be machine-scorable, using artificial intelligence (AI) where necessary. AI applies particularly to items measuring modeling with mathematics and constructing arguments and critiquing the reasoning of others, which may require short, narrative responses;
2. All items shall be designed to primarily assess the concepts, procedures and understandings contained in the Mathematics Standards of Content, and shall include but not be limited to short-answer applications that address the Mathematics Standards of Practice;
3. Use technology enhancements to minimize the use of selected response items and assesses heretofore hard to measure skills and knowledge;
4. In addition to relatively simple technology enhancements such as drag and drop, hot spots, and fill-ins, items shall include complex enhancements that allow students to construct equations, graph equations, solve graphing problems, draw charts and figures, keyboard text, and carry out other operations that involve multiple computer interactions;
5. To address the depth of the standards, include problems that require multiple steps to solve, as well as multiple parts;
6. Items with a single part shall be worth one (1) point. Multi-part items shall be worth from two (2) to four (4) score points. Items designed primarily to assess the Standards of Mathematical Practice may be single or multi-part that are worth three (3) and/or four (4) score points.

DESCRIPTION OF PROPOSED ITEM TYPES

The Contractor shall provide a description of each item type it proposes to use on the NJSLA mathematics assessments, including a list of the computer interactions that will be used for TEIs.

NUMBER OF EACH TYPE OF ITEM

The Contractor shall propose the item types and the number of each of items that will be used to generate the score points proposed in Table 5 (Mathematics Assessment Blueprints: Score Points by Standard Type and Reporting Category) by completing Table 6 below. Separate tables shall be provided by grade level or grade span where the information is consistent across grade levels in the span. Separate tables shall be completed for each of the mathematics EOC assessments and for the high school Mathematics Assessment.

**Table 6:**

**Types and Number of Item Types Proposed to Populate Test Blueprint**

**(To be completed by the Contractor for each grade level, EOC and high school mathematics assessment)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Number of Items Aligned to Standards of Content | Number of Items for Modeling with Mathematics | Number of Items for Constructing Arguments/ Critiquing the Reasoning of Others | Number of Score Points  # Items X score pt. value of items | Percentage of Total Number of Score Points |
| 1-Point Selected Response |  | N/A | N/A |  |  |
| 1-Point TEIs |  | N/A | N/A |  |  |
| 2-Point, shall include TEIs |  | N/A | N/A |  |  |
| 3-Point, shall include TEIs |  |  |  |  |  |
| 4-Point, shall include TEIs |  |  |  |  |  |
| Total |  |  |  |  |  |

NJSLA-MATHEMATICS TOOLS

The Contractor shall describe the interactive tools that will be accessible to all students taking NJSLS-M. The description shall include, at the minimum, the following:

1. Calculators (allowable function is conformation with NJSLA policy);
2. Rulers (inch and centimeter);
3. Protractors;
4. Drawing tool(s);
5. Manipulatives; and
6. Reference sheets.

The Contractor shall ensure that Interactive tools may be able to be turned on or off based on the test section, grade level, and user ability (preferably at the item level but at minimum the test section level).

###### APPROVAL OF MATHEMATICS TEST BLUEPRINT AND ITEM SPECIFICATIONS

No later than 30 Calendar Days of Contract award, the Contractor shall provide the SCM with the Test Blueprints and item specifications for each grade level assessment, each of the EOC mathematics assessments, and the high school mathematics assessment for review and approval. The Contractor shall be responsible for updating the blueprints and specifications whenever changes are made that are mutually agreed upon by the Contractor and SCM.

##### NJSLA-MATHEMATICS TEST DEVELOPMENT

The Contractor shall be responsible for:

1. Developing the NJSLS-M using an approved style guide;
2. Using principles and procedures that promote high quality products; and
3. Engaging local educators and subject matter experts.

###### NJSLA-MATHEMATICS STYLE GUIDE

The Contractor shall be responsible for collaborating with the SCM to develop and then use a style guide to ensure all computer adaptive and Fixed-form assessment content consistently conforms with agreed-upon editorial and formatting requirements. The style guide shall be approved by the SCM prior to sourcing or developing the NJSLA-ELA/M.

###### NJSLA-MATHEMATICS TEST DEVELOPMENT PRINCIPLES AN PROCESSES

The Contractor shall describe how it will address the following processes or principles when sourcing (leasing) and/or when necessary:

1. Ensuring items are aligned to the NJSLS-M standards and meet Test Blueprint specifications;
2. Ensuring items will elicit performances described in the NJSLS-M PLDs (refer to *Bid Solicitation Section 4.6.2 – Performance Level Descriptors (PLDs))* at the DOK of the content standards in the NJSLS-M;
3. Using evidence-centered design principles;
4. Using universal design principles;
5. Using the approved style guide;
6. Ensuring items are free of editorial errors and free of construct irrelevant text, graphics, or artwork;
7. Ensuring that test content is accessible to and engages students with disabilities, Multilingual Learners, and the diverse demographics of student population in New Jersey;
8. Ensuring items are reflective of high-quality mathematics instruction; and
9. Ensuring attentiveness to client feedback.

###### NJSLA-MATHEMATICS EDUCATOR AND SUBJECT MATTER EXPERT REVIEW

The Contractor shall ensure that all test content is reviewed by the educator committees (as outlined in *Bid Solicitation Sections 4.9.3 – Field Test Item Review Meetings* through *4.9.18 – Unplanned Meeting(s))* and are subject to review and approval by the SCM. If edits are requested, the Contractor shall resubmit the edited items for approval by the SCM before the item is eligible for operational use or field testing, but no later than thirty (30) Calendar Days after receipt of the request for edits.

###### NJSLA-MATHEMATICS: SOURCE AND QUANTITY OF TEST CONTENT

NJSLA-MATHEMATICS SOURCE OF TEST CONTENT

The Contractor shall be responsible for developing/sourcing all content (items, and Tasks) for the NJSLS-M summative assessments.

The Contractor shall:

1. Carry out content development/sourcing by:
2. Leasing existing content (either Contractor-owned or acquired) to the NJDOE; and/or
3. Developing new content for the mathematics assessments and providing it to the NJDOE when content for leasing that meets NJSLS-M blueprint and item specifications is not available. The NJDOE shall own any content that is custom developed for its assessments;
4. Based on the sourcing requirements stated above in part A, describe how it will source content for the NJSLA-M. With respect to leasing, the Contractor shall describe the leasing agreement including:
5. Any restrictions on the number of items that can be used;
6. Whether the NJDOE is obligated to contribute items to the leased bank of items;
7. Provisions for the NJDOE’s potential public release of items; and
8. Whether the NJDOE can restrict release of operational items by another user (i.e., a school system or a state);
9. Agree that, as a cost option, the NJDOE may purchase up to one-third of the items and Tasks that were administered operationally that year for release to the public to build transparency in the program; and
10. Develop enough items over the contract period so that the state will own a linking set of content for its potential use on future assessments. A linking set may be composed of up to a full blueprint set worth of content.

NJSLA-MATHEMATICS QUANTITY OF TEST CONTENT

The Contractor shall describe the quantity of two (2) areas of content: operational content and field-tested content. Field-tested content will be content that is field tested each year of the Contract to fulfill test design specifications in order to minimize content exposure and/or to replace content that has been replaced or retired. The quantities shall be provided for each grade level test and for the NJSLA high school English language arts assessment. The Contractor shall summarize the quantity of content for both the operational and field-tested content for each grade level test in a table that differentiates the content by:

1. Item types;
2. Operational content vs. field test content; and
3. Contractor-owned vs. the NJDOE-owned.

The Contractor shall deliver within thirty (30) Calendar Days after Contract award a Test Content Development Plan that describes a high-quality content sourcing/development process sufficient to deliver the requisite number of texts and test items necessary to administer an operational assessment as defined in this Bid Solicitation.

#### NEW JERSEY GRADUATION PROFICIENCY ASSESSMENT PROGRAM (NJGPA)

##### PURPOSE OF NJGPA

Beginning with the Class of 2023, New Jersey public school students must demonstrate proficiency on the NJGPA English language arts and mathematics components as a criterion for graduating from high school. The NJGPA is initially administered to students in the spring of the 11th grade. Students who do not demonstrate proficiency in grade 11 shall have opportunities to retake the component(s) they failed in the summer following their junior year, and in the fall and spring of their senior year (retests).

The NJGPA replaced the New Jersey High School Proficiency Assessment (NJHSPA) program beginning with the Class of 2023.

##### NJGPA ADMINISTRATION SCHEDULE

Beginning Spring 2026 and continuing into each year covered thereafter by the Contract, the Contractor shall be responsible for the development, administration, scoring and reporting of the NJGPA, including:

1. The initial administration of NJGPA to students in grade 11; and
2. The administration of retests each summer, fall, and spring following students’ junior year.

Table 7 shows the NJGPA schedule for the graduating classes 2023-2025.

**Table 7:  
New Jersey Graduation Proficiency Assessment Program Administration Schedule**



The Contractor shall utilize the estimated number of students that will participate in NJGPA retests each year as shown in Table 8. The Contractor shall assume that each student is participating in both NJGPA components: English language arts and mathematics.

**Table 8:**  
**Number of Students Participating in NJGPA Retest Across Both Content Areas for 2023-2024**

|  |  |  |
| --- | --- | --- |
| **Summer** | **Fall** | **Spring** |
| 2,700 | 26,500 | 500 |

##### NJGPA: DESIGN AND REPORTING REQUIREMENTS

The Contractor shall ensure that the test design of and student results generated by the NJGPA administered in the Spring 2026 and all subsequent administrations of the assessments over the course of the Contract are comparable to the test design of and results generated by NJGPA administered in Spring 2022, Spring 2023 and Spring 2024.

Accordingly, to prepare its response, the Contractor shall:

1. To ensure comparability in student results, agree it will acquire field tested and calibrated content and associated metadata for the NJGPA from the NJDOE’s current content provider until such time that the Contractor can successfully develop/acquire, field test, and calibrate comparable new content for the NJGPA. To that end, the Contractor shall embed vendor-owned/acquired and/or custom developed items and Tasks into the spring administrations of the NJGPA beginning no later than Spring 2026 and calibrate field tested items using the calibrated items acquired from the NJDOE’s current content provider.

In addition, the Contractor shall:

1. Propose a plan for field testing new content for the NJGPA. The plan shall:
   * + 1. Describe the quantity of content that will be field tested each year;
       2. The method (i.e., sampling frame, number of field test forms, etc.) that will be employed to maximize the quantity of content that will be field tested while minimizing the amount of time it will take students to respond to field test items and Tasks; and
       3. Describe the method that will be employed to calibrate field tested items. NJGPA retests shall not include items and Tasks for field testing;
2. Construct Fixed-forms for the NJGPA. The NJGPA shall be computer-based, with paper-based forms available for students who need them as an accommodation;
3. Ensure that forms (computer-based and paper-based) of the NJGPA for each graduating class are comprised of unique items and Tasks. That is, ensure that students participating in retests are not administered any items or Tasks they responded to in previous administrations of the NJGPA in which they participated; and
4. Use the same scale and performance categories for reporting results of the NJGPA as is used for the NJSLA assessments, or others as specified by the SCM. Performance level results across all administrations of the NJGPA shall be comparable.

##### FUTURE NJGPA DESIGN

The NJDOE is interested in creating efficiencies (reducing cost and testing time) in the NJGPA that could be implemented as soon as the Spring 2026 (Class of 2027). Accordingly, the Contractor shall meet with the SCM to review the current design and reporting requirements of the NJGPA and, based on the review, provide the SCM with proposed changes to the design within 20 Business Days of the award of this Contract, or a future date mutually agreed with the SCM. Proposed changes shall include ways to make the assessments more efficient while maintaining content/construct validity (coverage/alignment to standards), sufficiently high reliability given the high stakes use of the assessments, and comparability in student results to previous administrations of the assessments.

## ADDITIONAL ASSESSMENT ITEM DEVELOPMENT

The Contractor shall provide all applicable resources, including, at the minimum, personnel and software to facilitate the development of test items for operational assessment forms. All items developed for the assessments shall become the exclusive property of the State of New Jersey.

The Contractor shall meet at a minimum, the following criteria:

1. Delivery within twenty (20) Business Days after Contract award an item development plan that describes a high-quality item development process, sufficient to develop the requisite number of test forms necessary to administer an operational assessment as defined in this Bid Solicitation;
2. Ensure that all items adhere to the Test Blueprint, developed by the Contractor and approved by the SCM (refer to *Bid Solicitation Section 4.5.2.1.3.3* – *NJSLA-ELA Test Blueprints* and *Section 4.5.2.2.3.2 NJSLA-Mathematics Test Blueprints*); and
3. Ensure that all items be reviewed by the identified committees, in conjunction with the NJDOE Office of Assessment, as outlined in *Bid Solicitation Section 4.9.3 – Field Test Item Review Meetings* through *Section 4.9.18 – Unplanned Meeting(s)*.

**Note:** All Contractor developed items shall be subject to review and approval by the SCM. If edits are requested, the Contractor shall resubmit the edited items for approval by the SCM before the item is eligible to become a field test/operational item.

### ITEM BANK ACCESS

The Contractor shall provide the NJDOE’s access to their operational ready Item Bank, or an instance of the bank, for the duration of this Contract plus any extensions. All items that are property of the Contractor prior to the enactment of this Contract shall remain property of the Contractor. All items developed under this Contract specifically for the NJDOE shall become and remain property of the NJDOE.

### PERFORMANCE LEVEL DESCRIPTORS (PLDs)

The Contractor shall assist the NJDOE in reviewing and revising, as needed, the PLDs it currently uses to develop and report the results of the NJSLA-ELA and NJSLA-M. This review will reflect any changes to those assessments that may result from the test designs proposed by the Contractor in response to the test design specification described in *Bid Solicitation Sections 4.5.2.1 – NJSLA-ELA Standards and Grades Assessed*, *4.5.2.2 – Structure of the NJSLA Mathematics*, and *4.5.2.3 – New Jersey Graduation Proficiency Assessment Program (NJGPA)*. All edits and revisions will be submitted to the SCM for review and approval. Should the SCM request edits, the document will be resubmitted with edits completed within ten (10) Business Days of receipt of request for edits, or as specified by the SCM.

The Contractor shall also assist the NJDOE to develop PLDs for the new high school graduation assessments. A revision to the current PLDs may involve a reduction in the number of performance levels from five (5) to four (4) if the NJDOE, in consultation with the Contractor and its TAC, determines that newly designed assessments cannot support sufficiently the accurate classification of student performance into five (5) levels.

The Contractor shall submit the development process for the PLDs for the NJSLA-ELA and NJSLA-M and for the high school graduation assessments for SCM review and approval within a timeframe as specified by the SCM of 45 to no more than 90 Calendar Days after Contract award.

#### PERFORMANCE LEVEL DISCREPTOR (PLD) ENGAGEMENT

The Contractor shall be responsible for convening and facilitating five (5) days of in-person meetings during the initial phases of PLD development. The objective of these meetings will be to gather high-level feedback from a wide variety of stakeholders including, at a minimum, educators, policy makers, parents, advocates, and educational organization representatives.

The Contractor shall also be responsible for the following requirements relating to the implementation outreach meetings:

1. Accommodations - Securing suitable accommodations for the meeting (refer to *Bid Solicitation Section 4.9.20.1 – General Requirements Related to Meetings with Educators* to *Section 4.9.20.3 – Location for Meetings Including Local Educators*);
2. Refreshments - Provide refreshments for the meeting attendees;
3. Meeting Materials – Within a timeframe specified by the SCM between 30 and no more than 90 Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting; and
4. Recruitment – Contractor must engage in recruitment efforts, directly or through a third party, to secure the necessary number of SMEs to participate in test review meetings. Recruitment efforts must support a committee of SMEs that is highly qualified in their subject, based on criteria shared by the SCM, and demographically representative of New Jersey. The final list of prospective committee members, their credentials, and their resumes shall be available for SCM review and approval at least 25 Business Days before the meeting; and
5. Recording: Recording meeting minutes and submitting them to the SCM within ten (10) Business Days of the convening.

**Note:** All Contractor developed stakeholder materials shall be subject to review and approval by the SCM and developed in accordance with standard operations procedures established by the SCM. If edits are requested, the Contractor shall resubmit the edited materials for SCM approval before public release.

### ACCESSIBILITY & ACCOMMODATION FEATURES

The Contractor shall ensure that all assessments are developed to enable students to use New Jersey’s approved accommodations and accessibility features during test administration in the test year. This includes accommodations and accessibility features for students with disabilities (i.e., with IEPs or Section 504 Plans) and students who are Multilingual Learners.

The Contractor shall:

1. Ensure that assessment materials including manuals, training materials, relevant forms, and guidance for educators and families provide the following:

Information regarding the selection and use of accommodations and accessibility features; and

Reflect any future additions, changes, or deletions to the accommodations or accessibility feature approved list throughout the Contract period;

1. Ensure assessments collect data on what accommodations and accessibility features each student will have access to during each test administration, as determined by the appropriate school district staff and noted in student APIP files. Data must be provided to the NJDOE along with assessment results; and
2. Ensure that all accessibility accommodation issues adhere to the New Jersey’s standards for the test administration that year. New Jersey may be modifying and changing these guidelines in the future. Current Accessibility Accommodation Features can be found at: <https://nj.mypearsonsupport.com/resources/test-administration-resource/NJSLA_Accessibility_Features_and_Accommodations_9th_Edition.pdf>.

#### DEVELOPING ITEMS MEETING BIAS AND SENSITIVITY GUIDELINES

The Contractor shall ensure that all students participating in the New Jersey Assessment Program are provided appropriate opportunities to fully demonstrate their knowledge and skills on the constructs that the tests are intended to measure. Current guidelines are found here: <https://nj.mypearsonsupport.com/resources/test-administration-resource/NJSLA_Accessibility_Features_and_Accommodations_9th_Edition.pdf>.

The Contractor shall:

1. Ensure that tests are fair and free of bias. NJDOE will provide Bias and Sensitivity Guidelines to the Contractor prior to item development;
2. Use the NJDOE-provided Bias and Sensitivity Guidelines throughout the development of items/Tasks, stimuli, passages, online tools, and graphics; Contractor compliance with Bias and Sensitivity Guidelines shall be subject to review by the Sensitivity Review Committee (refer to *Bid Solicitation Section 4.9.7 – Sensitivity and Bias Review Meetings*); and
3. Be responsible for making changes to any assessment material found not to be in compliance with the Bias and Sensitivity Guidelines (refer to *Bid Solicitation Section 4.6.3.1 – Developing Items Meeting Bias and Sensitivity Guidelines*), as indicated by the Sensitivity Review Committee.

#### DEVELOPING ITEMS MEETING ACCESSIBILITY GUIDELINES

NJDOE will provide accessibility guidelines to the Contractor, including, at a minimum, the most current Web Content Accessibility Guidelines (WCAG) (<https://www.w3.org/WAI/standards-guidelines/wcag/>), prior to item development. The Contractor shall apply and demonstrate these Accessibility Guidelines throughout the development of items/Tasks, stimuli, passages, performance Tasks, and graphics.

Additionally, the Contractor shall develop items that allow for embedded supports that preserve the constructs targeted for measurement in each assessment item in order to increase access for all students.

##### BRAILLE AND LARGE-PRINT TEST MATERIALS

The Contractor shall provide Unified English Braille (Braille) and large-print versions of each component of each assessment and all related test documents to all students who require them as authorized by the SCM. A Braille and large-print version of each year's test shall be made available. These modified versions shall be based on a single test form for each operational administration during the Contract period unless special circumstances arise.

The Contractor shall:

1. Obtain from the school districts the number of modified versions needed through an online order entry system. These test materials shall be forwarded to the SCM for review at least 90 Calendar Days before the test;
2. Be prepared to provide additional special student materials beyond those indicated by the material survey. Individuals specified by the SCM shall review all special materials and requests for special test accommodations; and
3. Ensure the Braille documents produced each year conform to that year’s currently accepted version of Braille, as confirmed by the SCM.

##### NON-ENGLISH VERSION(S)

The Contractor shall provide Spanish-language translations or trans-adapted versions of each assessment at each grade level. The Contractor shall provide a plan for ensuring standardized administration procedures for the Spanish-language test and other trans-adapted versions as appropriate, and appropriate support materials sufficient to ensure that validity of the tests and the fairness of the test administration.

The Contractor shall provide all test materials for Spanish-language assessments and, as appropriate, trans-adapted versions to the SCM for review at least 90 Calendar Days before the test.

Throughout the life of the Contract, additional language translations may be required. Any changes or additions of languages that the assessments must be translated into will be provided in writing by the SCM.

## COMPREHENSIVE TESTING PROGRAM

The Contractor shall develop a comprehensive testing program consisting of both the online and paper-and-pencil delivery method.

The following sections describe the requirements for the online and the paper-and-pencil delivery systems. *Bid Solicitation Section 4.7.3 – Materials and Procedures for Both Delivery Systems* describes the requirements that apply for both delivery platforms.

### ONLINE TESTING DELIVERY PROGRAM

The Contractor shall develop, implement, and maintain the New Jersey Assessment Program in an established and proven internet-based administration mode platform.

At a minimum, the Contractor shall adhere to the following criteria:

1. Conduct a demonstration of computer-based assessment delivery including technologically enhanced item types as well as constructed response items for the purpose of confirming accuracy and efficiency of the delivery process;
2. Develop and deliver practice tests (which include a version for each accommodated form, such as, but not limited to ASL, Braille, screen reader, and translated versions of the assessment administered during the spring assessment administration) and ancillary materials for the proposed computer platform for public access;
3. Ensure training, troubleshooting, and problem resolution for administering assessments on the test platform;
4. Maintain permanent capacity for 250,000 concurrent CBT users;
5. Maintain capacity for dynamic scaling as necessary to meet the demands of online test administration and to ensure uniform testing experience without delay or interruption;
6. Utilize a state level capacity test (load/stress test) indicating appropriate system configuration and adequate system scaling capacity demonstrated through a real-world verification event;
7. Develop and deliver a checklist for school, district, and State staff to validate all software is installed, configured, and working correctly; and
8. Develop a readiness test for completion by schools and corporations no less than three (3) months prior to the administration window including available tools, utilities, and processes that can help school districts and the State evaluate the degree to which they have attained technical readiness for CBT, such as device compatibility, network performance, and bandwidth. In addition, the online vendor shall provide a methodology for authentication of completion of the necessary steps for ensuring technological readiness by LEAs prior to operational administration of assessments or instructional instruments.

The Contractor shall submit a plan to the SCM within a timeframe specified by the SCM between 30 and no more than 60 Calendar Days of the PLM for members to engage in User Acceptance Testing (UAT), supporting each administration year roll-out. UAT must be scheduled to occur at a reasonable time of year to ensure smooth and effective introduction of any system updates or additions for school and district familiarization prior to the start of annual testing. All edits requested by the SCM shall be submitted within five (5) Business Days from the receipt of request for edits.

The Contractor shall make available a CBT platform for UAT a minimum of thirty (30) Business Days prior to commencement of the testing window and must reflect the version of the code-base, test forms, and system configuration that will be in use for the operational testing window. The Contractor shall not promote the CBT System into a production ready state without obtaining formal UAT sign-off from the SCM.

#### SECURITY REQUIREMENTS

The Contractor shall provide an online test delivery solution that meets the requirements of the [Statewide Information Security Manual](https://www.cyber.nj.gov/NJ-Statewide-Information-Security-Manual.pdf) and the following minimum-security requirements (including details of how these requirements will be met):

1. Test access control, such as limiting test access to specified testing windows and times of day within the testing window;
2. Student authentication (e.g., login ID, password, etc.) to access an online test. The Contractor shall ensure that the required authentication information for gaining access to an online test be generated only within a secure administrative system. A student test record shall exist in the administrative system before the corresponding authentication information may be generated;
3. Administrative authentication (e.g., login ID, password, etc.) to gain access to administer online tests, view/maintain student data, and access student performance reports;
4. Administrative user accounts capable of being assigned varying levels of role-based access and functionality, and capable of being activated or inactivated as needed;
5. Security of test content and student data while at rest or in transit;
6. All test content encrypted at the host server and remain encrypted during all network transmissions;
7. Only valid authentication information may enable test content to be decrypted to a viewable format. For protection purposes, the Contractor shall ensure that decryption to memory only (versus being written to disk) is provided for its test content. No decrypted or unencrypted test content shall exist on equipment outside the hosting facility or the NJDOE’s physical location;
8. Test content accessed via valid authentication information must be displayed only while the student is taking the test. Upon completing the test, any residual, decrypted test content must automatically be removed from any systems outside of the host systems;
9. If caching technology is utilized, details must be provided (and approved by the SCM prior to implementation) on how the cached content is secured, managed, and purged;
10. Ensure all transmissions of student data shall occur over secure network connections that utilize authentication and encryption technologies;
11. Automate assessment security configuration on client devices used by students during testing;
12. Ensure that while students are testing, decrypted test content must be protected through control of the client device. Access to other applications or web sites must be disabled or disallowed while a test is being accessed, please note that the Contractor shall provide a plan to integrate third-party assistive technology devices or software with the software that will deliver assessment content to students. Strict controls must be maintained over operating system functionality, printing, copy and pasting, screen captures, keyboard shortcuts, right-mouse clicks or other functionality that could compromise test content;
13. Ensure, at all times, that the security on all supported client devices exist across all client supported devices as specified under the hardware requirements (refer to *Bid Solicitation Section 4.7.1.2 Hardware and Software Requirements*);
14. Currently, most schools utilize wireless networking. The proposed solution must provide details for security of the online testing in a wireless environment;
15. Provide auditing and transaction logging. Details of any auditing and transaction logging capabilities shall be provided;
16. Single Sign On (SSO): The solution must use Security Assertion Markup Language (SAML) 2 SSO with the State’s Identity Provider (IdP); and
17. User registration: The solution must be able to incorporate a simple self-registration application into a workflow to allow new users to be vetted and granted initial access to the application.

Liquidated damaged may apply if the Contractor:

1. Fails to ensure test security, such as unauthorized access and/or unauthorized exposure of assessment content;
2. Fails to ensure data privacy and/or security such as unauthorized access and/or unauthorized exposure of personally identifiable information of student, teacher, NJDOE staff, or other registered user associated with this Contract in the Contractor’s system; or
3. Experiences unrecoverable data loss and/or corruption such as orphaned data, missing data, and/or mis-linked data and the data is unrecoverable.

**Note:** The Contractor shall refer to *Bid Solicitation Section 6 – Data Security Requirements – Contractor Responsibility* for additional security requirements.

#### HARDWARE AND SOFTWARE REQUIREMENTS

The Contractor shall provide an online test delivery solution that complies with the following user interface and workstation hardware and software requirements. The tests must be computer adaptive and Fixed-form for the statewide operational administration. The testing delivery solution, shall provide, but not be limited to:

1. Provide on-line access that requires minimal installation of applications on all supported client devices – note the support requirements for Windows, Apple Mac OS, Apple iOS, Google Chrome OS, and Android operating systems. The application that is installed shall be able to be remotely managed and updated, to avoid excessive software installations and maintenance on individual computers;
2. Provision of the flexibility needed to provide consistent, reliable online assessment services within such varied technical environments. (There are various technical architectures utilized for wide area network (WAN), local area network (LAN), server, and desktop hardware throughout the State. Schools in a LEA contract with various Internet Service Providers (ISPs) for varying levels and types of Internet connectivity);
3. Provide a plan for evaluating and communicating to the SCM how the operating system and various third- party software updates may impact use of the online testing system. LEAs vary in how rapidly they deploy software updates and patches to their workstations and servers. The plan shall be submitted to the SCM for approval within thirty (30) Calendar Days of Contract award. If the SCM requests changes, the Contractor shall submit the edited document to the SCM within five (5) Business Days of receipt of the request for edits;
4. Provide information on the proposed solution’s usage of and compatibility with open source software. Describe any standard Application Programming Interfaces (APIs) that may be in place for interfacing with open source or standards-based solutions such as One Roster, EdFi, or an equivalent approved by the SCM. Describe any ability for the test delivery system to implement open source solutions for accessibility; and
5. The user interface with which the students will interact when taking an online test must provide the following:
   * + 1. Standardized display of text and graphics for all students regardless of monitor type and resolution setting. If a specific resolution setting is required, the Contractor shall indicated such;
       2. Ability for students to navigate the complete test (forward, backward, and skipping items) unless restrictions are put in place due to test specifications e.g. sectioning of the test or adaptive test design requirements;
       3. Ability for students to mark or change an answer to a question using a pointing device or keyboard;
       4. Ability for students to stop taking a test and, with proper authority, be re-located to another computer to login and resume taking the test. Answers shall be available to be viewed and changed upon re-entering the secure test with appropriate permission as well as imposing all restrictions for reviewing and changing answers given the test specification and/or design;
       5. Ability for students to return to the test after a break, to the exact location in the test form prior to the break;
       6. Ability for students to view the text or graphic simultaneously with the test item stem and distractors when an item or set of items is text or graphic intensive;
       7. Online availability of the NJDOE approved ancillary test materials for use by students (e.g., various calculators, various rulers, straight-edge, formula sheets, compass, etc.) as stated in test specification documents;
       8. Paper copies of ancillary materials that can be printed must be available to schools upon request;
       9. Indication (on the workstation display) of the name of the student login used to access the test;
       10. Indication via a warning screen that the student has chosen to end his/her test. The warning screen shall allow the student to return to continue taking the test;
       11. Functionality that allows for eliminating one (1) or more distractors;
       12. Functionality that allows for highlighting and/or underlining key words or graphics;
       13. Functionality that allows for flagging items as incomplete or in need of review prior to completing the test;
       14. Review capability that provides indicators of which items have been answered/unanswered or marked for review; and
       15. Functionality that allows for online “scratch paper” or notes with text and drawing capability.

#### ADMINISTRATIVE SYSTEM FOR MANAGING ONLINE TESTS

As part of the New Jersey Assessment Program, the Contractor shall provide an administrative system for managing the delivery of the online New Jersey Assessment Program. The Contractor shall ensure that the administrative system includes the following minimum requirements:

* + - 1. Data management:
      2. Ability for administrative users to upload data files containing student demographic data and/or accessibility profile information into the system. The system should validate that all incoming data meets all data requirements defined in collaboration with the SCM. Any data violating the data requirements must be identified in user friendly language so that the user can make corrections and resubmit the file;
      3. Ability for administrative users to view and edit student demographic information entered as part of the pre-ID process;

1. Ability for administrative users to hand-enter student records prior to or at the time of testing;
2. Capability to maintain unique student test records with both optional and required data fields;
3. Capability to collect student demographic information for students expected to take the test but who are not tested for various reasons (e.g., absent, medical emergency, IEP, LEP);
4. Provide data edit alerts to the administrative user and a process for correcting the error; and
5. Retain a record of all changes made to the system by an administrative user along with user identity and date and time of change as well as any other information requested to be retained by the SCM specified at the PLM or updated at any of the planning meetings thereafter;
   * + 1. Test management:
6. Ability to configure the system with various form distribution plans that result in schools automatically receiving the appropriate assignment of various main and alternate test forms for a given test administration;
7. Ability for the system to assign specific accommodated forms to students based on the individual student’s Personal Needs Profile (PNP) data;
8. Ability to randomly assign different versions of the test forms to students in the same classroom for the purpose of obtaining field test data. The Contractor shall provide an alternate method of conducting field testing that is in line with CAT;
9. Ability for administrative users with appropriate access to schedule students for online tests and to generate necessary student login information prior to testing;
10. Ability to manage test assignments for individual students such that the same test form may not be administered to a student more than one (1) time in a test administration;
11. Ability for administrative users with appropriate access to assign specific test forms to individual students and/or groups of students such as alternate test forms;
12. Ability for select authorized users to view individual student test information such as:
    * + - 1. Actual answers received on the CRIs;
          2. Any response codes issued by automated scoring systems or human scorers that provide insight into how the response was scored (off topic, no response, etc.);
          3. Date and time of test;
          4. Duration of test; and
          5. Form # assigned; and
13. Ability for select authorized users to view aggregate test information by subject such as, at the minimum:
    1. Number of tests scheduled (by date);
    2. Number of tests being administered (real-time);
    3. Number of tests completed; and
    4. Number of scoreable tests completed, etc.;
       * 1. Proctoring:
            1. Due to the secure nature of the testing program, student’s access to the online tests must be controlled and monitored by the local test administrators (proctors) through online interfaces.
            2. The local test administrators (proctors) will need easy methods to obtain all student login credentials prior to a testing session starting.
            3. Students must not be allowed to login or access a test until authorized by the local test administrators (proctors);
            4. The local test administrators (proctors) must have the ability to mark a testing session complete and provide a reason for marking the testing session complete (such as student was sick). All testing statuses will be defined and agreed to by the SCM;
            5. The local test administrators (proctors) must be able to add testing anomaly status (such as fire drill) to an individual student’s record or an entire session of students. All testing anomalies will be defined and agreed to by the SCM;
            6. If students exit the test (intentionally or unintentionally), the student must not be allowed back into the test without local test administrator (proctor) authorization; and
            7. The local test administrators (proctors) must be able to monitor the progress of all students in their testing session;
         2. Security management:
14. Ability to control access based on specific password-protected user accounts, e.g., school level, LEA level, state level (the description shall indicate what functions shall be controlled at the various levels, e.g., gain access to secure tests, view versus edit data, administer tests versus view reports, etc.);
15. Ability to provide a secure encrypted transmission of all student information; and
16. All student data must be encrypted while at rest in addition to while in transit;
    * + 1. Practice test environment:
17. Ability for students to access a test environment that replicates the actual test environment throughout the year. The practice environment must be customized to the New Jersey test with the same tools, item formats, and response formats as those in the live test environment;
18. Ability for students to submit responses to questions; and
19. For machine-scoreable items, ability to receive feedback indicating whether the response was correct or incorrect, and if incorrect displaying the correct way to solve or answer the item at the end of the practice test.

#### ONLINE TESTING SYSTEM REQUIREMENTS

The Contractor’s online testing system shall be available to the NJDOE, LEAs, and schools as needed, with the exception of scheduled downtime as approved by the NJDOE, to deliver online tests and conduct related administrative functions. The Contractor shall provide ten (10) Business Days advance notice to the NJDOE and LEAs of any scheduled downtime for maintenance, upgrades, or any other work that would limit access to the testing system. In emergency situations, the Contractor shall notify the NJDOE and LEAs as soon as possible.

The Contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner departments and agencies. The Contractor shall submit relevant documentation and participate in the System Architecture Review process. Additional information on this process can be found at: <https://www.nj.gov/it/whatwedo/sar/>.

In addition, the Contractor shall adhere to the following minimum criteria:

1. System availability and maintenance:
2. Deliver online tests with access to conduct related administrative functions from 6:00 a.m. EST to 10 p.m. EST Monday through Friday during scheduled statewide testing windows. Scheduled downtime must occur outside of the aforementioned timeframes; and
3. Notify and receive approval from the SCM in the event that system downtime is determined necessary to resolve a critical issue within the timeframes in A1 during a statewide testing window;
4. System updates:
5. Notify the SCM six (6) months prior to any planned changes to the online testing system that will occur within a given academic year and no less than three (3) months prior to the deployment of any system changes. Accurate, detailed documentation of all changes must be provided to the NJDOE for review at least three (3) months prior to deployment into production. The updated functionality also shall be made available in a non-production test environment 15 Business Days prior to deployment for the SCM to review. Requests for exceptions to this timeline shall be presented to the SCM for case-by-case consideration;
6. Ensure that system changes shall be deployed only when approved by the SCM and with the intent to maintain or improve the level of system functionality and stability.

**Note:** NJDOE reserves the right not to have system changes deployed prior to or during a statewide test administration period;

1. Ensure that within thirty (30) Calendar Days of Contract award, the Contractor shall provide the SCM a detailed description of how system updates, system patches, and/or system enhancements are planned, managed, and fully tested prior to deployment into production. If the SCM requests changes, the Contractor shall submit the edited document within five (5) Business Days of receipt of the request for edits; and
2. Develop a plan for accepting, evaluating, and responding to requests by the NJDOE for system enhancements. The plan shall be submitted to the SCM within thirty (30) Calendar Days of Contract award. If the SCM requests changes, the Contractor shall submit the edited document within five (5) Business Days of receipt of the request for edits.

#### ONLINE TESTING PLATFORM USER’S GUIDE

The Contractor shall provide an Online Testing Platform User’s Guide annually within ten (10) Business Days of the start of September to the SCM and LEAs on a schedule to be determined by the SCM and provided at the PLM. The following represents the minimum required sections of the guide (additional sections and formats may be proposed):

1. System User’s Guide for each test administration that fully details the functionality of the online testing system for an end-user in a school;
2. System Infrastructure Guide that details the minimum and recommended technical specifications and configurations needed to successfully access the online testing system and deliver online tests; and
3. System Training Workbook that provides step-by-step instructions on how to complete the most commonly needed (as identified by the SCM) Tasks in the online testing system.

The Contractor shall ensure that all Online Testing Platform User Guides are posted to the New Jersey Assessment Program website for review and download capability within five (5) Business Days of SCM approval.

##### SYSTEM UPDATE NOTIFICATIONS

The Contractor shall detail the specifics of newly deployed system changes on its website quarterly.

#### ONLINE MONITORING

The Contractor shall provide a comprehensive solution for online system monitoring that addresses the following minimum requirements:

1. Ensure that all system monitoring shall be conducted by the Contractor with results available to the NJDOE regularly, on the first Business Day of the month, and upon request;
2. Immediately notify the SCM and designees by phone and email regarding any interruptions, degradations of performance, or potential security breaches and/or concerns;
   1. Within 24 hours, the Contractor shall provide to the SCM a written summary of the known issue, possible causes, and actions taken. This document shall be updated daily until the resolution of the incident;
3. Provide a means for automatically monitoring system availability to end-users in LEAs and schools. The Contractor must provide automatic notification of system warnings and/or system failures to appropriate Contractor staff for corrective action;
4. Provide real-time and archived users’ statistics to include, at a minimum:
   1. Concurrent users;
   2. Concurrent testers;
   3. Number of tests scheduled;
   4. Number of tests completed;
   5. Testing time from start to finish; and
   6. Response time for targeted test items, etc.

**Note:** Statistics shall be by test administration, grade, school, and LEA as determined by the NJDOE; and

1. Provide regular reports of online system usages to include, at a minimum:
   1. Usage over time;
   2. By browser type;
   3. Operating system type;
   4. IP address.

The Contractor may propose additional and alternative types of system monitoring for use by the NJDOE and/or to ensure system insight and availability to end-users.

#### ITEM PORTABILITY STANDARDs

The Contractor’s online delivery system and assessment items shall comply with the QTI and Accessible Portable Item Protocol (APIP) standards, which can be reviewed at: <http://www.imsglobal.org/question/index.html> and <https://www.imsglobal.org/apip/apipv1p0/APIP_BPI_v1p0.html#toc-1>.

The specific version of the QTI/APIP standards which item and functionality development is aligned will be determined by the SCM at the PLM. Any changes to this requirement will be provided to the Contractor in writing with 180 Calendar Days notice.

##### COMPLIANT CONTENT FORMAT

The Contractor shall ensure that the item content supports specific elements to, at a minimum, the following accessibility categories:

1. Alternate tagging of graphical content;
2. Text markup to support pronunciation or alternate readings by human or automated screen readers;
3. Inclusion of human recorded reading of the test questions;
4. Braille;
5. Signing: American Sign Language (ASL); and
6. Signing: Signed English.

##### INFORMATION PROFILES

The Contractor shall ensure that the New Jersey Assessment Program administration system is able to accept student information files containing the required accessibility components as described below. The Contractor shall work with the districts to ensure that the districts provide the student’s demographic information required for test administration, scoring, and reporting, as well as all accessibility profile information per the following criteria:

1. The current registration process and data files shall be extended to include the required profile elements as identified in this document: <https://www.njsmart.org/njr/ks/State%20Assessment%20Registration%20Submission/State%20Assessment%20Registration%20Student%20Data%20Handbook.pdf>;
2. Uses PNP standard data specification and format;
3. Has a unified data collection integrated into the file specifications for student registration uploads;
4. Uses the online management features of the administration system to enter or update personal profile data elements directly in the assessment application; and
5. Uses other industry standards that specify comparable profile information.

The Contractor, under the guidance of the NJDOE, shall provide instructions and additional resources to the local districts and schools needing to generate the necessary profile data or files as part of the assessment registration or supplemental process.

##### DIGITAL TEST DELIVERY SYSTEM

The Contractor shall develop and implement a digital test delivery system employed to deliver test items to students that encompasses all of the required features and functions for those elements identified in this Bid Solicitation. The test delivery system shall be able to present the specified accessibility features based on the student’s preferences as well as the requirements indicated in student individualized educational plans or Section 504 Plans. Specifically, the test delivery system must be able to provide the accessibility features as defined in the QTI and APIP standards, as well as meet all requirements set forth by the WCAG 2.0 standards. In addition, the test delivery system shall allow students to interact with the system using a standard compliant point device (mouse), keyboard (standard and alternate), touch screen, and/or a tab-enter enabled device. NJDOE intends to transition from using answer folders to a method where the LEAs would transcribe student responses directly from the test book into an online test. The Contractor shall provide a plan on how it can accomplish this transition by year two (2) of this contract.

Liquidated Damanges may apply if:

* 1. The digital test delivery system is interrupted or delivers slowed test administration such as issues pertaining to outages and/or slowed responsiveness, to the degree where student experience and/or ability to respond to the test items, has an impact for 20 minutes or more;
  2. Test content during administration, such as issues with item rendering, item versioning, and/or item selection/ordering, is found to not match the test blueprint, or is not performing as agreed upon by the Contractor and the SCM; or
  3. Test accommodations are not functioning appropriately during administration for 20 minutes or more.

### PAPER-AND-PENCIL DELIVERY PROGRAM

Utilizing the Content Data Systems Master File and Material Ordering (refer to *Bid Solicitation Section 4.7.3.7 – Content Data Systems Master File and Ordering Materials*), the Contractor shall accommodate those schools identified by the NJDOE for widespread use of the Paper-Based Testing (PBT). The Contractor shall develop and be able to routinely deliver the New Jersey Assessment Program in a paper-and-pencil administration mode for those schools identified.

The following sections provide the requirements for the paper-and-pencil delivery program.

#### TEST BOOKLETS

The Contractor shall produce test booklets with appropriate security procedures incorporated into its production as required in *Bid Solicitation Section 4.7.2.6 – Test Materials Security*. The Contractor shall provide test booklets for:

1. Each assessment component;
2. A Braille/large print test booklet;
3. A Spanish-language test booklet, and any other language identified by the SCM (refer to *Bid Solicitation Section 4.6.3.2.2 – Non-English Version(s)*); and
4. An alternate test booklet. The alternate test booklet form of each assessment shall be used when a security breach of testing material occurs involving a paper-based test during district administration. In the event of a security breach during administration, the district where the breach occurs will pay the costs for administering and scoring this form. **Note:** Administration security breaches include, but are not to be limited to, the breach of testing materials, results, and the misadministration of the assessment at the district level.

#### ANSWER FOLDER (BASE TEST AND EMBEDDED FIELD TEST)

The Contractor shall produce an answer folder appropriate for each assessment and grade level with the exception of grade three (3). The answer folders shall be submitted to the SCM for review and approval at least six (6) months prior to administration. If the SCM requests edits, the Contractor shall submit the revised document within (3) Business Days of receipt of the request for edits. Grade three (3) for both mathematics and English language arts shall use a consumable test booklet. The Contractor shall provide a plan for allowing districts to transcribe students responses from the paper version of the assessment directly into the online system within 90 days of the award of this Contract..

##### ANSWER FOLDER STORAGE/ARCHIVE

The Contractor shall adhere to, but not be limited to, the following storage/archiving criteria:

1. Ensure that processed answer folders are stored for two (2) years at a secure location as agreed upon by the SCM. The accommodations for storage shall allow for access to verify information, rescore sections, and any other activities deemed necessary by the NJDOE; and
2. Ensure that the writing Tasks (CRIs) for each student shall be electronically stored by the Contractor for a period of two (2) years. After the second year, the Contractor shall archive the responses on portable storage (i.e., external hard drive or flash drive), and send the information to a location(s) designated by the SCM. This process of disseminating the information shall begin by the Contractor requesting, in writing, authorization to move the data. The SCM will designate the location(s) at that time.

#### STUDENT IDENTIFICATION LABELS FOR ANSWER FOLDERS

The Contractor shall develop and implement an interactive component of the online delivery system that will allow districts to transmit SID data electronically over a data transmission network. This component shall be secure and accessible only to authorized users. The Contractor must provide all (if any) network-specific software needed by the districts to access this component of the system (all hardware will be provided by each District).

This component shall be able to use the information transmitted from the districts to, at a minimum:

1. Generate student identification labels for answer folders;
2. Assume labels shall be used for 100% of the student population taking each assessment in the paper-and-pencil mode;
3. Ensure that the student identification labels delivered to districts contain data that is:
   1. Organized appropriately;
   2. Easily readable;
   3. Reflects the options selected by the districts;
   4. Are accurate; and
   5. Printed at a level of quality that permits accurate scanning and precludes the possibility of smudging;
4. Provide districts with a checking program to be used before submitting data to the Contractor to help ensure that all data fields include acceptable data values;
5. Review the data submitted by the district;
6. Confirm the accuracy of data by submitting to districts, using fax or e-mail:
   1. Information that describes the number of students by school submitted;
   2. The order in which the labels shall be printed; and
   3. The range and incidence of values in selected fields;
7. Provide quality control throughout the printing process to ensure the quality of label printing;
8. Package student identification labels by school; and
9. Ship to districts as part of the shipment containing test books and answer folders.

#### HEADER SHEETS

The Contractor shall ensure that Header Sheets be used after the administration of each component of each assessment for the paper-and-pencil option. Header Sheets shall be placed on top of used answer folders, grouped by the particular assessment and grade level, when they are returned to the Contractor after the regular paper-based testing window. Separate Header Sheets shall be needed for each component of each assessment. One (1) Header Sheet per assessment component for each administration (regular or alternate) are required each year.

#### PACKING, DISTRIBUTING, RECEIVING, and rEPORTING tESTING MATERIALS

##### PACKING & DISTRIBUTING Testing MATERIALS

The Contractor shall ensure that it complies with the list of primary materials to be shipped for each administration, the quantities to be packaged for schools, districts, NJDOE, and other packaging specifications as determined by the SCM.

The Contractor’s specifications for packing, distributing, and receiving materials shall include, at a minimum, the following provisions:

1. Shrink-wrap all assessment materials in sets of five (5);
2. No box weighs more than thirty (30) pounds;
3. Order schools within a district on all lists and for shipping purposes by School Identification Number (SIN);
4. Ensure to pack and ship materials in an organized manner that is not burdensome to the districts/schools when they receive the materials. The Contractor shall follow the following packing/shipping criteria:
   1. Ensure that boxes of test booklets are labeled with the message “TO BE OPENED ONLY BY AUTHORIZED PERSONNEL” and mark all boxes with special colors or labels so that they can be easily identified as secure materials;
   2. The Contractor shall label boxes on all four (4) sides and the top, and number boxes as "box I of X," where X is the total number of boxes sent to that district. The box containing the packing information shall be clearly identified; and
   3. The Contractor shall ensure that labeling for each recipient follows, but is not limited to, the following criteria:
      1. School boxes: Boxes shall be labeled with the school’s name and School Identification Number (SIN) and the name of its district and its District Identification Number (DIN); and
      2. District boxes: Only boxes directed to the district-level, such as boxes containing district overage, shall be labeled with the name of the district, its DIN, and the name of the DTC. Utilize an overnight delivery service and be held responsible for all costs associated with the shipping of all testing materials to and from each school district. In the event that testing material is erroneously shipped to the wrong district, the Contractor shall schedule and be held responsible for all cost associated with the overnight delivery service arrangements for the redirection of any erroneous shipment. The district overage for testbooks and answer documents shall be 5%;
5. All packages shipped to districts and schools will include a shipment tracking number provided by the shipment company. The tracking number must be made available to district and/or school testing coordinators (preferably online) so that shipments can be tracked by local users;
6. Ensure that SCM approval is received before the Contractor prints any deliverable product. Approval shall be provided after the Contractor has produced a Camera-Ready version of the deliverable that has been thoroughly proofread by the Contractor;
7. Package all materials for each shipment by school in returnable boxes and distribute to its corresponding district. The district will distribute materials to the schools. The Contractor is not responsible for any costs schools may incur in shipping test materials from their schools to the district office, unless the need to ship is the result of a packaging error by the Contractor. The NJDOE and school districts will decide how materials overage shall be distributed to schools;
8. Include Spanish-language, other languages as agreed upon, Braille, and large-print materials packaged and labeled separately in the shipment of test materials to districts;
9. Ship test materials directly to the districts and the NJDOE. The shipment shall contain test booklets, answer folders (if being used), SID labels, and related materials. The shipment shall arrive no later than five (5) Business Days prior to the test administration;
10. The Contractor shall prepay charges on return shipments from the districts. Return labels and envelopes, prepaid postage labels or freight bills-of lading, and instructions shall be provided for the material being returned;
11. The Contractor shall mail or ship by overnight delivery service or other means, as appropriate, any miscellaneous materials to the NJDOE and districts as situations arise. Additionally, the Contractor shall secure the services of shippers who shall provide inside delivery and unload large shipments onto loading docks;
12. After testing, the Contractor shall inventory and store unused test booklets, answer folders, manuals, and other materials for a period of six (6) months. During this time, the Contractor shall ship to the SCM quantities of these materials as needed and requested by the NJDOE. Unused test booklets may be destroyed after six (6) months with written approval from the SCM. However, the Contractor shall store 100 copies of each regular and accommodated test booklet form and answer folder throughout the life of the Contract. The Contractor shall store any materials that may be used in subsequent assessments;
13. Upon verification of the individual test booklet identification numbers of all test booklets returned by the districts and acceptance by the SCM of accurate results, the Contractor, at its expense, shall store used test booklets for a period of at least two (2) years at a secure location and shall obtain the SCM’s written approval prior to destruction. The Contractor shall destroy the test booklets after receiving written permission from the SCM. Test security shall be maintained throughout the destruction process; and
14. After the SCM approves all reports and they are distributed to the proper persons as approved by the SCM, the Contractor, at its own expense, shall store used answer folders for a period of at least two (2) years and shall obtain the SCM’s written approval prior to destruction. At the end of the two (2) year period, the Contractor shall ship to a location designated by the SCM or destroy the answer folders according to instructions from the SCM. A letter from the Contractor to the SCM requesting permission to destroy specific materials shall initiate this destruction. At the SCM's request, the Contractor shall retrieve periodically from storage up to 200 answer folders and/or used test booklets per Academic Year. In some cases, retrieval of answer folders shall require the Contractor to conduct a manual verification of machine scoring. The Contractor shall assume all costs associated with retrieval and possible delivery of these materials to the SCM.

##### SHIPPING REQUIREMENTS

The Contractor shall adhere to, but not be limited to, the following shipping requirements:

1. Ensure that the materials be delivered to and picked up from Chief School Administrators (CSAs) or their designees. The Contractor shall assume full responsibility for all materials, keep daily records of their whereabouts, and be prepared to locate each package of test materials in their possession within 24 hours;
2. Provide for all arrangements and costs associated with packing, distributing, and returning materials. Prompt and accurate delivery of materials is important to the NJDOE and to local-district personnel who have the responsibility of managing materials for each assessment. The Contractor shall ensure that there is 100% accounting of all test booklets and answer folders returned by the districts using a bar code labeling system. The Contractor shall guarantee that distribution procedures are satisfactory; and
3. Prepare packaging specifications to be delivered to the SCM four (4) months before each assessment administration. The packaging specifications shall include the Contractor’s procedures for packing and distributing materials to districts and receiving the materials from the districts. The specifications shall include a description of how the materials are packed, examples of packing and inventory lists for boxes to districts and schools, methods used for distributing and returning materials, and a description of the procedures used to inventory materials as they are returned. If the SCM requests edits to the process, the Contractor shall submit the edited materials to the SCM within five (5) Business Days of the receipt of the request for edits.

##### RECEIVING TESTING MATERIAL

Post New Jersey Assessment Program administration, the school districts will return all used consumable test booklets and answer folders to the Contractor using overnight or two-day delivery, as necessary and provided for by the Contractor.

The Contractor shall implement, at a minimum, the following material receiving procedures:

1. Develop procedures to monitor the receipt of all materials from the districts and develop error logs. The date materials are received, and any errors made by districts in packaging and completing forms shall be documented. When a problem arises, the Contractor shall contact the districts and the NJDOE concerning the problem and resolve the problem according to NJDOE guidelines. The error logs shall identify, by school and district, all failures to follow the established procedures and, if appropriate, how the errors were resolved. The error logs shall be delivered to the SCM twice, once immediately after materials from all districts have been received and then again with the final report for each administration;
2. Verify, by number, all test booklets and all used answer folders that are returned after each test administration by using a bar code numbering system. If the Contractor’s system for barcode verification is demonstrated to be unreliable, each document shall be scanned twice, creating independent data files that can be matched for scanning errors. Beyond these measures, the Contractor shall manually check test booklets to ensure 100% accuracy of the test booklet check-in; and
3. Include in its check-in procedures a method of checking for and retrieving answer folders and test booklets erroneously packaged with unused materials or invalidated materials.

##### DELIVERY PLAN AND VERIFICATION OF RECEIPT OF MATERIALS

The Contractor shall provide a detailed plan within 60 Calendar Days of Contract award to the SCM for approval showing how tests shall be delivered to the CSA or its designee only at the school district offices. A daily verification of the delivery shall be provided to the SCM within 24 hours of each district's receipt of shipment.

##### MISSING SHIPMENTS

The Contractor shall provide a complete report on missing shipments to the SCM within 24 hours of the discovery that the shipment is lost. The Contractor shall correct errors in shipment at its own expense. The Contractor shall replace all missing or damaged shipments or shortages within 48 hours after notification that the shipment is missing, damaged or incomplete.

##### CARRIER

All test materials shall be delivered inside district offices by a reputable common carrier approved by the SCM. The Contractor shall not use the U.S. Postal Service for the delivery of any New Jersey Assessment Program related material.

##### COPIES OF MATERIALS

The Contractor shall provide to the SCM, for approval in advance of shipping, copies of all school district mailings and shipments before they are sent to districts. No item shall be sent to school districts without prior approval from the SCM.

##### TEST MATERIALS SHIPMENT

The Contractor shall ship all test materials so that they arrive at least five (5) Business Days prior to testing. Delivery of these shipments shall be made inside of the district office to the designated recipient of the materials. The Contractor shall pack and ship materials in an organized manner that is not burdensome to the districts/schools when they receive the materials.

##### RETURN OF MATERIAL

The Contractor shall ensure that all secure test materials will be transported back to the Contractor in a secure fashion.

###### OVERNIGHT RETURN OF ANSWER FOLDERS

The Contractor shall arrange to have used answer folders from the regular and make-up administrations returned to its offices from the school districts via an overnight carrier. Answer folders completed during regular testing shall be returned by the Contractor at the end of the week of regular testing. All other used answer folders shall be returned at the end of the week of make-up testing.

###### RETURN NOTIFICATION

The Contractor shall notify the SCM of all regular, make-up, and return shipments that have not been received within four (4) Business Days after each test administration has been completed.

###### ANSWER FOLDER ACCEPTANCE

The Contractor shall accept answer folders from all students who were tested during the make-up period, even if the folders are not returned to the Contractor when scheduled, provided that they are delivered to the Contractor within ten (10) Business Days after the last day of the scheduled make-up period.

###### SECURE RETURN OF TEST BOOKLETS

The Contractor shall ensure that all test booklets are returned to the Contractor by secure means (i.e. tracking number and proper labeling) not more than three (3) Business Days after make-up testing has been completed. The Contractor shall account for 100% of the test booklets and shall be able to track the last known location of any lost test booklet.

###### NOTIFICATION OF MISSING TEST BOOKLETS

The Contractor shall notify the SCM of any missing test booklets within 24 hours of the discovery that the booklet(s) is (are) missing.

#### TEST MATERIALS SECURITY

The Contractor shall design and implement a system consisting of procedures and forms, to be approved by the SCM, that provides security for all secure test materials (both regular and make-up answer folders and test), by providing an accurate daily record of each item’s whereabouts and assigning responsibility to specific individuals as test materials are received, stored, used, and returned.

The test material security shall include, but not be limited to, those requirements specified in *Bid Solicitation Section 4.7.2.6.1 – Test Booklet Security*, *Bid Solicitation Section – 4.7.2.6.2 – Security Forms and Procedures*, and *Bid Solicitation Section 6 – Data Security Requirements – Contractor Responsibility.*

##### TEST BOOKLET SECURITY

The Contractor shall ensure that a security system be used to ensure that only designated people have access to secure test materials before, during, and after their scheduled use.

##### SECURITY FORMS AND PROCEDURES

The Contractor shall devise a set of forms and procedures, to be approved by the SCM, which establish individual responsibility for the security of all secure test materials at all times during the test administration period until the secure materials are returned.

The Contractor shall:

1. Ensure test booklets shall be sealed on all open sides; and
2. Ensure that the SCM is informed within 24 hours about the loss of any secure test materials.

The CSA will receive test materials and assure the transfer of responsibility for these materials through the following sequence of individuals: DTC, School Test Coordinators (STCs), and Examiners. After the Examiners have administered the test, the sequence of responsibility returns in reverse order to the CSA. In all instances, once the CSA takes possession of the test materials, the CSA and the building principal are ultimately responsible for all test materials.

#### DATA VERIFICATION PLAN

The Contractor shall complete the development and testing of all data processing related procedures (including scoring and reporting) prior to each test administration to ensure that all procedures have been checked before any data processing steps (online delivery or paper-and-pencil delivery) processing begins. The Contractor shall monitor all aspects of data processing related procedures.

The Contractor shall develop a data verification plan for each administration that describes in detail all of the steps to be implemented to demonstrate to the SCM that the final reports of results are accurate. The components of that plan shall include, but not be limited to:

1. Processing and scanning procedures:
   1. A list of the scanners, including brand, model, and capacity/speed that shall be used;
   2. The number of scanners that shall be used;
   3. The scanner intensity levels that shall be considered a mark (student answer selection);
   4. The definition of what marks constitute a double mark; and
   5. Details for monitoring the intensity levels read during scoring, based on analyses of scanner output;
2. The scoring and reporting procedures;
3. The generation of data to check these procedures;
4. Identify the types of monitoring the Contractor shall be performing and the types of data that shall be presented to the NJDOE to verify that the scanners are working properly through each scan run of actual scoring;
5. Provide a description of necessary editing of answer folders and headers that:
6. Contain double grids or inaccurate gridding of printed information;
7. Are coded incorrectly with respect to student, school or district identification; or
8. Are deemed partially or wholly unscoreable for some reason;
9. Include rules for editing each field on the answer folder, noting which shall be flagged, hand checked and corrected where necessary, and which fields shall rely on scanner discrimination rules and not be hand edited;
10. A list of materials used for training editors shall be included in the plan;
11. A description of the edit reports that shall be produced to show which answer folders or Header Sheets need editing, the outcome of edits, and the procedures for monitoring the edit changes; and
12. As part of the data verification plan, the Contractor shall inventory the used answer folders received. The Contractor shall compare the number of used answer folders returned to the number on the Header Sheet (answer folder count form) and compare the number returned to the number ordered by the school. The Contractor, in conjunction with the SCM, shall determine differences that might indicate that all answer folders were not returned and determine procedures for the Contractor to follow to quickly identify any answer folders that might have been left in schools or districts, or lost by the answer folder return carrier.

The Contractor shall draft and revise the data verification plan and submit to the SCM for approval at least five (5) months prior to each test administration. If the SCM requests changes, the Contractor shall submit the edited document within five (5) Business Days of receipt of the request for edits.

#### PROCESSING AND SCANNING VERIFICATION STEPS

The Contractor shall ensure adherence to, but not be limited to, the following processing and scanning verification steps:

1. Verify the total quantities of test booklets and answer folders returned by schools;
2. Ensure that all pages are correctly ordered in test booklets and answer folders;
3. Monitor intensity levels read by each scanner;
4. Monitor reading of answer folders, SID labels, and other codes identifying answer folders and test booklets; and
5. Develop, implement, train the appropriate staff, and subsequently monitor guidelines for hand edits.

### MATERIALS AND PROCEDURES REQUIRED FOR BOTH DELIVERY SYSTEMS

#### MATERIALS AND PROCEDURES EDITING AND DEVELOPMENT SCHEDULE

The Contractor shall comply with the following material/procedure development schedule:

1. Year 1 – During Year 1 of the Contract, the Contractor shall develop and produce new versions of the material/procedures referenced in *Bid Solicitation Section 4.7.3.1.1 – Assessment Literature (Test Administration Manual, Score Interpretation Manual, Parent/Student/Teacher Guide)* through *Bid Solicitation Section 4.7.3.1.2 – Retest Administration Materials* to coincide with the Contractors implemented assessments. The new materials/procedures shall be subject to SCM review. The Contractor shall resubmit revisions within ten (10) days of receipt for final approval. All updated materials/procedures shall be available as per the OYS; and
2. Year 2 and annually, thereafter-- The Contractor shall review the existing material/procedures referenced in *Bid Solicitation Section 4.7.3.1.1* *– Assessment Literature (Test Administration Manual, Score Interpretation Manual, Parent/Student/Teacher Guide)* through *Bid Solicitation Section 4.7.3.1.2 – Reference Sheet for Each Subject Area* (produced during Year 1) and submit proposed revised versions of each for SCM approval. The proposed, revised material/procedures shall be subject to review within ten (10) days of receipt by the SCM. The Contractor shall resubmit revisions within ten (10) days of receipt for final approval. All updated materials/procedures shall be available as per the OYS.

##### ASSESSMENT LITERATURE (TEST ADMINISTRATION MANUAL, SCORE INTERPRETATION MANUAL, PARENT/STUDENT/TEACHER GUIDE)

The Contractor shall prepare and produce the following products/materials associated with each test administration in sufficient quantities to support regular, make-up, large print, Braille, Spanish-language, and alternate (security breach of testing material) testing:

1. Test administration manuals, including the test coordinator manual for both School and District Test Coordinators, test administrator manual, and Accessibility Features and Accommodations (AF&A) guide;
2. Parent/student/teacher guide, one (1) guide to encompass all three (3) persons;
3. Score interpretation manual (refer to *Bid Solicitation Section 4.13.3 – Score Interpretation Manual*);
4. Additional assessment literature deemed necessary by the SCM.

**Note:** The administration cost for any security breaches of testing materials will be assumed by districts in which breaches occur. All test administration products/materials to be used before, during, or after each test administration shall be produced prior to the test administration during which they are to be used. Samples of these products/materials are included as exhibits to this Bid Solicitation;

1. The Contractor shall develop, produce, maintain, and distribute informational brochures, a web site and social media presence (e.g. Facebook, Twitter, etc.) for educators, parents, students, business and industry, and the general public; and
2. All listed documents shall be web-accessible through a secure browser interface. The Contractor shall propose any potential use of social media distribution for these ancillary materials as well as other information of value to any and all stakeholders including students, parents, teachers, school administrators etc.

###### PRE-TEST ADMINISTRATION PRODUCTS/MATERIALS

The following materials shall be produced prior to the administration of each component of each Assessment.

###### PARENT/COMMUNITY INFORMATION PAMPHLET

The Contractor shall prepare and produce a parent/community information pamphlet in English and other languages as identified by the SCM that describes the various New Jersey Assessment Program programs. This pamphlet shall include, but not be limited to:

1. A description of the New Jersey Assessment Program background;
2. A description of the reasons for test administration;
3. A description of the benefits to the State and the students tested; and
4. Other important information suggested by the Contractor and SCM.

All parent/community information deliverables will meet standards of accessibility, and be translated into at least Spanish, Portuguese, Arabic, Chinese and one (1) other language as deemed necessary by the SCM and provided in writing to the Contractor as established in the OYS.

Written materials intended for parents will be reviewed by parent focus groups.

Written materials intended for educators will be reviewed by educator focus groups.

###### STUDENT PREPARATION BOOKLET

The Contractor shall develop, produce, and maintain a student information and preparation booklet containing a description of each assessment and the materials that shall assist students as they prepare to take the assessment. This booklet shall also contain sample items, along with other NJDOE and Contractor suggested information to help prepare students for the test. Sample items in this booklet shall be taken from the Item Bank and are items that have been identified as no longer eligible for inclusion on an operational test.

The booklets shall be reprinted with relevant changes, approved by the SCM, in subsequent years (e.g. in any year that the booklet is not being created for the first time (year two (2) through three (3) plus any extension years)). This booklet must be finalized and posted to the public at minimum three (3) months prior to the test date to schools for distribution to all students in a tested grade.

All parent/community information deliverables will meet standards of accessibility and be translated into at least Spanish, Portuguese, Arabic, Chinese, and one (1) other language as deemed necessary by the SCM and provided in writing to the Contractor as established in the OYS.

###### DISTRICT/SCHOOL TEST COORDINATOR (DTC/STC) MANUAL

The Contractor shall develop, produce, and maintain a DTC/STC manual that outlines the duties of the DTC/STC and provides these officials with all the information needed to perform their part in administering the testing program. The manual shall:

* 1. Contain information for both the CBT and paper-and-pencil modes of administration;
  2. Be submitted to the SCM no later than the beginning of the 3rd full week in September each year of the Contract;
  3. Upon the SCM’s requests for changes, the Contractor shall submit the edited document within five (5) Business Days to the SCM for approval; and
  4. Be updated for each spring test administration (yearly).

###### EXAMINER MANUAL

The Contractor shall develop, produce, and maintain an Examiner’s manual, as a separate document from the DTC/STC Manual, that contains information and directions for the standardized administration of each assessment (fall [high school only], spring, and summer [high school only]). This document shall contain administrative instructions and verbatim text to be read to students during the test administration. For each component’s administration, multiple versions of the manual shall be needed to accommodate embedded field testing.

Since there is an accommodated paper-and-pencil component, the Examiner manuals must address both computer-based information and paper-and-pencil information.

The Contractor shall ensure the read-aloud test directions are translated into the top ten (10) languages determined by the SCM. The SCM will notify the Contractor of the top ten (10) languages at the PLM and at each subsequent post-review meeting.

###### INSTRUCTIONAL GUIDE FOR CONSTRUCTED RESPONSE SCORING

The Contractor shall adhere to the following criteria:

1. Prepare and produce Constructed Response Item (CRI) scoring instructional guides that provides teachers with information and the scoring rubrics for scoring the CRIs. The Contractor shall obtain 300 (or more if requested by the SCM) student responses to each CRI so that several sample responses at each score point on the rubric can be included in the guide;
2. Ensure that sample items in these documents be representative of all grades and include representation from both mathematics and English language arts; and
3. Produce the instructional guides for scoring in a web accessible format for posting online.

###### SUBJECT AREA REFERENCE SHEET

The Contractor shall ensure that appropriate reference sheets be provided as appropriate and as determined by the SCM for each student for each administration of each assessment, regardless of the mode of administration. Reference sheets shall be translated into all languages the associated test is translated into. For example, if the grade 8 mathematics assessment is offered in both English and Spanish, the reference sheet for the grade 8 mathematics assessment must also be offered in both English and Spanish.

##### RETEST ADMINISTRATION MATERIALS

The Contractor shall ensure that students will have an opportunity to retest the NJGPA during the next available assessment window.

#### EXTERNAL PROOFING

The Contractor shall have the Camera-Ready version of all testing booklets, documents, and publications reviewed by an authoritative source not employed by the Contractor and approved by the SCM. A written statement from the external source shall be issued to the SCM three (3) months prior to the test administration assuring the external review has been completed and the copy is accurate.

#### EDITORIAL REVIEW

The Contractor shall provide an editorial review, corrections, and written assurances that all published materials, including forms, letters, memos, etc., are free of error and are consistent with formatting, printing, and language specifications as identified in this Bid Solicitation. The Contractor shall ensure that the style guide to be used is approved by the SCM per *Bid Solicitation Section 4.3.10 – Editorial Review Plan and Style Guide*.

#### OVERAGE

The Contractor shall provide a 5% overage of all materials (including test books) to the school district and a 3% overage of all other materials (including test books) to each school to cover unanticipated shortages, such as materials damaged in shipping, materials that are unusable because of production errors, etc. This percentage is to be based on the number of students who are scheduled to be tested in the district.

#### SCORING AND REPORTING VERIFICATION STEPS

The Contractor shall perform, at a minimum, the following:

1. Develop procedures to secure a third-party reviewer, approved by the SCM, to independently verify the calibrating, scaling, and equating of the test;
2. Develop procedures for the Contractor and NJDOE to each independently verify the student scores. The Contractor shall create a score verification plan that outlines the procedures it plans to use (and those recommended use by the NJDOE) to verify that all assessment scores are accurate. This Plan should verify the accuracy of individual student scores and all summaries of these at the school, district, and state levels. The Plan should include the Contractor’s process to select an early-return sample of actual student responses to use for the final verification of scoring, analysis, and reporting accuracy;
3. Provide the Plan to the SCM no later than 60 Calendar Days prior to the conclusion of spring testing each Academic Year; Any changes noted by the SCM shall be made within five (5) Business Days;
4. Verify that all items are scored correctly;
5. Verify that all Expert Reader scores are correctly transferred to the student's record;
6. Verify that the correct number of Expert Readers scored each response;
7. Verify that the final scores on writing Tasks are correctly calculated;
8. Verify that all aggregated scores are correctly rounded and reported;
9. Arrange for actual answer folders to be processed early, scanned, and scored,
10. Generate all student, school, district, and State reports to be independently proofed by the Contractor and NJDOE staff; and
11. Arrange for the final files and all reports of state and district results to be generated and independently proofed by the Contractor and the NJDOE staff prior to shipping reports.

#### GENERATION OF DATA FOR CHECKING PURPOSES

The Contractor shall:

1. Create a mock data file containing data of a similar type and format that will result from the scoring of actual student responses. The mock data field shall be used to verify the accuracy of how unusual data is handled, and that accurate score reports can be produced based on the mock data;
2. Ensure that all mock data is generated and all aspects of processing, scanning, scoring, and reporting are completed and proofed at least one (1) month prior to each test administration;
3. Ensure that the early processing for report verification purposes shall be completed at least thirty (30) Calendar Days prior to the arrival date of the first reports in the districts; and
4. Ensure that the final files and a copy of each report shall be delivered to the SCM at least ten (10) Business Days prior to the first release of reports to districts. Reports shall not be released until the SCM has reviewed and approved the file and reports. This may take up to five (5) Business Days.

#### CONTENT DATA SYSTEMS MASTER FILE AND Material ORDERING

At the beginning of the Contract, the SCM will provide the Contractor with a Content Data Systems Data Master File containing a list of the districts and schools (names and identification numbers), the name of the DTCs, and the numbers of students tested during the previous year.

Upon receipt of the file, the Contractor shall adhere to the following criteria:

1. Maintain the list of DTCs and the Content Data Systems Master File in the online assessment system and update them as notified by the SCM. The online system must allow the DTC or other authorized users to update the content data systems information at any time. The Contractor shall continuously update the list and provide a copy of the data file to the SCM at the end of the Contract. **Note:** The number of districts may change slightly during the life of the Contract. New Jersey districts vary greatly in size;
2. Provide the districts an online web form at least 45 Calendar Days prior to each test administration to collect the initial quantities of test materials required for each district for each assessment (both for the online delivery and paper-and-pencil delivery). The Content Data Systems Master File shall be updated utilizing the counts collected for each test administration. Based on the information and counts collected, five (5) hard copy lists of schools, DTCs, test material quantities, and other information shall be produced by the Contractor and presented to the SCM within fifteen (15) Business Days of the close of the data collection window. An electronic version of the Content Data Systems Master File shall also be made available to the SCM upon request;
3. Provide an online dashboard indicating the number of students anticipated to be tested in each school for each assessment and whether the mode of administration is online or paper-and-pencil (based on information obtained from the online form and/or the student pre-id information collected). The dashboard shall include a history of the previous year's enrollment in each assessment with the actual number of students tested from each school;
4. Provide detailed instructions and directions to the DTC for the completion of the online form data collections. The Contractor shall notify the DTC to adjust the counts, update contact information as appropriate, and complete the online form as directed through the Contractor’s secure website;
5. Decide, with final approval from the SCM, on the method used to determine the final number of students per assessment in each school. The Contractor shall use the number of students reported on population updates and those actually tested in each school during previous administrations as well as information collected from the online forms to determine the final numbers. This number shall be the basis for determining the quantities of materials (including overages) to be shipped for each school and district (both for CBT and paper-and-pencil administration). The Contractor shall generate packing lists based on these numbers;
6. Provide, prior to shipping the test materials to the school districts, the SCM with a summary of these counts for the State and each district;
7. Provide, after the initial data collection and distributions are complete, an online form for the DTC to order additional materials; and
8. Tally and provide to the SCM for their approval any additional orders to the districts.

## SCORING/TRAINING

The Contractor shall describe how it will design and implement a process and the systems to score the selected response and constructed response items for each administration of the New Jersey Assessment Program assessments, as well as monitor the scoring process. Scoring shall occur in a timely manner sufficient to meet or exceed the score reporting dates for the New Jersey Assessment Program assessments specified in the test administration schedule.

The Contractor shall also develop procedures to verify the accuracy of data produced at each processing step. The Contractor shall provide materials for educators describing the scoring/training process and shall provide evidence of its reliability and validity. The Contractor shall adhere to the following scoring criteria:

1. Ensure both online and accommodation forms for field test and operational administrations of the New Jersey Assessment Program assessments including the make-up administrations are scored; and
2. Ensure that all raw score totals for each component shall be used to calculate equated scores on an original scale to be developed by the NJDOE and the Contractor. The SCM has final approval for all aspects ofthe scoring procedures used.

### SELECTED RESPONSE ITEM SCORING

The Contractor shall develop and deliver to the SCM a scoring plan including a quality control procedure within 60 Calendar Days of the PLM that includes, but is not limited to:

1. The scoring plan for the following selected-response items using QTI item XML:
   1. Single point scoring;
   2. Partial credit scoring (if applicable); and
2. Other methodologies for scoring selected response items.

Additionally, the Contractor shall:

* 1. Create scoring keys for all test administrations. The scoring keys shall include the item identification number, item type, item location, and answer keys for machine-scoreable items or the rubric to be used to score each CRI;

1. Independently verify all answer keys used in the scoring of the New Jersey Assessment Program and seek final approval from the SCM. The Contractor’s procedures shall provide for at least two (2) people knowledgeable about the content area but unfamiliar with the items to verify each answer key;
2. Describe how it will verify the accuracy of all answer keys and scoring rubrics to be used to score every assessment, both in content and grade level, mentioned throughout *Bid Solicitation Section 4 – Scope of Work* (ELA grades 3-9; mathematics assessments grades 3-8; course assessments for algebra I, algebra II, geometry; and the high school graduation assessment); and
3. If edits are requested in the scoring plans, submit the revised document to the SCM within five (5) Business Days from the receipt of request for edits.

The Contractor shall utilize machine-scoring for all selected response items.

**Note:** The Braille, large-print and alternate forms of the test will require separate scoring keys and score scales.

### CONSTRUCTED RESPONSE ITEM (CRI) SCORING

The Contractor shall develop and deliver to the SCM a scoring plan including a quality control procedure within 60 Calendar Days of the PLM that includes, but is not limited to:

1. A scoring plan for CRIs (both short CRIs and extended CRIs) for the following methods:
   1. Machine-scoring, including the use of AI scoring of student written responses. The AI scoring system to be used and how it will be trained and calibrated shall be described; and
   2. Human hand-scoring;
2. The scoring plan for TEIs;
3. The scoring plan for other item types; and
4. The scoring plan shall include a section for Range Finding sessions, as well as the training of scorers using scoring guidelines and anchor sets developed in collaboration with the NJDOE.

Additionally, the Contractor shall:

* 1. Describe where scoring will occur;
  2. Indicate if scoring will be performed centrally or in a distributed scoring model, or a hybrid of the two;
  3. Describe how the remote scoring will be monitored and how responses (paper and online) will be securely distributed to the remote scorers, if distributed scoring is proposed. **Note:** Scoring shall be conducted in the United States. There is no requirement for the scoring to be done in New Jersey;
  4. Provide information on where scoring will take place within the United States. **Note:** The NJDOE is flexible with the approach that is proposed so long as it provides secure, accurate and reliable scoring in a timely manner; and
  5. Submit revised documents to the SCM within five (5) Business Days from the receipt of request for edits if edits are requested in the scoring plans.

### SELECTION OF HUMAN SCORERS

The Contractor shall:

1. Describe its requirements for selecting human scorers, including screening and interviewing steps. NJDOE requires that all scorers have, at minimum, a four-year college degree. Experience in teaching English language arts or mathematics is a plus but not a requirement for scoring the NJDOE assessments; and
2. Describe how it will encourage scorers and team leaders who have experience with scoring the New Jersey Assessment Program assessments to return to the project in subsequent administrations.

### PREPARATION FOR AND TRAINING PROCEDURES FOR SCORING CONSTRUCTED RESPONSE ITEMS (CRIs)

The Contractor shall describe its plan and procedures in training the scorers. This information will be used to score the constructed response items used in the New Jersey Assessment Program assessments. The Contractor shall:

1. Develop the training process and procedures to qualify scorers;
2. Develop protocols used to ensure consistency in the training of scorers, including training, initial certification, and monitoring for scorer drift, and re-training and re-certification as needed. This shall include procedures to ensure consistency in the work of scorers across years;
3. Develop procedures for Range Finding for CRIs (both post-field testing and prior to first operational usage);
4. Develop the steps taken to prepare anchor papers and training papers. The Contractor shall describe how staff of the NJDOE and Contractor will be integrated into the process of making recommended changes/clarifications to scoring rubrics as they are identified;
5. Develop procedures for comparable scoring of the Spanish-language translated test. This special scoring may involve equating the modified version with the unmodified regular administration version of the test;
6. Establish and monitor hand-scoring staff and facilities that meet all NJDOE requirements for scoring the assessments;
7. In the past, the NJDOE has participated in scorer training and monitoring the scoring of the assessments. NJDOE anticipates that this will continue, so the Contractor shall discuss how NJDOE staff might be involved in these activities in a constructive manner. The Contractor is responsible for all the expenses in support of this activity including but limited to, travel, accommodations, meals, etc.; and
8. Develop monitoring procedures for scorer inter-rater reliability, steps taken to improve the reliability of the scorers used. This includes steps taken to identify scorers who are not scoring reliably and their re-training or dismissal.

If edits of the documents are requested, the revised document shall be submitted to the SCM within five (5) Business Days from the receipt of request for edits.

### IMPLEMENTING AND MONITORING THE SCORING OF New Jersey Assessment Program CONSTRUCTED RESPONSE ITEMS (CRIs)

The Contractor shall develop and deliver to the SCM a plan including a combination of monitoring and maintenance procedures to most efficiently maintain the required high levels of scoring accuracy for all item types. The SCM will give final approval to these procedures.

The Contractor shall also describe its procedures and process for monitoring the ongoing scoring of the NJSLA CRIs.

If edits are requested in either document, the revised document shall be submitted to the SCM within five (5) Business Days from the receipt of request for edits.

The Contractor shall take the following steps to demonstrate the consistency of scoring:

1. A scoring supervisor/table leader shall conduct daily read-behinds (a second read for random items) for each scorer, using standards established by the Contractor with the SCM’s approval;
2. Sets of pre-scored papers should be administered regularly to each scorer to monitor scoring accuracy and to maintain a consistent focus on the established rubric and guidelines. The Contractor shall describe how the check sets will be administered in a way that ensures that scorers do not know when check sets are presented. A minimum 70% exact-agreement accuracy rate (score assigned by the Expert Reader is exactly what is expected by the check set) and 90% exact and adjacent agreement (score assigned by the Expert Reader is exactly what is expected by the check set, or is one (1) score point higher or lower) is required;
3. A minimum of 20% of papers should be double-read for inter-rater reliability. The Contractor shall describe how the double-rated papers will be presented in a way that ensures that scorers do not know which papers are being double-rated. A minimum 70% exact-agreement accuracy rate and 90% exact and adjacent agreement is required. For items scored by the Contractor AI scoring engine, a 10% human read-behind will be used;
4. Should the 10% human read-behinds of the AI scored items not return the 70% exact-agreement accuracy rate and the 90% exact and adjacent agreement rate, the Contractor shall re-train the scoring engine at its own expense;
5. Should a scorer be unable to score reliably, based on the results of the checks detailed in B to D above, the scorer should be retrained. If the scorer is still unable to score reliably after retraining, then the scorer shall be dismissed from the NJDOE project;
6. The Contractor shall provide the NJDOE SCM with any student alerts on written student responses. A “student alert” is a response that may be disturbing or indicate a need to follow up with the student about behaviors or activities described in the response. The NJDOE SCM shall be notified of the alerts and the response shall be made available to the NJDOE SCM. The Contractor shall describe its preferred implementation for this capability;
7. The Contractor shall provide the NJDOE SCM with any student plagiarisms on written student responses. The Contractor shall describe how plagiarism will be detected and what technologies are used to do so. The NJDOE SCM shall be notified of the alerts and the response shall be made available to the SCM. The NJDOE is open to various delivery options. The Contractor shall describe their preferred implementation for this capability; and
8. The Contractor shall describe how scores from human-scoring of CRIs will be merged with the scores of the machine-scored items. The Contractor shall describe how the system determines a test is fully scored.

### POST-SCORING ACTIVITIES AND DOCUMENTATION

The Contractor shall describe its procedures and process for documenting the scoring of the New Jersey Assessment Program CRIs, in addition to:

1. Supporting the scoring appeals process and other post-reporting challenges to any NJDOE requests received. The Contractor shall provide a mechanism, such as an online request for re-scoring, for NJ educators to request a re-score of one (1) or more students’ responses to any of the New Jersey Assessment Program CRIs that are hand-scored. Only those requests that are signed by a NJ local education agency chief school administrator and that clearly identify the student for which rescores are requested in addition to the assessments and the items to be re-scored are to be addressed;
2. Describing how its scoring system is capable of scoring responses to CRIs that are delivered in both paper and online formats. For online formats, the Contractor shall describe how the text and potentially any special characters or formatting that was applied by the student are captured and displayed to the scorer with integrity. Districts may select to use a hand-writing option as an accommodation for students with disabilities. For districts who select this option, printed test booklets may be used, which shall be returned to the Contractor for scanning and scoring;
3. Providing the following reports to the NJDOE SCM:
4. Daily hand-scoring reports to the NJDOE SCM for completed scoring of the New Jersey Assessment Program CRIs;
5. Weekly hand-scoring reports to the NJDOE SCM for monitoring interrater reliability statistics (includes item summary information and score-point distributions);
6. At the end of every scoring season, an overall summary of the interrater reliability results and score point distributions;
7. At the end of every scoring season, a qualitative report on the quality of the scoring procedures and suggested steps for improvement in subsequent years; and
8. A written report of the human scoring process of the New Jersey Assessment Program CRIs for inclusion in the Annual Technical Report; and
9. Conducting annual human scorer drift studies both for internal consistency as well as consistency across years. The Contractor proposal shall include a description of both of these scoring studies.

### BRAILLE AND LARGE-PRINT TEST SCORING

The Contractor shall develop procedures for comparable scoring of modified Braille and large-print tests. This special scoring may involve equating scores on the modified version with the unmodified version of the test.

If edits are requested, the revised document shall be submitted to the SCM within five (5) Business Days from the receipt of request for edits.

### SCORING QUALITY CONTROL PROCEDURES

The Contractor shall develop and deliver to the SCM a plan including a combination of monitoring and maintenance procedures to most efficiently maintain the required high levels of scoring accuracy for all item types. The SCM will give final approval to these procedures.

If edits are requested, the revised document shall be submitted to the SCM within five (5) Business Days from the receipt of request for edits.

### PORTFOLIO APPEALS (COST OPTION)

In the event that a student fails to meet the standards for graduation on the mathematics or English language arts components of the NJ Graduation Proficiency Assessment, the State of New Jersey supports multiple methods for the student to instead show proficiency. These methods can be used to meet graduation requirements. One method students can use to meet graduation requirements is achieving an acceptable score on a different assessment. Another method, the subject of this section, is to submit a portfolio of work in mathematics and/or English language arts that demonstrates understanding of the subject matter through a non-standardized assessment method. Student portfolios are a collection of responses to constructed response Tasks. These items can be highly tailored to meet the needs of each school and student but must adhere to specific requirements and guidelines provided by the State. Typically, the districts and schools will define and create “Tasks” that are given to the student to show proficiency. It is the responsibility of the local school to administer the Tasks to the student and to evaluate (or score) the student’s work.

Once the Tasks are administered and scoring is completed, the schools must submit sufficient data and evidence for review and approval by the State. Typically, there can be as many as 15,000 portfolio appeals submitted per year. While portfolios appeals are accepted all year from some state government education agencies, most appeals occur between the months of January and June for the main administration and in August for summer school.

Currently, this process is supported through an offline and mostly manual exchange of data, information, and artifacts. This exchange includes traditional paper-and-pencil artifacts being physically shipped to the State as well as a secure file exchange service managed by the State. A new spreadsheet is being developed that would standardize and collect the required data elements from the schools that are submitted with the appeal. However, the spreadsheets are tracked individually and do not provide any aggregation or reporting of data at the state level.

The State of New Jersey is seeking a more efficient and online (web-based) solution to support the portfolio appeals process. As a cost option, the Contractor should describe capabilities they have for supporting the requirements outlined below. If the Contractor does not currently possess this capability, the Contractor can indicate that a capability can be built and will be tailored to meet those requirements.

#### LINKS TO MAIN ASSESSMENT SYSTEM

While it is expected that the portfolio appeals system is separate from the main test administration platform, it would be beneficial if some linkages existed. Contractors should indicate which of the linkages discussed below would be available or could be built.

#### STUDENT IDENTIFICATION (SID)

The Contractor should ensure student records added to the portfolio system are able to link to data in the test administration platform to enable the matching of student data records and validation.

#### SECURITY / USER MANAGEMENT

The Contractor should ensure that user management, and security roles and responsibilities are shared with the main test administration platform. This would allow for SSO to the assessment platform for administrators that are common between the main assessment and portfolio systems. Students will not have access to the portfolio system.

#### FILE UPLOAD

The Contractor should ensure the file upload solution for the portfolio system match (or mirror) the file upload interfaces from the main test administration platform. This would provide the portfolio system users a familiar interface for uploading student data.

#### REPORTING DATA

The appeal outcomes from the portfolio appeals system could be included in the main assessment system reporting data so that student records can be “flagged” as having an appeal and if the appeal was successful or not. New Jersey would work with the Contractor to define the data elements that would be added to the main assessment’s state reporting file.

#### STATE REQUIREMENTS AND GUIDELINES

The portfolio system will be able to store and provide access for the local district and school administrators to view and download documents that contain the detailed requirements and guidelines that will be used by the local district and schools to develop, administer, and score Tasks, and provide data and evidence of work completed. These digital artifacts could include documents (PDF or Word), videos, spreadsheets, etc.

#### PORTFOLIO DATA FILE

As indicated in the overview, New Jersey is developing a standard spreadsheet and associated data dictionary for data elements required to be submitted with an appeal for each student. New Jersey will work with the Contractor to define a standard file layout that can be uploaded to the portfolio system. New Jersey will also work with the Contractor to define data validation rules that must be applied to the incoming data before it is loaded into the system. It is expected that the file upload process would mirror, as closely as possible, the main assessment student data file and PNP information upload.

#### TASKS

Each district and school can define and develop the Tasks that will be used to assess the student’s ability in specific areas of mathematics and English language arts. The portfolio system will provide an interface for the Tasks to be uploaded into the system. The Tasks could include a description of the Task, rubrics to evaluate the student work, and/or exemplars of responses.

Each district and school can choose to “share” Tasks with other districts and schools. Only Tasks that are identified as “shared” are available to other districts and schools for their own use. If a Task is not identified as shared, then only the district and school that created the Task can access it online (although state level users can access all Tasks).

#### RESPONSES / EVIDENCE

As each student completes a Task, the response information will be collected by the schools. This may be in electronic format or in non-digital format. For non-digital formats, the local schools can scan or take pictures of the work completed. The portfolio system will provide an interface for the evidence collected from the student to be uploaded into the system. The interface should allow for images, videos, audios, PDFs, text-based, or formatted data.

#### WORKFLOW AND APPROVALS

Each student appeal that is entered into the system will be tracked. As each appeal is received, reviewed, processed, and approved/rejected, the system will record various statuses for each appeal. New Jersey will work with the Contractor to define all statuses and steps through which an appeal is processed. Only appeals that are approved will be used to indicate the student has met required proficiency levels.

#### REPORTING AND AGGREGATION

New Jersey will work with the Contractor to define the reporting and aggregation requirements for the portfolio system. At a minimum, the reports should include details of each individual appeal and the statuses associated with each appeal. In addition, it is expected that various summaries (counts) of appeals by district and/or school will be available. Ideally, the reports will be generated dynamically from the underlying database and dashboards would be available.

#### SECURITY

The portfolio system must be secure. All of the security requirements outlined for the main assessment platform are applicable to the portfolio system. The portfolio system will contain student Personally Identifiable Information (PII) and must be treated as such. The security system must be able to define specific roles and permissions for the portfolio system users. Each system function must be controlled through user roles and permissions. New Jersey will work with the Contractor to establish the needed roles and permissions in the system.

In addition, the portfolio system must control access to individual students in the same way the main assessment system secures student data. In other words, a district user can only view students within their district and a school user can only view students within their school.

## MEETINGS

The Contractor shall organize and convene a variety of meetings for the purpose of carrying out the Contract. Meetings shall include, but not be limited to:

* 1. Quarterly planning meetings;
  2. Item writer and assessment coordinator trainings;
  3. Content reviews;
  4. Sensitivity and bias reviews;
  5. Forms construction and form reviews;
  6. Statistical reviews;
  7. Accommodated forms reviews;
  8. Report reviews;
  9. Advisory meetings; and
  10. Performance standard setting events.

Most meetings shall include the participation of DOE appointed local educators and subject matter experts, with whom the Contractor shall invite, to ensure NJSLA and NJGPA assessments are aligned to the New Jersey State Learning Standards, are developmentally and culturally appropriate, and meet high standards for technical quality

For all meetings that are identified to be held virtually and for all meetings the SCM determines must be changed from in-person to virtual, the Contractor shall be responsible for providing and managing a web-based video/audio conferencing system.

Requirements for specific meetings are as follows:

### QUARTERLY PLANNING MEETINGS

The Contractor shall conduct four (4), two (2) day long planning meetings each year, addressing the following requirements:

1. Nine (9) NJDOE staff shall attend each meeting, and up to 15 NJDOE staff shall attend the PLM;
2. Two (2) planning meetings shall be held in New Jersey, adjacent to and in advance of the TAC meetings (refer to *Bid Solicitation Section 4.9.2 – Technical Advisory Committee (TAC) Meetings*);
3. Two (2) meetings shall be held at a location approved by the SCM, either in New Jersey or at the Contractor’s site;
4. The first planning meeting shall be the PLM (refer to *Bid Solicitation Section 4.2.1 – Project Launch Meeting (PLM)*) and shall be three (3) days long;
5. Accommodations - The Contractor shall be responsible for securing suitable venues for the in-person meetings (refer to *Bid Solicitation Section 4.9.20.4 – Location for Other Meetings*);
6. Meals and refreshments for all meeting attendees shall be provided;
7. Meeting materials - At least 25 Business Days before each meeting, the SCM and all NJDOE staff identified by the SCM to attend the meeting shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts; and
8. The travel expenses of all NJDOE staff attending planning meetings at the Contractor’s site shall be covered by the Contractor.

### TECHNICAL ADVISORY COMMITTEE (TAC) MEETINGS

The Contractor shall meet the following requirements for TAC meetings:

1. Convene and facilitate three (3), two (2) day long TAC meetings each year as follows:
   * 1. Two (2) of the meetings shall be in-person in New Jersey; and
     2. One (1) meeting shall be virtual;
2. Invite the NJ TAC members (up to eight (8); and
3. In addition to TAC members, the Contractor shall invite NJDOE staff indicated by the SCM (up to a maximum of 12 for each day of the meeting), and appropriate Contractor’s staff to participate in TAC meetings.

The Contractor shall also be responsible for meeting the following requirements relating to the TAC meetings:

1. Accommodations - The Contractor shall be responsible for securing suitable venues for the in-person meetings;
2. Meals and refreshments for meeting attendees;
3. Meeting materials - At least 25 Business Days before each meeting, the SCM and all NJDOE staff identified by the SCM to attend the meeting shall receive invitations. At least five (5) Business Days before each meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts; and
4. Travel, hotel (three [3] nights) and meals expenses, as well as stipends for each TAC member.

### FIELD TEST ITEM REVIEW MEETINGs

The Contractor shall meet the following requirements for field test item review meetings:

1. Convene and facilitate two (2) meetings for each committee and subject area to review all items and Tasks intended to be field tested each year by committees composed of local educators, subject matter experts and NJDOE staff;
   1. Mathematics field test item review meetings shall two (2) meetings for each committee occur in-person;
   2. ELA field test item review meetings shall have one (1) meeting for each committee occur in-person and one (1) meeting for each committee occur virtually.
2. Have four (4) committees for mathematics: one (1) committee for each of the grade spans 3-5,6-7, 8/algebra I/GPA, and geometry/GPA and algebra II;
3. Have three (3) committees for English language arts, one (1) for each of the following: grades 3-5, 6-8, and 9/GPA;
4. Have eight (8) local educators/subject matter experts and two (2) NJDOE staff participating on each committee, both English language arts and mathematics;
5. Submit all items for review to the SCM 30 Calendar Days prior to the meeting; and
6. Have each meeting be for a period of up to five (5) days, depending on the volume of content to be reviewed. The meetings shall be conducted in-person.

Additionally, the Contractor shall also be responsible for the following requirements relating to the field test item review meetings:

1. Accommodations – The Contractor shall be responsible for securing suitable venues for the in-person meetings and providing and managing a web-based video/audio conferencing system for virtual meetings;
2. Meals/Refreshments – Meals and refreshments must be provided for the meeting attendees; and
3. Meeting Materials – At least ninety (90) Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### ENGLISH LANGUAGE ARTS PASSAGE REVIEW MEETINGS

The Contractor shall meet the following requirements for English language arts passage review meetings:

1. Convene and facilitate English language arts Content Review Committees to review all passages, including multimedia, for the NJSLA and NJGPA English language arts assessments;
2. Facilitate three (3) committees, one (1) each for grades 3-5, 6-8, and 9/GPA ;
3. Ensure each committee is composed of eight (8) local educators/subject matter experts, and one (1) NJDOE staff;
4. Hold the meeting once per year for up to five (5) days each, depending on the number of passages to be reviewed and once per year for up to three (3) days per committee. The second meeting is to ensure the committee may verify and approve all requested changes have been implemented;
5. Conduct each meeting virtually;
6. Submit the passages/multimedia to be reviewed at each meeting to the SCM at least thirty (30) Calendar Days prior to the meeting. For each passage, the Contractor shall provide the passage type, word count, genre, possible words for vocabulary items, title, author, possible glossed words, gender representation in text, multicultural elements, the number of art pieces, whether the passage is part of a text pair, the results of analyses of quantitative and qualitative text measures, and any other supporting documentation deemed necessary by the SCM; and
7. Provide committee members with passage review quality checklists. The Contractor shall prepare 50% passage overage per grade level for the first year of item development and 25% each subsequent year thereafter.

The Contractor shall also be responsible for the following requirements relating to the English language arts passage review meetings:

1. Accommodations – The Contractor shall be responsible for providing and managing a web-based video/audio conferencing system for virtual meetings; and
2. Meeting Materials - At least ninety (90) Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### RANGE FINDING MEETINGS (OPERATIONAL ITEMS)

The Contractor shall meet the following requirements for Range Finding meetings:

1. Convene and facilitate English language arts and mathematics committees to conduct operational Range Finding to select anchor sets for all operational items and Tasks requiring human and/or AI scoring;
2. Conduct one (1) operational Range Finding meeting each year prior to that year’s operational assessment;
3. Have six (6) committees for mathematics: one (1) committee for each of the grade spans 3-4, 5-6, 7-8, and one (1) course committee each for algebra I, algebra II, and geometry. There shall be eight (8) committees for English language arts, one for each of the grades 3-9 and the GPA
4. Ensure each committee is comprised of three (3) local educators/subject matter experts, and one (1) NJDOE staff;
5. Ensure each committee meets for up to five (5) days;
6. Conduct meetings virtually and concurrently;
7. For ELA provide each committee with at least 100 responses, complete with annotations for at least 10 papers at each score point, for each operational item for which Range Finding is required. The number of annotated papers may vary at the discretion of the SCM based upon need of the program and communicated to the vendor in writing at the establishment of the OYS. The number of responses needed may be reduced at the discretion of the SCM and provided to the Contractor in writing prior to the meetings. The responses shall represent the full continuum of student performances;
8. For mathematics provide each committee with at least 100 responses for each operational item for which Range Finding is required. The number of responses needed may be reduced at the discretion of the SCM and provided to the Contractor in writing prior to the meetings. The responses shall represent the full continuum of student performances; and
9. Provide each committee with the results from the Field Test Range Finding Meetings for those items for which Range Finding is being conducted during this meeting.

The Contractor shall also be responsible for the following requirements relating to the operational Range Finding meetings:

1. Accommodations – The Contractor shall be responsible for providing and managing a web-based video/audio conferencing system for virtual meetings; and
2. Meeting Materials - At least ninety (90) Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting. The Contractor shall supply the committee members with the materials as instructed by the SCM.

### RANGE FINDING MEETINGS (FIELD TEST ITEMS)

The Contractor shall meet the following requirements for Range Finding meetings:

1. Convene and facilitate English language arts and mathematics committees to conduct field test Range Finding to select anchor (training) sets for all items and Tasks designated for field testing requiring human and/or AI scoring;
2. Conduct the field test Range Finding meetings as soon as possible after student responses from that year’s assessments are available;
3. Have six (6) committees for mathematics: one (1) committee for each of the grade spans 3-4, 5-6, 7-8, and one (1) course committee each for algebra I, algebra II, and geometry;
4. Have eight (8) committees for English language arts, one (1) for each of the grades 3-;9 and GPA
5. Ensure committee is composed of three (3) local educators/subject matter experts, and one (1) NJDOE staff;
6. Ensure each committee meets for up to five (5) days once per year;
7. Conduct meetings virtually and concurrently; and
8. Provide each committee with at least thirty (30) responses for each field tested item for which Range Finding is required. The items shall represent the full continuum of performances. The Contractor shall use the results of this meeting to train the test scorers (refer to *Bid Solicitation Section 4.8.4 – Preparation and Training Procedures for Scoring Constructed Response Items (CRIs)* and *Bid Solicitation Section 4.8.5 – Implementing and Monitoring the Scoring of New Jersey Assessment Program Constructed Response Items*).

The Contractor shall also be responsible for the following requirements relating to the Range Finding meetings for field test Items:

1. Accommodations – The Contractor shall be responsible for providing and managing a web-based video/audio conferencing system for virtual meetings; and
2. Meeting Materials - At least ninety (90) Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting. The Contractor shall supply the committee members with the materials as instructed by the SCM.

### SENSITIVITY AND BIAS REVIEW MEETINGS

The Contractor shall meet the following requirements for sensitivity and bias review meetings held by the Sensitivity Committee:

1. Convene and facilitate five (5), five (5) day long meetings to review all English language arts and mathematics items and Tasks for content that may be sensitive or bias the performance of certain student populations;
2. Conduct two (2) one (1)-day trainings for members of the bias and sensitivity committee where members can select to participate in one (1) of the two (2) days;
3. Have committees that follow the following format based on the content design for each of the Tasks:
   1. ELA Passage Review;
   2. Item Development for both mathematics and ELA; and
4. Ensure each committee is composed of up to twelve (12) local educators/subject matter experts and one (1) NJDOE staff person;
5. Conduct one (1) meeting in-person and four (4) meetings virtually;
6. Work with the NJDOE to identify sensitive topics;
7. Conduct the first meeting for the purpose of reviewing all English language arts passages (texts and multimedia) selected at the English language arts passage review meetings (refer to *Bid Solicitation Section 4.9.4 – English Language Arts Passage Review Meetings)* prior to beginning item development*.*
8. Conduct the second meeting prior to field testing to identify any items and Tasks that are not acceptable for field testing;
9. Conduct the third meeting after the items and Tasks have been field tested so that relevant item statistics (e.g., Differential Item Functioning [DIF], point-by-serials, P-Values, etc.) are available to inform the reviews. The committees shall recommend from a sensitivity-bias perspective the field-tested items that are acceptable for operational use; and
10. Conduct two (2) additional meetings as needed and approved by the SCM throughout the development cycle.

The Contractor shall also be responsible for the following requirements relating to the sensitivity and bias review meetings:

1. Accommodations – The Contractor shall be responsible for securing suitable venues for the in-person meetings and providing and managing a web-based video/audio conferencing system for virtual meetings;
2. Meals/Refreshments – Meals and refreshments must be provided for the in-person meeting attendees; and
3. Meeting Materials – At least 90 Calendar Days before the meeting, with the SCM reserving the right to require a shorter timeframe between 30 and 90 Calendar Days, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### STATISTICAL ITEM (DATA) REVIEW MEETINGS

The Contractor shall meet the following requirements for statistical item review meetings:

1. Convene and facilitate up to a five (5) day long meeting for the English language arts and mathematics content committees to review field test item statistics for all field-tested item and Task;
2. Have three (3) English language arts committees, one (1) for each of the grades 3-5, 6-8, and 9 and GPA;
3. Have four (4) mathematics committees: one (1) committee for each of the grade spans 3-5, 6-7, 8 and algebra I, and geometry and algebra II;
4. Have five (5) local educators/subject matter experts and one (1) NJDOE staff person on each committee; and
5. Prior to this meeting, send all item level statistical data to be used during the reviews to the SCM ten (10) Business Days prior to the meeting.. The Committees will recommend which field-tested items are to be accepted for operational use.

The Contractor shall also be responsible for the following requirements relating to the statistical item review meetings:

1. Accommodations – The Contractor shall be responsible for providing and managing a web-based video/audio conferencing system for virtual meetings; and
2. Meeting Materials - At least ninety (90) Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting. The Contractor shall supply the committee members with the materials as instructed by the SCM.

### FORMS CONSTRUCTION MEETINGS

The Contractor shall meet the following requirements for forms construction meetings:

1. Convene and facilitate a five (5) day long meeting for English language arts and mathematics committees to construct test forms for NJSLA and NJGPA Fixed-form assessments;
2. Have eight (8) English language arts committees, one (1) for each of the grades 3-9 and GPA;
3. Have ten (10) mathematics committees, one (1) committee for each of the grades and a committee for each algebra I, geometry, algebra II, and algebra I/geometry (GPA); and
4. Have three (3) local educators/subject matter experts and one (1) NJDOE staff person on each committee; and
5. Conduct meetings in-person.

The Contractor shall also be responsible for the following requirements relating to the forms construction meetings:

1. Accommodations - The Contractor shall be responsible for securing suitable venues for the in-person meetings;
2. Meals/Refreshments - For meals and refreshments for the meeting attendees; and
3. Meeting Materials - At least 90 Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### FORMS REVIEW MEETINGS

The Contractor shall meet the following requirements for forms review meetings:

1. Convene and facilitate a five (5) day long meeting for English language arts and mathematics committees to review test forms for Fixed-form assessments;
2. Have eight (8) English language arts committees, one (1) for each of the grades span 3-9 and GPA;
3. Have three (3) mathematics committee, one (1) committee for each of the grade spans 3-5 and 6-8, and a single committee for algebra I, geometry, algebra II, and algebra I/geometry;
4. Have five (5) local educators/subject matter experts and one (1) NJDOE staff person on each committee;
5. Conduct meetings in-person; and
6. Provide the SCM written confirmation that all identified issues have been resolved a minimum of twenty (20) days prior to the launch of the assessment.

The Contractor shall also be responsible for the following requirements relating to the forms review meetings:

1. Accommodations - The Contractor shall be responsible for securing suitable venues for the in-person meetings;
2. Meals/Refreshments - Meals and refreshments must be provided for the meeting attendees; and
3. Meeting Materials - At least 90 Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### SPANISH-LANGUAGE TEST FORM REVIEW MEETINGS

The Contractor shall meet the following requirements for test form review meetings:

1. Convene and facilitate a five (5) day long meeting for committees to review Spanish-language adaptions of the NSLA and NJGPA mathematics Fixed-form assessments;
2. Have a total of three (3) committees, one (1) committee for each of the grade spans 3-5 and 6-8, and a single committee for algebra I, geometry, algebra II, and algebra I/geometry assessments;
3. Have five (5) local educators/subject matter experts and one (1) NJDOE staff person on each committee; and
4. Conduct meetings virtually.

The Contractor shall also be responsible for the following requirements relating to the test form review meetings:

1. Accommodations – The Contractor shall be responsible for providing and managing a web-based video/audio conferencing system for virtual meetings; and
2. Meeting Materials - At least ninety (90) Calendar Days before the meeting, the SCM and all NJDOE staff identified by the SCM, and all Committee members scheduled to be in attendance, shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting. The Contractor shall supply the committee members with the materials as instructed by the SCM.

### PERFORMANCE STANDARD SETTING COMMITTEE

The Contractor shall meet the following requirements for standard setting committee meetings:

1. Convening and facilitate committees of local educators/subject matter experts, and NJDOE staff to set performance level cut scores for each NJSLA and NJGPA English language arts and mathematics assessment;
2. Convene the performance standard setting committees for five (5) Business Days as soon as possible after results of the first operational administration of the assessments have been generated;
3. Have four (4) total committees for English language arts, one (1) for each of the grade spans 3-4, 5-6, 7-8, and 9-GPA;
4. Have six (6) total committees for mathematics, one (1) committee for each of the grade spans 3-4, 5-6, 7-8, and one (1) committee for the algebra I, and one for the algebra I/geometry assessments, and one (1) committee for the geometry and algebra II assessments;
5. Have 20 local educator/subject matter experts on each committee; and
6. Conduct meetings in-person and concurrently.

The Contractor shall also be responsible for the following requirements relating to the performance standards setting meetings:

1. Accommodations - The Contractor shall be responsible for securing suitable venues for the in-person meetings;
2. Meals/Refreshments – Meals and refreshments must be provided for the meeting attendees; and
3. Meeting Materials – At least 90 Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### COORDINATOR TRAINING

The Contractor shall be responsible for conducting regional DTC and STC meetings each year of the Contract by meeting the following specifications and requirements:

1. Assume five (5) educators will participate from each of the 600 districts. The district representatives shall attend one (1) of six (6) sessions that shall be conducted in three (3) regions (north, central and south) – two (2) sessions per region. The Contractor shall schedule one (1) make-up date in the north and one (1) make-up date in the central or south region;
2. Schedule regional meeting on separate days;
3. Conduct all sessions in suitable facilities, pre-approved by the SCM;
4. Provide attendees with light snacks and beverages;
5. Provide a secure website for participants to pre-register;
6. Prepare training packets containing the DTC/STC manuals, presentation handouts, Power Point handouts, and any additional material deemed necessary;
7. Maintain a record of the attendance of district personnel at each session and distribute all materials to attendees;
8. Disseminate training packets to districts and county offices that were not represented at the training meetings within two (2) Business Days of the conclusion of training;
9. Provide at least two (2) staff to attend each day of training for the purposes of conducting detailed training on the functionality and usage of the online platform; and
10. Provide at least four (4) additional staff to attend each session for the purposes of coordinating attendee registration, site logistics, and other Tasks deemed appropriate by the SCM.

### POST- ADMINISTRATION REVIEW MEETING

The Contractor shall meet the following requirements for post-administration review meetings:

1. Within thirty (30) Calendar Days of the conclusion of each testing cycle, convene and facilitate a post-administration review meeting;
2. In preparation for the meeting, prepare a draft of lessons learned from the administration and recommendations for improving future administrations;
3. Provide the SCM with a list of all items exposed during the administration and the nature of the exposure five (5) Business Days prior to the meeting;
4. Hold the one (1) day long meeting virtually; and
5. Have key Contractor staff representing all phases of the assessment program (program management, customer support, development, administration, scoring and reporting) participate. Approximately seven (7) NJDOE staff will participate.

### SUMMARY AND INDIVIDUAL STUDENT SCORE REPORT REVIEW MEETINGS

The Contractor shall meet the following requirements for the summary and individual student score report review meetings:

1. Summary Score Reports:
   * + 1. Assist NJDOE in reviewing NJSLA and NJGPA summary score reports for accuracy and completeness by NJDOE staff. The review will take up to five (5) days and commence no less than ten (10) Business Days prior to the release of the reports to schools and districts;
       2. Plan for eight (8) NJDOE staff to participate at each occurrence;
2. Individual student reports:

Assist the NJDOE in reviewing individual student score reports. The review shall be scheduled approximately 25 Business Days prior to the release of the reports;

1. For both reviews, provide an approach and materials (copies of reports) to ensure the reviews are conducted efficiently and effectively; and
2. Cover all costs associated with both meetings should the SCM determine they are to be hosted at the Contractor’s site (including travel, meals, lodging, etc. of NJDOE personnel).

### ACCESSIBILITY AND ACCOMMODATIONS ADVISORY MEETINGS

The Contractor shall be responsible for convening and facilitating a two (2) day long accessibility and accommodations advisory committee meeting two (2) times each year in New Jersey. The committee consists of ten (10) local educators/subject matter experts and 12 NJDOE staff persons.

The Contractor shall also be responsible for the following requirements relating to the accessibility and accommodations advisory meetings:

1. Accommodations - The Contractor shall be responsible for securing suitable venues for the in-person meetings;
2. Meals/Refreshments - Meals and refreshments must be provided for the meeting attendees; and
3. Meeting Materials - At least 25 Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### DISTRICT TEST COORDINATOR ADVISORY MEETINGS

The Contractor shall be responsible for convening and facilitating an in-person two (2) day long district test coordinator advisory committee meeting two (2) times each year in New Jersey. The committee consists of ten (10) local educators/subject matter experts and seven (7) NJDOE staff persons.

The Contractor shall also be responsible for the following requirements relating to the district test coordinator advisory meetings:

1. Accommodations - The Contractor shall be responsible for securing suitable venues for the in-person meetings;
2. Meals/Refreshments - Meals and refreshments must be provided for the meeting attendees; and
3. Meeting Materials - At least 25 Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive invitations. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the agenda and meeting materials/handouts to prepare for the meeting.

### UNPLANNED MEETING(s)

The Contractor shall assume that ten (10) additional five (5) day long unplanned meetings hosting eight (8) committee members and one (1) NJDOE staff person each year per will be held.

### NJDOE MONITORING AT CONTRACTOR SCORING SITE

The Contractor shall budget for one (1) visit by NJDOE and/or LEA staff to the Contractor’s scoring facility to oversee the scoring process and to familiarize selected LEA staff with these procedures. For each year of the Contract plus any extensions, the Contractor shall plan on a NJDOE visitation for up to seven (7) Business Days by four (4) NJDOE staff,LEA representatives, or a combination thereof to a total of 28 days. The Contractor shall cover all costs for designated personnel including, at a minimum, travel expenses, accommodations, meals, etc.

### OTHER MEETING REQUIREMENTS

The Contractor shall be responsible for the following for each of the meetings as specified:

#### GENERAL REQUIREMENTS RELATED TO MEETINGS WITH EDUCATORS

The Contractor shall be responsible for the following requirements for all meetings with local educators:

1. Membership contact information: Maintain and provide to the SCM an up-to-date list of committee member contact information (including current mailing and email addresses, telephone numbers, etc.);
2. The Contractor shall conduct an orientation related to the schedule, purpose of meeting, and security policy. The Contractor shall also provide content specific training on the scope of the work and daily Tasks related to each meeting. The Contractor shall provide specific training related to all events (e.g., passage review, item review, data review, Range Finding, forms construction). At least thirty (30) Calendar Days before each meeting, the SCM and all NJDOE staff identified by the SCM shall receive the agenda, training materials, and handouts to review and provide feedback. At least five (5) Business Days before the meeting, the SCM and all NJDOE staff identified by the SCM to be in attendance shall receive the final agenda and meeting materials/handouts; and
3. Committee reports: A report of the proceedings of each committee meeting including outcomes, decisions, a list of those members who attended the meeting and any other relevant information or information requested by the SCM shall be provided by Contractor for each meeting. A report shall be submitted to the SCM within ten (10) Business Days after each meeting.

#### MEETING VENUES

The Contractor shall be responsible for securing meeting venues. The Contractor shall:

1. Submit proposed meeting sites to the SCM for approval at least four (4) months prior to committee meetings including local educators and subject matter experts, and at least six (6) weeks prior to meetings between Contractor and NJDOE staff;
2. Book a venue once they have obtained approval from the SCM; and
3. Ensure that the venues can provide separate meeting rooms for individual grade level, grade span and course-specific meetings, and a large room for general meetings before and/or after individual meetings, as needed.

#### LOCATION FOR MEETINGS INCLUDING LOCAL EDUCATORS

The Contractor shall use appropriate facilities such as hotels, universities, and conference centers in New Jersey for meetings and trainings that include local educators. The facilities shall be easily accessible by a major New Jersey highway.

#### LOCATION FOR OTHER MEETINGS

The Contractor shall hold all other meetings in locations approved by the SCM. These meetings may be held at the Contractors site provided the SCM deems this advantageous to the State and NJDOE. For all meetings held at the Contractor’s site, the Contractor shall cover all costs for NJDOE personnel including travel, hotel, and meal expenses.

#### MEETING MATERIALS

The Contractor shall provide all materials necessary for the successful completion of each meeting, including, at a minimum, a computer (with dual monitors for English language arts) for each participant. During the meeting, the Contractor shall be responsible for the security of all materials on site. At the conclusion of the meeting, the Contractor shall be responsible for disposing of all secure materials not needed by the NJDOE.

#### PHONE AND MEETING SUPPORT MATERIALS

The Contractor shall be responsible for providing the following meeting support items for in-person meetings:

1. Phone with long-distance and local access in at least one (1) of the meeting rooms;
2. Printer in at least one (1) of the meeting rooms;
3. Secure internet access shall be provided in all meeting rooms;
4. Audio-visual equipment shall be provided, as needed, in all meeting rooms;
5. Photocopying capabilities for the use of NJDOE staff on-site; and
6. Stationary supplies (pens, pencils, highlighters, post-its, pads, flip charts, whiteout, etc.) and reference materials (dictionaries, thesaurus, etc.) shall be provided in all meeting rooms.

#### VIRTUAL MEETINGS

The Contractor shall meet the following requirements upon request for a virtual meeting or for any meeting to have a virtual meeting component:

* 1. Use Microsoft Teams, Zoom, or another platform mutually agreed upon between the Contractor and SCM;
  2. Provide all relevant meeting documents prior to the meeting; and
  3. Provide a call-in option.

#### MEETING ARRANGEMENTS

The Contractor shall be responsible for the following for all meetings as needed:

1. Registration;
2. Refreshments; and
3. Photocopying as requested by the SCM.

#### MEALS AND REFRESHMENTS FOR COMMITTEE MEETINGS

The Contractor shall provide lunch at all committee meetings to all committee meeting participants including:

1. Committee members;
2. NJDOE staff; and
3. Contractor staff.

#### STIPENDS, HONORARIUMS AND REImBURSEMENTS

The Contractor shall be responsible for providing the following stipends, reimbursements and honoraria:

1. Stipends for substitute teachers. Payment of substitute teacher stipends are to cover the cost of educators participating in meetings. The stipends shall be $200 per day paid directly to the district;
2. Compensation for mileage and tolls, according to the standard State rates (https://www.nj.gov/infobank/circular/cir23-02-OMB.pdf), for educators participating in meeting on their personal time;
3. Stipends for educators participating in meetings on personal time. Educators participating in meetings on their personal time (summer, weekends, school vacation days) shall be provided stipends of $200 per day. The stipends shall be paid directly to the educators. The educators shall also be reimbursed for travel expenses; and
4. Honoraria for TAC members shall be $1,500 per day for their attendance and an additional one day for preparation for the meeting and finalizing notes and documents post meeting (i.e., each meeting would then be paid as three (3) days to the TAC members in attendance). The Contractor shall also reimburse TAC members’ travel expenses including transportation, hotel, and meals.

Additionally, in relation to mileage, the Contractor shall adhere to the standard State reimbursement rates for district staff for all visitation events. The Contractor shall reference the following link for reimbursement rates: .

The Contractor shall adhere to State of New Jersey Appropriations Handbook, General Provisions #41 ( <https://www.nj.gov/treasury/omb/publications/24approp/AppropriationsHandbookFull.pdf>) regarding standard State rates for reimbursement for mileage. As State directed changes are made to the State’s Appropriations Handbook, the Contractor shall adjust the rate for reimbursement to adhere to new policy.

## FIELD TEST

After completing the item development process, the Contractor shall ensure all items are reviewed by the committees as outlined in *Bid Solicitation Sections 4.9.3 – Field Test Item Review Meetings* through 4.9.14 *– Post-Administration Review Meetings*. Once the items have been reviewed and any problems with the items have been addressed, the Contractor shall develop and deliver a field testing plan for the testing of new test items sufficient to ensure the ongoing depth and breadth of the test item pool.

The field test plan must meet the specifications as described in Bid Solicitation Sections 4.5 – *Assessment Program Structure and Implementation Schedule* and *4.6 – Additional Assessment Development Requirements* for test design and item/forms development that allow for enough items to be developed and field tested so that the required number of items needed operationally will be obtained. It must also correspond to the plans outlined for possible use of an existing item pool for items needed in Year 1 and possibly Year 2 of the Contract, which may be supplemented by additional items developed specifically for the NJDOE use. All newly developed items must be field tested in NJ.

The Contractor, within a timeframe specified by the SCM between 45 and no more than 90 Calendar Days from Contract award, shall provide the SCM a plan for item field testing which includes:

1. Item field testing plan for each grade and subject of the NJSLA as well as the NJGPA operational administrations (2026 and beyond); and
2. Field test data analysis plan as described in *Bid Solicitation Section 4.10.1 – Field Test Data Analysis*.

This plan shall be contingent on the degree to which the Contractor proposes to bring pre-existing items to the project. In coordination with the item development plan, the field test plan shall ensure that all items included in the NJSLAs have been field tested on a New Jersey test population, prior to their inclusion in operational test forms.

In addition, the Contractor shall develop a plan and submit to the SCM within ten (10) Business Days of the PLM, for NJDOE review of items in its Item Bank prior to their use in any operational forms. All edits requested by the SCM in writing will be completed and resubmitted to the SCM within three (3) Business Days from delivery of the requests.

More details on the requirements of the field testing plan for Contractors responding to this Bid Solicitation are provided below:

**FIELD TESTING REQUIREMENTS:**

All newly developed items are to be formally field tested. The Contractor shall provide a detailed description of the procedures used for field testing all new items, including the Contractor’s process for including accommodations in field testing. New Jersey prefers an embedded field testing approach.

The Contractor’s field test plan will describe the numbers of forms and numbers of students that are needed to conduct the field test. Please note that in past years, the NJDOE has been very successful in getting schools to participate in its field testing.

The Contractor shall conduct a timing study done as part of the field test to determine how long it will take students to respond to the items. The Contractor shall propose a study as part of the field test that gathers this information on timing for passages and individual items. The report from this timing study will help inform how to best assemble the operational test forms for use in the 2025-2026 Academic Year.

The Contractor’s description of field testing of discrete items and passages shall include how the materials are prepared for field testing, including test forms/banks, coordinators directions, and Test Administrators directions. Since all items will be administered in an online environment, the Contractor shall also describe the process used to conduct the field test online, especially if an adaptive platform is used.

### FIELD TEST DATA ANALYSIS

Following the field test, the Contractor shall conduct item analyses using field test data. The analysis shall include, at a minimum, the following:

For selected response items:

1. P-Values that provide the percent correct responses for each item as well as the percentages for each of the distractors that are selected by students;
2. The proportions of the upper, middle, and lower percentage of examinees selecting each option based on their total raw score on the test;
3. Point-Biserial Correlation for each item that provides the correlation of the response with total score;
4. Item Characteristics Curve (ICCs) for each item, number or parameters depending on which Item Response Theory (IRT) model is used; and
5. DIF analysis that shows each item’s classification (A [acceptable] through C [questionable]), based on the Mantel-Haenszel Approach’s delta values; and
   1. For constructed-response items:
6. Descriptive statistics (i.e., mean performance, range of responses, and frequency distribution of responses); and
7. Rater consistency/score reliability estimates.

The Contractor shall describe how the NJ summative assessment will be field tested, analyzed, and validated. The Contractor must describe the process for using an embedded item approach for field testing, and the pertinent technical and cost considerations, as well as how this will work in the use of an adaptive testing platform. Note that the goal of the NJDOE is for all tests to use an embedded item design.

In selecting a field test sample, the Contractor shall describe how the following potential stratification variables will be taken into consideration:

1. Geographic area, state participation;
2. Urban, suburban, and rural designation;
3. Gender representation;
4. Racial/ethnic composition;
5. Students with disability designation;
6. Mean student/school achievement;
7. District/school size;
8. Students with limited English designation; and
9. Socio-economic status (participation in free/reduced-price lunch program).

The Contractor shall also describe how ongoing item field testing will happen in Year 1, Year 2, and subsequent years of the Contract. This must be submitted to the SCM within ten (10) Business Days following the PLM.

## TEST DEVELOPMENT

### FORMS CONSTRUCTION

The Contractor shall utilize the following guidance during forms construction.

#### TEST FORM DESIGN

The Contractor shall describe the forms design specifications that it will use to construct New Jersey Assessment Program paper-based Fixed-forms, computer-based Fixed-forms, and the algorithm for generating “forms” for computer adaptive assessments. The Contractor shall also describe how it will ensure that paper-based forms generate comparable results to computer-based forms. The specifications shall ensure:

1. All forms conform with approved New Jersey Assessment Program Test Blueprints;
2. Generate comparable test results within and across administrations;
3. Maintain reporting scales;
4. Accurately differentiate student performance into performance levels; and
5. Include items for field testing.

#### ACCOMODATED FORMS

In addition to standard computer- and paper-based forms, the Contractor shall develop the accommodated forms for all New Jersey Assessment Program assessments listed below:

* 1. For tests taken on computer:
     1. Text-to-speech (mathematics);
     2. Spanish-language and other translated languages as required – with and without text-to-speech;
     3. ASL;
     4. Screen-reader; and
     5. Closed captioned; and
  2. For tests taken on paper:
     1. English paper – standard and large print;
     2. Spanish paper – standard and large print; and
     3. Braille.

##### EQUATING CONSULTANTS (ACCOMODATED FORMS)

In accordance with *Bid Solicitation Section 3.13.8 – Subcontractor Utilization Plan* and *SSTCs Section 5.8 –* *Subcontracting*, the Contractor shall provide at least one (1) independent Equating Consultant or third-party vendor, approved by the SCM, to verify the accommodated forms development. Contractors shall submit a plan for working with these Subcontractors/consultants, inclusive of a budget for their services, by the first day of May each year of the Contract to the SCM; in the first year of the Contract, the Contractor shall provide this plan within 30 Calendar Days of the Project Launch Meeting.

The Contractor must ensure that:

1. The SCM approves the Subcontractor prior to gaining access to NJSLA/NJGPA English language arts and mathematics material. Once approved, the Subcontractor shall have access to all of the documentation, including computer programs, as needed to ensure they are able to thoroughly review the forms;
2. Ensure that the independent consultants or third-party vendor prepares a report regarding the findings and submits the report to the SCM as well as the Contractor;
3. Ensure that the consultants or third-party vendor are available for a phone conference within fifteen (15) Business Days of the report submission for the purpose of allowing the SCM and SCM appointed members of the NJDOE to ask questions concerning the Subcontractor. The Contractor may be part of this meeting, unless the SCM deems it necessary for the meeting to occur with the exclusion of the Contractor.

###### BRAILLE AND LARGE PRINT FORM REVIEW

The Contractor shall be responsible for securing a Subcontractor for the purpose of reviewing all Braille and large print forms. The Contractor shall submit their proposed Subcontractor to the SCM for review and approval at the PLM, and then yearly with the submission of the draft OYS. Should the SCM not approve of the Subcontractor, the Contractor shall have 20 Business Days from that notice to submit another Subcontractor.

The subcontractor will be responsible for, at a minimum:

* + - 1. Reviewing the appropriateness of the translation of the items into Braille;
      2. Review the development of the large print; and
      3. Review the item order compared to the test map to ensure the items are represented in the correct order for both Braille and large print.

###### SCREEN-READER AND TEXT-TO-SPEECH FORM REVIEW

The Contractor shall be responsible for securing a Subcontractor for the purpose of reviewing all screen-reader and text-to-speech forms. The Contractor shall submit their proposed Subcontractor to the SCM for review and approval at the PLM, and then yearly with the submission of the draft Yearly Schedule. Should the SCM not approve of the Subcontractor, the Contractor shall have 20 Business Days from that notice to submit another Subcontractor.

The Subcontractor will be responsible for, at a minimum:

1. Reviewing the appropriateness of the translation of the items via screen-reader and text-to-speech;
2. Review the development of the screen-reader and text-to-speech translations; and
3. Review the item order compared to the test map to ensure the items are represented in the correct order for both screen-reader and text-to-speech.

###### AMERICAN SIGN LANGUAGE (ASL) AND CLOSED CAPTIONED (CC) FROM REVIEW

The Contractor shall be responsible for securing a Subcontractor for the purpose of reviewing all ASL and CC forms. The Contractor shall submit their proposed Subcontractor to the SCM for review and approval at the PLM, and then yearly with the submission of the draft OYS. Should the SCM not approve of the Subcontractor, the Contractor shall have 20 Business Days from that notice to submit another Subcontractor.

The Subcontractor will be responsible for, at a minimum:

1. Reviewing the appropriateness of the translation of the items via ASL and CC;
2. Review the development of the ASL and CC translations; and
3. Review the item order compared to the test map to ensure the items are represented in the correct order for both ASL and CC.

#### FORMS PULLING (CONTENT SELECTION)

The Contractor shall describe how it will pull or select operational test items, linking/equating test items, and field test items for use on New Jersey Assessment Program operational assessments. The description shall address the selection process for paper-based and computer-based Fixed-forms, as well as computer adaptive assessments. Assuming the forms pulling process is automated, the Contractor shall describe the IRT and other information it will use to generate forms that meet blueprint content and various psychometric targets. The description shall also state the capabilities of the system to generate test characteristic curves, test information functions and other psychometric information needed to evaluate the forms and to determine in real time the impact of substituting items on the curves and information functions.

#### FORMS COMPOSITION

The Contractor shall describe its process for composing computer- and paper-based forms and computer adaptive test “forms” as students will view them. Paper-based forms shall be digitally composed for review purposes and once approved, shall result in Camera-Ready files for printing.

The Contractor shall describe the quality control steps it will implement to ensure that the items and Tasks on all forms, as well as other features (e.g., directions) that appear on the forms, are error-free prior to final submission to the NJDOE for review.

### ITEM BANKING SYSTEM

#### INSTANCE OF ITEM BANK FOR THE NJDOE

The Contractor shall create an instance of its item-bank for use by the NJDOE.

The item-banking system shall be used by the NJDOE primarily to access and review the item inventory for each assessment and work with the Contractor to select items for operational assessments and field testing.

The bank shall include content custom-developed for and owned by the NJDOE as well as leased content that the Contractor agrees to include. The Contractor shall describe the terms under which it will allow the NJDOE to include Contractor-owned content used or planned to be used in NJ assessments in its instance of the Item Bank.

#### INFORMATION STORED IN ITEM BANK

The Contractor shall describe any other metadata that should be included in the system.

The Contractor shall create and maintain the following metadata for all New Jersey Assessment Program assessment items, Tasks, and passage sets:

1. Item/Task-identifying information:
2. Item identification number; and
3. Item security status;
4. Item/Task content:
5. Stimulus material (e.g., texts, audio visual);
6. Item stem/prompt;
7. Distractors for selected response;
8. Other response types;
9. Graphics and artwork; and
10. Permissions;
11. Item attributes:
12. Item type;
13. Content classifications;
14. Date approved;
15. Content standard;
16. PLD;
17. DOK;
18. Item status (operational ready, for field testing, other);
19. Enemy items;
20. Word count;
21. Answer key (correct responses and scoring rules);
22. Reporting category;
23. Grade level; and
24. Subject area;
25. Item Administration information:
26. Date field tested;
27. Test-form;
28. Unit (test session);
29. Item-sequence number;
30. Administration type (online or paper-based form); and
31. Administration date;
32. Item statistical information:
33. IRT parameters;
34. Classical statistics;
35. DIF; and
36. Fit;
37. Historical information:
38. Placement by administration; and
39. Item statistics by administration.

#### ITEM BANK MAINTENANCE

The Contractor shall maintain the item-banking system it uses for the New Jersey Assessment Program assessments to ensure it meets the demands of the program throughout the Contract. The Contractor shall provide an Item Bank maintenance plan to the SCM within a timeframe specified by the SCM between 45 and no more than 90 Calendar Days from Contract award that describes the processes it will carry out to:

1. Update metadata after each administration of the New Jersey Assessment Program assessments;
2. Ensure that any revisions to test content are captured in a timely fashion;
3. Ensure old and revised versions of item/Task and metadata associated are maintained;
4. Ensure items that are no longer viable for administration (retired) are archived;
5. Implement upgrades to the system, including upgrades requested by the NJDOE; and
6. Ensure that the bank is protected from unauthorized access.

#### ITEM BANK SECURITY

The Contractor shall provide an Item Bank security plan to the SCM to ensure that the bank is protected from unauthorized access.

#### TEST ITEM SELECTION

The Contractor shall ensure that items with their associated statistics and IRT item parameters be available within the item-banking system for the selection and development of each field test form and each operational administration form.

## PSYCHOMETRICS

The Contractor is responsible for designing and conducting all, but will not be limited to, the activities and deliverables described in this section to help ensure the technical quality of the program and that the NJSLA meets relevant United States Department of Education Peer Review requirements.

### PSYCHOMETRIC, RESEARCH, AND TECHNICAL ACTIVITIES

The Contractor shall describe all psychometric, research, and technical activities planned for this Contract. The Contractor shall present psychometric solutions when administering and reporting both PBT and CBT administrations.

In its psychometric work plan, the Contractor shall describe in detail the psychometric, research, and technical activities for the NJ State summative assessments. This description must discuss all steps in the procedures for each assessment year to conduct the psychometric, research, and technical activities, and must be reflective of the schedule presented earlier in this Bid Solicitation.

Details on the technical characteristics and psychometric procedures for the NJ assessments can be found in the 2019 Technical Report at the following link: <https://files.eric.ed.gov/fulltext/ED604242.pdf>

### OVERVIEW OF REQUIREMENTS FOR PSYCHOMETRIC ANALYSIS OF OPERATIONAL TEST FORMS

Item data from the operational assessments should include appropriate item and Task statistics, distractor and bias sensitivity analysis, and fit for the selected measurement model. The Contractor shall:

1. Describe how it provides for each of these item data components and the method to be used for calculations;
2. Describe its approach to item calibration and any proprietary or third-party software to be employed by the Contractor;
3. Provide details on how items included in the assessment will be analyzed and what, if any, additional psychometric approaches may be needed for this. This includes how items will be calibrated and what criteria are used for including them in the item pool, and how equating will be done, such as by use of a pre-equating model, by post-equating, or by both;
4. Produce a report of recommendations for changes to the future assessments based on operational assessment results. The report shall include item development process revision recommendations, administration materials and process revision recommendations, and an analysis of anchor pools available for future operational testing;
5. Engage in annual psychometric analysis of all assessment data. This analysis shall include:
6. Data cleaning;
7. Classical test theory and item analyses (e.g., P-Values, Point-Biserial Correlations reliability analyses, classification analyses, raw score to scaled scores frequency distributions, etc.);
8. Item Response Theory (IRT) analyses for calibrating and scaling the assessment data, with analyses to support the use of a unidimensional IRT model;
9. Test form equating across years for each grade and course assessment;
10. Analysis of cross-year scale drift;
11. Fairness analyses and DIF;
12. Maintaining the reporting scale; and
13. Development of a new reporting scale (if needed);
14. Provide the State with all appropriate test statistics and information including test information functions, differential item function information, and validity and reliability measures from the field test. Examination of data from the pilot tests and operational assessment must include reliability information, percentages of students in categories, materials used during review, and any other relevant information. A description of the method used for calculating SEM shall also be included;
15. Establish model fit and individual score reliability for the selected scaling procedure. The Contractor shall identify advantages and potential disadvantages of its proposed scaling procedure within its description. Contractors shall indicate which statistics will be used to establish model fit, student-level score reliability, and the success of various item type score combination methods in maintaining the desired score results across years. If the Contractor deems a different methodology is available that is more suitable for use with the data, it will provide a comparability study to the state before being allowed to make any changes to the analytics;
16. Use appropriate statistical procedures to accurately equate the tests and produce raw score to scale score conversion tables. These tables and supporting documentation must be provided to the State for review and approval;
17. Conduct bias, reliability, validity, usefulness studies, and include the data from those studies in the technical reports submitted to the State. Validity studies and supporting psychometric analyses should be conducted annually and ongoing. Issues that may need to be addressed include validity of test scores, linking to previous assessment results, alignment studies, validity of inferences regarding school and district wide performance, etc.;
18. Develop a comprehensive plan and provide details on how they will implement the psychometric and technical studies for the NJ assessments. An example of plans for conducting a variety of psychometric and validity studies is presented below:
    * 1. Possible psychometric and technical studies: The Contractor shall provide a plan on conducting many of the following psychometric studies during the course of the Contract with the NJDOE. All studies must be pre-approved by the NJDOE, along with their proposed costs. Each study will result in a technical report delivered to the NJDOE, as noted in the timelines in numbers 2 to 5 below. The Contractor’s plan shall list what study is being done each year and a budget for the studies shall be included. For example, a number of studies will need to be done in the first year, these are noted below as due during the first year of development and implementation of the new assessments. For the validity studies, the Contractor can plan on conducting one study per year (Years 2-3 of the Contract). Other studies may be optional;
      2. Alignment studies: The Contractor shall conduct alignment studies for all new tests that have changes in their content and/or design. The alignment studies must analyze the relationship and coverage of the NJ State content standards, including the depth and range of knowledge being measured by the new assessments. These are due prior to first administration of the new assessments;
19. Validity check of new items included in Item Bank: The Contractor shall confirm item parameters for any items that were not field tested on NJ students, such as those provided in Item Banks that were calibrated on other samples of students. These items will need to be calibrated again following the first administration of the new tests so that pre-admin and post-admin parameters can be compared to determine whether there are any discrepancies in the parameters prior to reporting of results. These are due immediately after testing is completed in Year 1 of Contract;
20. Standard setting studies: As described in *Bid Solicitation Section 4.12.5 – Standard Setting*, the Contractor shall conduct standard settings for each new test that is developed and administered. These studies will be needed for each grade and subject area, unless no changes have been made to the design and content in the newly developed assessment. A standard setting will also need to be done for the new high school graduation mathematics assessment. A report from the standard setting studies will be due following completion of the test administration and prior to reporting of the results for each of the assessments in Year 1;
21. Validity studies: The Contractor shall propose and conduct one (1) validity study to be conducted each contract year of the Contract. These studies will include:
    * 1. Due at the end of Year 1: Content validity for every new test developed for NJ;
      2. Due at the end of Year 2: Construct validity of new tests. Analyses may include structural equation modeling, factor analysis, or similar approaches that examine the dimensionality and internal structure of the assessments;
      3. Due at the end of Year 3: Consequential validity of inferences made based on test results and studies that investigate the intended and unintended consequences of the state assessment components; and
      4. Due date to be determined: Any additional validity studies required by peer review feedback and federal requirements;
22. Possible comparability studies: The Contractor shall:
    * 1. Provide a plan for providing evidence of the comparability between accommodated and non-accommodated test forms due at the end of Year 1; and
      2. Examine the comparability of online (CBT) and paper (PBT) administration modes, as well as the comparability of adaptive and linear methods of administering the tests online;
23. Possible bridge studies: The NJDOE would like to maintain links to its previous test forms and possibly keep the current reporting scale. The Contractor shall:

Propose a plan for doing bridge studies or other similar types of studies to examine the linkage;

Propose a methodology to determine equivalence (to the extent possible) in the event that the state is obligated to compare the results with the results of earlier assessment in order to report trends;

Propose the proposal for the study to the SCM within 15 Business Days following the PLM;

Provide its plan for conducting the studies necessary to meet all technical requirements of the United States Department of Education’s Peer Review of State Assessment Systems;

Describe its plan for providing the best and most cost-effective studies for meeting this requirement. Included in these studies, the Contractor shall describe in detail how it will conduct studies to verify and support the validity of interpretations drawn from test scores;

Propose its strategy for developing studies that investigate the intended and unintended consequences of the state assessment components. The Contractor shall indicate how the studies will support the State’s response to each element of the Peer Review Guidance;

Provide reports, papers, and other documents that can be used in the State’s submission of peer review evidence to the USED, should this be required in the future;

Provide detailed description for the psychometric model to be used in this section; and

Describe the psychometric software proposed for use to perform the work in this section.

### DIFFERENTIAL ITEM FUNCTIONING (DIF)

Following each field test or operational administration, the Contractor shall conduct DIF analyses to detect possible Item Bias. For example, using the Mantel-Haenszel ApproachDIF analysis. At minimum, the DIF analysis shall be conducted for the following student groups: Hispanic, Caucasian, African-American, Asian racial/ethnic groups, and for each gender, and for ELLand non-ELL groups.

The Contractor shall:

* 1. Include groups such as the economically disadvantaged and others to be determined by the SCM in the DIF analyses if their numbers are large enough, as determined by the SCM.
  2. Include values for items resulting from these analyses in the item-banking system;
  3. Develop a means to provide DIF analyses for writing Tasks;
  4. Analyze changes in DIF values across administrations alongside the NJDOE Content Specialists assigned to the project, the Sensitivity Committee, the Content Committees, and members of the Contractor’s staff deemed appropriate by the SCM; and
  5. Report DIF analyses for common items across two (2) administrations. The Contractor shall immediately advise the NJDOE of substantial DIF in linking items.

### DETAILED ITEM ANALYSIS

The Contractor shall design analyses required to evaluate the quality and performance of all items developed for and/or included on the New Jersey Assessment Program assessments. Following each administration, the Contractor shall provide the NJDOE with a detailed item analysis.

#### PRELIMINARY ITEM ANALYSIS

The Contractor shall ensure that a preliminary item analysis report be prepared prior to the final scoring of the machine-scoreable items. The preliminary item analysis shall include, at a minimum, the following:

1. P-Value that provides the percent correct responses for each item for each item as well as the percent of distractor selection;
2. Point-Biserial Correlation for each item that provides the correlation of the response with total score;
3. Item parameters for each item;
4. Item-Efficiency Analysis that provides the discrimination efficiency levels at each ability level;
5. Distractor Analysis that provides the percentage of distractor selection for at least four (4) different levels of test performance. The levels of performance used in this analysis shall be proposed by the Contractor and reviewed and approved by the SCM and the NJDOE during the initial item development; and

DIF analysis that shows each item’s classification.

In the first year of the Contract, if the Contractor provides the State with a pool of pre-calibrated items for its tests from its Item Bank, it will be necessary to calibrate these items again after they are administered so that the pre-admin and post-admin parameters could be compared to determine whether there are any large discrepancies before reporting the data. The NJDOE wants to ensure the results for the new assessments are valid.  If the analysis picks up any issues, the problematic items may need to be removed from the pool. The Contractor shall describe the process for conducting this special analysis of the item parameters.

The Contractor shall ensure that the report is prepared within 20 Business Days of the last day of make-up testing and submitted to the SCM. If revisions are requested, the Contractor shall submit the edited document to the SCM within five (5) Business Days of receipt of the request for edit.

#### FINAL ITEM ANALYSIS

The Contractor shall provide the SCM with a final item analysis report, which shall include required information in *Bid Solicitation Section 4.12.4.1 – Detailed Item Analysis* to *4.12.4.2 – Final Item Analysis* at a minimum, and also the following:

1. For selected response items, the analysis shall divide the student population into five (5) groups (quintiles) and show the relationship between answer choices and level of performance on the test as a whole;
2. For constructed-response items the analysis shall demonstrate the proportion of students in each total-test performance category achieving each score point; and
3. For all items, the analysis shall indicate the correlation between the item and performance on the relevant reporting category and the total test.

The Contractor shall submit the final item analysis to the NJDOE within 30 Calendar Days after completion.

### STANDARD SETTING

For the NJSLA and NJGPA, standards shall be set for each test at each grade level. The number of cut scores that shall be established for each assessment shall be based on the number of performance levels that are recommended by the Contractor and ultimately accepted by the NJDOE through approval by the SCM. In addition, the standards must correspond with the PLDs as discussed in an earlier section of the Bid Solicitation.

The NJDOE’s current plan is to require standard settings be conducted on all of the assessments, following the first operational administration. The standard setting activities are anticipated to occur in the summer of 2026.

The Contractor’s proposal must clearly state the grades and content areas for which standard setting is required and when it will be done. This might include both when new standard setting, such as when a new instrument is used, would occur, as well as standards validation activities occur, when a new method of administering the same test is implemented - e.g., moving from Fixed-form to some version of a CAT.

The Contractor shall propose a plan to set the standards for each assessment including, at a minimum:

1. Standard setting method;
2. Prepare descriptions of performance levels;
3. Panelist recruitment and selection;
4. Panel sizes and grade spans covered;
5. Panelist training;
6. Standard setting meeting agenda;
7. Post-standard setting review; and
8. A presentation of the comprehensive report to the NJDOE.

The plan shall include empaneling a committee of people from the State representing relevant constituencies. The plan shall be submitted to the SCM within a timeframe specified by the SCM between 45 and no more than 90 Calendar Days from Contract award. If the SCM requests edits to the plan, the Contractor shall submit to the SCM within ten (10) Business Days, the edited document. The standards shall be set within 60 days after the first operational spring assessment for all newly developed assessments at all grades. Results shall not be reported until the standards are set and approved by the NJDOE as confirmed by the SCM.

More details on the procedures to be used for standard setting are provided below. Contractors must address all requirements in their proposals.

#### REQUIREMENTS FOR SETTING STATE’S PERFORMANCE STANDARDS AND CUT SCORES

If a new scale is needed for reporting the summative assessment results, the Contractor will work with the NJDOE to develop the new scale and propose procedures to translate the standards based on the new assessment design to be implemented in 2025-2026 or a later year of the Contract. The NJDOE does not expect the scale to change unless the standards and test items have changed dramatically.

The Contractor shall propose and facilitate with the NJDOE a standard setting process to establish cut-points for English language arts (grades 3-9 English language arts in reading, writing, and overall), and mathematics (grades 3-8 mathematics and EOC assessments), as well as the high school graduation assessment. The specific process should yield PLDs for each content area and grade level. If a standard validation process is determined to be necessary. The Contractor should propose a standards validation process as well

The proposal for the standard setting process mentioned above shall include a broad, collaborative advisory process involving teachers at relevant grade levels with specific expertise (Special Education, Multilingual Learners, etc.) and from every part of the State, for instance, educators representing the greatest possible number of counties. The Contractor is encouraged to propose multiple methods of involving teachers to ensure broad participation.

The Contractor will propose a design and conduct standard setting studies as appropriate and necessary. Performance (achievement) standards will need to be set for all new tests. The Contractor shall describe the standard settings that are needed and provide details regarding rationale, methodology, and timing. The Contractor shall be responsible for all costs of materials and staff support necessary to conduct the studies, complete appropriate analyses, and document the results in a comprehensive report. The NJDOE will recruit panelists to serve on the Standard Setting Committees.

The proposal shall include a detailed description of the process to be used to establish standards and PLDs. The plan should include but not be limited to the following:

1. Details for all proposed meetings and workshops, including timelines, participants, and psychometric services assuming nominations and initial recruitment is completed by the NJDOE;
2. Proposed methodologies and justification for selection;
3. Formalization of PLDs collaboratively with the NJDOE; and
4. Details and examples of proposed standards structure and reporting.

The Contractor shall work collaboratively with the State to develop PLDs. The PLDs will inform the remaining standard setting activities by describing the specific knowledge, skills, and processes that students just entering each achievement level will demonstrate.

The Contractor will design and implement a standard setting workshop with state educators. All technically sound standard setting methodologies will be considered (item mapping, Modified Angoff, Bookmark method, etc.). The Contractor’s standard setting process must be framed around the PLDs. If needed, the standard setting design must consider the vertical articulation of recommended cut points across grade levels. The Contractor will present plans for a full standard setting and for a cut score review, including the potential advantages and disadvantages of each. The Contractor’s plan must allow for the revision of the PLDs given the final recommended cut points.

Following standard setting, the Contractor will present the NJDOE with recommended cut points and impact data, along with suggested revisions to the PLDs. Additionally, the Contractor will develop a technical report of the standard setting that describes the implementation of the standard setting workshop. The Contractor will provide the state with an initial draft of the technical report within ten (10) Business Days of the workshop. The Contractor will provide the NJDOE with a final technical report within ten (10) Business Days of receiving State feedback on the initial technical report. The vendor’s standard setting technical report must meet the recommendations of the current American Psychological Association/American Educational Research Association/National Council on Measurement Standards, as well as United States Department of Education Peer Review Guidelines (<https://oese.ed.gov/files/2020/07/assessmentpeerreview.pdf> ).

In addition to the Contractor setting standards for the summative assessments, the NJDOE will need to have separate cut scores determined for the high school summative tests that may be used for graduation purposes. This standard setting will be conducted separately from the ones described for grades 3-9 and 11 English language arts and 3-8, algebra I, geometry, and algebra II for mathematics. This cut, to be used solely for pass-fail decisions, will be different than the other levels with the passing point based on a foundational standard that measures the basic skills and critical content knowledge a student must have in order to graduate from high school. There may be a third level for those students close to passing at the recommendation of the Contractor. The NJDOE is open to any and all solutions that may provide the most appropriate cut scores for use in graduations decisions. The vendor needs to propose an approach that will result in appropriate pass/fail cuts for these tests.

### SCALING AND EQUATING

#### TECHNICAL SPECIFICATIONS FOR SCALING AND EQUATING – OVERVIEW

For each of the proposed assessments (ELA grades 3-9; mathematics assessments grades 3-8; course assessments for algebra I, algebra II, geometry; and the high school graduation assessment), the Contractor shall provide evidence that the proposed instrument(s) meet psychometric standards of reliability, validity, and are appropriate for the target population and purposes for which the tests will be used, including the following:

1. Technical properties of underlying scales for the state summative assessments;
2. Descriptions of underlying scaling procedures, including, at a minimum:
3. Psychometric modeling, equating procedures, and item analyses (classical or IRTs);
4. Processes used to account for different grade levels of test takers;
5. Score reliability data and associated SEMs in scale score units; and
6. The inclusion of accommodated forms in establishing scales;
7. Equating procedures across test forms within a year and across year-to-year administrations; and
8. Equating procedures across non-accommodated and accommodated forms.

**Note:** The general psychometric requirements as listed in this Bid Solicitation apply to both the NJSLA and NJGPA.

#### SCALING REQUIREMENTS

The Contractor shall propose and implement a scaling procedure resulting in scaled scores to be used for calculating student achievement and assigning standards-based performance levels to the summative assessments. Procedures proposed by the Contractor should be logistical, but shall be established in conjunction with the NJDOE. It is desirable to use the most parsimonious approach that yields defensible scores and to use, to the extent possible, the same procedure in all content areas and grade levels where assessments are administered. The Contractor’s proposal shall identify the rationale, advantages and potential disadvantages of the proposed scaling procedure(s).

For the selected scaling procedure, it will be necessary to establish model fit and individual score reliability. For the content areas of English language arts reading, writing, and mathematics, individual scores should be suitably reliable for reporting to the parents of students at every grade level. The Contractor shall document model fit and student score reliability estimates annually, formatted as a chapter of the State test technical report, with a printed and electronic copy in Microsoft Word, delivered within four (4) weeks of providing student theta files to the NJDOE.

A single scaled score shall be derived for the combination of each student’s performance on multiple-choice, multiple-select, short answer, and extended response items. The Contractor’s proposal for scaling procedures shall include a description of how the item types will contribute to the total score.

The Contractor’s proposal should indicate the statistics that will be presented to document model fit, student-level score reliability, and the success of multiple-choice/multiple-select/short answer/extended response score combination methods in maintaining the desired score results across years. Proposals should also indicate precisely how the comparability of scale scores assigned to each form administered in a particular year will be established.

#### EQUATING REQUIREMENTS

The Contractor shall meet the following equating requirements:

* + - 1. Beginning with the 2025-2026 statewide administration, provide a means of embedding a block of linking items in the operation form of each component to equate the various accommodation forms of the test;
      2. Propose an approach to evaluate comparability among different forms (i.e., online form versus accommodation form) when there are enough students in both groups to perform the study (including the threshold for adequate group size and criteria for recommending any adjustment for different forms);
      3. Propose two (2) different methods of IRT equating, assuming CAT delivery of assessments. The Contractor shall provide a plan for using a pre-equating approach with the CAT. The Contractor shall also conduct post equating checks with both methods for examining item drift and changes in item fit;
      4. Include a description of the steps that will be taken to ensure the accuracy of equating results;
      5. Ensure the proposal indicates the methodology that will be used to equate test scores across years. All tests will need to be equated each year. Several options for equating can be proposed by the Contractor. These options should be detailed and include applicable quality assurance steps throughout the equating process;
      6. As noted earlier, the policy decision about whether or not to link the current scale scores to the new scale scores has not been made. The Contractor’s proposal should include an option to make such a link. However, the link to previous scales should not constrain the Contractor’s proposal. **Note:** The NJDOE wishes to keep the current reporting scale if possible and will work with the Contractor on decisions about possibly linking it and continuing to report trends depending on changes to the standards and the assessments.

The Contractor shall indicate what analyses shall be undertaken to detect year-to-year differences in scoring of open-response questions used in equating; adjust for identified differences in scoring; identify and adjust for unusual patterns of multiple-choice and open-response results suggestive of a breach of test security; assure accuracy of results and correct implementation of procedure; and estimate errors of equating. The Contractor should indicate how the procedures followed and analyses conducted shall differ from past practice indicated in the NJ Technical Reports from 2023 and earlier.

#### EQUATING CONSULTANTS (EQUATING RESULTS)

In accordance with *Bid Solicitation Section 3.13.8 – Subcontractor Utilization Plan* and *SSTCs Section 5.8 – Subcontracting*, the Contractor shall provide at least two (2) independent Equating Consultants to verify the calibration, scoring, and equating results. Currently, the NJDOE uses independent 3rd party Subcontractors/consultants to conduct equating check/verification of test results done by their vendor.The NJDOE wishes to continue with this approach in the future. Contractors will need to include a plan for working with these Subcontractors/consultants in their proposal and a budget for their services.

The Contractor must ensure that:

1. The SCM approves the Subcontractor prior to gaining access to NJSLA/NJGPA English language arts and mathematics material. Once approved, the Subcontractor shall have access to all of the documentation, including computer programs, for the equating procedures that are used, along with a record of all of the output that is the basis for the equating. Records of all data samples, calculations, and results are to be available for this review and it should be possible for the expert to replicate the equating procedures;
2. Ensure that the independent Equating Consultants prepare a report regarding the findings and submit the report to the SCM as well as the Contractor as agreed upon in the operational year schedule; and
3. Ensure that the Equating Consultants are available for a phone conference within fifteen (15) Business Days of the report submission for the purpose of allowing the SCM and SCM appointed members of the NJDOE to ask questions of the Subcontractor. The Contractor may be part of this meeting, unless the SCM deems it necessary for the meeting to occur with the exclusion of the Contractor.

**Note:** For budgeting purposes, this process historically has taken a minimum of fifteen (15) Business Days for the independent consultants to review the information.

### ANALYSIS OF TEST RESULTS

Following each stand-alone field test and operational administration, the Contractor shall conduct analyses of the test results to determine the quality of scores for each assessment. Analyses shall, at a minimum, include:

1. Classical and IRT measures of reliability and standard errors for total scores and sub scores for each reporting category;
2. Analysis of model fit;
3. Analyses of item local dependence;
4. Analyses of ICCs;
5. Analysis of test information functions;
6. Analyses of the reliability of classification decisions in relation to NJSLA/NJGPA pass/fail or proficient/not yet proficient classifications;
7. Reliability and standard errors of group mean scores and classifications of students by group;
8. Standard reliability and validity measures of constructed-response scoring;
9. Data in order to display, review, and compare total score and sub-score distributions (for each reporting category) for total and sub-populations across all Contract years, including extensions. **Note**: More information on reliability and validity studies are included below in the *Bid Solicitation Section 4.12.8 – Establishing Technical Adequacy – Reliability, Validity, and Comparability*;
10. Validity of individual and group scores, hand scoring validity, and at minimum, one (1) type of the following validity studies approved by the SCM:
    1. Consequential;
    2. Content;
    3. Predictive; and/or
    4. Construct (see more details on validity studies below);

Additionally, the Contractor shall:

1. Following each test administration, evaluate the characteristics of administered test items and compare to pretest characteristics;
2. Utilizing new calibration, scaling, and equating software, conduct studies using existing data to demonstrate the equivalence of calibration, scaling results, and cut scores;
3. Recommend specific models(s) and software packages for item calibration and scaling and a rationale for the recommendation. A written report of the results of this investigation shall be presented to the NJDOE;
4. Provide value-added measures for each reporting category; and
5. Evaluate the technical feasibility to maintain a trendline between current NJ State assessment and New Jersey Assessment Program assessments (may include an anchored item block from current NJ State assessment) and propose empirical methods of establishing and validating trends.

The Contractor shall submit the results of the analyses and studies listed in *Bid Solicitation Section 4.12.7 – Analysis of Test Results* to the NJDOE as established by the OYS. These results also shall be included in the Technical Report (refer to *Bid Solicitation Section 4.13.9.1 – Technical Report*).

### ESTABLISHING TECHNICAL ADEQUACY – RELIABILITY, VALIDITY, AND COMPARABILITY

#### RELIABILITY

The Contractor shall be responsible for establishing and documenting evidence of the reliability of test scores for the summative State assessments. Evidence of test score reliability shall include, but not necessarily be limited to, internal consistency of total scores and sub-scores and SEM.

The Contractor shall provide a detailed plan for how it expects to complete all work associated with this Task, including descriptions of designs for reliability studies, plans for conducting proposed studies, timelines, analyses to be conducted, statistics and reports to be provided, and the supporting rationale for the proposed design(s). This plan shall be submitted to the SCM within 120 Calendar Days of the Contract award.

The Contractor shall include the following evidence for reliability:

1. Analyses of SEMs and conditional SEMs for the total tested population and all subgroups;
2. Analysis of classification accuracy based on cut scores established in standard setting as required herein;
3. Analyses of domain score reliability;
4. Evidence that the tests measure the full performance continuum (e.g., analysis of frequency distributions at each score point); and
5. Studies of comparability across test forms (e.g., Braille, large print, and printed test accommodations).

#### VALIDITY

The Contractor shall design and implement a comprehensive research plan, commensurate with the requirements of the American Psychological Association/American Educational Research Association/National Council on Measurement Standards and the United States Department of Education Peer Review guidance, in support of the validity of the State assessments. The Contractor’s research plan will be presented to the state for approval prior to implementation of any research activities.

At a minimum, the Contractor’s research plan must include the following evidence for validity:

* 1. Studies of construct validity and the relationship of the state assessment with other measures of similar constructs;
  2. Analyses of content validity and the internal structure of the assessments, including dimensionality studies, and analyses of the relationships among sub-scores or domains within each test;
  3. Studies that show that the assessments are reflective of the cognitive complexity represented in the academic content standards;
  4. Evaluations of the fairness of the state assessments, including but not necessarily limited to DIF for the total student population and all subgroups; and
  5. If the NJDOE is required to submit validity evidence to the United States Department of Education, the Contractor shall provide evidence that meet the requirements in Critical Elements 3.1 – 3.4 of the United States Department of Education Federal Peer Review, and/or a detailed plan on how this validity evidence will be gathered in future years.

#### ESTABLISHING COMPARABILITY

The Contractor must provide its plan for providing evidence of comparability between accommodated and non-accommodated test forms, as well as between online (CBT) and paper (PBT) administration modes. Any advice the Contractor can provide for a transition to the use of CATs instead of linear online assessments in 2026 or later and any comparability issues would be welcome.

Additionally, the Contractor shall:

1. As noted in *Bid Solicitation Section 4.12.6.2 – Scaling Requirements*, propose the equating and scaling methodology to be used for NJSLA/NJGPA, especially if the State decides that it wants to perform equatings that maintain links to previous test forms and maintain the current reporting scale;
2. Propose a plan for doing bridge studies; and
3. Propose a methodology to determine equivalence (to the extent possible) in the event that the State is obligated to compare the results with the results of earlier assessment.

### QUALITY CONTROL SAMPLE (EACH ASSESSMENT)

The Contractor shall ensure the quality control sample meets the following requirements for each assessment:

1. Arrange an early processing and scoring of data:
   1. Incudes representation from each of the categories in the list below:
   2. Regular districts;
   3. Charter school(s) and/or Renaissance school(s) at each grade level;
   4. Up to three (3) special districts or State facilities; and
   5. For any school administering the alternate test due to a security breach of testing material or testing irregularity;
2. Ensure that the sample includes accommodated test forms such as Spanish-language, Braille, and large print test takers as appropriate;
3. Score the student responses from the schools selected for the quality control sample; and
4. Generate all of the files and reports. These files and reports shall then be verified independently by the Contractor and the NJDOE. The Contractor shall allow and budget for four (4) staff members from the NJDOE to check these responses and reports over, up to two (2) five (5) day periods at the Contractor’s facility, if necessary, where the reports are generated.

### VERIFICATION OF SCORES

For each assessment administration, the Contractor shall:

1. Identify each student whose score is:
   * 1. One (1) raw score point below the value that signifies that the student passed; and
     2. Totals zero points on the writing prompts of the English language arts assessment;
2. Ensure that it rescores the CRIs for the affected student(s) in part A above;
3. Ensure that verification of scores be completed before reports are printed. If any writing Task scoring changes are called for, the student's score shall be recalculated before results for the test administration are released; and
4. Provide the SCM with a list of the State Identification (SID) number of all students whose answer documents were verified, each student's school and district, and his/her raw scores before and after the verification scoring. This report shall be provided to the SCM at least ten (10) Business Days before the first results are released to the districts. If SCM requests, the Contractor shall also manually verify up to 100 additional students answer folders after each administration.

### ADDITIONAL TEST SECURITY SERVICES – DATA FORENSICS AND WEB MONITORING

#### DATA FORENSICS: TESTING IRREGULARITY DETECTION REPORT PLAN

The Contractor’s test delivery, scoring, and other systems shall capture and store appropriate test response data elements to ensure the data forensic detection statistics, detailed below in Table 10, may run after each test administration:

**Table 10:   
Detection Statistics**

| **Possible test security breach** | **Detection statistics** |
| --- | --- |
| Examinees who share answers, teachers or proctors who disclose the actual test questions, or proxy-test taking. | Pairs or groups of tests on which students’ responses are extremely similar (i.e., large numbers of identical answers). |
| Illicit use of stolen test questions also known as “braindump” materials. | Clusters of similar test instances and association counts for detecting membership in “gangs of cheaters.” |
| Test content that may have been exposed prior to giving the test. | Counts of identical tests or perfect tests. Also, unusual score differences between previously published items and new “field test” items that have not be published before. |
| Examinees who may have been coached or received unauthorized assistance. | Inconsistent response patterns, as measured by response aberrance (e.g., answering difficult questions correctly and missing easy questions). Analysis of gain scores may also identify examinees who received unauthorized assistance. |
| Examinees who may have worked together and/or communicated with each other during the exam. | Analysis of response time stamps when the tests are given by computer can determine whether a pair of examinees have worked in a synchronous manner. |
| Coaching of actual test content. | Examinees with unusual gain scores (for detecting possible gains that are artificial). Requires prior year test scores or scores from other tests that correlate highly with the test results being analyzed. |
| Disclosure of actual test content by a teacher, instructor, or on the Internet. | Inconsistent use of time in responding to items or answering questions in unusually short time intervals. The analysis is only available if the response times are collected (usually through computer-based testing [CBT]). |
| Inappropriate tampering of test materials, or inappropriate direction during testing. | High numbers of wrong-to-right erasures on paper and pencil tests. The analog for CBT is an analysis of answer changes from wrong to right. |

The Contractor shall:

1. Score Invalidations and Cancellations: Send results from each DF analysis to the NJDOE for review, recommendations, and approval to proceed. A tight turn-around is necessary to meet scoring and reporting deadlines following each administration of the tests. The Contractor will work with the NJDOE to establish procedures for flagging identified scores with an invalidation status based on the data forensic analyses following each administration;
2. Interpretative Report: After the last test administration each year, the Contractor shall provide a detailed interpretative report that details the findings of Academic Year’s data forensic analyses. This report will highlight and detail statistical irregularities in a manner that supports improvements for the NJDOE’s ongoing test security processes;
3. Prepare and submit to the SCM a ‘Data Forensics: Testing Irregularity Detection Report Plan’ which describes the Contractor’s process for:
   * + 1. Identifying testing time;
       2. Building/site, school or district-wide anomalies indicative of possible cheating by students,
       3. Prior exposure of test items; and
       4. Collusion, or interference by district staff; and present the results of this analysis in a written report;
4. Submit edited documents from *Bid Solicitation Section 4.12.11.1 – Data Forensics: Testing Irregularity Detection Report Plan,* parts A-C, to the SCM within five (5) Business Days of the receipt of the SCM’s request for edits;
5. Ensure that the ‘Data Forensics: Testing Irregularity Detection Report Plan’ includes (but is not limited to) the following analyses for both online and paper and pencil tests, as appropriate:
6. Similarity analysis;
7. Unusual score changes;
8. Aberrant responses analysis; and
9. Answer change/erasure analyses;
10. Describe the groups (as appropriate) of analysis will be conducted; and
11. Provide a plan to detect statistical anomalies on the CRIs. This plan shall be submitted to the SCM at least two (2) months before the performance of any assessment.

#### FINAL DATA FORENSICS: TESTING IRREGULARITY DETECTION REPORT

Upon receiving approval of the ‘Data Forensics: Testing Irregularity Detection Report Plan’, the Contractor shall prepare and submit the ‘Final Data Forensics: Testing Irregularity Detection Report’ to the SCM no later than two (2) months after the administration of each assessment for each grade level.

The Contractor shall provide the SCM with support for additional data requests if the SCM determines further investigation into a school or district is warranted. The Contractor shall provide all additional data requests, including analysis, within fifteen (15) Business Days of the request.

#### ONGOING WEB MONITORING – BEFORE, DURING, AND AFTER TEST ADMINISTRATIONS

The Contractor shall monitor social media (e.g., Facebook, X, Snapchat, and Instagram) and the Internet for possible security breaches regarding item exposure and or test item content. The Contractor shall provide web monitoring services to help ensure that sensitive test information is not disclosed or at risk of disclosure through websites, peer-to-peer servers, social media, and other Online channels. Contractor will monitor English language websites and searchable discussion forums for the disclosure of the NJDOE’s protected test content and proxy testing solicitations, and will deliver weekly updates that detail the threats that have been identified and/or monitored. Each update will:

1. Identify and classify each reported Internet risk as CLEARED, ELEVATED, OR SEVERE;
2. Track changes in risk status;
3. Report web traffic statistics for high-level risks (SEVERE); and
4. Create a cloud-based archive of verified SEVERE risks, with URLs and other mutually-agreed upon details of infringing content.

##### DURATION OF WEB MONITORING

The Contractor shall provide these services for a six (6)-week period around each test administration window. It is anticipated that the monitoring will last one (1) week prior to each administration, four (4) weeks during the administration, and one (1) week after each administration during every Contract year.

## REPORTING

For each administration, the Contractor shall meet the following reporting requirements:

1. Provide reports and data files to schools, districts, and the NJDOE for the use of students, parents, educators and the public, with data aggregated in various ways;
2. Ensure reports provide numeric, verbal, and graphic presentations of assessment results that effectively communicate with intended audiences, including students, teachers, parents, and the general public. Reports shall also reflect areas of strength as well as areas that need to be targeted for instruction;
3. Ensure all the reports produced by the Contractor are user friendly, available in electronic format that is accessible via the internet, and is accessible to users of assistive technology (as applicable);
4. Produce reports in both a text version and a video format;
5. Provide a plan to produce the reports (both text version and the video format) in English as well as four (4) additional languages which will be determined yearly by the SCM; and
6. Provide a plan to produce a dynamic reporting dashboard.

The specific reports that shall be provided and their requirements are listed in the following subsections.

Liquidated damages may apply if:

* 1. The score reports are delivered later than the established date in the operational yearly schedule should the cause of the delay be determined that is was the fault of the Contractor; or
  2. It is found the reports contain errors in score validity such as inaccurate item scores, inaccurate scale scores, and/or inaccurate performance levels.

### REPORT SPECIFICATIONS

The Contractor shall:

1. Adhere to the following reporting specifications:
   * 1. Design a series of reports of each assessment’s results in consultation with SCM and State educators;
     2. Suggest formats for the reports;
     3. Work in conjunction with the SCM to develop easy to read reports for parents, teachers, educators, and the public; and
     4. Ensure that all wording and formatting of all final reports is approved by the SCM;
2. Draft specifications for each report that include, at a minimum:
3. A description of the report;
4. How the data on each report are generated;
5. In which release was the report included;
6. The recipients of the report with the number of copies received (if applicable); and
7. A sample of the report;
8. Based on the SCM's critique of the specifications, the Contractor shall provide the SCM a final copy of the specifications, with a sample of each report The Contractor shall update the specifications for each administration and provide a copy to the SCM;
9. Ensure all reports designated for the State, districts, public schools, charter schools and Renaissance schools are organized by the name of the organization to which it applies and sent to the CSA or his/her designee;
10. Within ten (10) Business Days prior to the release of the aggregate reports, up to five (5) NJDOE personnel will check all report components in final form to ensure the correctness of data and the reporting program. The process will require no more than five (5) Business Days. The Contractor shall cover all costs of the visit including not limited to meals, travel expenses, and lodging. An additional meeting to do preliminary work checking draft score reports shall be scheduled approximately 25 Business Days prior to the release of individual reports. The Contractor shall cover all costs of the preliminary meeting;
11. For each administration, the Contractor shall also supply the SCM with a Windows compatible CD, or USB drive if requested by the SCM, containing data aggregated by content area for each school, district and the State. Data may be aggregated by other variables as specified by State and federal reporting requirements. The SCM shall select data elements for the reports provided to schools and districts and the Contractor shall draft a format for this file. The SCM shall revise as necessary due to changes in the program from administration to administration;
12. All reports listed in *Bid Solicitation Section 4.13.2 – Cycle I and Cycle II Reporting*, shall be generated for each of the following groups of students as applicable:
13. General education students;
14. Special education students;
15. Multilingual learner students, including former multilingual learner students up to four (4) years post- multilingual learner;
16. All students tested; and
17. Additional demographic categories as specified by federal and State reporting requirements.

**Note:** Students are classified into these groups based on information provided in SID files or on the answer folder; and

1. Ensure that recipients receive reports only for their own organizations.

#### DATA FILES

The Contractor shall generate three (3) data files:

1. State student results file with all students tested;
2. A district and school student results file for each district, charter school and/or Renaissance school with its students’ scores; and
3. A school student results file for each school, charter school and/or Renaissance school with its students’ scores.

Additionally, the Contractor shall adhere to the following criteria:

1. Verify the accuracy and consistency of all student-level data on these files before submitting each file to the SCM. This shall include, but not be limited to, the following:
   * 1. Ensuring that all codes used on the final file are valid;
     2. That all item scores for multiple-choice items are scored accurately based on the students’ answers shown on the file;
     3. That all raw scores are aggregated correctly; and
     4. That Braille students are coded correctly;
2. Before providing a data file to the SCM, the Contractor shall develop a systematic way to check and independently verify all data files for consistency and accuracy in the report. The Contractor shall make changes to the report system as required and deemed appropriate by the SCM. The SCM may specify variables and field lengths for all files and may perform any quality control of the data in these files, as needed;
3. Provide a proposal and justification for how many Business Days the finalized data files will be provided to the NJDOE, following the closure of the testing window.

### CYCLE I AND CYCLE II REPORTING

The Contractor shall report the results of the assessment in two (2) phases: (1) Cycle I (Each Assessment – Individual Reporting) and (2) Cycle II – Aggregate Reporting.  The report shall meet accessibility requirements for individuals with disabilities.

The Contractor shall ensure that Cycle I reporting at school, district, and state levels include, but is not limited to:

1. Individual student reports (including student growth);
2. Student rosters; and
3. School and district roster summary reports.

The Contractor shall make available to NJDOE personnel identified by the SCM, Cycle I reports to review. In addition, the Contractor shall distribute individual reports to schools and districts.  Cycle II reporting at school, district, and state level shall include but not be limited to:

1. Aggregate score reports, including federally required subgroups;
2. Summary reports by reporting category;
3. Item analysis report;
4. State Summary Report; and
5. Score interpretation manual. The manual is a combination of Cycle I and Cycle II manual.

#### CYCLE I REPORTING (ALL SCHOOL AND DISTRICT/CHARTER/RENAISSANCE SCHOOL ASSESSMENTS)

In the first phase, individual student reports for each assessment, student rosters, school and district roster summaries, and school and district summary reports along with a downloadable student level data file shall be released to school districts by a date approved by the SCM each year for the spring administration.

The SCM shall approve all report forms.  Samples of the report materials may be found at: <https://nj>.mypearsonsupport.com/ForEducator/

##### INDIVIDUAL STUDENT REPORT

The Contractor shall prepare individual student reports to be duplicated or triplicated as follows:

1. One (1) for the student (as appropriate in English or one of the other four (4) designated languages);
2. One (1) for the school district, charter school or Renaissance school (English version); and
3. One (1) for any receiving school (English version) into which a Special Education student was placed to receive instructional services.

The Contractor shall ensure each report includes, but is not limited to:

1. Student’s performance in each reporting category and for the total test;
2. An indication of the performance level the student was in for the overall test and for each reporting category (if applicable) and growth from the previous year;
3. Each student’s name, unique SID identification number to be used on all individual student reports, students’ stickers, and rosters, date of birth, grade level, as well as relevant student identification information such as Special Education (SE), multilingual learner status, etc.; and
4. Include a pre­printed section that includesinformation on how to read and interpret the results.

If requested, the Contractor should have the ability to provide ISRs in an alternate language identified by SCM.

##### STUDENT ROSTERS

The Contractor shall prepare a roster for each assessment. The rosters shall provide all the information that appears on the ISR with all registered students listed alphabetically. The roster shall include students who had their assessment voided or was classified as a student who was not tested.

##### SCHOOL AND DISTRICT ROSTER SUMMARY REPORTS

The Contractor shall prepare and submit to the SCM by a date agreed upon at the planning meeting, a school level and a district level summary report for each assessment. The reports shall include, but not be limited to:

1. The number and percent of students at each performance level;
2. The number and percent of students at or above the State standard;
3. The number and percent who received voids, were not present or not scored;
4. Other information summarized on this report shall include at least the following: mean scale score, standard deviation, scale score distribution, and performance summary on the reporting category;
5. An indicator of student growth; and
6. For each assessment, a total school population count, information related to the actual number of students participating in the current test administration, and counts for the various reasons students did not participate, including, for example, federally mandated reasons.

##### REPORT REVIEW BY NJDOE PERSONNEL

The Contractor shall adhere to the following report review criteria:

1. Ensure that a meeting to complete preliminary work checking draft score reports shall be scheduled approximately 25 Business Days prior to the release of individual reports. This preliminary meeting shall require five (5) Business Days. The Contractor shall cover all costs including, at a minimum, meals, travel expenses, and lodging, as needed of the preliminary meeting; and
2. Ensure that, no more than ten (10) Business Days prior to the release of the individual reports, as many as four (4) NJDOE personnel will check all report components in their final draft to ensure the correctness of data and the reporting program, done at the Contractor’s site, where necessary. The process will be no more than five (5) Business Days. The Contractor shall cover all costs including, at a minimum, meals, travel expenses, and lodging, as needed.

##### DISTRIBUTION OF CYCLE I REPORTS

The Contractor shall ship the ISRs to each district’s CSA in the time window approved by the SCM. The distribution of the ISRs shall appear as a work event in the yearly schedule and work plan. The Contractor shall release all other reports via a secure website.

#### CYCLE II REPORTING – AGGREGATE REPORTS

In the second phase of reports, the Contractor shall include district and school summary reports, and State performance breakdowns, as well as other aggregate reports as specified by State and federal reporting requirements. The Contractor shall provide these aggregate reports as soon as possible but within thirty (30) Business Days after the last day of the test administration in the spring. All forms shall meet accessibility requirements for individuals with disabilities and shall be submitted to the SCM for final approval.

Samples of the report materials can be found at:

<https://nj.mypearsonsupport.com/resources/reporting/NJSLA_Score_Interpretation_Guide_Spring2022.pdf>.

##### AGGREGATE SCORE REPORTS

Aggregate Reporting shall include aggregate score reports for each assessment including school, district, and State information. Each of these aggregate reports shall include at a minimum:

1. Number and percent of students in each performance level for the overall test and for each reporting category;
2. Mean scale score; and
3. Include the number and percentage of eligible students from each school who were tested, along with their summary performance data. The Contractor shall ensure that the aggregate score reports on the State and district levels be prepared summarizing general education and federally mandated populations, including Special Education (SE), multilingual learner (current and former), and other federally mandated categories.

##### DISTRIBUTION OF CYCLE II REPORTS

The Contractor shall adhere to the following distribution criteria:

1. Each aggregate report shall be released to each school district, charter school, Renaissance school, county office (showing only the schools in the county), and to the NJDOE;
2. State level aggregate reports shall be made available only to the SCM at a date to be determined at a Planning Meeting in which a master schedule is drawn;
3. The Contractor shall have the finalized score reports sent to the school districts by a date approved by the SCM of each year; and
4. The Contractor shall ensure that reports are released to each district's CSA via a secure website.

##### STATE SUMMARY DATA FILE

Each year, the Contractor shall meet the following requirements for the State Summary data file:

1. Produce a state summary downloadable data file that contains, at a minimum, the number and percent of General Education, Multilingual Learner (current and former), Special Education students, demographic categories, and other State and federally required student reporting categories that currently exist, or are required during the time span of this Contract;
2. Provide both reports unsuppressed and suppressed to protect confidentiality, for each school, each district and the State, based on the SCM’s specification;
3. Provide two (2) CDs of the final report to the SCM by a date approved by the SCM and listed on the OYS; and
4. Provide, if the SCM request revisions, the revised document within five (5) Business Days of the original request.

### SCORE INTERPRETATION MANUAL

The Contractor shall produce a score interpretation manual to assist in interpreting the reports described *in Bid Solicitation Section 4.13.2 – Cycle I and Cycle II Reporting* to *4.13.2.2.2 – Distribution of Cycle II Reports*. The comprehensive interpretive guides shall be developed for use by parents, educators, schools and districts. The manual is due to the SCM by the date specified and agreed upon by the Contractor and SCM and is included in the OYS. The Contractor shall budget time for SCM review and the Contractor’s edits to this document when proposing the due date. The manual shall be made available on the Contractor’s assessment website.

This document shall include, at a minimum, information about:

1. Reviewing and understanding each of the test reports;
2. Effective use of test results by schools and parents;
3. Frequently asked questions, glossary, rubrics and PLDs:
4. E.g. The nature of proficiency levels, scale scores, raw scores, and standard error of measurement; and
5. Maintaining test security and student confidentiality.

### CONSTRUCTED RESPONSE ITEMS (CRIS) SCORING PROCEDURES ELECTRONIC MANUAL

The Contractor shall meet the following requirements for the manual describing the procedures used to score students’ constructed-response items:

1. Each year, by a date specified in the OYS and agreed upon by the SCM, the Contractor shall produce the manual;
2. The manual shall describe the method used to score the items and shall contain annotated samples of actual student responses for each score point of the rubric for each item;
3. Make the selection of sample responses in consultation with the SCM;
4. Develop annotations to accompany each student response;
5. Prepare this manual for the SCM, county offices and for all school districts, charter and Renaissance schools, and contracted private schools in which tests were administered; and
6. The manual shall be made available via download from the Contractor’s website.

### DISSEMINATION OF REPORTS

After all answer folders have been scored, the Contractor shall generate the final State Student Results File and NJDOE's final reports. After the Contractor checks this file and the reports, the Contractor shall provide the SCM the file and reports to be independently checked. The SCM shall provide approval before reports are released.

The Contractor shall adhere to the following dissemination criteria:

1. Release reports to the SCM, school districts, and county offices specified within each report specification. This shall take place within the schedule established in the OYS;
2. Deliver data file CDs to the SCM, as well as printed individual score reports to the appropriate Superintendents or charter/Renaissance school Chief Administrative Officers, and other regional offices, as needed. Delivery shall be made by a common carrier approved by the SCM. The Contractor shall produce a receipt of delivery for each district. The Contractor shall submit a summary of the receipts to the SCM that includes a report of the date of receipt of the delivery for each recipient;
3. Transmit non-printed reports via a secure website to the SCM, as well as the appropriate Executive County Superintendents, District Superintendents, or charter/Renaissance school Chief Administrative Officers and other regional offices via a secure website by a date specified in the OYS and agreed upon by the SCM; and
4. Ensure all reports contained on the CDs and posted shall be in a format approved by the SCM at the PLM. The SCM may change the format required by notifying the Contractor in writing.

#### DATA FILES TEST RESULTS DELIVERED ON COMPACT DISKS (CD)

The Contractor shall provide documented computer CDfiles of all individual and group results and summaries for each administration to the SCM. In addition, the Contractor shall:

1. Determine the format of these files, in conjunction with the SCM;
2. Send the record layout to the SCM prior to the test administration;
3. Ensure the software is compatible with the NJDOE computer environment. **Note:** The files shall become the exclusive property of the State of New Jersey; and
4. Ensure that two (2) CDs of the final data file are provided to the SCM by a date specified in the OYS and agreed upon by the SCM.

**Note:** The CDs may be replaced by a USB flash drive with approval or request by the SCM.

#### PUPIL SCORE CD

The Contractor shall meet the following requirement for pupil score CDs:

1. For each assessment’s administration, include test results for individuals on two (2) separate CDs: one (1) suppressed and one (1) non-suppressed;
2. Submit the pupil core CDs and record layouts to the SCM before reporting is finalized. These CDs shall be used to check the accuracy of the records; and
3. Provide to the SCM up to ten (10) CDs of the suppressed data and ten (10) CDs of the non-suppressed data.

**Note:** The CDs may be replaced by a USB flash drive with approval or request by the SCM.

#### SCHOOL/DISTRICT SUMMARY CD

For each assessment’s administration, the summary data (a summary of school and district performance) and record layout shall be submitted to the SCM within 60 Business Days after the spring test administration. The Contractor shall ensure that two (2) CDs be provided to the SCM by a date specified in the OYS and agreed upon by the SCM. The school and district summaries shall be made available to the districts via a secure website.

### RECORD CHANGES

The Contractor shall establish a system to edit student demographic information so that districts may correct any errors or omissions. The Contractor shall ensure that changes are made prior to the release of Cycle I Score Reports. The record changes shall be made via a secure website.

### COMPUTER FORMAT

Any computerized information provided to the NJDOE by the Contractor shall be usable in any disk and/or CD format, or USB drive should the SCM request.

### REPORT STORAGE

The Contractor shall store reports from each test administration for at least five (5) years after that test administration and shall be accessible on the Contractor’s data management and reporting portal.

### OTHER REPORTS

#### TECHNICAL REPORT

##### TECHNICAL REPORT: OVERVIEW

The Contractor must provide all technical information about all procedures used to produce NJ student score files including:

1. Academic standards alignment processes;
2. Implementation monitoring;
3. Psychometric analyses;
4. Standard setting;
5. Forensic analysis;
6. Scanning;
7. Scoring (scaling, equating, etc.) that are used to ensure that reported scores are technically sound; and
8. Descriptions of the quality assurance plans, and processes used (requirements gathering, replication, etc.).

The NJDOE requires that the technical report be specific to NJ students and contain only NJ student data, with some exceptions noted where national data might be relevant and useful in illustrative situations. The Contractor shall propose how it will develop and deliver a technical report or a technical report supplement (with the year’s current statistical information in it) annually that provides details of the test development and administration processes, validity and reliability of the assessments, and performance level-setting information.

The most recent NJ technical report can be found at: <https://resources.newmeridiancorp.org/research/>.

The Contractor shall meet the following requirements for the technical report:

* + 1. Deliver a technical report manual to the NJDOE annually that provides details of the test design and purpose, test development process, validity and reliability of the assessments, and all other information necessary to support the State’s compliance with the United States Department of Education’s Standards and Assessment Peer Review Guidance;
    2. Ensure the technical report addresses each testing component in the NJ summative assessment. The technical report will include all relevant psychometric information for each test, and must include, but is not limited to, technical details on the following:

1. Purpose of assessments;
2. Test blueprints;
3. Item and test development;
4. Validity;
5. Reliability;
6. Accommodations and testing of students with special needs;
7. Test security;
8. Test administration;
9. Scoring, equating and scaling;
10. Standard setting (if done);
11. Reporting;
12. Any special validity studies; and
13. Appropriate use and interpretation of test data; and
    * 1. Complete the technical report by January 15 following the end of the spring assessment from the prior Academic Year. The due date for the technical report for the first year which include the standard setting process will be established with the SCM following the acceptance of the OYS. Appendices must include related materials such as administrative regulations, State standards, work samples, frequency/percentile distributions, summary tables providing data from technical analyses, state and district performance summaries by racial-ethnic group, and other pertinent information.

##### TECHNICAL REPORT – REQUIREMENTS

For each operational administration, the Contractor shall provide a Technical Report describing all technical aspects of each assessment. This report shall conform to the provisions of the most recent American Educational Research Association, American Psychological Association, National Council on Measurement in Education Standards for Educational and Psychological Testing and the report shall become the exclusive property of the NJDOE.

The report shall include tabular and graphic displays of data to illustrate the characteristics and quality of test scores. The report shall be completed and delivered to the SCM, by the date specified and agreed to by the SCM, for the spring administration. The report shall be professionally-bound and labeled. The Contractor also shall provide an electronic copy of the final report.

At a minimum, the Contractor shall include the following topics in the technical reports:

1. Alignment of the test to the NJSLS;
2. Test blueprint;
3. Test development: procedures employed to construct each assessment’s test forms, which shall also include accessibility requirements for individual with disability;
4. Field testing design and results;
5. Test administration;
6. Test security, including data forensics analyses;
7. Reliability;
8. Validity;
9. DIF;
10. Scoring;
11. Psychometric analyses;
12. Equating;
13. Item calibration and scaling;
14. Standard setting;
15. PLDs setting;
16. Reporting;
17. Interpretation of test data; and
18. Test quality control.

Beginning in Year 2 of the NJSLA/NJGPA administration, the technical report shall also include a comparison of the characteristics of the current test administration to those of previous administrations, unless the trendline study prevents the continuation of the trendline. If the study permits the continuation of the trendline, then the Contractor shall include this information. A draft version of the technical report shall be made available via download from a secure website for review by the SCM and by the NJ TAC prior to completion of the final version. The Contractor must revise the draft technical report based on the SCM’s suggested revisions. The technical report shall include a section on the embedded field test administrations.

#### CUSTOMER SATISFACTION REPORT

The Contractor shall deliver a Customer Satisfaction Report to the SCM indicating the satisfaction index results. The report shall include, but not be limited to:

* 1. Statistical summary of the gridded responses to the comment forms;
  2. Comparisons with previous administrations;
  3. Identified areas for improvement; and
  4. Steps to bring about improvement prior to the next administration.

The report for each administration shall be submitted to the SCM ten (10) weeks after the return of the testing materials. If the SCM requests edits, the edited copy shall be submitted within five (5) Business Days of receipt of the request for edits.

#### MISSING SHIPMENTS REPORT

The Contractor shall provide a report of all paper-based missing shipments to the SCM within 24 hours of the discovery that the shipment is lost. The report shall include at minimum:

1. Shipping location;
2. Destination location (district);
3. Carrier; and
4. All information available for each step requiring a signature in shipment process, for example:
   1. Carrier pick up;
   2. Warehouse release; and
   3. Carrier delivery.

#### MISSING TEST BOOKLET REPORT

For each assessment component, the Contractor shall prepare a missing test booklet report for test booklets based on the scanning that is completed during materials check-in. The Contractor shall:

1. Prepare reports for each school with missing materials listing the number of test booklets missing and the identification number of each;
2. Deliver school reports to each DTC with a district-level summary;
3. Deliver a state level summary report to the SCM;
4. Record any missing test booklets returned by districts in the missing test booklet materials inventory maintained by the Contractor;
5. Deliver the missing test booklet reports to the districts and the SCM within thirty (30) Calendar Days after the check-in of test booklets has been completed;
6. Complete, for each administration, the check-in and verification of test booklets prior to the first shipment of results to New Jersey districts; and
7. Deliver a final summary report of missing test booklets to the SCM 20 Business Days after the missing materials reports have been sent.

#### SECURED MATERIALS RECEIVED REPORT

The Contractor shall provide a report to the SCM documenting the check-in of all secure paper-based materials. The report shall include:

1. Verification of scanning procedure; and
2. Evidence that a two-scan method or hand check method was put into place, in the event of an anomaly.

#### STATUS REPORT FOR SCORING OF CONSTRUCTED RESPONSE ITEMS (CRIS)

The Contractor shall develop daily status reports during scoring of the CRIs, which include:

1. Inter-rater reliability;
2. Number of scores at each point of the rubric; and
3. Breakdowns by various elements of the rating.

These reports shall be provided to the SCM within five (5) Business Days after the conclusion of the scoring session. If the SCM requests edits the Contractor shall submit, to the SCM, the edited documents within five (5) Business Days of receipt of the request for edits.

#### ONLINE USAGE REPORT

The Contractor shall provide reports summarizing online system usages (by each district, State, and the Contractor) to include, at a minimum:

1. Usage over time;
2. Browser type;
3. Operating system type; and
4. IP address.

The Contractor shall submit these reports to the SCM on the last Business Day of each month. If the SMC requests revisions, the Contractor shall submit the edited document to the SCM within three (3) Business Days of receiving the requests for edits back to the SMC for approval.

### PROJECT REPORTS AND MEETING MINUTES

#### MONTHLY PROGRESS REPORTS

The Contractor shall submit electronic monthly progress reports to the SCM within ten (10) Business Days of the end of each month, or as otherwise scheduled. The monthly progress reports shall include, but not be limited to:

1. Status of ongoing activities provided in the SCM approved format (to be provided at the PLM);
2. Resolved and pending decisions made with regard to ongoing work; and
3. Report summaries of updates to the Contractor’s interactive website (refer to *Bid Solicitation Section 4.2.5 – Website Hosting and Data Storage*) including, at a minimum:
4. A summary of the activities completed;
5. A list of current or potential problems; and
6. Timelines for future scheduled activities.

#### MEETING MINUTES

The Contractor shall adhere to, but not be limited to, the following meeting minute criteria:

1. Document all work-related issues and decisions, and provide detailed notes to the SCM within five (5) Business Days for all meetings, informal and formal, as well as discussions and conference calls; and
2. After the SCM’s review and approval, the Contractor shall ensure that all meeting minutes become the record of Tasks, new, in process, and completed, and shall become reference materials for all production plans and Tasks.

The Contractor shall be proactive and utilize all notes and minutes to prepare work Tasks to specifications. The Contractor may suggest new or different methods of Task completion but shall demonstrate adherence to work specifications when proposing improved process or procedures.

#### ITEM ANALYSIS REPORT

An item analysis report shall be submitted for all items as described below.

#### MACHINE-SCOREABLE ITEMS

The Contractor shall ensure that an item analysis report be prepared prior to the final scoring of the machine-scoreable items. The item analysis shall include, at a minimum:

1. P-Value that provides the percent correct responses for each item as well as the percent of distractor selection;
2. Point-Biserial Correlation for each item that provides the correlation of the response with total score;
3. Item difficulty and ICCs for each item;
4. Item-Efficiency Analysis that provides the discrimination efficiency levels at each ability level;
5. Distractor analysis that provides the percent of distractor selection for at least four (4) different levels of test performance. The levels of performance used in this analysis shall be proposed by the Contractor and reviewed and approved by the SCM. This shall be submitted to the SCM within a timeframe specified by the SCM between 45 and no more than 90 Calendar Days from Contract award and any edits requested shall be corrected and submitted to the SCM within five (5) Business Days of receipt of the request for edits; and
6. Item Bias analysis that shows each item’s classification (i.e., A (acceptable) through C (questionable)), based on the Mantel-Haenszel delta values.

The Contractor shall ensure that the report is prepared within 20 Business Days of the last day of make-up testing and is submitted to the SCM for review. If revisions are requested, the Contractor shall submit the edited document to the SCM within five (5) Business Days of receipt of the request for edit.

#### CONSTRUCTED RESPONSE ITEMS (CRIS)

An item analysis report shall be prepared by the Contractor prior to the final computation of each student's total score. This report shall meet the following requirements:

1. The item analysis includes the mean score as well as the number and percent of scores at each score point on the rubric for each item as well as correlation of each item with the total test score; and
2. Is prepared by the Contractor prior to equating and the final quality control conducted by the NJDOE staff at the Contractor’s site and submitted to the SCM. If revisions are requested, the Contractor shall submit the edited document to the SCM within five (5) Business Days of receipt of the request for edit.

### CONTENT DATA SYSTEMS MASTER FILE AND MATERIAL SURVEY REPORT

The Contractor shall provide a Microsoft Excel file which includes the entirety of the contact information gathered from all responses to the Material Survey by a date approved by the SCM. For both the DTC and CSA, the information gathered shall include, but not be limited to:

* + 1. Name;
    2. First class mailing address;
    3. Bulk shipping mailing address;
    4. Phone number; and
    5. E-mail address.

Should the SCM request edits to the report, the Contractor shall submit the edited report to the SCM within five (5) Business Days from the receipt of the request for edits.

### DYNAMIC REPORTING

The Contractor must have a data warehouse and reporting engine to fulfill the reporting requirements and activities described herein this Bid Solicitation. The technical data and reporting system shall:

1. Provide complete functionality for post assessment management and storage of all assessment system results;
2. Enable the static and dynamic generation of reports in multiple formats (e.g., XML, CSV, PDF) at the school, district, state, and system levels by authorized users, from any data elements managed in the Data Warehouse;
3. Includes a robust user interface and report design tools that allow the Contractor, and other authorized users, to create multiple reporting templates for a range of purposes and to package data into pre-established formats and ad hoc reports for export to affiliate states and entities and other stakeholders;
4. Have technologies and tolls in place within the data management and reporting system to administer data and reporting functions under the Contractor’s strict privacy and security policies and protocols; and
5. Ensure access and permissions to view, change, import/export data, generate reports, and all other functions of the data management and reporting system are controlled by the single sign-on and user identity management protocols.

## ADDITIONAL NOTES AND COMMENTS

### MECHANICALS AND CAMERA-READY COPY

All mechanicals and Camera-Ready versions for all graphics developed as a part of this Contract that may result from this Bid Solicitation, regardless of source of printing and distribution, shall be delivered to the NJDOE at the end of this Contract, protected or packaged in a fashion to permit safe storage for future use.

### SIGN-OFFS

Based upon the OYS described in *Bid Solicitation Section 4.3.1 – Operational Work Plan (OWP) and Operational Yearly Schedule (OYS)* of, written sign-offs at appropriate stages by those responsible for quality control shall be submitted to the SCM for all products and procedures.

### ON-SITE VISITS

The Contractor shall provide for at least one (1) on-site visit per year that will be five (5) Business Days long for each content area (mathematics and English language arts) to the Contractors facilities by two (2) NJDOE staff as selected by the SCM. These visitations shall be in addition to others specified in other sections of this Bid Solicitation. All costs associated with these on-site visits shall be covered by the Contractor including, at a minimum, travel expenses, accommodations, and meals.

### ATTENDANCE AT CONFERENCES

The Contractor shall provide for two (2) NJDOE staff selected by the SCM to attend each of the following conferences:

* 1. National Council on Measurement in Education spring meeting;
  2. American Educational Research Association spring meeting; and
  3. Council of Chief State School Officers (CCSSO)conference.

The Contractor shall cover all costs associated with attendance at these conferences including, at a minimum, travel expenses, accommodations, and meals. Should the above listed organizations hold multiple conferences in a year, the SCM will select one (1) of them to have NJDOE staff attend to apply to this section of the Contract.

# GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor’s performance of this Contract.

## CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of 3 years.

This Contract may be extended up to two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

## CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 365 days calendar days beyond the expiration date of this Contract, including any extensions exercised.

During the transition period, the Contractor will be required to work with the new vendor to ensure a successful transfer of New Jersey owned data, assessment content, etc.

## PERFORMANCE SECURITY

## Not applicable to this procurement.

## OWNERSHIP OF MATERIAL

1. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
2. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
3. **Contractor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.
4. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State’s behalf, in the name of the State and subject to the State’s approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.
5. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the Contractor, Subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, Subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
6. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State’s license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in *RFQ Section 6 – Data Security Requirements – Contractor Responsibility*.
7. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

## SUBSTITUTION OF STAFF

If a Contractor needs to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) who must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

## DELIVERY TIME AND COSTS

Unless otherwise noted in the RFQ or on the State-Supplied Price Sheet, all delivery times are thirty (30) calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (thirty (30) calendar days ARO/F.O.B.). The Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's NJDOE or designated purchaser. Thirty (30) calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the NJDOE at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor’s convenience when a single shipment is ordered. The weights and measures of the State's NJDOE receiving the shipment shall govern. Collect on Delivery (C.O.D.) Terms are not permitted.

## ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically.  In order to receive payments via automatic deposit from the State of New Jersey, the Contractor must complete the EFT information within its ***NJSTART*** Vendor Profile. Please refer to the QRG entitled “Vendor Profile Management – Company Information and User Access” for instructions.

## PROCUREMENT EFFICIENCY PROGRAM

Not applicable to this procurement.

# DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

## INFORMATION SECURITY PROGRAM MANAGEMENT

The Contractor shall establish and maintain a framework to provide assurance that information security strategies are aligned with and support the State’s business objectives, are consistent with applicable laws and regulations through adherence to policies and internal controls, and provide assignment of responsibility, in an effort to manage risk. Information security program management shall include, at a minimum, the following:

1. Establishment of a management structure with clear reporting paths and explicit responsibility for information security;
2. Creation, maintenance, and communication of information security policies, standards, procedures, and guidelines to include the control areas listed in sections below;
3. Development and maintenance of relationships with external organizations to stay abreast of current and emerging security issues and for assistance, when applicable; and
4. Independent review of the effectiveness of the Contractor’s information security program.

## COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

1. Within ten (10) Calendar Days after award, the Contractor shall provide the State with contact information for the individual or individuals responsible for maintaining a control framework that captures statutory, regulatory, contractual, and policy requirements relevant to the organization’s programs of work and information systems;
2. Throughout the solution development process, Contractor shall implement processes to ensure security assessments of information systems are conducted for all significant development and/or acquisitions, prior to information systems being placed into production; and
3. The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

## PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

1. Position descriptions that include appropriate language regarding each role’s security requirements;
2. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
3. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
4. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
5. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual’s departure; and
6. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

## SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

1. Personnel are provided with security awareness training upon hire and at least annually, thereafter;
2. Security awareness training records are maintained as part of the personnel record;
3. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
4. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

## RISK MANAGEMENT

The Contractor shall establish requirements for the identification, assessment, and treatment of information security risks to operations, information, and/or information systems. Risk management requirements shall include, at a minimum:

1. An approach that categorizes systems and information based on their criticality and sensitivity;
2. An approach that ensures risks are identified, documented and assigned to appropriate personnel for assessment and treatment;
3. Risk assessments shall be conducted throughout the lifecycles of information systems to identify, quantify, and prioritize risks against operational and control objectives and to design, implement, and exercise controls that provide reasonable assurance that security objectives will be met; and
4. A plan under which risks are mitigated to an acceptable level and remediation actions are prioritized based on risk criteria and timelines for remediation are established. Risk treatment may also include the acceptance or transfer of risk.

## PRIVACY

If there is State Data associated with the Contract, this section is applicable.

1. Data Ownership*.* The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
2. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, , N.J.S.A. § 54:50-8, the New Jersey Privacy Notice found at NJ.gov, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers’ Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
3. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.
4. Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
5. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
6. Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
7. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor’s obligations under *RFQ Section 6.34 - Incident Response*; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
8. Minimum Necessary.Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this RFQ and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.
9. End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State’s most recent Media Protection policy, <https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf>, and certify in writing that these actions have been completed within thirty (30) days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever should come first.
10. In the event of loss of any State Data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its Subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State data.

## ASSET MANAGEMENT

The Contractor shall implement administrative, technical, and physical controls necessary to safeguard information technology assets from threats to their confidentiality, integrity, or availability, whether internal or external, deliberate or accidental. Asset management controls shall include at a minimum:

1. Information technology asset identification and inventory;
2. Assigning custodianship of assets; and
3. Restricting the use of non-authorized devices.

## SECURITY CATEGORIZATION

The Contractor shall implement processes that classify information and categorize information systems throughout their lifecycles according to their sensitivity and criticality, along with the risks and impact in the event that there is a loss of confidentiality, integrity, availability, or breach of privacy. Information classification and system categorization includes labeling and handling requirements. Security categorization controls shall include the following, at a minimum:

1. Implementing a data protection policy;
2. Classifying data and information systems in accordance with their sensitivity and criticality;
3. Masking sensitive data that is displayed or printed; and
4. Implementing handling and labeling procedures.

## MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

1. Media storage/access/transportation;
2. Maintenance of sensitive data inventories;
3. Application of cryptographic protections;
4. Restricting the use of portable storage devices;
5. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
6. Media disposal/sanitization.

## CRYPTOGRAPHIC PROTECTIONS

The Contractor shall employ cryptographic safeguards to protect sensitive information in transmission, in use, and at rest, from a loss of confidentiality, unauthorized access, or disclosure. Cryptographic protections shall include at a minimum:

1. Using industry standard encryption algorithms;
2. Establishing requirements for encryption of data in transit;
3. Establishing requirements for encryption of data at rest; and
4. Implementing cryptographic key management processes and controls.

## ACCESS MANAGEMENT

The Contractor shall establish security requirements and ensure appropriate mechanisms are provided for the control, administration, and tracking of access to, and the use of, the Contractor’s information systems that contain or could be used to access State data. Access management plan shall include the following features:

1. Ensure the principle of least privilege is applied for specific duties and information systems (including specific functions, ports, protocols, and services), so processes operate at privilege levels no higher than necessary to accomplish required organizational missions and/or functions;
2. Implement account management processes for registration, updates, changes and de-provisioning of system access;
3. Apply the principles of least privilege when provisioning access to organizational assets;
4. Provision access according to an individual’s role and business requirements for such access;
5. Implement the concept of segregation of duties by disseminating Tasks and associated privileges for specific sensitive duties among multiple people;
6. Conduct periodic reviews of access authorizations and controls.

## IDENTITY AND AUTHENTICATION

The Contractor shall establish procedures and implement identification, authorization, and authentication controls to ensure only authorized individuals, systems, and processes can access the State’s information and Contractor’s information and information systems. Identity and authentication provides a level of assurance that individuals who log into a system are who they say they are. Identity and authentication controls shall include, at a minimum:

1. Establishing and managing unique identifiers (e.g. User-IDs) and secure authenticators (e.g. passwords, biometrics, personal identification numbers, etc.) to support nonrepudiation of activities by users or processes; and
2. Implementing multi-factor authentication (MFA) requirements for access to sensitive and critical systems, and for remote access to the Contractor’s systems.

## REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor’s internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

1. Establishing centralized management of the Contractor’s remote access infrastructure;
2. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
3. Training users in regard to information security risks and best practices related remote access use.

In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN.

## SECURITY ENGINEERING AND ARCHITECTURE

The Contractor shall employ security engineering and architecture principles for all information technology assets, and such principles shall incorporate industry recognized leading security practices and sufficiently address applicable statutory and regulatory obligations. Applying security engineering and architecture principles shall include:

1. Implementing configuration standards that are consistent with industry-accepted system hardening standards and address known security vulnerabilities for all system components;
2. Establishing a defense in-depth security posture that includes layered technical, administrative, and physical controls;
3. Incorporating security requirements into the systems throughout their life cycles;
4. Delineating physical and logical security boundaries;
5. Tailoring security controls to meet organizational and operational needs;
6. Performing threat modeling to identify use cases, threat agents, attack vectors, and attack patterns as well as compensating controls and design patterns needed to mitigate risk;
7. Implementing controls and procedures to ensure critical systems fail-secure and fail-safe in known states; and
8. Ensuring information system clock synchronization.

## CONFIGURATION MANAGEMENT

The Contractor shall ensure that baseline configuration settings are established and maintained in order to protect the confidentiality, integrity, and availability of all information technology assets. Secure configuration management shall include, at a minimum:

1. Hardening systems through baseline configurations; and
2. Configuring systems in accordance with the principle of least privilege to ensure processes operate at privilege levels no higher than necessary to accomplish required functions.

## ENDPOINT SECURITY

The Contractor shall ensure that endpoint devices are properly configured, and measures are implemented to protect information and information systems from a loss of confidentiality, integrity, and availability. Endpoint security shall include, at a minimum:

1. Maintaining an accurate and updated inventory of endpoint devices;
2. Applying security categorizations and implementing appropriate and effective safeguards on endpoints;
3. Maintaining currency with operating system and software updates and patches;
4. Establishing physical and logical access controls;
5. Applying data protection measures (e.g. cryptographic protections);
6. Implementing anti-malware software, host-based firewalls, and port and device controls;
7. Implementing host intrusion detection and prevention systems (HIDS/HIPS) where applicable;
8. Restricting access and/or use of ports and I/O devices; and
9. Ensuring audit logging is implemented and logs are reviewed on a continuous basis.

## ICS/SCADA/OT SECURITY

The Contractor shall implement controls and processes to ensure risks, including risks to human safety, are accounted for and managed in the use of Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems and Operational Technologies (OT). ICS/SCADA/OT Security requires the application of all of the enumerated control areas in this RFQ, including, at a minimum:

1. Conducting risk assessments prior to implementation and throughout the lifecycles of ICS/SCADA/OT assets;
2. Developing policies and standards specific to ICS/SCADA/OT assets;
3. Ensuring the secure configuration of ICS/SCADA/OT assets;
4. Segmenting ICS/SCADA/OT networks from the rest of the Contractor’s networks;
5. Ensuring least privilege and strong authentication controls are implemented;
6. Implementing redundant designs or failover capabilities to prevent business disruption or physical damage; and
7. Conducting regular maintenance on ICS/SCADA/OT systems.

## INTERNET OF THINGS SECURITY

The Contractor shall implement controls and processes to ensure risks are accounted for and managed in the use of Internet of Things (IoT) devices including, but not limited to, physical devices, vehicles, appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these devices to connect and exchange data. IoT. IoT security shall include, at a minimum, the following:

1. Developing policies and standards specific to IoT assets;
2. Ensuring the secure configuration of IoT assets;
3. Conducting risk assessments prior to implementation and throughout the lifecycles of IoT assets;
4. Segmenting IoT networks from the rest of the Contractor’s networks; and
5. Ensuring least privilege and strong authentication controls are implemented.

## VULNERABILITY AND PATCH MANAGEMENT

The Contractor shall implement proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications. Vulnerability and patch management practices shall include, at a minimum, the following:

1. Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;
2. Maintaining software and operating systems at the latest vendor-supported patch levels;
3. Conducting penetration testing and red team exercises; and
4. Employing qualified third-parties to periodically conduct Independent vulnerability scanning, penetration testing, and red-team exercises.

## MOBILE DEVICE SECURITY

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

1. Establishing requirements for authorization to use mobile devices for organizational business purposes;
2. Establishing Bring Your Own Device (BYOD) processes and restrictions;
3. Establishing physical and logical access controls;
4. Implementing network access restrictions for mobile devices;
5. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
6. Establishing approved application stores from which applications can be acquired;
7. Establishing lists approved applications that can be used; and
8. Training of mobile device users regarding security and safety.

## NETWORK SECURITY

The Contractor shall implement defense-in-depth and least privilege strategies for securing the information technology networks that it operates. To ensure information technology resources are available to authorized network clients and protected from unauthorized access, the Contractor shall:

1. Include protection mechanisms for network communications and infrastructure (e.g. layered defenses, denial of service protection, encryption for data in transit, etc.);
2. Include protection mechanisms for network boundaries (e.g. limit network access points, implement firewalls, use Internet proxies, restrict split tunneling, etc.);
3. Control the flow of information (e.g. deny traffic by default/allow by exception, implement Access Control Lists, etc.); and
4. Control access to the Contractor’s information systems (e.g. network segmentation, network intrusion detection and prevention systems, wireless restrictions, etc.).

## CLOUD SECURITY

The Contractor shall establish security requirements that govern the use of private, public, and hybrid cloud environments to ensure risks associated with a potential loss of confidentiality, integrity, availability, and privacy are managed. This shall ensure, at a minimum, the following:

1. Security is accounted for in the acquisition and development of cloud services;
2. The design, configuration, and implementation of cloud-based applications, infrastructure and system-system interfaces are conducted in accordance with mutually agreed-upon service, security, and capacity-level expectations;
3. Security roles and responsibilities for the Contractor and the cloud provider are delineated and documented; and
4. Controls necessary to protect sensitive data in public cloud environments are implemented.

## CHANGE MANAGEMENT

The Contractor shall establish controls required to ensure change is managed effectively. Changes are appropriately tested, validated, and documented before implementing any change on a production network. Change management provides the Contractor with the ability to handle changes in a controlled, predictable, and repeatable manner, and to identify, assess, and minimize the risks to operations and security. Change management controls shall include, at a minimum, the following:

1. Notifying all stakeholder of changes;
2. Conducting a security impact analysis and testing for changes prior to rollout; and
3. Verifying security functionality after the changes have been made.

## MAINTENANCE

The Contractor shall implement processes and controls to ensure that information assets are properly maintained, thereby minimizing the risks from emerging information security threats and/or the potential loss of confidentiality, integrity, or availability due to system failures. Maintenance security shall include, at a minimum, the following:

1. Conducting scheduled and timely maintenance;
2. Ensuring individuals conducting maintenance operations are qualified and trustworthy; and
3. Vetting, escorting and monitoring third-parties conducting maintenance operations on information technology assets.

## THREAT MANAGEMENT

The Contractor shall establish effective communication protocols and processes to collect and disseminate actionable threat intelligence, thereby providing component units and individuals with the information necessary to effectively manage risk associated with new and emerging threats to the organization’s information technology assets and operations. Threat management includes, at a minimum:

1. Developing, implementing, and governing processes and documentation to facilitate the implementation of a threat awareness policy, as well as associated standards, controls and procedures.
2. Subscribing to and receiving relevant threat intelligence information from the US CERT, the organization’s contractors, and other sources as appropriate.

## CONTINUOUS MONITORING

The Contractor shall implement continuous monitoring practices to establish and maintain situational awareness regarding potential threats to the confidentiality, integrity, availability, privacy and safety of information and information systems through timely collection and review of security-related event logs. Continuous monitoring practices shall include, at a minimum, the following:

1. Centralizing the collection and monitoring of event logs;
2. Ensuring the content of audit records includes all relevant security event information;
3. Protecting of audit records from tampering; and
4. Detecting, investigating, and responding to incidents discovered through monitoring.

## SYSTEM DEVELOPMENT AND ACQUISITION

The Contractor shall establish security requirements necessary to ensure that systems and application software programs developed by the Contractor or third-parties (e.g. vendors, contractors, etc.) perform as intended to maintain information confidentiality, integrity, and availability, and the privacy and safety of individuals. System development and acquisition security practices shall include, at a minimum, the following:

1. Secure coding;
2. Separation of development, testing, and operational environments;
3. Information input restrictions;
4. Input data validation;
5. Error handling;
6. Security testing throughout development;
7. Restrictions for access to program source code; and
8. Security training of software developers and system implementers.

## PROJECT AND RESOURCE MANAGEMENT

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the System Development Life Cycle (SDLC). Project and resource management security practices shall include, at a minimum:

1. Defining and implementing security requirements;
2. Allocating resources required to protect systems and information; and
3. Ensuring security requirements are accounted for throughout the SDLC.

## CAPACITY AND PERFORMANCE MANAGEMENT

The Contractor shall implement processes and controls necessary to protect against avoidable impacts to operations by proactively managing the capacity and performance of its critical technologies and supporting infrastructure. Capacity and performance management practices shall include, at a minimum, the following:

1. Ensuring the availability, quality, and adequate capacity of compute, storage, memory and network resources are planned, prepared, and measured to deliver the required system performance and future capacity requirements; and
2. Implementing resource priority controls to prevent or limit Denial of Service (DoS) effectiveness.

## THIRD PARTY MANAGEMENT

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

1. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
2. Due diligence security reviews of suppliers and third parties with access to the Contractor’s systems and sensitive information;
3. Third party interconnection security; and
4. Independent testing and security assessments of supplier technologies and supplier organizations.

## PHYSICAL AND ENVIRONMENTAL SECURITY

The Contractor shall establish physical and environmental protection procedures that limit access to systems, equipment, and the respective operating environments, to only authorized individuals. The Contractor ensures appropriate environmental controls in facilities containing information systems and assets, to ensure sufficient environmental conditions exist to avoid preventable hardware failures and service interruptions. Physical and environmental controls shall include, at a minimum, the following:

1. Physical access controls (e.g. locks, security gates and guards, etc.);
2. Visitor controls;
3. Security monitoring and auditing of physical access;
4. Emergency shutoff;
5. Emergency power;
6. Emergency lighting;
7. Fire protection;
8. Temperature and humidity controls;
9. Water damage protection; and
10. Delivery and removal of information assets controls.

## CONTINGENCY PLANNING

The Contractor shall develop, implement, test, and maintain a contingency plan to ensure continuity of operations for all information systems that deliver or support essential or critical business functions on behalf of the Contractor. The plan shall address the following:

1. Backup and recovery strategies;
2. Continuity of operations;
3. Disaster recovery; and
4. Crisis management.

## INCIDENT RESPONSE

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

1. Information security incident reporting awareness;
2. Incident response planning and handling;
3. Establishment of an incident response team;
4. Cybersecurity insurance;
5. Contracts with external incident response services specialists; and
6. Contacts with law enforcement cybersecurity units.

# MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

## INDEMNIFICATION

Not applicable to this procurement.

## INSURANCE

### PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC is supplemented with the following:

Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than $1,000,000 per each occurrence and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

### CYBER BREACH INSURANCE

Not applicable to this procurement.

### LIMITATION OF LIABILITY OPTIONS

Not applicable to this procurement.

### Liquidated damages

The NJDOE and the Contractor (“the Parties”) agree that it would be extremely difficult to determine actual damages which the State of New Jersey will sustain as the result of the Contractor’s failure to meet the performance requirements. Any breach by the Contractor may damage the State’s reputation and may impact a students’ ability to properly demonstrate their knowledge, skills, and abilities as they relate to the standards in English language arts and or mathematics. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State of New Jersey may sustain from the Contractor’s performance deficiencies set forth within this section and are not to be construed as penalties.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State of New Jersey. Except and to the extent expressly provided herein, the Division shall be entitled to recover liquidated damages under each section applicable to any given incident. The State has the sole discretion to determine whether liquidated damages should be assessed.

The following list of Liquidated Damages shall be in effect for the duration of this contract:

1. Interrupted or slowed test administration such as issues pertaining to outages and/or slowed responsiveness (see Section 4.7.1.7.3) that has an impact for 20 minutes or more and effects more than 50% of New Jersey schools shall be assessed as liquidated damages in an amount up to or equal to $20,000 per day not to exceed 10% total value of the contract for the fiscal year in which the nonperformance occurs.
2. Test content during administration such as issues with item rendering, item versioning, item selection/ordering shall be assessed liquidated damages in an amount up to or equal to $5,000 per day not to exceed 5% total value of the contract for the fiscal year in which the nonperformance occurs (see Section 4.7.1.7.3).
3. Test accommodations- not functioning appropriately during administration for 20 minutes or more shall be assessed liquidated damages in an amount up to or equal to $10,000 per day to not exceed 10% total value of the contract for the fiscal year in which the nonperformance occurs (see Section 4.7.1.7.3).
4. Test security such as unauthorized access and/or unauthorized exposure to assessment content shall be assessed liquidated damages in an amount up to or equal to 5% total value of the contract for the fiscal year in which the nonperformance occurs (see Section 4.7.1.1).
5. Data privacy and/or security such as unauthorized access and/or unauthorized exposure of personal identifiable information of student, teacher, NJDOE staff, or other individuals shall be assessed liquidated damages in an amount up to or equal to 5% total value of the contract for the fiscal year in which the nonperformance occurs. Additionally, the SCM shall be informed within 24 hours of the Contractors first awareness of the breach (see Section 4.7.1.1).
6. Unrecoverable data loss and/or corruption such as orphaned data, missing data and/or mis-linked data shall be assessed liquidated damages in an amount up to or equal to 10% total value of the contract for the fiscal year in which the nonperformance occurs (see Sections 4.7.1.1; 4.7.2.2.12; 4.13.8; 4.13.12).
7. Late delivery of score reports, as established in the OYS, due to errors by the Contractor shall be assessed liquidated damages in an amount up to or equal to 7% of the total value of the contract for the fiscal year in which the nonperformance occurs (see Section 4.13.5; 4.3.1.1).
8. Score validity (after reports are released) such as inaccurate item scores, inaccurate scale scores, and/or inaccurate performance levels shall be assessed liquidated damages in an amount up to or equal to 10% total value of the contract for the fiscal year in which the nonperformance occurs (see Section 4.13).

#### NOTIFICATION OF LIQUIDATED DAMAGES

Upon determination that liquidated damages are to be assessed, the NJDOE or the State Contract Manager will notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the NJDOE. The NJDOE may, in the NJDOE’s sole discretion, elect to notify the Contractor that liquidated damages may be assessed so as to provide a warning, prior to assessing them in accordance with this section, but if the NJDOE does not provide such a warning the NJDOE is not precluded from assessing liquidated damages in accordance with this Contract. Notwithstanding any provision of any Bid Solicitation to the contrary, should there be any conflict between this section and any other provision of the Bid Solicitation, this section shall supersede such section of the Bid Solicitation.

#### CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES

The continued assessment of liquidated damages may be terminated at the sole discretion of the NJDOE, only if all of the following conditions are met:

1. The Contractor corrects the condition(s) for which liquidated damages were imposed;
2. The Contractor notifies the State Contract Manager in writing that the condition(s) has (have) been corrected; and
3. The NJDOE reviews and approves in writing the recommendation of State Contract Manager.

#### SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES

If any portion of the liquidated damages provisions is determined to be unenforceable by a New Jersey court in one (1) or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision(s) shall remain in full force and effect.

#### WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY

The continued assessment of liquidated damages may be waived in writing at the sole discretion of the NJDOE. The waiver of any liquidated damages due shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

#### PAYMENT OF LIQUIDATED DAMAGES

Once assessed, liquidated damages will be deducted from any funds owed to the Contractor by the State, and in the event the amount due the Contractor is not sufficient to satisfy the amount of the liquidated damages, the Contractor shall pay the balance to the State of New Jersey within 30 Calendar Days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Contractor.

# QUOTE EVALUATION AND AWARD

## RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State’s statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the NJDOE within five (5) Business Days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the NJDOE within five (5) Business Days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

## CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the NJDOE regarding this RFQ and the submitted Quote is not permitted. After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statement contained within the submitted Quote.

## TIE QUOTES

Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

## STATE'S RIGHT TO INSPECT BIDDER’S FACILITIES

The State reserves the right to inspect the Bidder’s establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

## STATE'S RIGHT TO CHECK REFERENCES

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

## EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

### TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this RFQ. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

1. Personnel: The qualifications and experience of the Bidder’s management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
2. Experience of firm: The Bidder’s documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this RFQ; and
3. Ability of firm to complete the Scope of Work based on its Technical Quote:  The Bidder’s demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

### PRICE EVALUATION

For price evaluation purposes, the total of the ‘Subtotal – Required Elements” from Years 1-3, which will be calculated to determine a “Total Quote Price” using the State-Supplied Price Sheet accompanying this Bid Solicitation, which will be used to rank Bidders from lowest to highest.

All pricing submitted, including Extension Option pricing and Cost Options, will also be evaluated for reasonableness.

## QUOTE DISCREPANCIES

In evaluating Quotes, discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and totals of Unit Prices will be resolved in favor of Unit Prices. Discrepancies in the multiplication of units of work and Unit Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated total of multiplied Unit Prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

## BEST AND FINAL OFFER (BAFO)

The NJDOE may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder’s most advantageous previously submitted pricing.

The NJDOE may conduct more than one (1) round of BAFO in order to attain the best value for the State.

BAFOs will be conducted only in those circumstances where it is deemed to be in the State’s best interests and to maximize the State’s ability to get the best value.  Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission

If the NJDOE contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

## POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance:

1. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
2. Information contained in Contractor performance records;
3. Information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder’s work experience;
4. Current licensure, registration, and/or certification status and relevant history thereof; or
5. Bidder’s status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

## RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the NJDOE will recommend to the Director of the Division of Purchase and Property for award, the responsible Bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

## CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to that responsible Bidder(s), whose Quote(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so. Contract awards will be publicly posted under the relevant contract number and available on NJSTART.

# GLOSSARY

## CROSSWALK

|  |  |
| --- | --- |
| **Current DPP Template Term** | **Equivalent Statutory, Regulatory** NJSTART **and/or Legacy Term** |
| Bid Solicitation | Request For Proposal (RFP)/Solicitation |
| Bid Amendment | Addendum |
| Contract | Master Blanket Purchase Order (Blanket/Blanket P.O.) |
| Contract Amendment | Change Order |
| Administrative Change Order | Change Order |
| Quote | Proposal/Bid |
| Contractor | Vendor/Contractor |
| Bidder | Bidder/Contractor |

## DEFINITIONS

Unless otherwise specified in this RFQ, the following definitions will be part of any Contract awarded, or order placed, as a result of this RFQ. Note that not all definitions included here apply to all RFQs.

**Acceptance** – The written confirmation by the NJDOE that Contractor has completed a Deliverable according to the specified requirements.

**Administrative Change Order** – A unilateral administrative modification to the Contract in the NJSTART system by the NJDOE. Administrative Change Orders are not to be considered formal Contract Amendments.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Apparel** - means any clothing, headwear, linens or fabric.

**Apparel Contracts** - include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for contractors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

**Apparel Production** - includes the cutting and manufacturing of apparel products performed by the contractor or by any Subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

**Approved Products** – Those products that have been identified in RFQ as meeting NJDOE needs and confirmed as meeting product specifications.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Bidder upon invitation by the NJDOE after Quote opening, with or without prior discussion or negotiation.

**Bid or RFQ** – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, Attachments, and Bid Amendments.

**Bid Amendment** – Written clarification or revision to this RFQ issued by the NJDOE. Bid Amendments, if any, will be issued prior to Quote opening.

**Bid Opening Date** – The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Bid Security** - means a guarantee, in a form acceptable to the NJDOE, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

**Bidder** – An entity offering a Quote in response to the RFQ.

**Breach of Security** – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Commercial off the Shelf Software** or **COTS** - Software provided by Provider that is commercially available and that can be used with little or no modification.

**Customized Software** - COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, “Customized Software” is not permitted to be sold to the State under the scope of this Contract.

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

**Contract Amendment** – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Contract Amendment is not effective until it is signed and approved in writing by the person with the appropriate signing authority. Contract Amendments are tracked using Change Orders in ***NJSTART***. Please note that Administrative Change Orders (see definition above) are not considered Contract Amendments.

**Contractor** – The Bidder awarded a Contract resulting from this RFQ.

**Contractor Intellectual Property** – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Contractor Intellectual Property.

**Cooperative Purchasing Program** – The Division’s intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contracts issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

**Cooperative Purchasing Participants** - These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges

**Days After Receipt of Order (ARO)** – The number of calendar days ‘After Receipt of Order’ in which the NJDOE will receive the ordered materials and/or services.

**Dealer/Distributor** – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract.  Any authorized Dealer/Distributor must agree to all terms and conditions contained within the RFQ and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

**Deliverable** – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

**Disabled Veterans’ Business** - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

**Disabled Veterans’ Business Set-Aside Contract** - means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans’ businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

**Discount** – The standard price reduction applied by the Bidder to all items.

**Equivalent Products** – Products offered other than those identified as an Approved Product in this RFQ that meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

**Evaluation Committee** – A group of individuals or a NJDOE staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Hardware** – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

**Internet of Things (IoT)** - the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

**Intrastate cooperative purchasing participants** - refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division

**Joint Venture** – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

**Life cycle assessment** – The comprehensive examination of a product’s environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

**Life cycle cost** – The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

**Master Blanket Purchase Order (Blanket/Blanket P.O.) – A** Term Contract that allows repeated purchases from an awarded contract.

**Materials in Solid Waste** – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Mobile Device** - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

**Must** – Denotes that which is a mandatory requirement.

Net Purchases **- means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by** Intrastate **Cooperative Purchasing Participants, regardless of whether or not *NJSTART* is used as part of the purchase process.**

**No Bid –** The Bidder is not submitting a price Quote for an item on a price line.

**No Charge –** The Bidder will supply an item on a price line free of charge.

**Non-Public Data** - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

**Percentage Discount or Markup -** The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

**Performance Security** - means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

**Personal Data** means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

**Personally Identifiable Information or PII** - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**Post-Consumer Material** – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

**Pre-Consumer Material** – Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

**Price List/Catalog** – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder’s percentage discount or markup bid is applied.

**Procurement Bureau** **(Bureau)** – The Division unit responsible for the preparation, advertisement, and issuance of RFQs, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

**Project** – The undertakings or services that are the subject of this RFQ.

**Protected Health Information** or **PHI** - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**Purchases** - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made regardless of whether or not NJSTART is used as part of the purchase process.

**Quasi-State Agency -** is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

**Quick Reference Guides (QRGs)** – Informational documents which provide Vendors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](https://www.state.nj.us/treasury/purchase/vendor.shtml).

**Quote –** Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

**Quote Opening Date** - The date Quotes will be opened for evaluation and closed to further Quote submissions.

**Recovered Material** – Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

**Recycling** – The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

**Recyclability** – The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

**Request For Quotes (RFQ) –** This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

**Retainage** – The amount withheld from the Contractor payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

**Revision** – A response to a BAFO request or a requested clarification of the Bidder’s Quote.

**RMAN** – Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

**Security Incident** - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

**Services** – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**Small Business** – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the six (6) following categories:

For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

**Small Business Set-Aside Contract** – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a Contract when that portion has been so designated.” N.J.S.A. 52:32-19.

**Software** - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

**Software as a Service** or **SaaS** - means the capability provided to a purchaser to use the Provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**State** – The State of New Jersey.

**State Confidential Information** - shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

**State Contract Manager or SCM** – The individual, responsible for the approval of all deliverables, i.e., Tasks, Subtasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Contract Amendment.

**State Data** - means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

**State Intellectual Property** – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

**State Price Sheet or State-Supplied Price Sheet** – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

**Subtasks** – Detailed activities that comprise the actual performance of a Task.

**Subcontractor** – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

**Task** – A discrete unit of work to be performed.

**Third Party Intellectual Property** – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

**Unit Cost or Unit Price –** All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

**US CERT** – United States Computer Emergency Readiness Team.

**USEPA** – United States Environmental Protection Agency

**Vendor –** Either the Bidder or the Contractor.

**Work Product** – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s Subcontractors or a third party engaged by Contractor or its Subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

## CONTRACT SPECIFIC DEFINITIONS

**24/7/365 Service** –24 hours a day, seven (7) days a week, 365 days of the year.

**Academic Year** – The 12-month period beginning on July 1st and ending on June 30th.

**Accessible Portable Item Protocol (APIP) Standard** – A freely available specification for standardizing the exchange file format of digital test items for enabling accessible assessments. APIP allows accessibility information to be included in a digital test item definition so that items can be transferred between APIP compliant Item Banks.

**Accessibility Features and Accommodations** – Changes in procedures or materials that ensure equitable access to instructional and assessment content— and generate valid assessment results for students who need them. Accommodations are generally available to students for whom there is a documented need on an IEP or Section 504 accommodation plan.

**Accessibility Features and Accommodations (AF&A) Guide** – a document that details the changes in procedures or materials available that ensure equitable access to instructional and assessment content— and generate valid assessment results for students who need them. Accommodations are generally available to students for whom there is a documented need on an IEP or 504 accommodation plan.

**Anchor/Equating Items** – Items that have appeared on previous years test forms that are selected for the current form for the purpose of eliminating incongruence between forms and or test administrations.

**Application Programming Interfaces (APIs)** – is a set of defined rules that enable different applications to communicate with each other.

**Authentication, Authorization, and Accounting (AAA)** –A term for a framework for intelligently controlling access to computer resources, enforcing policies, auditing usage, and providing the information necessary to bill for services.

**Blue-Line Version –** A photographic proof of a document from negatives where all colors are shown in blue.

**Camera-Ready** –A term used in the printing industry to state that a document is ready to go to press or be printed.

**Chief School Administrator (CSA)** –An individual who is in charge of the school district, directly under the local Board of Education. This may also be a charter school lead person.

**Computer Adaptive Testing (CAT)** –A method of testing where the computer determines the difficulty level of the next question, or section of questions based on the test takers performance on previous questions, or section of questions.

**Computer Based Test and Assessment (CBT)** –A method of testing where the items are displayed on a computer or similar electronic device.

**Common Core State Standard (CCSS)** – Content standards developed under the auspices of the National Governors Association and the Council of Chief State School Officers that provide consistent guidelines for what every student should know and be able to do in mathematics and English language arts from kindergarten through 12th grade.

**Comprehensive High School Assessment** – An assessment administered in the later years of high school that assesses all standards of the assessed subject and is not linked to a specific course. This assessment is serving as the New Jersey Graduation Proficiency Assessment administered in grade 11.

**Conditional Standard Error of Measurement (CSEM)** – expresses the amount of error in scores at particular levels of ability.

**Constructed Response Item (CRI)** – A type of question that requires the respondent to compose an answer rather than select from a list of choices.

**Content Committee** –A Committee comprised of educators whose responsibility is to review items for content.

**Content Data Systems Master File** – data file containing a list of the districts and schools (names and identification numbers), the name of the DTCs, and the numbers of students tested during the previous year.

**Content Specialists** –A NJDOE employee who possesses an in-depth knowledge in the specific subject area which is the focus of the assessment.

**Copyright Clearinghouse** – is an organization that grants licenses to individuals or companies who want to use copyrighted works for specific purposes.

**County-District-School (CDS)** –A unique code that identifies every school in NJ.

**Customer Resource Management (CRM)** – is the combination of practices, strategies and technologies that companies use to manage and analyze customer interactions and data throughout the customer lifecycle.

**Customer Satisfaction Survey (CSS)** - survey to evaluate local educator’s satisfaction with the implementation of the New Jersey Assessment Program each year.

**Customer Service Level Agreement (CSLA)** – sets the expectations between the service provider and the customer and describes the products or services to be delivered, the single point of contact for end-user problems, and the metrics by which the effectiveness of the process is monitored and approved.

**Cut-Score Study** –A study completed by the standard setting committee to determine the score point between classifications such as between “Basic” and “Proficient” or “Proficient” and “Advanced Proficient”.

**Depth of Knowledge (DOK)** – measures how deeply students know, understand, and are aware of what they are learning to answer a question or solve a problem. It categorizes Tasks by the complexity of thinking – not difficulty – used to complete them.

**Differential Item Functioning (DIF)** – is used to determine whether the items and Tasks unfairly advantage or disadvantage specific subgroup(s) of students on their performance.

**Disaster Recovery Plan** –A plan/procedure in place to ensure all data is routinely backed up so in the event of a hardware/software failure the data obtained is recoverable.

**Distractor Analysis** – describes the relationship between selecting an incorrect option for a specific item and performance on the total test.

**District Identification Number (DIN)** – a specific four (4)-digit code that is assigned to each local education authority.

**District Test Coordinator (DTC)** – A Person appointed by the Chief School Administrator to assist in the proper administration of the assessment.

**District Test Coordinator/School Test Coordinator (DTC/STC) Manual** – outlines the duties of the DTC/STC and provides these officials with all the information needed to perform their part in administering the testing program.

**Editorial Style Guide** - documents important rules and guiding principles to ensure that a company's communications are consistent, on-brand, and grammatically correct.

**Educator Work Group (EWG)** – A Group of education professionals comprising the Content Committee, the Sensitivity Review Committee, and the Standard Setting Committee.

**Elementary and Secondary Education Act (ESEA)** – An act offering new grants to districts servicing low-income students for text and library books, the creation of special education centers, and scholarships for low-income college students. Additionally, the law provided federal grants to state educational agencies to improve the quality of elementary and secondary education. In 2002 this Act was reauthorized with the No Child Left Behind Act of 2001 (NCLB). NCLB was replaced by the Every Student Succeeds Act in 2015.

**End-of-Course Assessment (EOCA)** –An academic assessment conducted after the completion of course at the high school level (e.g. algebra I, geometry, and English language arts grade 10).

**Enterprise Data Services** - can guide your agency through a modeling, data warehousing, business intelligence and data presentation project.

**Enterprise Data Warehouse** –A system used for reporting and dataanalysis, and is considered a core component of business intelligence.

**Equating Consultant** – a third party vendor approved by the SCM to review the equating and other validation work completed by the Contractor.

**Every Student Succeeds Act** –The Every Student Succeeds Act (ESSA) was signed by President Obama on December 10, 2015. This law reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation’s national education law governing K-12 public education. This law replaced its predecessor, the No Child Left Behind Act (NCLB).

**Examiner** –An employee of the district, who possesses either a provisional or standard teaching certification, who is primarily responsible for administering one (1) of the assessments in the NJSLA to a group of students.

**Executive County Superintendent** –The county superintendent, as a representative of the Commissioner of Education, provides leadership in educational planning and program improvement to local school districts and is responsible for the coordination and approval of fiscal, educational facility and transportation services within the county to ensure a thorough, efficient education for resident students of that county.

**Expert Reader** –An individual identified by the SCM as an expert in scoring CRIs as part of the NJSLA. Also referred to as a reader.

**Federal Educational Rights Act of 1974 (FERPA)** –A federal law that protects the privacy of student educational records.

**Federal Information Security Management Act (FISMA)** –United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats.

**Field Test** –Preliminary administration of assessment items without the item counting towards the student’s score. The results are used specifically to determine if the item is appropriate for students at that specific grade level and ability.

**Field Test Items** – Items that are under evaluation for use on the operational forms of subsequent years. The field test data is used to develop a baseline to determine if the item would be a good fit for the assessment.

**Fixed-form** – an assessment where the questions are pre-established in a set fixed order for delivery to the test taker.

**Garden State Network (GSN)** – A multi-agency, multi-protocol network that supports State agencies through dedicated and switched services in support of centralized and distributed data processing applications resident in mainframe, mini-computer, local area network (LAN), and personal computer environments.

**Header Sheet** –A pre-slugged (i.e., already filled), scannable document placed on top of used answer folders, grouped by a particular assessment.

**Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule** –Establishes national standards to protect individuals’ medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.

**Hot Spare** – A backup component that can be placed into service immediately when a primary component fails, also known as a Hot Standby.

**Identity Provider (IdP)** – is a service that stores and manages digital identities.

**Implementation Outreach Plan** – documents the methodology and work schedule for conducting the stakeholder outreach.

**Individualized Education Plan (IEP)** – is a document that details the special education instruction, supports, and services a student needs to thrive in school.

**Information Technology (IT)** – The study or use of systems (especially computers and telecommunications) for storing, retrieving, and sending information.

**Instructional Workgroup (ISWG)** –Specific terminology dealing with the NJSMART program.

**Internet Protocol Security (IPsec)** – A protocol suite for secure Internet Protocol (IP) communications that works by authenticating and encrypting each IP packet of a communication session.

**Internet Relay Chat (IRC)** – is a text-based chat system for instant messaging.

**Inter-rater Reliability Report** – A report produced daily by the Contractor at the scoring site for the purpose of quality control on the CRI scoring. The report will show how often a reader was not in alignment with the second reader.

**Item Adaptive Assessment** – an assessment that utilizes the response to a question to determine the difficulty the of the next question presented.

**Item Bank** – a repository of test items for an assessment.

**Item Bias** – is used to determine whether the items and Tasks unfairly advantage or disadvantage specific subgroup(s) of students on their performance.

**Item Characteristics Curve (ICC)** – is a graphical representation of the ability of the test taker versus the probability of the test taker endorsing the correct answer for the specific item. The higher the individual’s ability, the higher the probability of a correct response.

**Item-Efficiency Analysis** – provides the discrimination efficiency levels at each ability level.

**Item Response Theory (IRT)** – is the study of test and item scores based on assumptions concerning the mathematical relationship between abilities (or other hypothesized traits) and item responses.

**Lead Item Writer** –An employee of the Contractor that is Tasked with overseeing the item development for a specific assessment in the New Jersey Assessment Program.

**Limited English Proficient (LEP)** – Students from preschool through grade 12 whose native language is other than English and who have sufficient difficulty speaking, reading, writing, or understanding the English language as measured by an English language proficiency test, so as to be denied the opportunity to learn successfully in classrooms where English is the language of instruction. Now referred to as Multilingual Learners.

**Linear Fixed** –An assessment that contains a fixed set of questions appearing in specific order.

**Local Area Network (LAN)** –A computer network that links devices within a building or group of adjacent buildings.

**Local Education Agency (LEA)** –A collection of schools under the direction of a local Board of Education. This is another term used to represent a School District.

**Managed File Transfer (MFT)** – Enterprise service to securely manage all file transfer activities.

**Mantel-Haenszel Approach** – A method (often used particularly in meta-analysis) to pool the results from several 2 x 2 contingency tables. It is also useful for the analysis of two dichotomous variables while adjusting for a third variable to determine whether there is a relationship between the two variables controlling for levels of the third variable.

**Material Ordering** – an online web form used to collect the initial and additional quantities of test materials required for each district for each assessment (both for the online delivery and paper-and-pencil delivery).

**Mathematics Standards of Content** – The knowledge, skills, and abilities a student should acquire from instruction during K-12 schooling is organized into content standards arranged by kindergarten through grade eight and subsequently by conceptual category to be completed in high school years.

**Mathematics Standards of Practice** – Cognitive processes that students should attend to when learning and practicing mathematics. Practices are listed and explained in cross-grade practice standards and may be assessed directly or indirectly.

**Measurement Specialist** –A NJDOE employee whose responsibility includes reviewing the data from the assessment to ensure it is error free.

**Memorandum Of Understanding (MOU)** –A formal agreement between two (2) or more parties.

**Multiprotocol Label Switching (MPLS)** – A type of data-carrying technique for high-performance telecommunications networks that directs data from one (1) network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.

**Multistage Adaptive Assessment** – an assessment that utilizes the responses to a set of questions to determine the difficulty of the next set of questions presented.

**New Jersey Department of Education (NJDOE)** – The state authorized governing agency for education in the State of New Jersey.

**New Jersey High School Proficiency Assessment (NJHSPA)** – the New Jersey graduation assessment requirement prior to the implementation of the Partnership for Assessment of Readiness for College and Careers (PARCC).

**New Jersey Graduation Proficiency Assessment (NJGPA)** – The current New Jersey assessment administered to students satisfying the graduation assessment requirement. The content is currently focused on ELA grade 10 standards as well as algebra I and geometry standards for mathematics.

**New Jersey Office of Information Technology (NJOIT)** –An office within the State of New Jersey’s executive branch charged with managing enterprise infrastructure, developing statewide applications, and establishing policies and standards governing State agencies' use of technology.

**New Jersey State Board of Education (NJ SBOE)** –Group of Governor appointed individuals who are responsible for adopting administrative code. They enact such rules to supervise and govern the state’s roughly 2,500 public schools serving 1.38 million students. In addition, the State Board advises on educational policies proposed by the Commissioner and confirms New Jersey Department of Education staff appointments made by the Commissioner.

**New Jersey Standards Measurement and Resource for Teaching (NJ SMART)** – The Department of Education’s NJ Standards Measurement and Resource for Teaching (NJ SMART) is a comprehensive statewide longitudinal data system solution that serves multiple purposes: staff/student identification, data warehousing, data reporting, and analytics.

**New Jersey Student Learning Assessment (NJSLA)** –The New Jersey Student Learning Assessment for English Language Arts (NJSLA-ELA) and Mathematics (NJSLA-M) are intended to measure student progress in their mastery of the New Jersey Student Learning Standards for English language arts and mathematics.

**New Jersey Student Learning Standards (NJSLS)** –The New Jersey Student Learning Standards for English Language Arts (NJSLS-ELA) and Mathematics (NJSLS-M) which built upon the Common Core Content Standards and reflect the skills and knowledge students need to succeed in college, career, and life.

**No Child Left Behind Act (NCLB)** – The No Child Left Behind (NCLB) Act of 2001 (NCLB), signed into law in 2002, reauthorized the Elementary and Secondary Education Act of 1965 (ESEA), the major federal law authorizing federal spending on programs to support K-12 schooling. ESEA is the largest source of federal spending on elementary and secondary education. No Child Left Behind Act of 2001, P.L. 107-110.

**Online Testing Platform User’s Guide** – a document that assists the end user in interacting with the online testing platform.

**Open-ended Question –** A question where the person completing the Task must write or type a response.

**Operational Test** –The portion of the assessment that contains questions from which the student score is derived.

**Operational Work Plan (OWP)** - is a living document that shall be revised each year through the life of the Contract which identifies work Tasks, milestones, responsible Contractor staff, completion dates, predecessor Tasks, and deliverables for that year.

**Operational Yearly Schedule (OYS)** –A plan that clearly defines the actions it will take to support the strategic objectives and plans of the Science Assessment Program.

**Paper-Based Testing (PBT)** –The version of the NJSLA that is administered in a Fixed-form version printed and shipped to districts with the intent to have the students respond in an answer folder or consumable test booklet.

**Partnership for Assessment of Readiness for College and Careers (PARCC)** –A group of states working together to develop a set of assessments that measure whether students are on track to be successful in college and their careers.

**Payment Card Industry (PCI)** –A proprietary information security standard for organizations that handle branded credit cards from the major card schemes.

**Performance Level Descriptors (PLDs)** –A descriptor that articulates the knowledge, skills, and practices that students performing at a given level should be able to demonstrate at each grade level.

**Personal Needs Profile (PNP)** –A listing of an individual’s needed accommodations.

**Personally Identifiable Information (PII)** – Any data that could potentially identify a specific individual. Any information that can be used to distinguish one (1) person from another and can be used for de-anonymizing anonymous data.

**Planning Meeting** – A meeting between the Contractor and the State Contract Manager, in which the primary focus is to evaluate the schedule and production plan for the project.

**Point-Biserial Correlation** –A correlation measure of the strength of association between a continuous-level variable (ratio or interval data) and a binary variable.

**Post-Review Meeting** – A meeting between the Contractor}and the State of New Jersey to discuss the previous testing administration and how improvements can be made in the upcoming administration.

**Preliminary Contingency Plan (PCP)** – is a backup plan designed to address unexpected events or risks that could impact the project's timeline, budget, or quality and at a minimum contains the following sections: backup and recovery strategies; continuity of operations; disaster recovery; and crisis management.

**Preliminary Work Plan (PWP)** – the initial draft of the Operational Work Plan that is submitted with the Bidder’s Quote.

**Pre-Gridded** –Information that has been entered into a document prior to the intended user receiving the document.

**Project Launch Meeting (PLM)** –The first meeting post Contract award between the State and the Contractor for the purpose of defining base elements identified in the Scope of Work and Contract planning activities.

**Psychometrics** –The measurement of an individual's psychological attributes, including the knowledge, skills, and abilities a professional might need to work in a particular job or profession.

**Psychometrician** –A person who practices the science of measurement, or psychometrics*.*

**P-Value** –The probability of obtaining a result equal to or "more extreme" than what was actually observed, when the null hypothesis is true.

**Question and Test Interoperability (QTI) standards** –A freely available specification that builds upon previous versions of QTI and APIP (Accessible Portable Item Protocol) to provide a standard for presenting assessment content and enables the interoperability of assessment items and tests.

**Range Finding** – The process of evaluating a sample of responses to set scoring criteria for the entire population of responses to an item.

**Rasch Difficulty** – A psychometric model for analyzing categorical data, such as answers to questions on a reading assessment or questionnaire responses, as a function of the trade-off between (a) the respondent's abilities, attitudes or personality traits and (b) the item difficulty.

**Rating Item Question** –An item on a survey that ranks criteria based on a predetermined scale. For example: “On a scale of 1 – 5, 1 being the worst and 5 being the best”.

**School District (District)** –A geographical unit specific to a grouping of public, charter, and/or Renaissance primary and secondary schools for formal academic or scholastic teaching that is governed by a School Board and lead by a Superintendent or Chief School Administrator. Also known as a Local Education Agency (LEA).

**Renaissance school** – is a failing district in which renaissance school projects shall be established.

**Renaissance School Project** – is a newly-constructed school, or group of schools in an urban campus area, that provides an educational program for students enrolled in grades pre-K through 12 or in a grade range less than pre-K through 12, that is agreed to by the school district, and is operated and managed by a nonprofit entity in a renaissance school district. A school or group of schools may include existing facilities that have undergone substantial reconstruction by the Renaissance School Project applicant. A substantial reconstruction shall: meet all applicable building codes; comply with the Uniform Construction Code enhancements where the health and safety of the building occupants are affected; comply with all "Americans with Disabilities Act of 1990" regulations outlined in the New Jersey Barrier Free Subcode at N.J.A.C.5:23-7 et seq.; and comply with the Uniform Construction Code and other applicable State and federal laws for radon, lead, asbestos, and other contaminants and be subject to the enforcement of such standards by the applicable State or federal agency. The first facility of a Renaissance School Project shall be a newly-constructed school facility which is designed to house, upon completion, at least 20 percent of the total number of students to be enrolled in the renaissance school project.

**School Identification Number (SIN)** –A unique number assigned to each school for the purposes of data tracking and management.

**School Test Coordinator (STC)** –An individual in a school building who is responsible for proper administration of the New Jersey Assessment Program in that specific school building.

**Scoring Director** –An employee of the Contractor who is responsible for the scoring of the New Jersey Assessment Program assessments.

**Scoring Manager** –An employee of the Contractor who reports directly to the Scoring Director and aids the Scoring Director in the completion of their Tasks.

**Section 504 Plan(s)** – An education plan similar to an IEP that is put into place for reasons differing from the requirements of an IEP.

**Sensitivity Committee** –A Committeewhose responsibility is to review the items prior to field test and the statistical data on field tested items related to bias.

**Special Districts** – Are classified as Charter Schools and Special Schools for the Handicapped.

**Schools Interoperability Framework (SIF)** – The Schools Interoperability Framework (SIF) is blueprint for enabling diverse applications to interact and share data related to entities in the PK-12 instructional and administrative environment.

**Security Assertion Markup Language (SAML)** – is an open federation standard that allows an Identity Provider (IdP) to authenticate users and then pass an authentication token to another application known as a service provider.

**Single Sign On (SSO)** – is an identification method that enables users to log into multiple applications and websites with one set of credentials.

**Standard Error of Measurement (SEM)** – expresses the average amount of error across the score range.

**Standard Setting Committee –** A Committee whose responsibility is to evaluate the assessment and make a recommendation for the passing score and other cut scores for the assessment.

**State of NJ Shared IT Architecture** – An infrastructure designed to rapidly accommodate growth and replacement of hardware, middleware, software and communications as new business needs arise or when efficiencies can be realized by upgrading or replacing existing components.

**State Summary Report** – a report at the state level with the breakdown and organization of the data aggregated into categories established by the SCM.

**Student Identification (SID)** – A unique ten (10) digit identification number assigned to every student in the New Jersey public school system; which allows for and facilitates reporting, performance tracking, and data analysis services, both at the state and local levels.

**Suppressed Data** –Data items are suppressed when they would otherwise enable members of the public to access information that is personal to students and confidential or when they are based upon counts from one (1) to ten (10) and are, therefore, considered too small to be reliable.

**Team Leader** –A person who is contracted by the vendor to participate in scoring the New Jersey Assessment Program assessments. They are additionally expected to perform a third reading of CR if issues occur. This person should also be classified as an Expert Reader by the NJDOE.

**Technical Advisory Committee (TAC)** – A committee of up to eight (8) members from around the country, selected by the SCM, that advise the NJDOE about technical matters related to its assessment programs.

**Technology-Enhanced Items (TEIs)** – Computer-delivered items that include specialized interactions for collecting response data. These items include interactions and responses beyond traditional selected-response or constructed-response.

**Test Blueprint** –A document that specifies the layout and design of an assessment, including the number of questions and breakdown of questions per topic.

**Test Content Development Plan** – the document which outlines the development focus for the upcoming contract year.

**User Acceptance Testing** **(UAT)** - is called application testing or end-user testing, is a phase of software development in which the software is tested in the real world by its intended audience.

**Web Content Accessibility Guidelines (WCAG) 2.0** – A set of guidelines intended to make content accessible to a wider range of people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity and combinations of these. Following these guidelines will also often make your Web content more usable to users in general.

**Weighted Scoring Model** –A scoring methodology that establishes a weight for each question, and then multiplies the weight by the response value to obtain a weighted value for each question.

**XML** – a metalanguage which allows users to define their own customized markup languages, especially in order to display documents on the internet.

1. NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems (https://csrc.nist.gov/publications/detail/sp/800-47/rev-1/final ) [↑](#footnote-ref-2)