

ALTERNATE ASSESSMENTS FOR BIE SCHOOLS

Statement of Work (SOW)

1.0 INTRODUCTION

The Bureau of Indian Education (BIE)'s mission, as described in 25 Code of Federal Regulations (CFR) Part 32.3, is to provide quality education opportunities from early childhood through life in accordance with a tribe's needs for cultural and economic well-being, in keeping with the wide diversity of Indian tribes and Alaska Native villages as distinct cultural and governmental entities. Further, BIE is to manifest consideration of the whole person by considering the spiritual, mental, physical, and cultural aspects of the individual within his or her family and tribal or village context. These assessments will be used for accountability purposes in accordance with 25 CFR 30.100-125.

2.0 PURPOSE

BIE requires student Alternate assessments aligned to BIE's College and Career Ready Standards in English Language Arts (ELA), Mathematics (grades 3-8 and 11) and Next Generation Science Standards (NGSS) for Science (grades 5, 8, and 11) for students with the most significant cognitive disabilities. These assessments are intended for students attending BIE-funded schools. For the base year, BIE requests a Commercial Off-the-Shelf (COTS) student assessment proposed by the Contractor; however, for potential option years, BIE reserves the right to require customization of the COTS student assessment which meets the needs of the BIE.

The COTS student assessment proposed by the Contractor must be fully operational with completed standards setting and not be in a pilot status. The Contractor shall manage required licenses and memoranda of understanding for COTS assessments. In addition, the Contractor shall be responsible to identify and pay all costs associated to the assessments. BIE requires alignment studies and/or technical reports or other similar evidence that the COTS is aligned to the BIE College and Career Readiness Standards for ELA and Math Alternate assessment and NGSS for Science Alternate assessment.

3.0 SCOPE

BIE requires the Contractor to provide and deliver operational Annual Alternate Student Assessment Services and Professional Training Services in the following Component Areas: (1a) Assessment (On-line and option for paper-based, as needed), (1b) Student Registration Portal; (1c) Reports (paper copies); (1d) Reports (electronic deliverables); (1e) Assessment Reporting Platform to house annual score results; (2) Test Administration and Data Integration Training; (3) Project Management Services and (4) Helpdesk Services.

These services are required for BIE schools and students beginning in the 2026-2027 school year through the 2030-2031 school year. During the option years, BIE may require another two components: (5) Optional Test customization (6) Interim Assessment.

The following are estimated number of students who will need assessments per year.

Grade Levels						
3	4	5	6	7	8	11
30	30	40	40	30	30	20

Component Activity	Component No.	Requirements
Paper-based and Online Assessments	1a	The Contractor shall produce, deliver and score paper-based and online annual student assessments to BIE-funded schools in sufficient quantity and in time for Spring 2027 assessment administration. The student assessments will be administered to grades 3-8 and at least one grade in high school as specified by the BIE.
Registration Portal	1b	The Contractor shall provide a secure online registration portal that interfaces with BIE's established Student Information System (SIS) to upload student registration and administrative data for the student assessments. The Contractor will collaborate with the SIS vendor on this task. This deliverable will include an enrollment report identifying the students registered for the assessments.
Reports-Paper Copies	1c	The Contractor shall obtain, print and deliver two copies of individual student reports (ISRs) and one copy of a parent report to BIE-funded schools. The Contractor shall provide BIE aggregate assessment result reports by classroom, school, district and state to BIE.
Reporting-Electronic Deliverables	1d	The Contractor shall provide an annual electronic student data report that meets the file specifications of U.S. Department of Education EdFacts required report related to Assessments. The Contractor will make available through the on-line Data
Assessment Reporting Platform	1e	Warehouse portal to house and retrieve score reports and user access levels, electronic copies of student reports and school level reports and rosters to each participating BIE-funded school and to the BIE as the State Education Agency (SEA) and aggregate student data reports to regional divisions.

Test Administration and Data Integration Training	2	The Contractor shall develop and deliver virtual and onsite test administration and data integration trainings (e.g., upload roster files, data quality, error reports, etc.) to all designated schools for school test coordinators. Virtual training courses shall be scheduled and coordinated with the Chief Academic Office (CAO), up to six (6) virtual training courses. Virtual trainings shall be recorded and made available upon request. On-site Training offerings shall be provided at locations determined by CAO, up to four (4) onsite training courses. The Contractor shall provide experienced and knowledgeable trainers to provide onsite training and web-based virtual training sessions with multiple school administrators. The Contractor shall provide weekly (1 hour – office hour) virtual professional support to further assist designated school test coordinators in the performance of their roles and responsibilities in the administration of the assessment testing.
Project Management Services	3	The Contractor shall provide Project Management services including invoices, reports and tracking of services rendered under the contract. The Contractor shall include a communication plan and schedule and facilitate calls at the end of each month with the BIE COR to address the expenditures and balances of the contract per Contractor written report. The Project Manager will be responsible for the overall success of the requirement and quality control.
Helpdesk Services	4	The Contractor shall provide a helpdesk for BIE school site and central office staff to call for assistance with accessing, navigating and utilizing the registration portal. Helpdesk services shall also be available for questions, concerns or any other technical issues during assessment administration and post administration.
Option Years 1-4, Optional Services, Test Item Customization	5	Test Item customization in future option years. Contractor will assist in test item development that is aligned to any new standards or revisions the BIE implements as part of Alternate. This includes integrating test items from BIE's Test Bank items. BIE will have ownership of all new test items developed during the contract. (Option Years)
Option Years 1-4, Optional Services - Interim Assessments with Test Administration Training	6	Interim Assessments with test administration training for grades 3-8 and one grade in high school. (Option Item) Virtual training shall be scheduled and coordinated with the Chief Academic Office (CAO), up to six (6) virtual trainings. Virtual trainings shall be recorded and made available upon request. (Option Item).

4.0 SPECIFIC TASKS

Component 1 – Assessment Administration and Scoring

1a. Assessment Delivery. - Contractor will provide the Assessments under the Contract to BIE schools in both paper and on-line formats in the required quantity and in time for annual spring administration, beginning with Spring 2027. Assessments and assessment format should align to support a high population of English Language Learners. BIE schools will select test administration dates within the annual testing windows set by the BIE.

Contractor will provide assistance to BIE schools regarding the assessment administration activities (e.g., help desk support, reconciliation of test quantity issues, portal support, etc.)

1b. Registration Portal. Contractor will be responsible for providing the BIE schools with access to the Contractor's test administration portal. BIE will be responsible for working with the Contractor to enter student information and registration data as described below. The Student Registration Portal shall be dedicated to BIE use only and not shared with another State Education Agency SEA.

A. Uploading Student Information. Contractor is required to collaborate with BIE's SIS vendor to ensure the correct student data/demographic files are seamlessly extracted from SIS and uploaded into the assessment portal.

- i. Contractor will provide BIE with the capability to interface with BIE's student information system to upload student information data, as required, for the timely and accurate registration of the assessments.
- ii. Contractor shall provide BIE with access to Contractor's online administrative portal to upload student information data. Contractor will create a user role for BIE to allow it to enter BIE student information data.
- iii. The online portal shall have functionality for the import and management of assessment registration data of BIE students (including student accessibility needs and preferences).
- iv. The online portal shall allow authorized users to schedule testing sessions for the Contractor assessments within the BIE Test Administration Window. Contract shall allow administrative users to manage test assignments to students, based on the business rules to be defined by the BIE and Contractor policies for scheduling across states and the testing window.

B. Registering Students. Contractor is required to collaborate with BIE's SIS vendor to ensure the correct student data/demographic files are seamlessly extracted from SIS and uploaded into the assessment registration portal.

- i. Contractor with BIE assistance will be responsible for uploading into the online portal BIE the initial organization information, participation counts, and student registration information by the last Friday in October each year. The Contractor will review the data and addresses provided. BIE shall be notified of any concerns with data quality issues. BIE will have an opportunity to amend the information by the second Friday in December each year. Additional organizations and students entered after this time will be processed as additional

orders. After the initial upload of data into the portal, BIE- funded schools may also have access to change, add, or subtract students from the assessment regime.

- ii. Security Plan. Contractor shall follow the same data privacy and security safeguards and guidelines for BIE, as a federal agency, as it follows for other participating states, and as described in the Contractor Operational Plan. Contractor will provide a copy of the Security Plan to BIE.

C. Quality of Work Products. Contractor is responsible for correcting any errors in work products at the Contractor's expense, arising from activities that are the responsibility of the Contractor. Contractor shall not be financially responsible for errors that result from the actions of BIE. In the event of errors introduced or caused solely by a third party, The contractor will be responsible for correcting errors or omissions and cost associated. Such corrections may involve activities that include, but are not limited to:

- i. Conduct analysis to identify the cause and extent of errors
- ii. Edit, revise, and/or reprogram computer-based applications
- iii. Reprint and/or reproduce products or other materials
- iv. Replace and/or correct data files
- v. Reproduce reports

D. Ship replacement products or reports to the school/district/ BIE using expedited shipping services

1c. Reports-Paper Copies. - Contractor shall be responsible for all necessary work to provide BIE schools the hard-copy results of the assessment reports, as described below:

- A. Contractor will print and deliver paper copies of student proficiency level reports. Each school will be provided: (1) two copies of individual student proficiency report, and (2) one copy of a grade level report (grade 3,4,5,6,7,8 and 11) with aggregate student proficiency data. Under its contract with BIE, Contractor will conduct standard setting and establish cut scores for the assessment in July-September 2027. A more detailed reporting schedule for paper copy reports will be determined by the kick-off meeting. Contractor is to assist BIE with supporting evidence for the peer review process.
 - i. Contractor will provide student-level and aggregate-level in the scoring guide, information that is written in language that is easily understood for parents, guardians, or educators to use to evaluate the student's level of academic achievement in all assessed academic areas.
 - ii. The Contractor and the BIE will work together to confirm the quality of the data exchanged i.e. graphics, color schemes, file layouts for the purpose of BIE reporting.
 - iii. The BIE, with Contractor's assistance, will reconcile lists of students provided to the vendor with test results to determine the actual numbers of students taking the assessment.
 - iv. The Contractor will conduct statistical analyses of BIE students' assessment results and alert the BIE if issues relevant to the interpretation of the assessment results arise. For example, Contractor will identify patterns in which an unusually large number of BIE students missed a particular test item.
 - v. Reporting assessment results to the BIE should be in a machine-readable format: Microsoft Excel (.xls or .xlsx), comma separated values (.csv), tab delimited or other columnar text file (.txt) format, or as an SPSS data file and provide in a PDF format.

1d. Reporting-Electronic Deliverables - Contractor shall be responsible for all necessary work to provide BIE electronic data for the assessment results and reports, as described below.

- A. The Contractor will provide an Electronic Data Warehouse to house and retrieve score reports and user access levels, electronic copies of student reports and school level reports and rosters to each participating BIE-funded school and to BIE as the State Education Agency (SEA) and aggregate student data reports to regional divisions. Electronic results from the spring 2027 administration will be available in September – October 2027. A more detailed reporting schedule for electronic reports will be determined by the kick-off meeting.
 - i. Contractor will provide student-level and aggregate-level in electronic form that is written in language that is easily understood for parents, guardians, or educators to use to evaluate the student's level of academic achievement in all assessed academic areas.
 - ii. The Contractor and the BIE will work together to confirm the quality of the electronic data exchanged for the purpose of BIE reporting.
 - iii. All reports generated for public consumption should comply with the guidelines of the Family Education Rights and Privacy Act (FERPA) and 508 compliances, to be approved for publication by BIE.
 - iv. Any assessment results file needs to be formatted to meet the requirements of BIE's student information system (SIS). The contractor will need to work with the BIE and the BIE's SIS vendor to import the scores after every test window.
 - v. Transmission of student-level electronic data to or from the BIE and the contractor will be by secure File Transmission Protocol, SSH, or other secure means that will be mutually agreed upon by the BIE and the contractor.
 - vi. For the assessments used for accountability and federal reporting purposes, based on EdFacts file specifications, reporting should identify the student's present level of academic achievement, academic growth and any other indicators specified by BIE.
- B. Quality Control. Contractor shall follow the same quality control processes for BIE as it follows for other SEAs, and as described in the Contractor Operational Quality Plan. Contractor will provide a copy of the Quality Control plan to BIE, meeting BIA/BIE Quality Control requirements.
- C. Data Integrity. Contractor's portal and platform shall provide end-to-end data protections to verify data integrity while such data is in Contractor's possession during processing, storage, and transportation between applications and interfaces and meet federal data integrity requirements.
- D. System Access Security. Contractor's portal and platform shall provide auditable access controls throughout the entire data management life cycle, including access control, confidentiality, monitoring, and threat detection and meet federal system access security requirements.
- E. Data Regulatory Compliance. Contractor shall comply with all relevant state and Federal laws including FERPA, COPPA and CIPA regulations, to the extent applicable to the services provided by Contractor hereunder.

1e. Assessment Reporting Platform:

- A. Version of Assessment Registration Portal and Assessment Delivery Platform. Contractor shall provide the BIE with access to the latest version of online portal during the term of the Contract.

"Latest version" as used in this Paragraph is defined as the most currently released version of online portal that is available at the point in time necessary to meet all deliverable dates required for an Annual Assessment Administration. Throughout the life of the Contract, online portal will be upgraded to address known issues and other enhancements agreed to by the parties. "Known issues" are based on performance issues from previous administrations and feedback from users. "Known issues" does not necessarily include all Contractor requests for enhancements.

Component 2. Test Administration and Data Integration Training

- A. The Contractor shall provide multiple test administration training opportunities per year based on levels of knowledge of test administration to BIE schools to include virtual and on-site offerings (up to 4 on-site and 6 virtual training opportunities).
- B. The Contractor shall provide weekly (1 hour – office hour) virtual professional support to further assist designated school test coordinators in the performance of their roles and responsibilities in the administration of the assessment testing during the approximate 14 weeks of the Helpdesk opening.
- C. An online learning platform designed to help staff administer the assessments must be provided. There should be a collection of varied multi-media resources (from brief tutorials and demonstrations to multi-part courses) available to all schools utilizing the assessments.
- D. The Chief Academic Office will determine what schools would benefit from the on-site and/or virtual training sessions, with the COR having the final approval of all sessions. A proposed offering of virtual and on-site training sessions should be included with the bid for this contract.
- E. A Test Coordinator (TC) and Test Administration (TA) Manual shall be developed for BIE and used as a reference for training.

Component 3. Project Management Services

- A. The Contractor shall be responsible for all work necessary to implement the invoicing, reporting, tracking, and monitoring of services rendered under the Contract, including:
 - i. Contractor will provide financial and tracking reports in a format approved by BIE.
 - ii. In the event the BIE has a required preference for a specific type of report that is provided pursuant to the Contract, the BIE shall notify the Contractor of such preference and provide the format/template to Contractor
- B. Delayed Dependent Deliverables. In the event of any delays by Contractor or in furnishing materials, its approval of services, and return of required documents or information, the time for performance by the Contractor shall be extended by an amount of time equal to the delay created by such occurrences or a new due date shall be negotiated.

Component 4. Helpdesk Services. Schools will have access to Helpdesk services, Monday through Friday, 9:00 AM to 3:00 PM local time during the registration period (approximately 5 weeks), test administration period (approximately 6 weeks) and post administration period (approximately 3 weeks). The Contractor's Helpdesk shall be available for assistance during the Pacific, Mountain, Central and Eastern Time Zones and include both telephone and online chat support. Federal holidays are excluded. Hold time for Helpdesk Services shall not exceed 15 minutes.

Component 5. Optional Test Item Customization. Test Item Customization consists of modifying or enhancing existing test items or assessment content already provided under the base requirement; it does not include development of new assessments or creation of new products. BIE will own any customized items as part of this contract. The Contractor will add culturally relevant prompts, narratives and materials over the course of the contract options year, specifically after the base year.

- A. Review and analysis of vendor's test item blueprint
- B. Analysis of BIE needs of customization of test items for student population
- C. Identify potential revising of custom items for BIE will be part of the Alternate Assessment Service CLIN.
- D. Facilitate BIE educator workgroup(s) for item writing
- E. Pilot test items
- F. Add to test item bank
- G. Manage documentation of processes and procedures

Component 6. Optional Services

- A. Interim Assessments with Test Administration Training – Contractor will provide interim assessments aligned to the summative assessment and academic content standards. (see Appendix 1)
- B. The Contractor shall develop and deliver virtual test administration and data integration trainings (e.g., upload roster files, data quality, error reports, etc.) for optional services to all designated schools for school test coordinators. Virtual training courses shall be scheduled and coordinated with the Chief Academic Office (CAO), up to six (6) virtual training courses. Virtual training shall be recorded and made available upon request.

5.0 PERIOD OF PERFORMANCE

The anticipated period of performance shall be for a base and 4-1 year option periods.

6.0 COMMUNICATION VENUES

- A. The Contractor will hold weekly meetings via virtual or conference calls with the BIE Assessment Manager, CAO, COR and other BIE staff on an as needed basis, to ensure that assessment administration is on-track and to address any issues that may interfere in the administration of the assessment, the delivery of assessment results, or other technical issues that may arise.
- B. The Contractor will establish a help desk or similar support system for BIE schools and other personnel to call to receive support with the assessments offered in this contract.
- C. The Contractor will meet in person with the BIE Assessment Team and COR at BIE selected or at the vendor's location no more than twice per contract year. The contractor should submit a proposed schedule in their bid to accomplish this task.

7.0 DELIVERABLES/DELIVERABLE SCHEDULE

To fulfill this effort, the Contractor shall complete the following deliverables. Unless otherwise specified, the BIE will have a maximum of fifteen (15) calendar days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, approve or disapprove the

deliverable(s). The Contractor will also have a maximum of fifteen (15) calendar days from the day comments are received to incorporate all changes and submit the final deliverable to the government. All days identified below are intended to be workdays unless otherwise specified.

Deliverables Schedule

No.	Deliverable	Responsibility	Date
1	Kickoff Meeting	BIE	Within 10 business days after award
2	Student Registration Portal	Contractor	Within 60 days after award
3	Schedule to Administer Assessments to all BIE Schools	Contractor	Within 60 days after award
4	Test Administration Manual	Contractor	Within 90 days after award
5	Coordination of Training for Teachers on Administration of the Assessments	Contractor	Within 90 days after award
6	Assessment Reports	Contractor	TBD
7	On-site/Virtual Training session	Contractor	Within 120 days after award
8	Project Management Services Weekly Meetings	Contractor	Every Tuesday
9	Help Desk Support	Contractor	Daily during the registration and testing period
10	Test Item Customization (future option years)	Contractor	TBD
11	Interim Assessments (Option)	Contractor	TBD

* Example of Weekly Reports include meeting notes, agendas, status of deliverables, tracking of progress, items for discussion, decisions made, next steps, important dates and deadlines. The content of Training materials and any messages sent to the BIE schools and staff by the contractor will be approved by the Government prior to publishing or sending.

8.0 SECURITY REQUIREMENTS

The Contractor shall comply with all of the security and compliance requirements summarized in this section, or any additional federal requirements, for any data stored on the vendor's servers.

Security Requirements:

1. The system shall protect and maintain the confidentiality, integrity, and availability of the data at all times.
2. The system shall allow only authorized users with valid credentials to access the system.

3. The system shall authorize access levels by user type.
4. The system shall be capable of supporting a Data Leakage Tool.
5. The system shall encrypt all sensitive data in accordance with FIPS 140-2.
6. The system shall employ all of the security controls required for a system with a FIPS 199 categorization of Moderate.

Compliance Requirements:

1. The vendor shall comply with National Institute of Standards and Technology (NIST) Special Publications (SP), in particular, SP 800-53, Recommended Security Controls for Federal Information Systems and SP 800-53A, Guide for Assessing the Security Controls in Federal Information Systems, and Federal Information Processing Standard (FIPS) publication 200, Minimum Security Requirements for Federal Information and Information Systems.
2. The vendor shall comply with NIST Special Publication 800-27A, Engineering Principles for Information Technology Security (A Baseline for Achieving Security) Revision A.
3. The vendor shall comply with the all current DOI IT Security Policies.
4. The vendor's access to BIE systems, if needed, will be dependent upon completion of a background investigation.
5. The vendor shall ensure system components are in compliance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).
6. The vendor shall ensure their system is in compliance with OMB Circular A-123 standards.
7. The vendor shall ensure system is in compliance with DOI policies and guidance.
8. The vendor shall ensure system is in compliance with the Privacy Act as amended, 552a and Section 208 of the E-Government Act of 2002, 43 in addition to 25 CFR Part 20 and 25 U.S.C. that authorize collection of data.

The contractor shall comply with the Rehabilitation Act of 1973 and Rehabilitation Act Amendments of 1998, Section 508, Information Technology Accessibility Requirements – Electronic and Information Technology. The contractor shall identify the standards that are applicable to specific products shown in your catalog and/or to the on-line web-application, which must meet Section 508 requirements.

In the event that an identified product, service, or the on-line website is not fully compliant with the applicable standards, the contractor shall provide an explanation as to how the product or service does not comply with the identified standard(s). In addition, information on Section 508, including the complete listing of all the standards, is accessible at: <https://www.section508.gov>

9.0 SUBCONTRACTORS

The Contractor must obtain the permission of the BIE to approve any Subcontractor for performance under the resultant contract.

The Prime Contractor is responsible for subcontract award, technical performance of the subcontractor and deliverables in terms of quality and timeliness, monitoring progress, and timely payment to the

subcontractor for the work accomplished under subcontract terms.

10.0 GOVERNMENT FURNISHED EQUIPMENT

- A. The BIE will provide the vendor with a list of students with their unique ID identified for taking the assessments at each assessment window.
- B. The BIE funded school will provide computers upon which the assessment may be administered.
- C. The BIE funded school will provide an Internet connection to support the administration of the assessment or a server at the school from which the assessment may be delivered on the school's local network.

12.0 ACCEPTANCE

The COR will review, for completeness, preliminary or draft documentation and final documentation that the Contractor submits within fifteen (15) calendar days after receipt of documents and may return it to the contractor for correction. Absence of any comments by the COR will not relieve the contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be in writing. The contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

General quality measures, as set forth below, will be applied to each deliverable received from the contractor under this SOW.

- i. Accuracy - work products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- ii. Clarity - work products shall be clear and concise. Any/all diagrams shall be easy to
 - i. understand and be relevant to the supporting narrative.
- iii. Consistency to requirements - all work products must satisfy the requirements of this SOW.
- iv. File editing - all text and diagrammatic files shall be editable by the BIE.
- v. Format - work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- vi. Timeliness - work products shall be submitted on or before the due date specified in this SOW or submitted in accordance with a later scheduled date determined by the government.

12.1 TRAVEL

12.1 Pre-Travel Authorization

- A. The Contractor shall not incur any travel costs without prior written approval from the Contracting Officer's Representative (COR).
- B. All travel requests must be submitted in writing to the COR at least 10 business days before the proposed travel date.
- C. Requests shall include:

- i. Traveler name(s)
- ii. Purpose of travel and linkage to contract deliverables
- iii. Detailed itinerary (dates, locations, activities)
- iv. Any travel projected to exceed standard federal per diem or lodging rates must be justified and approved in writing by the COR prior to incurring costs.
- v. Travel costs shall not include general and administrative (G&A) or profit.
- vi. The COR will review requests to ensure travel is essential to advancing contract services.
- vii. Travel is a reimbursable Contract Line-Item Number (CLIN),-failure to obtain approval may result in non-payment based on the provided travel rate for in scope and additional travel.

12.2 Post-Travel Reimbursement

- A. The Contractor shall submit a complete reimbursement package to the COR within 10 business days after travel completion, prior to submission in IPP.
- B. The reimbursement request shall include an itemized listing with:
 - i. Traveler name
 - ii. Approved travel authorization reference
 - iii. Dates of Travel
 - iv. Final itinerary
 - v. Purpose of travel
 - vi. Original receipts for all expenses (hotel, airfare, rental car, fuel, parking, tolls, etc.)
 - vii. Tax statements if applicable
- C. The COR will review to ensure compliance with FTR § 301-2.2 and FAR 31.205-46 before approving for IPP submission.
- D. Any changes to previously approved travel (e.g., early return, itinerary changes) must be re-approved by the COR in writing.
- E. The traveler is responsible for all costs exceeding preapproval allowable travel rate and quote. Cost in scope reimbursement limits under FTR, including excess costs from circuitous routes, delays, luxury accommodation, or unnecessary services for official business (FTR § 301-2.4).

12.3 Compliance and Restrictions

- A. Travel rate proposed shall comply with Federal Travel Regulations (FTR) and FAR 31.205-46.
- B. Contractor shall maintain auditable records of all travel approvals and reimbursements for Government review.
- C. Travel costs shall be reimbursed at actual cost incurred, subject to allowable limits.
- D. Failure to comply with these requirements may result in denial of reimbursement.

13.0 LIMITED DISTRIBUTION OR USE OF CERTAIN DATA AND INFORMATION

- A. Performance of this contract may require the contractor to have access to and use of data and information which may be considered proprietary by other customers, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the government and others.
- B. The contractor agrees that contractor personnel will not divulge, or release data or information developed or obtained in connection with the performance of this contract until made public by the BIE, except to authorized BIE personnel, or upon written approval of the COR. To the extent of the work under this contract requires access to business confidential or financial data of other

companies, the contractor shall protect data so acquired from unauthorized use and disclosure and agrees not to use it for any purpose other than the performance of this contract. This data may be in various forms, such as documents, raw photographic prints, computer printouts or it may be interpretative results derived from analysis, investigation or study efforts. Further, the contractor shall not use nor copy any of this data or derivations thereof, for the purpose other than as may be necessary in the performance of this contract.

The contractor shall establish policies and procedures to implement the substance of this clause at the individual employee level that will ensure that affected employees are made aware of the contract provisions and the contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of the statutes and regulations applicable to the handling of other contractor business confidential of financial data.

- C. Except as may be otherwise agreed to with a data owner, the contractor further agrees it will not use, disclose or reproduce proprietary data belonging to customers and which bears a restrictive legend, other than as required in the performance of this contract; provided, however, that nothing herein shall be construed as:
- i. Precluding the use of any such data independently acquired by the contractor without such limitation; or
 - ii. Prohibiting an agreement at no cost to the government between the contractor and the data owner that provides for greater rights to the contractor.

14.0 RESTRICTION AGAINST DISCLOSURE

The contractor agrees in the performance of this contract to keep all information supplied by the government and all information obtained in conducting the research in the strictest confidence, said information being the sole property of the government. The contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor authorize others to do so, taking such reasonable measures as are necessary to restrict the information to those employees who must have the information to perform the work provided herein. Contractor employees shall sign a Restriction Against Disclosure Statement. The contractor shall establish policies and procedures to implement the substance of this clause at the individual employee level which will assure that affected employees are made aware of the contract provisions and the contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of the statutes and regulations applicable to the handling of other contractor confidential financial data.

Appendix 1

Standards

Alternate assessment standards should link the content in the Common Core State Standards for ELA, Math and Next Generation Science Standards to academic expectations for students with the most significant cognitive disabilities.

Common Core Standards/BIE College and Career Ready Standards:

Common Core State Standards in Math, K-12: http://www.corestandards.org/wp-content/uploads/Math_Standards1.pdf

Common Core State Standards in English Language Arts, K-12:
http://www.corestandards.org/wp-content/uploads/ELA_Standards1.pdf

Next Generation Science Standards:
https://www.nextgenscience.org/sites/default/files/Where%20to%20Find%20the%20Standards%20-%20Final%20Snapshot_0.pdf