

CONTRACT #4
RFS # 331.03-00109
FA # 09-25699
Edison # 2319

Department of Education

VENDOR:
R & A Solutions, Inc.



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

BILL HASLAM
GOVERNOR

KEVIN HUFFMAN
COMMISSIONER

TO: Lucien Guise, Executive Director, Fiscal Review Committee
FROM: Kevin Huffman, Commissioner
DATE: April 4, 2012
RE: Request to appear before fiscal review committee regarding non-competitive contract request RFS # 33103-00109

Please consider the enclosed request for non-competitive amendment to the contract with R & A Solutions (RANDA). The contract provides for technical services related to processing state assessments. This amendment will allow for the following:

- (1) Provision of additional programming and management of online services to include a user management interface for use with multiple state initiatives and student demographic verification.
- (2) Updates to provide current personnel to the contract.

RANDA has provided services to the department through this contract since August 2008. This amendment utilizes existing contract line item pricing with additional hours or units provided to the following lines: custom programming, project management IT services, web hosting, and data storage services. In preparing for this amendment and reviewing the contract audit (attached to the supplement form) other line items were decreased or zeroed out based on previous usage and/or future plans. For example, the department has recently transitioned the packaging and distribution of assessment materials to our assessment vendor eliminating the need for additional inventory management services.

The state worked closely with the contractor to determine the hours needed to provide the additional programming and management. This will allow for teachers and administrators to use one interface for student data verification and teacher linkages, it will provide a single point of sign-on for additional interfaces, and it will provide for comparative analysis of data downloaded from the Education Information System with scanned assessment reducing the number of discrepancies from 66% experienced in the spring 2011 achievement assessment to a predicted 20-30%. In addition, the state owns all rights to the coding provided by RANDA.

Thank you for your consideration.

cc: Kristen McKeever, Director of Contracts
Zachary Rossley, Deputy Assistant Commissioner, Data and Communications

**Supplemental Documentation Required for
Fiscal Review Committee**

*Contact Name:	Deb Malone Sauberer	*Contact Phone:	532-6298		
*Original Contract Number:	FA0925699	*Original RFS Number:	331.03.001.09		
Edison Contract Number: <i>(if applicable)</i>	2319	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	August 19, 2008	*Current End Date:	August 16, 2013		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	June 30, 2012				
*Department Submitting:	Education				
*Division:	Assessment				
*Date Submitted:	April 18, 2012				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	R & A Solutions				
*Current Maximum Liability:	\$16,856,596.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY 2013	FY 2014
\$3,639,932	\$3,158,757	\$3,158,757	\$3,148,393	\$3,150,757	\$600,000
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY 2013	FY 2014
\$3,197,919	\$3,955,212	\$2,714,688	\$4,053,621	\$0	\$0
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:	State:	0	Federal:	\$16,856,596	

Supplemental Documentation Required for
Fiscal Review Committee

Interdepartmental:	0	Other:	0
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		Approximately \$20M	

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
See attached contract audit					

Quantities in the projected usage column have been modified to reflect both increases and decreases for FY12 and FY 13 based on revisions to project scopes. These quantities are highlighted in either light or dark yellow.

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
None					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Original contract awarded through RFP – only one other vendor submitted a proposal: Business information Group. This company has since gone out of business. The original RFP cost proposal total maximums were:
Business Information Group: \$46,404,539.60
R&A Solutions: \$27,083,894.00

Contract Payments to RANDA in Stars

Contract	Grant	Effective Month	Vendor Number	Vendor Name	Vendor	Invoice	New	Transaction	Warrant	Redeemed	Vendor	
Int	Cen	Month	Number	Name	or	Number	Transaction	All	Number	Date	Dishursements	
331.03	475	CN8	AAX	SEPTEMBER 2008	V200388714 00	R & A SOLUTIONS INC	4007	331	0	9/15/2008	8 1081 00004 0 P 20774 FA0925699 00 R794715 9/23/2008	72,070.00
331.03	475	CN8	AAX	OCTOBER 2008	V200388714 00	R & A SOLUTIONS INC	4083	331	0	10/16/2008	8 121 00002 0 31409 FA0925699 00 R833672 10/23/2008	132,910.00
331.03	475	CN8	AAX	NOVEMBER 2008	V200388714 00	R & A SOLUTIONS INC	4229	331	0	11/13/2008	8 079 00001 0 P 42215 FA0925699 00 R865994 11/20/2008	164,039.00
331.03	475	CN8	AAX	DECEMBER 2008	V200388714 00	R & A SOLUTIONS INC	5108	331	0	12/10/2008	8 102 00005 0 P 52777 FA0925699 00 R900207 12/17/2008	212,214.00
Total											581,233.00	

TN_PU_CN021 - Payments against a Contract

Edison Contract ID: 000000000000000000000000002319

Fiscal Year: 2009

[View Results](#)Download results in : [Excel SpreadSheet](#) [CSV Text File](#) [XML File](#) (2 kb)

View All

First 1-7 of 7 Last

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
1	33101 154766.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000000041	00003875	2009
2	33101 214020.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000001449	00007906	2009
3	33101 249446.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000000615	00005014	2009
4	33101 380092.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000002317	00011563	2009
5	33101 512617.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000004562	00020888	2009
6	33101 524520.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000003640	00017296	2009
7	33101 581225.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000005072	00022059	2009

TN_PU_CN021 - Payments against a Contract

Edison Contract ID: 000000000000000000000000002319

Fiscal Year: 2010

[View Results](#)Download results in : [Excel SpreadSheet](#) [CSV Text File](#) [XML File](#) (3 kb)

View All

First 1-12 of 12 Last

	Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
1	33101	211826.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000009260	00041501	2010
2	33101	234995.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000006623	00028939	2010
3	33101	243200.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000007875	00036283	2010
4	33101	247445.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000006205	00026654	2010
5	33101	253790.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000008665	00038721	2010
6	33101	273658.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000010461	00049918	2010
7	33101	308610.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000010894	00049915	2010
8	33101	309560.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000011825	00055385	2010
9	33101	322007.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000012482	00058202	2010
10	33101	426520.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000013221	00062622	2010
11	33101	559322.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000013976	00067433	2010
12	33101	564279.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000014831	00071427	2010

TN_PU_CN021 - Payments against a Contract

Edison Contract ID: 000000000000000000000000002319

Fiscal Year: 2011

[View Results](#)Download results in : [Excel SpreadSheet](#) [CSV Text File](#) [XML File](#) (2 kb)

View All

First 1-10 of 10 Last

	Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
1	33101	213354.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000021143	00103527	2011
2	33101	218625.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000018822	00088048	2011
3	33101	220215.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000018440	00085724	2011
4	33101	221570.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000019748	00094509	2011
5	33101	224640.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000017017	00079304	2011
6	33101	270614.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000020611	00099668	2011
7	33101	282435.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000021967	00107895	2011
8	33101	287930.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000022715	00112564	2011
9	33101	363680.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000015802	00075323	2011
10	33101	411625.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000023462	00116933	2011

TN_PU_CN021 - Payments against a Contract

Edison Contract ID: 000000000000000000000000002319

Fiscal Year: 2012

[View Results](#)

Download results in : [Excel SpreadSheet](#) [CSV Text File](#) [XML File](#) (5 kb)

[View All](#)

First 1-18 of 18 Last

	Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
1	33101	63890.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000028031	00138685	2012
2	33101	101904.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000024746	00125946	2012
3	33101	101995.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000024213	00126679	2012
4	33101	116445.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000032193	00161153	2012
5	33101	147200.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000032192	00161156	2012
6	33101	156275.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000029139	00146146	2012
7	33101	192070.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000029123	00144795	2012
8	33101	194720.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000029138	00146145	2012
9	33101	204465.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000028079	00144364	2012
10	33101	206660.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000030285	00151780	2012
11	33101	248315.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000030286	00151779	2012
12	33101	254230.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000032195	00161149	2012
13	33101	254450.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000029122	00144794	2012
14	33101	254460.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000032194	00161147	2012
15	33101	259100.000	000000000000000000000000002319	0000008992	R & A Solutions Inc	DFA	0000031775	00159276	2012
16	33101	266160.000	000000000000000000000000002319	0000008992	R & A Solutions	DFA	0000028030	00138691	2012

Non-Competitive Amendment Request

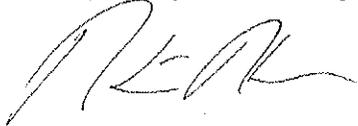
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agspr@sate.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33103-00109	
1. Procuring Agency	Education	
2. Contractor	R & A Solutions	
3. Contract #	FA0925699	
4. Proposed Amendment #	1	
5. Edison ID #	2319	
6. Contract Begin Date	August 19, 2008	
7. Current Contract End Date – with ALL options to extend exercised	August 16, 2013	
8. Proposed Contract End Date – with ALL options to extend exercised	August 16, 2013	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$16,856,596.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$19,896,986.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>This contract is for the provision of technical services related to processing of state assessments and was awarded through an RFP. The amendment is to allocate additional funding for the provision of additional programming and online services to include user management interface for use with multiple state initiatives and student demographic data verification program to allow for comparison of assessment data to the education information services data.</p>	
15. Name & Address of the Contractor's Principal Owner(s)		

Request Tracking #	33103-00109
<p align="center"><i>- NOT required for a TN state education institution</i></p>	
<p align="center">Martin Reed, President, 722 Rundle Avenue, Nashville, TN 37210</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>R&A Solutions has been providing these and similar services to the state since the award of the contract August 19, 2008.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The contract with R&A Solutions was awarded through an RFP, the only competitor at the time has since gone out of business.</p> <p>All costs were established through the RFP and no additional services are being added. The programming hour costs are competitive and comparable to similar costs in other assessment contracts.</p>	
<p>18. Justification <i>- specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>The existing contract was entered through a competitive RFP process, utilizing the existing contract pricing structure will save the state the time and expense of another RFP.</p> <p>Authorized under the American Recovery and Reinvestment Act of 2009 (ARRA), the Race to the Top Assessment (RTTT) Program provides funding to consortia of states to develop assessments that are valid, support and inform instruction, provide accurate information about what students know and can do, and measure student achievement against standards designed to ensure that all students gain the knowledge and skills needed to succeed in college and the workplace. These assessments are intended to play a critical role in educational systems; provide administrators, educators, parents, and students with the data and information needed to continuously improve teaching and learning; and help meet the president's goal of restoring, by 2020, the nation's position as the world leader in college graduates.</p> <p>Through RTTT, the US Department of Education awarded two Comprehensive Assessment Systems grants in September 2010. Tennessee was awarded one of these initial grants and has joined the Partnership for Assessment of Readiness for College and Careers (PARCC) consortium. A second group, the SMARTER Balanced Assessment Consortium (SBAC); together with PARCC these consortia comprise 45 states and the District of Columbia.</p> <p>The State's efforts with the RTTT initiative have included the addition of the Teacher Evaluation Program, Principal Reports for the Early Warning Data System and comprehensive student demographic data review. We are expanding our resources beyond our initial expectations with the RFP and need additional funds for the additional programming and management required on these projects.</p>	
<p>Agency Head Signature and Date <i>- MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p align="center">  4/18/12 </p>	



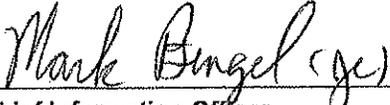
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Kristen McKeever, Director of Contracts
E-mail : Kristen.McKeever@tn.gov

DATE : March 26, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 33103-00109
OIR Endorsement Signature & Date:
 3/28/12
Chief Information Officer
<small>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</small>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Education
Agency Contact (name, phone, e-mail)	Kristen McKeever, 532-8539, Kristen.McKeever@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input checked="" type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable— ISP Project#	
Response Confirmed by IT Director/Staff (name):	Lisa Howard, IT Executive Director

Applicable RFS # 33103-00109
Required Attachments (as applicable – copies without signatures acceptable) <ul style="list-style-type: none"><input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request<input checked="" type="checkbox"/> Original Contract/Grant or Amendment<input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment
Subject Information Technology Service Description (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.) Technical services related to processing state assessments.



CONTRACT AMENDMENT

Agency Tracking # 33103-00109	Edison ID 2319	Contract # FA0925699	Amendment # 1
---	--------------------------	--------------------------------	-------------------------

Contractor Legal Entity Name R & A Solutions, Inc. DBA RANDA Solutions	Edison Vendor ID 0000008992
--	---------------------------------------

Amendment Purpose & Effect(s)
 Increase maximum liability for additional programming and online services to include user management interface for use with multiple state initiatives and student demographic data verification program to allow for comparison of assessment data to the education information services data.

Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	End Date: August 16, 2013
---	----------------------------------

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$3,040,390.00**

Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$0.00	\$3,197,919.00	\$0.00	\$0.00	\$3,197,919.00
2010	\$0.00	\$3,955,212.00	\$0.00	\$0.00	\$3,955,212.00
2011	\$0.00	\$2,714,688.00	\$0.00	\$0.00	\$2,714,688.00
2012	\$0.00	\$5,768,597.00	\$0.00	\$0.00	\$5,768,597.00
2013	\$0.00	\$3,660,570.00	\$0.00	\$0.00	\$3,660,570.00
2014	\$0.00	\$600,000.00	\$0.00	\$0.00	\$600,000.00
TOTAL:	\$0.00	\$19,896,986.00	\$0.00	\$0.00	\$19,896,986.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p>OCR USE</p>
--	----------------

Speed Chart (optional) Various	Account Code (optional) Various
--	---

S U P P L E M E N T A L S U M M A R Y S H E E T

RFS Number		33103-00109						
Edison ID		2319						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2009	3310300000	ED00000539	847500	70803000	25000	ED0000CN09AAX09	84.369	\$3,197,919.00
2010	3310300000	ED00000539	847500	70803000	25000	ED0000CN10AAX10	84.369	\$3,955,212.00
2011	3310300000	ED00000539	847500	70803000	25000	ED0000CN11AAX11	84.369	\$2,714,688.00
2012	3310300000	ED00000539	847500	70803000	25000	ED0000CN12AAX12	84.369	\$4,302,705.50
2012	3315000000	None	114100	70803000	25000	EDRTTSTLNGDS12	84.395	\$1,465,891.50
2013	3310300000	ED00000539	847500	70803000	25000	ED0000CN12AAX12	84.369	\$25,000.00
2013	3310300000	ED00000539	847500	70899000	25000	ED0000CN12AAX12	84.369	\$2,728,317.50
2013	3315000000	None	114100	70899000	25000	EDRTTSTLNGDS12	84.395	\$907,252.50
2014	3310300000	ED00000539	847500	70803000	25000	ED0000CN13AAX13	84.369	\$25,000.00
2014	3310300000	ED00000539	847500	70899000	25000	ED0000CN13AAX13	84.369	\$575,000.00
TOTAL								\$19,896,986.00

**AMENDMENT 1
OF CONTRACT FA0925699**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and R & A Solutions, Inc. dba RANDA Solutions, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed nineteen million eight hundred ninety-six thousand nine hundred eighty-six dollars and zero cents (\$19,896,986.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

2. Contract section C.5. is deleted in its entirety and replaced with the following:
 - C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Deborah Malone Sauberer, Executive Director
Tennessee Department of Education
Office of Assessment Logistics
7th Floor, Andrew Johnson Tower
741 James Robertson Parkway
Nashville, TN 37210
deb.malone@tn.gov
Telephone #: 615-741-0720
Fax #: 615-532-7860

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: TNDOE / Office of Assessment Logistics
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
 - b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
3. Contract section E.2. is deleted in its entirety and replaced with the following:
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.
- The State:
- Deborah Malone Sauberer, Executive Director
 Tennessee Department of Education
 Office of Assessment Logistics
 7th Floor, Andrew Johnson Tower
 741 James Robertson Parkway
 Nashville, TN 37210
 deb.malone@tn.gov
 Telephone #: 615-741-0720
 Fax #: 615-532-7860
- The Contractor:
- Martin Reed, President
 RANDA Solutions
 722 Rundle Avenue
 Nashville, TN 37210
 martyr@randasolutions.com
 Telephone # 615-467-6387
 FAX # 615-467-6390
- All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.
4. The following is added as Contract section E.23.

- E.23. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and

Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.
- For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.
- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.23., "Federal Economic Stimulus Funding."

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

R&A SOLUTIONS, INC. DBA RANDA SOLUTIONS:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

KEVIN HUFFMAN, COMMISSIONER

DATE

EDISON RECORD STATUS RESET REQUEST

1	Request Date	6/29/10																																																													
2	Edison System Transactional Contract Record ID #	000000000000000000000000002319																																																													
3	<p>Reason why the Edison Record status was reset to "Open" :</p> <p>PO 14067 was closed without reducing to the amount that was actually received/paid. Increasing maximum liability to add the \$564,279.00 back into the contract. Update accounting lines to reflect the contract cover.</p>																																																														
4	<p>Changes (if any) made to the Edison Record: (In lieu of completing the chart below, attach "before" and "after" Edison Record screen prints of revised fields.)</p> <table border="1"> <thead> <tr> <th>EDISON RECORD FIELD ID</th> <th>BEFORE REVISION ENTRY</th> <th>POST REVISION ENTRY</th> </tr> </thead> <tbody> <tr> <td>Maximum Amount</td> <td>\$16,408,273.00</td> <td>\$16,972,552.00</td> </tr> <tr> <td>Line 1: Description</td> <td>081908 TECH SERV-PROCESS STATE ASSESSMNT</td> <td>FY2009- part of FY2011</td> </tr> <tr> <td>Line 1: Maximum Amount</td> <td>16408273.00</td> <td>7136177.00</td> </tr> <tr> <td>Line 2: Description</td> <td></td> <td>part of FY2011</td> </tr> <tr> <td>Line 2: UOM</td> <td></td> <td>MO</td> </tr> <tr> <td>Line 2: Category</td> <td></td> <td>918-38</td> </tr> <tr> <td>Line 2: Merchandise Amt</td> <td></td> <td>1.00</td> </tr> <tr> <td>Line 2: PO Distribution Details: Fund</td> <td></td> <td>25000</td> </tr> <tr> <td>Line 2: PO Distribution Details: Dept</td> <td></td> <td>3310300000</td> </tr> <tr> <td>Line 2: PO Distribution Details: Account</td> <td></td> <td>70803000</td> </tr> <tr> <td>Line 2: PO Distribution Details: Location CF</td> <td></td> <td>19105</td> </tr> <tr> <td>Line 2: Physical Nature</td> <td></td> <td>Services</td> </tr> <tr> <td>Line 2: Maximum Amount</td> <td></td> <td>2937225.00</td> </tr> <tr> <td>Line 3: Description</td> <td></td> <td>FY2012</td> </tr> <tr> <td>Line 3: UOM</td> <td></td> <td>MO</td> </tr> <tr> <td>Line 3: Category</td> <td></td> <td>918-38</td> </tr> <tr> <td>Line 3: Merchandise Amt</td> <td></td> <td>1.00</td> </tr> <tr> <td>Line 3: PO Distribution Details: Fund</td> <td></td> <td>25000</td> </tr> <tr> <td>Line 3: PO Distribution Details: Dept</td> <td></td> <td>3310300000</td> </tr> </tbody> </table>			EDISON RECORD FIELD ID	BEFORE REVISION ENTRY	POST REVISION ENTRY	Maximum Amount	\$16,408,273.00	\$16,972,552.00	Line 1: Description	081908 TECH SERV-PROCESS STATE ASSESSMNT	FY2009- part of FY2011	Line 1: Maximum Amount	16408273.00	7136177.00	Line 2: Description		part of FY2011	Line 2: UOM		MO	Line 2: Category		918-38	Line 2: Merchandise Amt		1.00	Line 2: PO Distribution Details: Fund		25000	Line 2: PO Distribution Details: Dept		3310300000	Line 2: PO Distribution Details: Account		70803000	Line 2: PO Distribution Details: Location CF		19105	Line 2: Physical Nature		Services	Line 2: Maximum Amount		2937225.00	Line 3: Description		FY2012	Line 3: UOM		MO	Line 3: Category		918-38	Line 3: Merchandise Amt		1.00	Line 3: PO Distribution Details: Fund		25000	Line 3: PO Distribution Details: Dept		3310300000
EDISON RECORD FIELD ID	BEFORE REVISION ENTRY	POST REVISION ENTRY																																																													
Maximum Amount	\$16,408,273.00	\$16,972,552.00																																																													
Line 1: Description	081908 TECH SERV-PROCESS STATE ASSESSMNT	FY2009- part of FY2011																																																													
Line 1: Maximum Amount	16408273.00	7136177.00																																																													
Line 2: Description		part of FY2011																																																													
Line 2: UOM		MO																																																													
Line 2: Category		918-38																																																													
Line 2: Merchandise Amt		1.00																																																													
Line 2: PO Distribution Details: Fund		25000																																																													
Line 2: PO Distribution Details: Dept		3310300000																																																													
Line 2: PO Distribution Details: Account		70803000																																																													
Line 2: PO Distribution Details: Location CF		19105																																																													
Line 2: Physical Nature		Services																																																													
Line 2: Maximum Amount		2937225.00																																																													
Line 3: Description		FY2012																																																													
Line 3: UOM		MO																																																													
Line 3: Category		918-38																																																													
Line 3: Merchandise Amt		1.00																																																													
Line 3: PO Distribution Details: Fund		25000																																																													
Line 3: PO Distribution Details: Dept		3310300000																																																													

Line 3: PO Distribution Details: Account		70803000
Line 3: PO Distribution Details: Location CF		19105
Line 3: Physical Nature		Services
Line 3: Maximum Amount		3148393.00
Line 4: Description		FY2013
Line 4: UOM		MO
Line 4: Category		918-38
Line 4: Merchandise Amt		1.00
Line 4: PO Distribution Details: Fund		25000
Line 4: PO Distribution Details: Dept		3310300000
Line 4: PO Distribution Details: Account		70803000
Line 4: PO Distribution Details: Location CF		19105
Line 4: Physical Nature		Services
Line 4: Maximum Amount		3150757.00
Line 5: Description		FY2014
Line 5: UOM		MO
Line 5: Category		918-38
Line 5: Merchandise Amt		1.00
Line 5: PO Distribution Details: Fund		25000
Line 5: PO Distribution Details: Dept		3310300000
Line 5: PO Distribution Details: Account		70803000
Line 5: PO Distribution Details: Location CF		19105
Line 5: Physical Nature		Services
Line 5: Maximum Amount		600000.00

5 Confirmation of whether or not all Edison Record changes (if any) are compliant with the subject contract (as may be amended) :



CONFIRMED



NOT CONFIRMED

6 Printed Name & Title of Fiscal Officer who reviewed the subject Edison Record and this request :

Amy Sharp, Fiscal Director

APRIL 2011

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA-09-25699-00
CONTRACTOR LEGAL ENTITY NAME:	R & A Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	20-0388714

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

MARTIN P. REED, PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

5/11/2011

DATE OF ATTESTATION

OCTOBER 2011

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA0925699
CONTRACTOR LEGAL ENTITY NAME:	R&A Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	20-0388714

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

MARTIN P. REED, PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

10/15/2011

DATE OF ATTESTATION

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
R & A SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and R & A Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of technical services related to processing of state assessments, as further defined in the "SCOPE OF SERVICES."

The Contractor is a FOR-PROFIT CORPORATION.

Contractor Federal Employer Identification or Social Security Number: FEI: 20-0388714

Contractor Place of Incorporation or Organization: 722 Rundle Avenue, Nashville, TN 37210

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. General Scope of Assessment Technical Services:

The Contractor shall work with the State to provide technical services in supporting statewide assessments. The Contractor will design, deliver, and install all the necessary bandwidth, network hardware and software systems necessary to process statewide assessments as requested by the State. It is the intent of this technical service to provide an infrastructure for state employees, educators and students to access, utilize and leverage Internet-based resources as effectively as possible and meet the technical specifications.

The State's assessment system is designed to be valid and accessible for use by the widest possible range of students, including students with disabilities and students with limited English proficiency. The Contractor shall work with the State to include the development, implementation, and maintenance of web-based programming, client/server software applications, and mainframe support with assessment vendors used in the processing of State assessments. The current assessment programs provided through the Tennessee Comprehensive Assessment Program (TCAP) are:

- a. Achievement Assessment (TCAP/ACH) required for grades 3-8,
- b. Achievement Assessment (TCAP/ACH) optional for grades K-2, (processed as part of the TCAP/ACH.) *22 8/7/08 KB 8/14/08 mdylagj 8/14/08*
- c. English Linguistically Simplified Assessment (TCAP/ELSA) for grades 3-8, (a modified format of the Achievement Assessment, this assessment shall be processed as part of the TCAP/ACH.)
- d. English Language Development Assessment (ELDA) for grades K-12,
- e. Modified Academic Achievement Standards Assessment (TCAP/MAAS) for grades 3-8,
- f. Writing Assessment (TCAP/WA) required for grades 5, 8, and 11,
- g. Writing Alternative Assessment (TCAP/WA-Alt) for grades 5, 8, and 11,
- h. Criterion Referenced Assessment (TCAP/CRA) for grades 4 and 7. *22 8/7/08 KB 8/14/08*
- i. Portfolio Assessment (TCAP/PA) for grades K-12, *mdylagj 8/14/08*
- j. Competency Assessment (TCAP/Comp) for grades 9-12, and
- k. Gateway and End of Course Assessments (TCAP/GW-EOC) required for specific content areas, generally given in grades 9-12.

Unless otherwise indicated, all requirements of this contract shall apply to all assessments.

The type of programming required as outlined in this Scope of Services sections A.6 through A.10 and materials to be provided shall be determined and approved by the Tennessee Department of Education and shall be finalized with the Contractor when the Annual Work Plan is approved.

A.3. Definitions

- a. Calibration – Placing items on a common scale so that items measuring the same underlying content represent a position on the scale that is also represented by other items of comparable difficulty.
- b. Criterion-Referenced Test (CRT) – An assessment aligned to pre-defined content standards and designed to measure student achievement relative to those standards.
- c. Cut Scores – The minimum test score necessary to demonstrate that a test taker has the knowledge and/or skills to perform at a certain level of proficiency.
- d. ELL Accommodations – Testing accommodations allowable for English Language Learner or non-English language background (NELB) students based on individual needs and abilities.
- e. English Language Learner (ELL) – A student whose first language is not English and who is limited English proficient as determined by State criteria.
- f. Fiscal Year (FY) - The State accounting period of July 1 through June 30.
- g. Infrastructure evaluation – Documentation providing results of an infrastructure evaluation of State and LEA technology resources as defined in A.7.a.
- h. Limited English Proficient (LEP) Student – A student whose first language is not English and who is limited in English proficiency as determined by State criteria (also referred to as English Language Learners).
- i. Local Education Agency (LEA) – A school district or school system that is the financial and administrative agency for school(s) in a certain region of the State.
- j. N-Counts – Total number of students for a specific data set.
- k. Norm-Referenced Test (NRT) – An assessment developed using standardized test items that have been nationally normed. Only the Kindergarten through Second grade optional achievement assessment may be NRT.
- l. Quarterly Report – Comprehensive summary report as defined in A.11.d.ii.
- m. Reporting Categories - Groups of Performance Indicators used in reporting student performance on the assessments (these categories will be specifically defined by the State).
- n. Reporting Category Performance Index (RCPI) - A measure on a 0-100 metric which yields valid and reliable information related to sub-scale scores that is specific to performance on a reporting category.
- o. Selected Response (SR) – A test question that requires the examinee to choose the correct/best answer from a list of possible responses (i.e., multiple choice).
- p. Special Accommodations – Testing accommodations specified by Individualized Education Plan (IEP) and/or 504 service plan documentation.
- q. State Assigned ID Number – Student identification number randomly generated from the statewide student management system.
- r. TCA – Tennessee Code Annotated.
- s. TCAP Assessments – Used to identify all State assessments listed in A.2 as a group. For planning purposes, the Gateway/End of Course Assessments shall be considered twenty-one (21) assessments: there are currently seven (7) content areas administered three (3) times per year.

- t. Tennessee Value-Added Assessment System (TVAAS) - One component of the State accountability program that utilizes a statistical methodology to measure student achievement gains.
- u. Test Year (TY) - The test administration period from July 1 through June 30. Final reporting for the test year may extend into the following test year.
- v. Web-Based – Delivered via the Internet World Wide Web.

A.4. Schedule

The State shall approve all materials and/or deliverables developed in conjunction with this contract. The Contractor shall provide an internet site for demonstration and testing purposes of all online applications/programs developed by the Contractor for the State; this demo site shall be separate and not accessible by the public. The Contractor shall not disseminate any written information, materials, or deliverables to the field, public, or any other third party without the State's written approval. The Contractor shall allow the State sufficient time to review the materials and/or deliverables, and if necessary, for the Contractor to make modifications as directed by the State, and for the State to review and sign-off on the revised submission. The Contractor is responsible for any costs associated with making modifications to materials and deliverables necessary to obtain the State's approval.

The Contractor shall provide the deliverables under this contract in accordance with the delivery schedule stated below:

a. Annual Deliverables.

These deliverables shall be delivered on the dates specified below in the first year of the contract. The timeframe for subsequent years will be established in the Annual Work Plan and must be approved by the State.

- i. Annual Work Plan – Due 30 days after the contract is executed and June 1 thereafter. The initial Annual Work Plan shall cover the period from the execution of the contract through June 30, 2009. The final Annual Work Plan (due June 1, 2012) shall cover the period from July 1, 2012 through the end of the contract August 16, 2013.
- ii. Online Applications – Receipt of initial Online Applications on or before September 19, 2008.
- iii. Practice Site – Receipt of electronic Practice Site for school/system review on or before September 19, 2008.
- iv. Data Management Activities – Online applications shall be provided to the State beginning on or before September 19, 2008. Specific dates for component deliverables shall be determined in the Annual Work Plan.
- v. Processing and Scoring Activities – Front end software programming for State processing shall be provided to the State beginning on or before February 24, 2009. Specific dates for component deliverables of processing and scoring shall be determined in the Annual Work Plan.
- vi. Online Reporting Activities – Online reporting programming shall be provided to the State on or before March 1, 2009.
- vii. Technical Support Services – Technical support services for all online applications (including online reporting) shall be provided to the State beginning on or before September 19, 2008. Specific dates for component deliverables shall be determined by the Annual Work Plan.
- viii. Progress Reports – Quarterly progress reports – receipt by State beginning October 1, 2008.

b. The State shall provide the following on or before October 1, 2008:

- i. Unique State Assigned Student ID Numbers from the State's student management system.
- ii. Contact information and access to assessment vendors and data.
- iii. Provide contact information, including email, for System and School users of online products.

A.5. Administration Activities:

The TCAP Assessments are administered during the following windows:

TCAP/WA, WA/Alt, and spring Comp – February;

TCAP/ACH, ELSA, MAAS, and PA - March/April;

TCAP/GW-EOC Dec/Jan (fall), May/June (spring), and July (summer);

TCAP/CRA, and fall Comp – October.

The Contractor shall provide testing support services for all public, state special, approved private schools, and home schooled students beginning in 2008-2009 (TY09).

The Contractor shall develop, produce, and deliver materials to facilitate state testing schedules as outlined above. All administrative materials shall be provided to the State in Microsoft Word and/or Excel for use on the State internet or in training.

- a. Annual Work Plan - The Contractor shall prepare, for State approval, a detailed Work Plan for each assessment that incorporates the development schedules for the activities of this contract. The initial Work Plan will indicate the essential steps leading to the transition between the Contractor and the existing contractor and shall be submitted within thirty (30) days after executing the contract. The Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, and task responsibilities to avoid any disruption of services, requirements or deliverables to the students, teachers, schools, LEAs and State.

The Annual Work Plan will outline by task and due date each activity to be performed under this contract following the deliverable timelines established in A.4. The Annual Work Plan must describe all activities related to development and implementation of software, web-based programming, training materials, vendor support processes, assessment support processes, and logistics including each stage of production and providing due dates for the Contractor and the State. The Annual Work Plan will serve as a monitoring document to be used by the State to assure timely completion of tasks as scheduled. The Annual Work Plan shall be updated annually with State approval for the duration of the contract. The final Annual Work Plan for this contract will indicate the essential steps leading to the transition between the Contractor and any vendor awarded any subsequent contract for the provision of these services. The Annual Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, and task responsibilities to avoid any disruption of services, requirements or deliverables to the students, teachers, schools, LEAs and State.

The Contractor shall provide each year the costs of transportation, food and lodging for an Annual Work Plan review between the representatives of the State and the Contractor for planning, materials development, scoring and report approval, as needed. State representatives in consultation with the Contractor shall make selection of the meeting site and dates. Meeting participants shall include the key project staff including project coordinators and their supervisors from both organizations.

- b. Security Procedures – The Contractor shall provide detailed, standardized, security procedures for review and approval by the State. The procedures must:
 - i. Comply with State of Tennessee Test Security Law, T.C.A. 49-1-607.

- ii. Provide a secure architecture to protect the processing environment from network-based attacks.
 - iii. Provide a secure user hierarchy for use with all applications to include, but not limited to: state administrators, state users, system level administrators, school level administrators, school level users. Access shall be provided to each level based upon guidelines provided by the State. Different rules may be applied to each application.
 - iv. Provide security procedures and safeguards to ensure that electronic files and data are developed, used, and maintained in a secure manner to protect the confidentiality of all students tested, including all materials, records, reports and files.
 - v. Include test security procedures for all student demographic data during scoring.
 - vi. Utilize encryption to ensure security of the assessments and all student/teacher/school/system information entered through all online programs.
 - vii. Provide and pay for any experts needed should these matters be litigated.
- c. The 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, including but not limited, to print errors and program functions. Such corrections may involve activities that include, but are not limited to, the following:
- i. Conduct analyses to identify the cause and extent of errors.
 - ii. Edit, revise, and/or reprogram online applications.
 - iii. Reprint and/or reproduce products or other materials.
 - iv. Replace and/or correct data files.
 - v. Reproduce reports.
 - vi. Ship replacement products or reports to the State or systems using expedited shipping services.
 - vii. Purchase of additional equipment (i.e., servers, and/or dedicated data circuits).

A.6. Support Requirements:

- a. The Contractor shall provide processing support to the State for all assessments as requested by the State. Historical usage figures are provided in the following table:

Test book Usage	2004	2005	2006	2007
Kindergarten	9,125	8,192	7,875	5,050
1 st grade	41,650	36,817	21,050	20,100
2 nd grade	73,455	69,499	40,700	50,100
3 rd grade	86,044	85,875	94,890	92,800
4 th -8 th grades	438,354	451,984	486,900	451,200
Spring GW-EOC	NA	452,675	474,320	503,500
Summer GW-EOC	NA	42,500	34,150	37,500
Fall GW-EOC	164,000	177,132	169,700	211,835
Writing 5, 8 and 11	237,270	240,389	247,393	250,502
Writing Alt 5, 8 and 11	NA	5,650	2,604	545
Portfolio	NA	NA	NA	8,100

Test book Usage	2004	2005	2006	2007
Competency	24,969	851	189	54

- b. The Contractor shall provide all required services for each assessment and test administration. All components of software development and programming shall maintain compliance with State Board of Education Policies located at <http://state.tn.us/sbe/policies.html> and State of Tennessee Laws, located at <http://www.tennesseeanytime.org/laws/laws.html>, including but not limited to: TCA 49-1-601, 49-1-602, 49-1-603, 49-1-604, 49-1-605, 49-1-606, 49-1-607, 49-1-608, 49-1-609, 49-1-612, 49-6-3050, 49-6-5102, 49-6-6001, and 49-6-6004.
- c. The Contractor shall adhere to State policies for information systems. These policies are set to protect the State's information resource investments. The Office for Information Resources (OIR), acting as staff to the Information Systems Council (ISC), makes recommendations to the ISC who in turn sets policy. The policies, listed below, are located at: <http://state.tn.us/finance/oir/pol1.html>.
 - i. Information Systems Council Information Resources Policies (PDF Format) http://tennessee.gov/finance/oir/isc_policies.pdf
 - ii. Acceptable Use Policy Network Access Rights and Obligations (PDF Format) version 1.11 <http://www.state.tn.us/finance/oir/accept.pdf>
 - iii. State Security Policies <http://state.tn.us/finance/oir/secpolicy.html>
 - iv. TN Web Publishing Guidelines <http://www.state.tn.us/guidelines/>
- d. The Contractor shall supply all required technical services for each test administration. Preparation tasks must be performed prior to State test administration dates and scanning, scoring, and processing of tests occurs after the administration dates established in the Annual Work Plan. The 2007-2008 and 2008-2009 testing dates are as follows:

Assessment	2007-2008	2008-2009
Given	(Easter March 23, 2008)	(Easter April 12, 2009)
Competency	October 9-11, 2007	October 7-9, 2008
Gateway	December 4-6, 2007	December 2-4, 2008
	7th Make-ups	5th Make-ups
(Fall End of Course tests are given within the last ten instructional days of course.)		
Writing	February 6, 2008	February 3, 2009
	7th Make-ups	4th Make-ups
Competency	February 12-14, 2008	February 10-12, 2009
Achievement	March 31-April 23, 2008	March 30-April 24, 2009
Gateway	May 6-8, 2008	May 5-7, 2009
	9th Make-ups	8th Make-ups
(Spring End of Course tests are given within the last ten instructional days of course.)		
Gateway	July 15-17, 2008	July 14-16, 2009
	18th Make-ups	17th Make-ups
(Summer End of Course tests are given within the last ten instructional days of course.)		

- e. The Contractor shall provide a secure dedicated protocol (i.e., SFTP, FTPS etc.) for use in file and data transfer. The State shall be able to access the protocol. The protocol security shall include a hierarchy for administration of userids to include, but not be limited to: state administrators, state users, and state-wide (system level) users.

f. The Contractor shall supply software development and support of existing web-based and client/server software applications used in processing of State assessments. The standard platform for existing applications is located at State facilities. The Contractor shall provide at a minimum the software and hardware maintained in the current production platform. Any necessary upgrades or additions to software or hardware shall be the responsibility of the Contractor. In addition to the current platform, the State has purchased and will be installing 11 scanners at remote scan sites as detailed in A.8.g and A.8.h. The current production platform includes the following hardware and software applications:

i. Hardware:

- (a) 2 load balanced servers running Microsoft IIS 6.0
- (b) 4 servers running Microsoft SQL server
- (c) 13 Scan site workstations running Microsoft Windows XP
- (d) 1 EMC CX320 Storage Area Network (Fiber Switched Network) (redundant systems)
- (e) 2 Powervault 132T Tape Backup Unit
- (f) 1 CISCO PIX 515E
- (g) 1 CISCO Router 2800 series
- (h) 1 CISCO Router 1800 series
- (i) 1 Barracuda Spyware 410
- (j) 2 HP Procurve 5300 series
- (k) StillSecure Strataguard Intrusion Detection/Prevention System with Vulnerability Management
- (l) Fiber Optic based MAN (Metro Area Network)
- (m) Bonded T1's failover
- (n) Border Gateway Protocol v4.0 Switch
- (o) 25kvh APC Battery Backup unit
- (p) 50kva Backup Propane generator
- (q) 7k cf Propane tank
- (r) 25K btu Environment Control unit
- (s) Offsite Daily Tape Storage

ii. Software:

- (a) Microsoft Windows Server 2003
- (b) Microsoft NET Framework 2.0
- (c) Microsoft Internet Information Server 6.0
- (d) Microsoft Visual Studio 6.0
- (e) Microsoft Visual Source Safe 6.0
- (f) Microsoft Visual Studio .NET 2005
- (g) EMC VM WARE Virtual Infrastructure 3.0
- (h) Microsoft SQL Server 2005 – 2 each
- (i) Microsoft SQL Server 2000 – 2 each
- (j) Business Objects Crystal Reports
- (k) ABCPDF .NET 5.0
- (l) Microsoft Office 2003 Web Components
- (m) eWorld user Interface tools
- (n) Multi-Edit 9
- (o) Adobe Acrobat 5.0 full version
- (p) NCS Pearson Scan Tools

A.7. Data Management

The Contractor shall provide customized web-based applications for generating, maintaining, and verifying system information and student demographic data for use in assessment processing and reporting. The Contractor shall provide three environments for use in the development of all web-based applications. These environments shall be defined as development, demonstration, and production. Access to the development and demonstration sites shall be secure and provided to State level users only. System level users conducting alpha and/or beta testing of applications shall be given a temporary State user id with temporary access to the demonstration site. Access

to the production site shall be secure and provided based on the security level of the user as established in the hierarchy defined in A.5.b.iii.

- a. The Contractor shall conduct an infrastructure evaluation of the technical abilities of schools (including private schools) and LEAs within the State. The evaluation shall include a platform survey and recommendations regarding the technology needs of schools and LEAs. The evaluation shall be utilized for online reporting and all data management activities related to this contract.
- b. Specifications -- Each of the web-based applications listed in A.7.c – A.7.j shall include the following:
 - i. one user login that grants access to an application menu with links to each data management application,
 - ii. user friendly and efficient,
 - iii. program modification/revision/customization provided as required/requested to meet State review protocol criteria including but not limited to:
 - (a) program/project scope/specifications which include detailed milestone units and timeline for the project shall be provided to the state for review and approval,
 - (b) screen shots and/or program demos shall be provided in the development environment at each specified milestone unit,
 - (c) comprehensive demo of the program/project shall be provided in the development environment for review and alpha, beta, etc., testing by state users (may include system level users).
 - (d) training demo of the program/project shall be provided in the demonstration environment for review and alpha, beta, etc., testing by state and system users, training shall include online webinars,
 - (e) operational program/project shall be provided in the production environment (Changes may be made to the program/project at any stage prior to the operational load of the program to the production environment for the current assessment. Revisions to the program/project may be made prior to the next assessment as needed.),
 - iv. accessible via link from the State's online applications web site,
 - v. security measures to include user id and passwords at the State, System, School Administrator, and School User levels,
 - vi. user management section will allow State, System, and School administrators to manage all user accounts within their authoritative domain,
 - vii. online access to procedural guides and other user instructions, training videos, as well as live online training delivered via webinar (i.e., webex), for each application as needed,
 - viii. demonstration site containing simulated live data for practice and training at the school level shall be available to State, system and school personnel not less than two weeks prior to operational administration,
 - ix. trained customer service as defined in A.11.g,
 - x. training materials and software programming shall be customized to meet State reporting requirements and approved by the State,
 - xi. ensure adequate equipment, band-width and response time to provide access for a minimum of 50,000 concurrent users entering, uploading, and/or downloading information,
 - xii. ensure response time of not less than industry average of 0.8 seconds and provide technical support to take steps if wait time is longer than 1-2 seconds,

- xiii. all equipment must be located in a secured, controlled environment, with a redundant backup system in place,
 - xiv. all electronic files and web-based programming must be compatible with Tennessee's K-12 public school technology infrastructure and environment. The State uses Windows and Macintosh applications with a variety of web browsers including but not limited to Netscape (x), Internet Explorer (x), Firefox (x), and Safari (x). The Contractor shall provide the state with technical specifications required for any online applications.
- c. Contact management – The Contractor shall develop and produce a user friendly system that will allow systems to enter contact information including but not limited to specific testing dates, system closure dates, (i.e., spring break, special community events), email address, mailing address, shipping address and any special shipping instructions. The Contact Management application shall provide reporting functions to allow the State to download customized information from the data entered. The Contractor shall provide a secure telecommunications line (i.e., FTP site, accessible by State and LEA personnel). The site shall allow the State and LEAs to upload and/or download data and communications using Microsoft Word and/or Excel documents and PDF files. The Contractor agrees to modify/revise/customize the contact management program as needed to meet State criteria.
 - d. Enrollment – The Contractor shall develop and produce a user friendly system to upload student demographic information from schools and/or systems. The system shall provide the ability to review and edit student demographic information pre testing. The Contractor shall ensure that the system maintains compliance with the State's student management system to enable the acquisition of student information from schools and/or systems. The system shall provide the capacity to link student scoring information to the schools and/or systems for integration in the student management system. The Contractor agrees to modify/revise/customize the enrollment program as needed to meet State criteria.
 - e. Order Entry – The Contractor shall develop and produce a user friendly system for ordering assessment materials. The system shall include the ability to verify information provided from the Enrollment application. The Contractor agrees to modify/revise/customize the order entry program as needed to meet State criteria.
 - f. Pre-Coded Demographics – The Contractor may develop and produce pre-coded student accountability demographic data information on bar code labels and response documents. Data uploaded from the student management system shall be used to create bar code labels containing all available demographic information. Bar code labels shall include school and system identification information. Student response documents shall be pre-coded with select demographic information for identification purposes. Schools and/or systems shall be given a window in which to verify, edit and/or update demographic data information prior to printing of bar code labels and student response documents. The Contractor agrees to modify/revise/customize the pre-coding program as needed to meet State criteria.
 - g. Student Demographic Data Verification (SDDV) – The Contractor may develop a system that provides schools and/or systems the ability to review and edit student demographic information pre and post testing. Data shall be uploaded into the system after scanning on a daily basis. The system shall provide schools with the ability to see differences in data that was uploaded and scanned. The system shall provide a report of coding errors and/or discrepancies and the ability to sort on specific demographic fields, defined and approved by the State. Schools and systems shall utilize the system to verify and/or edit student demographic coding information. The Contractor agrees to modify/revise/customize the SDDV program as needed to meet State criteria.
 - h. Inventory management -- The Contractor shall develop a system that provides the State and systems the ability to track assessment materials. The Contractor agrees to modify/revise/customize the inventory management program as needed to meet State criteria. The system shall include the following:
 - i Ability to scan and track secure assessment materials (including but not limited to, test booklets and response documents) that have a barcode/radio frequency identifier (RFID)

- label with a unique machine-scannable and visually readable sequential identification number.
- ii The Contractor shall provide the State distribution center with six (6) bar code/RFID readers and any necessary software for use in receiving and shipping materials.
 - iii The system shall generate shipping labels to be placed on boxes for tracking that include bar coded information regarding the contents of each box. Return labels shall also be provided.
 - iv Schools and/or systems shall be able to confirm counts of materials received prior to testing and notify the State and/or Contractor of any discrepancies.
 - v Schools and /or systems shall be able to report counts of materials being returned for processing and scoring, including used, unused, and inactive materials.
- i. Faculty Student Data Entry Program-- The Contractor shall develop a system that provides schools and/or systems the ability to claim students for Teacher Effect Data used for the State's Value Added Assessment System. The system shall correlate data files with a unique student identification 4-digit number generated within assessment processing and format data files according to State specifications. The unique student identification number shall not include any existing student data. The Contractor shall provide the teacher linkage data to the State's TVAAS vendor according to criteria supplied and approved by the State. The Contractor agrees to develop/modify/revise/customize Faculty Student Data Entry program as needed to meet State criteria.
 - j. Assessment Forms – The Contractor shall develop a system that provides schools and/or systems the ability to complete required processing forms online. Current examples of forms include the School Listing, Report of Irregularity, Medical Exemption Request, and Breach of Testing Security. The Contractor agrees to develop/modify/revise/customize assessment forms as needed to meet State criteria.
 - i School Listing: include all teacher header information, including teacher first, last name, grade level, students tested, students absent and total documents. The School Listing shall provide verification with the Inventory Management system regarding the number of used test documents. Information from the School Listings shall be available for uploading into the editing system for use in processing.
 - ii Report of Irregularity (RI): include grade level, content area(s) and subtest(s) impacted, type of irregularity, student(s) name(s) and ID (SSN), specific information regarding the incident that occurred, school and system recommendations, and state resolution. The RI application shall be accessible to the editing program for the nullification of student responses and/or voiding of student documents as appropriate for processing.
 - iii Medical Exemption (MedX): include student information, including dates and nature of medical emergency, type of documentation provided, school and system recommendation and state resolution. The MedX application shall be accessible to the editing program for the nullification of student responses and/or voiding of student documents as appropriate for processing.
 - iv Breach of Security: include teacher first/last name, grade level, content area(s) and subtest(s) impacted, type of breach, student(s) name(s) and ID (SSN), specific information regarding the incident that occurred, school and system recommendations, and state resolution. The Breach application shall be accessible to the editing program for the nullification of student responses and/or voiding of student documents as appropriate for processing.

A.8. Processing Activities

- a. The State operates a test processing, scanning, editing, scoring, and reporting center on the TPS Campus at 1254 Foster Avenue, Nashville, TN 37210. The State may continue to process all assessments using assessment vendor's software on State equipment. The

Contractor shall work with the State and assessment vendor's technical staff in processing, data verification, and scoring.

- b. The Contractor shall assist the State in managing the progress of each assessment through all administration, processing, verification, and scoring cycles. The Contractor shall work with the State's contracted assessment vendors to proactively identify problems and solutions that will increase the level of functionality and accountability between the State and the assessment vendors.
- c. The Contractor shall provide the State with the complete client/server architecture which will be used to facilitate a seamless transition between the State's current computing and processing configuration to the Contractor's architecture for all technical needs as required by the State.
- d. The Contractor shall work with the State to evaluate test processing and develop programs and services to improve test processing functions. The Contractor shall assist the State to create and redefine test processing procedures to improve productivity, efficiency, data turnaround times, reporting and accountability.
- e. The Contractor may assist with the installation of software applications to support processing functions as provided by assessment vendors. Such installations will be on State servers, scanners, and desktop machines as necessary to accommodate software changes and/or upgrades.
- f. The Contractor shall provide and install software applications to support processing functions for which the Contractor has primary responsibility as outlined in this contract. The State shall be notified of upgrades prior to their installation and the Contractor shall ensure that such upgrades are made in sufficient time as to not impact processing of the assessments. Upgrades to Contractor software and/or web-based applications that require installation of additional and/or upgraded software on State owned equipment shall be the responsibility of the Contractor. Upgrades to Contractor equipment that require installation of additional and/or upgraded equipment on State owned equipment shall be the responsibility of the Contractor. All costs associated with such upgrades shall be the responsibility of the Contractor. A schedule for providing these services will be provided to the State in the Annual Work Plan and revised as needed.
- g. The State currently uses Pearson NCS Opscan 6 scanners at remote scan sites in the State field service centers (FSC). The State will be adding 11 NCS INSIGHTTM 4 image scanners to these facilities during 2008. Additionally, the State has NCS 5000i scanners and NCS INSIGHTTM 150 scanners on-site at the State processing center for scanning of answer documents; the State reserves the right to change this equipment, and the Contractor is responsible for adapting as necessary to comply with any changes or modifications.
- h. The Contractor shall provide computer systems in the State field service centers (FSC) to facilitate field scanning initiatives, including hardware, system maintenance, software upgrades, and training necessary to support field scanning in locations across the State. The Contractor shall provide the programming and monitoring needed to accurately translate captured data from field scanning into the data architecture of the assessment vendors in order to complete data processing and scoring. The State field service and scanning centers currently include, but may not be limited to:
 - i. Northwest FSC, Martin, TN
University of Tennessee at Martin
423 Clement Hall – 210 Hurt Street
Martin, TN 38238
731-881-7565
 - ii. Southwest FSC, Jackson, TN
314 East Main Street
Jackson, TN 38301
731-927-8787
 - iii. Mid-Cumberland FSC, Nashville, TN

Hardison Building
1256 Foster Avenue
Nashville, TN 37243
615-532-3269

- iv. Upper Cumberland FSC, Cookeville, TN
P.O. Box 5167, Tennessee Tech University
Cookeville, TN 38505
931-526-1870
 - v. East TN FSC, Knoxville, TN
2761 Island Home Boulevard
Knoxville, TN 37920
865-594-6044
 - vi. First TN FSC, Johnson City, TN
Lower Level Rogers-Stout Hall
P.O. Box 70293 – ETSU
Johnson City, TN 37614-1701
423-434-6490
 - vii. South Central FSC, Columbia, TN
2488 -- B Park Plus Drive
Columbia, TN 38401
931-380-5275
 - viii. Southeast FSC, Cleveland, TN
3535 Adkisson Drive
Cleveland, TN 37312
423-614-8755
 - ix. Hamilton County Schools, Chattanooga, TN
3703 Bonny Oak Drive
Chattanooga, TN 37421
423-504-7033
 - x. Knox County Schools, Knoxville, TN
912 S. Gay Street
P.O. Box 2188
Knoxville, TN 37902
865-594-0248
 - xi. Memphis City Schools, Memphis, TN
2597 Avery Avenue
Memphis, TN 38112
901-416-5450
- i. The Contractor shall provide the State with software programming for use on State scanners for both on-site and regional locations. Programming shall be provided for image scanning and editing of data via captured images. The Contractor shall provide a secure dedicated data circuit i.e., T1, DS3, etc. for the transmission of the scanned data from the regional locations.
 - j. The Contractor shall review and independently test all student demographic response forms provided by assessment vendors to ensure quality assured form development for scanning. The Contractor shall ensure that all demographic data collected is reported in the scan file accurately and correctly to meet State and assessment vendor specifications. Demographic data collected includes but may not be limited to:
 - i. First, Last Name and Middle Initial
 - ii. Student ID Number (state assigned or SSN)
 - iii. Birth Date
 - iv. Grade (K-12)

- v. Gender
 - vi. Ethnic Origin (including but not limited to: American Indian/Alaska Native, Asian, Black/African American, Hispanic/Latino, Native Hawaiian/other Pacific Islander, White, Two or more ethnic origins)
 - vii. Membership Data
 - viii. Modified Format (Braille, Large Print, Audio, Computer)
 - ix. Special Programs (including but not limited to: Title I, Special Education, 504 Service Plan, Gifted, Economically Disadvantaged, LEP Transitional 1/Transitional 2, Migrant, Home School, Homeless, Pre-K participation)
 - x. Special Accommodations
 - xi. ELL Accommodations
 - xii. Not tested (absent, ELL or medical exemption)
 - xiii. School schedule (i.e., traditional, modified block, block)
 - xiv. Test Date
 - xv. Test Level and/or Form
 - xvi. Optional Codes for State use (ten (10) fields)
- k. The Contractor shall provide hands-on customer support to verify scanner readiness at each scan site, including but not limited to:
- i. train regional personnel in scanning procedures,
 - ii. train regional personnel in document handling, including document repair techniques, to ensure effective document scanning and data capture,
 - iii. scan program and software upgrade installation and testing,
 - iv. processing support and problem solving for test processing, data capture and scanner maintenance,
 - v. test irregularity procedures, which includes invalidating, omitting or suppressing test scores in conformation to specific criteria set forth by the State and assessment vendors, insuring irregularity standards are upheld through the test cycle and the final data files accurately represent student assessment,
 - vi. data transfer software instruction to insure the scan files are accurate, transmitted securely to the State and/or assessment vendor databases according to State schedules,
 - vii. store, archive, and/or purge any old data from previous administrations, and
 - viii. assessment end-to-end functionality.
- l. The Contractor shall provide a secure dedicated data circuit (i.e., T1, DS3, etc.) for use in data transfer. The Contractor shall provide the use of its computer systems and hardware to support the processing of the assessments via the secure data circuit. The State shall be able to access the Contractor's computer system. The Contractor shall provide training as needed to ensure successful delivery of reports and electronic media to the State and LEA's.
- Specifically, the Contractor shall provide training, access and support for the following major processing systems:
- i. Systems for processing ancillary materials such as pre-coded group information sheets, mailing labels, and packing slips.
 - ii. The front end processing systems which scan, score, and update student data and hierarchical (System, School and Class) information.
 - iii. Software systems to support the table lookup, derived scoring, and summarization of data at various levels.
 - iv. Software and database systems to support the production and dynamic distribution of reports (electronic collation).
 - v. Reporting programs as needed to support State printing hardware.

The State shall acquire and license hardware (including scanners) and software required by assessment vendors to support the scanning, editing, and update systems. The hardware, software and systems environment shall be self-contained and will be supported by the Contractor with State technical staff. Hardware, software, and systems may reside at a secure assessment vendor location or in the State Processing Center at 1254 Foster Avenue, Nashville, TN. Should the location change, the Contractor shall be responsible for the transfer of the dedicated data circuit (i.e., T1, DS3, etc.) and other changes in programming necessary to ensure continued processing.

- m. The Contractor shall work with the State or any State appointed contractor to assure that all software is installed and quality checked on State equipment.
- n. The Contractor shall work with the State or any State appointed contractor to facilitate and support scanning and scoring of assessments at alternate sites as designated by the State.
- o. The Contractor shall provide personnel to work with assessment vendors to perform mainframe operations that include data bridging, data scrubbing, data analysis, print queuing, Job Control Language programming and any other process needed to produce the State's compiled data files and for maintaining district and school codes.
- p. For quality assurance and score verification purposes, mock data must be generated and utilized in all aspects of processing, scanning, editing, scoring, reporting, and printing and must be completed and evaluated by the Contractor and the State before the beginning of each test administration. The Contractor shall create a test deck for use in score verification and scanned data comparison. Each assessment vendor shall supply a test deck that has been through quality assurance and score verification for the State to use for comparison purposes. A minimum of 150 mock answer documents per grade level per assessment will be coded to verify the following:
 - i. each grid area is properly scanned and recorded,
 - ii. each response area is being scanned and mock answer documents for each version will be gridded to show each of the response choices is being scanned correctly,
 - iii. student demographic information including some from pre-identification files,
 - iv. all cases involving missing and incorrect information will be checked,
 - v. all cases requiring editing are properly relayed to an editor,
 - vi. any other procedures to assure accuracy of data processing,
 - vii. scoring keys and scoring programs, and
 - viii. not tested records are handled appropriately.
- q. The Contractor will provide a data file for each administration to the State for production and quality control purposes. The data file shall meet the following criteria:
 - i. verify that student answer documents have been correctly scored, and that all final score values have been properly calculated (e.g., scale scores and proficiency level),
 - ii. monitor (in conjunction with State staff) all aspects of processing, including but not limited to: scanning, editing, and scoring throughout the time that the actual answer documents are being scanned, edited, scored and processed until completion, and
 - iii. develop a data verification plan for each administration that describes in detail all steps to be implemented to ensure that the final reports of results are accurate.
- r. The Contractor will assist the State in providing data to assessment vendors for preliminary verification of scoring and test equating using a calibration sample of approximately the first 5,000-10,000 (not less than 20%) student records processed per grade level/content area per assessment. This sampling must represent the approximate demographics of the State. The student answer documents from these systems will be scored and all of the files and reports identified will be generated by the State and the Contractor.

A.9. Scoring Activities

The Contractor shall provide support for scoring of all assessments to include the following:

- a. The Contractor shall provide support for scoring of all test versions including Computerized, Audio, Large Print and Braille.
- b. The Contractor shall independently review, verify and provide quality assurance of test scoring keys provided by the assessment vendors. Scoring keys shall be provided to the State by assessment vendors for use in verifying the test deck used for scanning and processing. The test scoring keys will include:
 - i. item reference number,
 - ii. item type,
 - iii. item location, and
 - iv. correct answer for multiple-choice items.
- c. The Contractor shall provide quality assured, production and operational programs for scanning services including operational test decks and answer key verification. The Contractor shall also provide quality assured technical information required to provide and facilitate onsite and off-site test processing and reporting. These services shall include, but not be limited to, the following:

- i. Scoring

The Contractor is responsible for verifying that student answer documents are correctly scored. A test deck as defined in A.8.p shall be provided prior to each administration for each assessment that has been through quality assurance for the State to use for comparison purposes. Results shall be provided in electronic format.

- ii. Data Gathered

- (a) Collect all individual data from the answer document, item responses and scores, including commodity codes, demographic data, number of attempts and all other fields.
 - (b) Assist the State with reviewing and maintaining scanned data files and submitting scanned data to assessment vendors and data management vendor.

- iii. Re-scoring

Procedures for re-scoring student response documents shall be developed and provided to the State for review and approval.

A.10. Reporting Activities

The Contractor may produce quick score class roster reports for any TCAP assessments; however they are required for the TCAP Gateway and End of Course assessments. The Contractor shall utilize a single, unique and accurate Tennessee state-assigned student ID number and the student's current school and LEA unique code identification number at the time of testing. The quick score class roster shall contain at a minimum, student name, student number correct, grade level, proficiency level, and diploma status for the Gateway assessments. All reports shall be submitted to the State for review and approval prior to distribution.

- a. The Contractor shall provide technical training, support, required programming and software, including installation and upgrading of proprietary software and programming, to the State necessary to furnish LEAs with student quick scores and State approved reports. The software shall produce student scores in an easily updated electronic format. The Contractor shall provide written assurance of confidentiality and appropriate security measures to ensure student data is protected.
- b. The Contractor shall work with the State and other state assessment vendors to facilitate required services.

- c. The Contractor shall be responsible for compliance with the confidentiality provisions of the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CFR 99 and/or Use of Free and Reduced Price Meal Eligibility Information 42 USC 1758 (b) (2) (c) in all cases. These data shall only be included in the State CDF. In addition, the protection of pupil confidentiality shall uphold the ethics procedures that are usual and customary within the profession.
- d. The Contractor shall provide a web-based online reporting and report delivery system. The system shall meet the same specifications of other online products as defined in A.7.b. Reports shall be designed to create a smooth and efficient transition so that reports closely resemble existing reports. Customized backer text may be included for each report.
- e. The online reporting and report delivery system shall provide the following programming:
 - i. An online help section that provides users with a searchable database that can be used to answer most usability and technology questions. The help section shall include, but not be limited to: Guide to Test Interpretation, tutorials, user's guide, training materials, a quick reference guide and frequently asked questions. The customer support phone numbers and email addresses shall be posted in the help section.
 - ii. An administrative section that will allow State, System, and School administrators to manage all user accounts within their authoritative domain. Provide security measures to include user ID and passwords at the State, System, School Administrator, and School User levels. This section shall include usage reporting to indicate when/if users have logged in and what reports they have viewed, downloaded, or created. At the State level, this system will provide information pertaining to system completion of required steps in processing prior to provision of reports (i.e. assessment forms submitted, inventory completed, etc.).
 - iii. A downloads section that will allow users to download reports in PDF format to their desktop or CD based upon user security level.
 - iv. A notification section that will allow the Contractor and the State to post information concerning the reports for users to view and/or print. The State issues an embargo on certain data until its official release by the State; this notice and others may be posted on the web-site.
 - v. All electronic files and web-based programming shall be compatible with Windows and Macintosh applications with a variety of web browsers including but not limited to Netscape (x), Internet Explorer (x), Firefox (x), and Safari (x). The Contractor shall provide the State with technical specifications required for any online applications.
 - vi. Scanned data shall be uploaded into the reporting system to provide schools with preliminary class roster reports with quick score information based upon State established guidelines.
 - vii. Final data shall be uploaded after SDDV review, editing, and scoring have been completed. Systems shall be able to retrieve Individual Profile Reports and final Class Rosters as their data completes processing. Summary reports shall be available within ten (10) days after all State and Public Schools have been processed.
 - viii. Interactive reporting that may be customized to allow users to select data based upon various criteria (including all subgroups and demographic data) and create custom reports for use in activities including but not limited to: re-rostering for future classes, school improvement plans, and federal reporting requirements.
 - ix. Each customized report, as it is viewed on the screen, will be capable of rendering in a PDF format through a print function. The customized report may be printed in hard copy or downloaded to the desktop or CD.
 - x. The online reporting system shall maintain an archive of data from previous administrations for the life of the contract. Interactive reporting shall allow for users to

access archived data in the creation of custom reports. All reports created using the online reporting system shall be archived for future retrieval.

A.11. Operations Management

The Contractor shall assign a single point of contact for these technical services to manage all inquiries related to materials, training, and technical assistance.

- a. Project Team – The Contractor shall assign a single point of contact for this assessment program to manage all inquiries related to materials, training, and technical assistance.
 - i. All members of the Contractor's project team must be current members of the Contractor's regular organizational staff with experience within the company in coordinating test development and implementation activities. Team members must have at a minimum technical experience, knowledge, and operational experience in the following areas:
 - (a) one or more certifications listed in A.11.h,
 - (b) managing or coordinating the processing of large scale assessments,
 - (c) communicating effectively orally and in writing,
 - (d) providing technical skills in the implementation of a large scale testing program and having a working knowledge of professional testing standards and practices.
 - ii. The Contractor shall provide a personnel roster and resumes of key people who shall be assigned to perform duties or services under this Contract.
 - iii. The Contractor shall not remove or reassign key personnel (including but not limited to: Program Manager, Project Manager, Project Coordinator, Software Project Manager, Lead Software Developer, and other personnel in Lead or Director level positions) without prior written approval of the State.
 - iv. The Contractor shall provide qualified replacements in the event that key personnel become unavailable to provide services due to resignation, illness or other factors outside of the Contractor's control. The Contractor shall provide the State with written notice immediately upon determination of the need for replacement personnel. The Contractor shall provide the State with written notification and the resume or vitae of all personnel proposed for the project team for review and written approval, which approval shall not be unreasonably withheld.
- b. Administrative Tasks – The Contractor shall provide technical consultation services including but not limited to:
 - i. Review logistics in all areas of test processing from order entry, warehouse management, document preparation, materials inventory, scanning, processing, scoring, reporting, and invoicing for all assessments.
 - ii. Identify problem areas in procedures and complete risk/reward evaluations with reasonable solutions and effective implementation plans for resolution.
 - iii. Establish and maintain quality control sampling techniques in each area of assessment processing.
 - iv. Provide testing of all software applications provided by the Contractor. Such testing shall include but not be limited to:
 - (a) system and user acceptance tests,
 - (b) load and performance testing,

- (c) regression testing for any upgrades provided during the course of the contract, and
- (d) accuracy testing for all data uploaded from other vendors.

Results of testing shall be provided to the State according to timelines established with the Contractor and included in the Annual Work Plan. The State shall have final approval of all data and software.

- c. Continuity of Contracts – The Contractor shall:
 - i. Cooperate fully with the State in providing a transition between the Contractor and the existing Contractor to avoid any disruption of services, requirements or deliverables to students, teachers, schools, systems or the State.
 - ii. Cooperate fully with the State and any future Contractor designated by the State to transition to a potential new Contractor for technical services.
 - iii. Cooperate fully with the State in assisting with the transition of assessment vendors, providing any needed technical services and/or consultation to avoid any disruption of assessment services.
 - iv. Conduct testing for accuracy of data transferred and/or converted for upload between multiple contractors' systems.
- d. Management Meetings – The Contractor shall:
 - i. Provide for a minimum of one weekly management meeting between the Contractor and State staff. These management meetings shall include review of the Annual Work Plan and provide an opportunity to discuss task implementation, status, demo review schedule, and expected completion dates.
 - ii. Produce quarterly and annual progress reports with relevant tasks and activities from the schedule and progress noted for each. Progress reports shall include a report of activities completed during the prior quarter (or year, for the annual report). The reports shall provide a list of significant operational problems needing corrective action and shall address the following elements for each problem:
 - (a) identify the problem,
 - (b) assign responsibility for taking corrective action,
 - (c) evaluate the importance of the problem,
 - (d) investigate possible causes of the problem,
 - (e) analyze the problem,
 - (f) recommend actions to prevent recurrence of this or similar problems,
 - (g) implement new process controls as necessary,
 - (h) determine what to do with the failed items, and
 - (i) record permanent changes in process documentation.

Each quarterly progress report shall also contain:

- (a) a section that summarizes questions or complaints received by the call center,
- (b) a section that addresses issues or problems raised by the State,
- (c) a section that addresses ongoing problems, and
- (d) an executive summary that provides an informative and substantive description of the major problems and recommendations.

Unanticipated issues or problems shall be reported and addressed as they occur. All progress reports should be submitted in Microsoft Word via email.

- e. Records and Minutes – The Contractor shall take minutes and record lists of participants, including institutional affiliation and contact information, for all meetings including, but not limited to: management meetings, and technical advisory groups. All minutes, records and lists of participants shall be provided by the Contractor to the State for review and approval within two working days after each meeting. All records and minutes should be provided in a State approved style and format in Microsoft Word via email or other electronic media. The Contractor shall review contact information for each meeting and update contact information if changed.
- f. Data Warehousing and Analytical Processing – For all State assessments as required, the Contractor shall:
 - i. Provide the State with data warehousing services to support all web-based applications.
 - ii. Provide the State with data warehousing services to support Online Analytical Processing (OLAP) applications. Warehouses and data marts must provide the State with 3 dimensional data sets that can be disaggregated from the State down to the student level.
 - iii. Provide analytical data reporting to the State upon request.
 - iv. Provide the State with a data archiving system to collect years of testing data and demographics, the system shall store information in an electronic format for later retrieval.
 - v. Assure that all data is stored in a secure environment and State backup and recovery policies are followed as defined in A.6.c.
 - vi. Provide remote access to data to State personnel as requested.
- g. Technical Support Services available to State, System and School Personnel – For each online application the Contractor shall:
 - i. Operate a dedicated call center for web-based applications, including online reporting. The call center shall receive calls and e-mails on all working days from 7:30 a.m. to 4:30 p.m., CST. The call center shall respond to all calls and e-mails within one working day of receipt using the same delivery method.
 - ii. Log, document, and summarize comments, complaints, and questions from schools or LEAs regarding services and products provided by the Contractor.
 - iii. Develop scripts and referral guides for technical support personnel. Separate guides shall be created for each online application as defined in A.7.c – A.7.j and for the online reporting system defined in A.10.d and A.10.e. All guides shall be submitted to the State for review and approval.
 - iv. Each quarterly progress report shall contain a section that summarizes, analyzes, and evaluates questions and complaints and a section that contains current scripts and referral guides. Electronic versions of the logs, summaries, scripts, and referral guides shall be made available to the State within five (5) working days of the State's request.
- h. Technical Support Services available to State Personnel –The Contractor shall provide additional support to the State for all assessments as required, including but not limited to:
 - i. Provide technical (IT) personnel with experience in technical support for and between entities for the purpose of processing State assessments.
 - ii. Provide IT personnel who are adept in core languages including but not limited to Microsoft SQL Server, Visual Basic, VB Script, ASP, VB.Net, ASP.Net, C++, C#, Crystal Reports, data warehousing and OLAP services.
 - iii. Provide IT personnel who have the following minimum certifications: Microsoft Certified Partner, Microsoft Certified Systems Administrator (MCSA), Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Product Specialist (MCPS), Microsoft Certified Networking Product Specialist (MCNPS), Microsoft Certified Database Administrator,

(MCDBA), Microsoft Certified Application Developer (MCAD), Microsoft Certified Product Specialist-Internet (MCPSI), and CISCO Certified Systems Engineer.

- iv. Provide IT personnel who are familiar with the use of software architectures including but not limited to: client/server, nTier, .Net web services, XML, desktop applications, system services, distributed applications, COM+, message queue, ADSI, NCS Scan Tools package, active directory and any other software that may be applied to the State processing procedures and services to facilitate and enhance processing procedures on State equipment.
- v. Provide IT and/or non-IT personnel who are familiar with standard office software including but not limited to Adobe Suite and Microsoft Office including Word, Excel, Power Point and Access.
- vi. During each test administration and processing, personnel may be based and perform 40% -60% of their work at State-operated facilities. The State reserves the right to request on-site or off-site work in both Nashville and regional scan sites.
- vii. Commensurate with the needs of a given project, the State will provide personnel with office space, access to telephones, office supplies, workstations and connections to the relevant State LAN/WAN and/or mainframe environment during the administration and processing periods and any other necessarily deemed blocks of time the vendor is on-site. The Contractor will be responsible for access to the system using State authorized access points at all times from the off-site locations approved by the State.
- i. The Contractor shall provide IT and non-IT staff to assist State staff with unexpected exigent services related to State assessments, test processing, and web-based applications.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on August 19, 2008 and ending on August 16, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed sixteen million eight hundred fifty-six thousand five hundred ninety-six dollars (\$16,856,596.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
A.5 Administration Activities	
Annual Work Plan (A.5.a)	Cost per Year
8/19/08 - 6/30/09	\$22,392.00
7/1/09 - 6/30/10	\$21,982.00
7/1/10 - 6/30/11	\$21,423.00
7/1/11 - 6/30/12	\$22,509.00
7/1/12 - 6/30/13	\$22,319.00
A.6 Support Requirements	
Assessment Technical Services (A.6.d)	Cost per Hour
8/19/08 - 6/30/09	\$110.00
7/1/09 - 6/30/10	\$110.00
7/1/10 - 6/30/11	\$110.00
7/1/11 - 6/30/12	\$110.00
7/1/12 - 6/30/13	\$110.00
7/1/13 - 8/16/13	\$110.00
Assessment Hardware/Software Services (A.6.f)	Maximum Cost per Approved Incident
8/19/08 - 6/30/09	\$1,500.00
7/1/09 - 6/30/10	\$1,500.00
7/1/10 - 6/30/11	\$1,500.00
7/1/11 - 6/30/12	\$1,500.00
7/1/12 - 6/30/13	\$1,500.00
7/1/13 - 8/16/13	\$1,500.00
A.7 Data Management	
Infrastructure Evaluation (A.7.a)	Cost per Hour
8/19/08 - 6/30/09	\$115.00
7/1/09 - 6/30/10	\$115.00
Custom Programming (A.7.b)	Cost per Hour
8/19/08 - 6/30/09	\$105.00
7/1/09 - 6/30/10	\$105.00
7/1/10 - 6/30/11	\$105.00
7/1/11 - 6/30/12	\$105.00
7/1/12 - 6/30/13	\$105.00
7/1/13 - 8/16/13	\$105.00
Website Hosting (A.7.c - A.7.i)	Per Application Per Month
8/19/08 - 6/30/09	\$435.00
7/1/09 - 6/30/10	\$455.00
7/1/10 - 6/30/11	\$475.00

Service Description	Amount (per compensable increment)
7/1/11 - 6/30/12	\$495.00
7/1/12 - 6/30/13	\$515.00
7/1/13 - 8/16/13	\$525.00
Contact Management (A.7.c)	
Contact Management Setup (includes website setup & customization)	Per Assessment
8/19/08 - 6/30/09	\$7,249.00
Contact Management Support & maintenance (includes support documentation and training)	Per Assessment Per Year
8/19/08 - 6/30/09	\$1,029.00
7/1/09 - 6/30/10	\$1,132.00
7/1/10 - 6/30/11	\$1,122.00
7/1/11 - 6/30/12	\$1,056.00
7/1/12 - 6/30/13	\$1,093.00
7/1/13 - 8/16/13	\$1,123.00
Enrollment (A.7.d)	
Enrollment Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$5,746.00
Enrollment Support & maintenance (includes data upload from state/systems)	Per Assessment Per Year
8/19/08 - 6/30/09	\$784.00
7/1/09 - 6/30/10	\$779.00
7/1/10 - 6/30/11	\$775.00
7/1/11 - 6/30/12	\$794.00
7/1/12 - 6/30/13	\$812.00
7/1/13 - 8/16/13	\$744.00
Order Entry (A.7.e)	
Order Entry Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$4,099.00
Order Entry Support & maintenance (includes data upload from state/systems)	Per Assessment Per Year
8/19/08 - 6/30/09	\$923.00
7/1/09 - 6/30/10	\$955.00
7/1/10 - 6/30/11	\$924.00
7/1/11 - 6/30/12	\$932.00
7/1/12 - 6/30/13	\$944.00
7/1/13 - 8/16/13	\$944.00
Pre-coding/Bar code labels (A.7.f)	
Pre-Coding Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$4,823.00

Service Description	Amount (per compensable increment)
Pre-coding Support & maintenance (includes data uploads, pre-coding and reviews)	Per Assessment Per Year
8/19/08 - 6/30/09	\$642.00
7/1/09 - 6/30/10	\$897.00
7/1/10 - 6/30/11	\$998.00
7/1/11 - 6/30/12	\$1,108.00
7/1/12 - 6/30/13	\$1,243.00
7/1/13 - 8/16/13	\$1,199.00
Pre-code Student Response Documents	Per document
8/19/08 - 6/30/09	\$0.18
7/1/09 - 6/30/10	\$0.18
7/1/10 - 6/30/11	\$0.18
7/1/11 - 6/30/12	\$0.18
7/1/12 - 6/30/13	\$0.18
7/1/13 - 8/16/13	\$0.18
Bar-code labels	Per label
8/19/08 - 6/30/09	\$0.04
7/1/09 - 6/30/10	\$0.04
7/1/10 - 6/30/11	\$0.04
7/1/11 - 6/30/12	\$0.04
7/1/12 - 6/30/13	\$0.04
7/1/13 - 8/16/13	\$0.04
Student Demographic Data Verification (A.7.g)	
Student Demographic Data Verification Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$6,639.00
Student Demographic Data Verification Support & maintenance (includes data upload from assessment vendors to state/systems and back)	Per Assessment Per Year
8/19/08 - 6/30/09	\$773.00
7/1/09 - 6/30/10	\$784.00
7/1/10 - 6/30/11	\$767.00
7/1/11 - 6/30/12	\$772.00
7/1/12 - 6/30/13	\$764.00
7/1/13 - 8/16/13	\$764.00
Inventory Management (A.7.h)	
Inventory Management Setup (barcode readers and all related hardware/software)	Per Year
8/19/08 - 6/30/09	\$12,875.00
Inventory Management Setup (includes website setup & customization, support documentation and training)	Per Assessment

Service Description	Amount (per compensable increment)
8/19/08 - 6/30/09	\$5,839.00
Inventory Management Support & maintenance (includes data upload from warehouse to state/systems and back)	Per Assessment Per Year
8/19/08 - 6/30/09	\$756.00
7/1/09 - 6/30/10	\$834.00
7/1/10 - 6/30/11	\$839.00
7/1/11 - 6/30/12	\$832.00
7/1/12 - 6/30/13	\$799.00
7/1/13 - 8/16/13	\$833.00
Faculty Student Data Entry (A.7.i)	
Faculty Student Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment
8/19/08 - 6/30/09	\$5,392.00
Faculty Student Management Support & maintenance (includes data uploads)	Per Assessment Per Year
8/19/08 - 6/30/09	\$345.00
7/1/09 - 6/30/10	\$389.00
7/1/10 - 6/30/11	\$399.00
7/1/11 - 6/30/12	\$412.00
7/1/12 - 6/30/13	\$419.00
7/1/13 - 8/16/13	\$418.00
Assessment Forms (A.7.j)	
Assessment Form Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment
8/19/08 - 6/30/09	\$1,012.00
Assessment Form Management Support & maintenance (includes data uploads)	Per Assessment Per Year
8/19/08 - 6/30/09	\$179.00
7/1/09 - 6/30/10	\$188.00
7/1/10 - 6/30/11	\$199.00
7/1/11 - 6/30/12	\$198.00
7/1/12 - 6/30/13	\$199.00
7/1/13 - 8/16/13	\$199.00
A.8. Processing Activities and A.9 Scoring Activities	
Software Programming (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration A.8.b,e,f,j,m,n,o,p,q,r and A.9.b,c)	Per Assessment Per Year
8/19/08 - 6/30/09	\$443.00
7/1/09 - 6/30/10	\$440.00

Service Description	Amount (per compensable increment)
7/1/10 - 6/30/11	\$480.00
7/1/11 - 6/30/12	\$497.00
7/1/12 - 6/30/13	\$467.00
7/1/13 - 8/16/13	\$455.00
Remote Scanning Setup (includes hardware and software A.8.g & h)	Maximum Cost Per Site
8/19/08 - 6/30/09	\$5,056.00
Remote Scanning Setup (includes secure data circuits A.8.i & l)	Maximum Cost Per Site
8/19/08 - 6/30/09	\$13,200.00
Software Programming for Remote Scanning Setup (A.8.h,i,l)	Per Assessment Per Year Per Site
8/19/08 - 6/30/09	\$115.00
Software Programming for Remote Scanning (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration A.8.i,m,n,o,p,q,r and 9.c)	Per Assessment Per Year Per Site
8/19/08 - 6/30/09	\$232.00
7/1/09 - 6/30/10	\$243.00
7/1/10 - 6/30/11	\$262.00
7/1/11 - 6/30/12	\$232.00
7/1/12 - 6/30/13	\$244.00
7/1/13 - 8/16/13	\$289.00
Customer Support for Remote Scanning (includes on-site training and installation A.8.k)	Per Hour
8/19/08 - 6/30/09	\$98.00
7/1/09 - 6/30/10	\$98.00
7/1/10 - 6/30/11	\$98.00
7/1/11 - 6/30/12	\$98.00
7/1/12 - 6/30/13	\$98.00
7/1/13 - 8/16/13	\$98.00
A.10. Reporting Activities	
Online Reporting	
Online Reporting Setup (includes report customization)	Per Assessment
8/19/08 - 6/30/09	\$4,423.00
Online Reporting Support and Maintenance (includes training A.10.a-e)	Per Assessment Per Year
8/19/08 - 6/30/09	\$583.00
7/1/09 - 6/30/10	\$592.00
7/1/10 - 6/30/11	\$548.00
7/1/11 - 6/30/12	\$593.00
7/1/12 - 6/30/13	\$612.00
7/1/13 - 8/16/13	\$584.00

Service Description	Amount (per compensable increment)
A.11. Operations Management	
Data Warehousing Services (A.11.f)	Per Application Per Assessment Per Year
8/19/08 - 6/30/09	\$121.00
7/1/09 - 6/30/10	\$144.00
7/1/10 - 6/30/11	\$155.00
7/1/11 - 6/30/12	\$164.00
7/1/12 - 6/30/13	\$177.00
7/1/13 - 8/16/13	\$183.00
Technical Support Services (A.11.g)	Per Application Per Assessment Per Year
8/19/08 - 6/30/09	\$156.00
7/1/09 - 6/30/10	\$156.00
7/1/10 - 6/30/11	\$156.00
7/1/11 - 6/30/12	\$156.00
7/1/12 - 6/30/13	\$156.00
7/1/13 - 8/16/13	\$156.00
Project Management - IT personnel (A.11.h.i-v and A.11.i)	Per hour
8/19/08 - 6/30/09	\$85.00
7/1/09 - 6/30/10	\$85.00
7/1/10 - 6/30/11	\$85.00
7/1/11 - 6/30/12	\$85.00
7/1/12 - 6/30/13	\$85.00
7/1/13 - 8/16/13	\$85.00
Project Management - non-IT personnel (A.11.h.v and A.11.i)	Per hour
8/19/08 - 6/30/09	\$75.00
7/1/09 - 6/30/10	\$75.00
7/1/10 - 6/30/11	\$75.00
7/1/11 - 6/30/12	\$75.00
7/1/12 - 6/30/13	\$75.00
7/1/13 - 8/16/13	\$75.00

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Deborah Malone
Department of Education
Assessment, Evaluation, and Research

1252 Foster Ave.
TPS Campus, Hardison Building
Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of Education: Assessment, Evaluation & Research
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address; and,
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, or Hours as applicable, of each service invoiced;
 - iii. Detail of specific delivered service to include but not be limited to:
 - (a) person performing the service
 - (b) specific project programming information
 - (c) actual hour breakdown
 - iv. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - v. Amount Due by Service; and
 - vi. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- C.10. Retention of Final Payment. An amount of one hundred sixty-eight thousand five hundred sixty-five dollars and ninety-six cents (\$168,565.96), representing one percent (1%) of the maximum total compensation payable under this Contract, shall be withheld by the State until ninety (90) days after final completion of the services to be performed by the Contractor under this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dan Long, Executive Director
DEPARTMENT OF EDUCATION
Assessment, Evaluation and Research
TPS Campus, Hardison Building
1252 Foster Ave.
Nashville, TN 37210
email address: Dan.Long@state.in.us
Telephone #: 615-741-0720
Fax #: 615-532-7860

The Contractor:

Martin Reed, President
R & A SOLUTIONS, INC.
722 Rundle Avenue
Nashville, TN 37210
martyr@randasolutions.com
Telephone # 615-467-6387
FAX # 615-467-6390

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of

the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.8. State Ownership of Software and Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.

- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.
- c. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- d. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- e. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- f. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal
- In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.
- E.11. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.13. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.15. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-331.03-001-09 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.16. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.18. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment B and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.19. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said

Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.20. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.21. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract.
- E.22. State Interest in Equipment. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this contract and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Contractor pursuant to the provisions of this contract. A further intent of this contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State

may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Contractor's operations where the equipment is used;
- h. Condition of the property or disposition date if Contractor no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

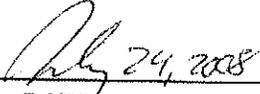
The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall submit its inventory control report of all equipment purchased with funding through this grant within ninety (90) days of the Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased with Contract funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

IN WITNESS WHEREOF:

R & A SOLUTIONS, INC:

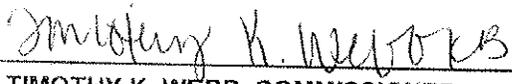
 

CONTRACTOR SIGNATURE DATE

MARTIN REED PRESIDENT

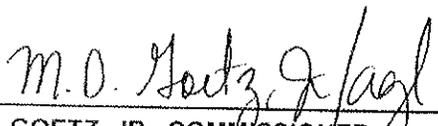
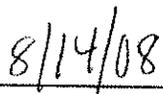
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

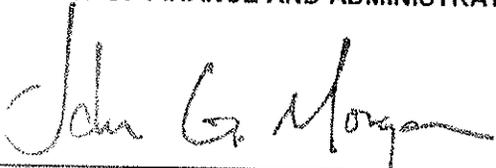
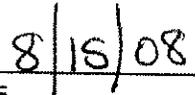
 

TIMOTHY K. WEBB, COMMISSIONER DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER DATE
DEPARTMENT OF FINANCE AND ADMINISTRATION

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	R & A Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	FEI: 20-0388714

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

MARTIN REED PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

July 24, 2008

DATE OF ATTESTATION

Liquidated Damages

Service Description	Liquidated Damages charges are per state work day
A.5 Administration Activities	
Annual Work Plan	\$25,000
A.6 Support Requirements	
Assessment Technical Services (A.6.d)	\$25,000
A.7 Data Management	
Infrastructure Evaluation	\$10,000
Custom Programming	\$10,000
Contact Management	
Contact Management Setup (includes website setup & customization)	\$25,000
Enrollment	
Enrollment Setup (includes website setup & customization, support documentation and training)	\$25,000
Enrollment Support & maintenance (includes data upload from state/systems)	\$25,000
Order Entry	
Order Entry Setup (includes website setup & customization, support documentation and training)	\$25,000
Order Entry Support & maintenance (includes data upload from state/systems)	\$25,000
Pre-coding/Bar code labels	
Pre-Coding Setup (includes website setup & customization, support documentation and training)	\$25,000
Pre-coding Support & maintenance (includes data uploads, pre-coding and reviews)	\$25,000
Pre-code Student Response Documents	\$25,000
Bar-code labels	\$25,000
Student Demographic Data Verification	
Student Demographic Data Verification Setup (includes website setup & customization, support documentation and training)	\$25,000
Student Demographic Data Verification Support & maintenance (includes data upload from assessment vendors to state/systems and back)	\$25,000
Inventory Management	
Inventory Management Setup (barcode readers and all related hardware/software)	\$25,000
Inventory Management Setup (includes website setup & customization, support documentation and training)	\$25,000
Inventory Management Support & maintenance (includes data upload from warehouse to state/systems and back)	\$25,000

Service Description	Liquidated Damages charges are per state work day
Faculty Student Data Entry	
Faculty Student Management Setup (includes website setup & customization, support documentation and training, equipment)	\$25,000
Faculty Student Management Support & maintenance (includes data uploads)	\$25,000
Assessment Forms	
Assessment Form Management Setup (includes website setup & customization, support documentation and training, equipment)	\$25,000
Assessment Form Management Support & maintenance (includes data uploads)	\$25,000
A.8. Processing Activities and A.9 Scoring Activities	
Software Programming (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration)	\$25,000
Remote Scanning Setup (includes Hardware/Software)	\$25,000
Remote Scanning Setup (includes secure data circuits)	\$25,000
Software Programming for Remote Scanning Setup	\$25,000
Software Programming for Remote Scanning (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration)	\$25,000
Customer Support for Remote Scanning (includes on-site training and installation)	\$25,000
A.10. Reporting Activities	
Online Reporting	
Online Reporting Setup (includes report customization)	\$25,000
Online Reporting Support and Maintenance (includes training)	\$25,000
A.11. Operations Management	
Technical Support Services	\$10,000

FA CONTRACT INFORMATION SUPPLEMENT

FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B

Contract RFS # 331.03-001-09

Contractor: R & A Solutions, Inc.

**SECTION A—
CONTRACTOR IS AN INDIVIDUAL**

**SECTION B—
CONTRACTOR IS A COMPANY**
(e.g., sole proprietorship, partnership, or corporation)

Is or has the contractor been a state employee?

- NO *(no additional information required)*
 YES

Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?

- NO *(no additional information required)*
 YES

Was such employment within the past six months?

- NO
 YES *(an approved rule exception permitting a contract within six months of employment is also required)*

Was such employment within the past six months?

- NO
 YES *(an approved rule exception permitting a contract within six months of employment is also required)*

Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

- NO
 YES *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*

Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?

- NO
 YES *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*

CONTRACTOR SIGNATURE

MARL, President

July 24, 2008

CONTRACTOR *R & A Solutions, Inc. by Martin Reed*

DATE *July 24, 2008*

Authorization and Acknowledgement of Compliance

Whereas, State has contracted with R & A Solutions on August 19, 2008 through August 16, 2013, for FA-09-25699 relative to the implementation of Technical Services for process of State assessments, and

Whereas, The above referenced contract may require the disclosure by the State to R & A Solutions of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA), and

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec 99.30 to authorized representatives of State and local educational authorities in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the State and R & A Solutions hereby agree as follows:

1. R & A Solutions, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This student information may include: *name, social security number, achievement data, address, phone number, and parent/guardian name, and any other personally identifiable information collected in the process of test administration.*
2. R & A Solutions as authorized representative of State for the sole purpose of complying with the requirements of the above contract, agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the state.
3. R & A Solutions agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

Timothy K. Webb km

 Timothy K. Webb, Commissioner *1/9/09*
Date

R & A Solutions, Inc by [Signature] President

 R & A Solutions *11/25/08*
Date

TENNESSEE DEPARTMENT OF EDUCATION
CONTRACT PROVISION REQUEST

REQUESTED BY:	DEB MALONE	REQUEST DATE:	1/23/08
PROGRAM AREA:	ASSESSMENT	RFS NUMBER:	331.03-001-09

PURPOSE OF CONTRACT:	TO PROVIDE TECHNICAL SERVICES FOR STATE ASSESSMENTS		
START DATE:	7/1/08	END DATE:	6/30/13
CONTRACT AMOUNT:	EST. \$10M	VENDOR NAME:	TO BE AWARDED BY RFP

Contract Provision(s) to be Included:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Copyrights and Patents | <input checked="" type="checkbox"/> Hold Harmless |
| <input checked="" type="checkbox"/> Partial Takeover | <input checked="" type="checkbox"/> Other: Confidentiality of Records |
| <input checked="" type="checkbox"/> Breach | <input checked="" type="checkbox"/> Other: State Ownership of Software and Work Products |

Contract Provision(s) to be Excluded:

Other: _____

Provide a complete justification for why the provision(s) requested are in the best interest of the State and the Department of Education. Identify the risk(s). * Attach Proposed Contract

Copyrights and Patents – this contract is for technical services to support state assessments, the test materials and items are written for the State and we have ownership of everything created under the assessment contracts. Items with passages or other stimulus attached have copyright issues, we require that the Contractor obtain the copyright prior to printing and distributing the test, we also have practice tests and samplers that are available to the public. The technical support vendor assists with posting items to our website, creating training materials for meetings and web postings and it is possible that they will use assessment materials for these training items. It is the responsibility of the Contractor to ensure that all copyrights are in place and to protect the State.

Hold Harmless – because our assessments are of high stakes, meeting several Federally and State legislative mandates, we have included this clause to protect us from litigious parents and/or students who are not happy with their test results, teachers who are not happy with their growth rate, etc.

Breach -- we include this to be able to include the liquidated damages. The high stakes nature of these assessments requires that certain deadlines are met – we have had to use the threat of liquidated damages in the past to make sure that deadlines are met. We have actually imposed liquidated damages at least twice in the last 8 years.

Partial takeover – the State currently processes its own tests, this contract includes both State and vendor processing options, this ensures that we can choose to take services from this contract and do them ourselves or outsource them to another vendor.

Confidentiality of Records – the vendor will have access to test items and materials as well as the use of student demographic data in assessment results, confidentiality is imperative

State Ownership of Software and Work Products - The contract requires both customized web applications that we would consider proprietary as well as original customized programming. Additionally, the vendor will be developing training materials for all web programs that the State would expect to keep.

Approved By:

Deb Malone

Program Contract Manager Signature

1/23/08

Date

Assistant Commissioner Signature

Date

Contracts Office Review: Concur with Request Do Not Concur Signature: Kriste Brownard

Legal Counsel Review: Concur with Request Do Not Concur Signature: Christy Ballard

I approve of the adding the above referenced clauses to the contract.