

CONTRACT #8
RFS # 331.03-01207
FA # 07-20625
Edison # 2215

Department of Education
Data and Research

VENDOR:
Measurement, 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: January 14, 2014

RE: Request to appear before fiscal review committee regarding non-competitive amendment request RFS # 33103-01207

Please consider the enclosed request for non-competitive amendment to the contract with Measurement, Inc. The contract provides a statewide assessment for English learners (EL). This amendment will allow for the following:

- (1) Extension of the end date from March 26, 2014 to July 31, 2104. The Race to the Top (RTTT) Initiative provides for changes to all federally mandated assessment to provide greater rigor for students. Guidelines for the EL assessments have not been established, however, the next generation assessments will not be available until the 2014-2015 year; this extension will provides additional time for the state to score the existing EL assessment for the 2013-2014 year.
- (2) An increase in the maximum liability of \$35,278.02.
- (3) The pricing structure was established in amendment 1; the dates for line items in the payment methodology are updated to reflect the new contract end date.
- (4) Updates to provide current personnel to the contract.

Measurement, Inc. worked with the Council of Chief State School Officers (CCSSO) in the development of the English Language Diagnostic Assessment (ELDA) as well as the Tennessee English Language Proficiency Assessment (TELPA). These assessments meet current federal guidelines for the assessment of EL students. The extension of this contract will utilize funds obligated to the contract and provide the state with additional time to work with the RTTT initiative and other states in the development of new EL assessments.

The state worked closely with the contractor through amendment one in 2011 to establish pricing for the additional years that aligned with the existing pricing structure as established through the competitive RFP process. Measurement, Inc. has provided these services to the state for nearly seven years under the existing contract. The new assessment, being developed by a consortium of states in conjunction with the University of Wisconsin, is not ready to go operational this year. The additional four month extension will allow the department to provide scoring and reporting for the ELDA assessment that is administered in the spring of 2014..

Thank you for your consideration.

KH: dms

cc: Kristen McKeever, Director of Contracts
Deborah Malone Sauberer, Executive Director, Assessment Logistics

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Deb Malone Sauberer	*Contact Phone:	532-6298		
*Original Contract Number:	FA-07-20625-00	*Original RFS Number:	331.03-012-07		
Edison Contract Number: <i>(if applicable)</i>	2215	Edison RFS Number: <i>(if applicable)</i>	331.03-012-07		
*Original Contract Begin Date:	March 29, 2007	*Current End Date:	March 26, 2014		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	March 15, 2014				
*Department Submitting:	Education				
*Division:	Data & Research				
*Date Submitted:	March 15, 2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Measurement, Inc.				
*Current Maximum Liability:	\$4,060,157.37				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$0.00	\$375,352.17	\$625,904.23	\$675,431.93	\$512,682.37	\$631,267.43
FY:2013	FY:2014				
\$619,759.62	\$619,759.62				
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$0.00	\$375,352.17	\$625,904.24	\$675,431.93	\$512,682.37	\$509,788.56
FY:2013	FY:2014	FY:2015			
\$546,101.39	\$579,465.63	\$0.00			
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Projected usage estimates for the majority of the contract were over actual usage. This contract is the first used for ELL diagnostic assessments and projections were estimated based on 2006 enrollment figures with a 10% annual increase. Additionally, there have been some services that were not needed.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Funds for this contract are carried forward – Public Acts of 2011, Public Chapter 473, Appropriations Act, Section 36, Item 37. See attached.		
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:	\$2,066,424.81	Federal:	\$1,993,732.56	

Supplemental Documentation Required for
Fiscal Review Committee

Interdepartmental:	\$0.00	<i>Other:</i>	\$0.00
If " <i>other</i> " please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
October 2011		Added 2 years for development of new EL assessments	
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?		Unknown	

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.

Please see attached Audit Document that provides all line item pricing with amended years highlighted.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

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:

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

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 3311101000 346100				
Product Description	Unit Cost	Projected usage	Projected Total	Acutal	Acutal Cost	Diff	Inv Date
Test Specifications (A.3.b)	Total cost for report						
2/1/07 - 6/30/07	\$5,891.00	1	\$5,891.00		\$0.00	\$5,891.00	
Feasibility Study	Total cost for report						
7/1/07 - 6/30/08	\$24,391.00	1	\$24,391.00		\$0.00	\$24,391.00	
Development of ELP Locator Test (A.3.c.ii)	Per approved screener test form						
7/1/07 - 6/30/08	\$30,400.00	4	\$121,600.00	4	\$121,600.00	\$0.00	6/25/2009
Annual Work Plan	Total Cost for plan						
2/1/07 - 6/30/07	\$6,068.00	1	\$6,068.00	1	\$6,068.00	\$0.00	11/25/2008
7/1/07 - 6/30/08	\$6,068.00	1	\$6,068.00	1	\$6,068.00	\$0.00	6/25/2009
7/1/08 - 6/30/09	\$6,068.00	1	\$6,068.00		\$0.00	\$6,068.00	
7/1/09 - 6/30/10	\$6,068.00	1	\$6,068.00	1	\$6,068.00	\$0.00	8/1/2010
7/1/10 - 6/30/11	\$6,068.00	1	\$6,068.00	1	\$6,068.00	\$0.00	6/6/2011
7/1/10 - 6/30/12	\$6,250.00	1	\$6,250.00	1	\$6,250.00	\$0.00	6/28/2011
7/1/10 - 6/30/13	\$6,500.00	1	\$6,500.00				
7/1/10 - 3/26/14	\$6,750.00	1	\$6,750.00	1	\$6,250.00	\$500.00	7/2/2013
Development of Test Administration Training Materials (A.5.d) (electronic version)	Total Cost						
2/1/07 - 6/30/07	\$32,900.00	1	\$32,900.00		\$0.00	\$32,900.00	
Test Administration Training Materials	Cost per test						
2/1/07 - 6/30/07	\$13.87	2,500	\$34,675.00		\$0.00	\$34,675.00	
7/1/07 - 6/30/08	\$14.28	2,750	\$39,270.00		\$0.00	\$39,270.00	
7/1/08 - 6/30/09	\$14.71	3,025	\$44,497.75		\$0.00	\$44,497.75	
7/1/09 - 6/30/10	\$15.13	3,328	\$50,345.08		\$0.00	\$50,345.08	

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7/1/10 - 6/30/11	\$15.58	3,660	\$57,026.70		\$0.00	\$57,026.70		
Training of TDOE Staff on Training Materials	Cost per training session							
2/1/07 - 6/30/07	\$12,200.00	1	\$12,200.00	2	\$24,400.00	(\$12,200.00)	6/27/2007	
Standard Setting (A.4) (including the correlation of ELP to previous assessment if necessary and the options for annual progress measure first year)	Per Form							
7/1/07- 6/30/08	\$42,000.00	4	\$168,000.00		\$0.00	\$168,000.00		
ELP Test Booklet	Per Test							
2/1/07 - 6/30/07	\$5.11	20,000	\$102,200.00	24,315	\$124,249.65	(\$22,049.65)	6/27/2007	
7/1/07 - 6/30/08	\$5.02	22,000	\$110,440.00	39,172	\$196,643.44	(\$86,203.44)	11/25/2008	
7/1/08 - 6/30/09	\$4.94	24,200	\$119,548.00	29,833	\$147,375.02	(\$27,827.02)	6/25/2009	
7/1/09 - 6/30/10	\$3.32	26,620	\$88,378.40	30,330	\$100,695.60	(\$12,317.20)	8/1/2010	
7/1/10 - 6/30/11	\$3.42	35,000	\$119,700.00	30,919	\$105,742.98	\$13,957.02	6/6/2011	
7/1/10 - 6/30/12	\$3.69	36,750	\$135,607.50	33,389	\$123,205.41	\$12,402.09	6/28/2011	
7/1/10 - 6/30/13	\$3.80	38,588	\$146,632.50	0	\$0.00	\$146,632.50		
7/1/10 - 3/26/14	\$3.92	40,517	\$158,826.15	34,645	\$131,651.00	\$27,175.15	7/2/2013	
ELP Large Print Test Booklet	Per Test							
2/1/07 - 6/30/07	\$4.66	1,000	\$4,660.00	47	\$219.02	\$4,440.98	6/27/2007	
7/1/07 - 6/30/08	\$4.80	1,000	\$4,800.00	9	\$43.20	\$4,756.80	11/25/2008	
7/1/08 - 6/30/09	\$4.94	1,000	\$4,940.00	8	\$39.52	\$4,900.48	6/25/2009	
7/1/09 - 6/30/10	\$5.08	1,000	\$5,080.00	9	\$45.72	\$5,034.28	8/1/2010	
7/1/10 - 6/30/11	\$5.24	12	\$62.88	8	\$41.92	\$20.96	6/6/2011	
7/1/10 - 6/30/12	\$5.66	12	\$67.92	15	\$84.90	(\$16.98)	6/28/2011	
7/1/10 - 6/30/13	\$5.83	12	\$69.96	0	\$0.00	\$69.96		
7/1/10 - 3/26/14	\$6.00	12	\$72.00	19	\$110.77	(\$38.77)	7/2/2013	

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ELP BrailleTest Booklet	Per Test							
2/1/07 - 6/30/07	\$66.08	100	\$6,608.00	15	\$991.20	\$5,616.80	6/27/2007	
7/1/07 - 6/30/08	\$68.06	100	\$6,806.00	3	\$204.18	\$6,601.82	11/25/2008	
7/1/08 - 6/30/09	\$70.11	100	\$7,011.00	4	\$280.44	\$6,730.56	6/25/2009	
7/1/09 - 6/30/10	\$72.21	100	\$7,221.00	1	\$72.21	\$7,148.79	8/1/2010	
7/1/10 - 6/30/11	\$74.37	12	\$892.44	0	\$0.00	\$892.44		
7/1/10 - 6/30/12	\$80.32	12	\$963.84	3	\$240.96	\$722.88	6/28/2011	
7/1/10 - 6/30/13	\$82.73	12	\$992.76					
7/1/10 - 3/26/14	\$85.21	12	\$1,022.52	3	\$248.19	\$774.33	7/2/2013	
ELP Audio Media/CD (A.5.a)	Per CD							
2/1/07 - 6/30/07	\$5.68	22,000	\$124,960.00	6,600	\$37,488.00	\$87,472.00	6/27/2007	
7/1/07 - 6/30/08	\$5.86	24,000	\$140,640.00	7,922	\$46,422.92	\$94,217.08	11/25/2008	
7/1/08 - 6/30/09	\$6.02	26,200	\$157,724.00	9,158	\$55,131.16	\$102,592.84	6/25/2009	
7/1/09 - 6/30/10	\$6.21	28,620	\$177,730.20	8,565	\$53,188.65	\$124,541.55	8/1/2010	
7/1/10 - 6/30/11	\$6.39	9,500	\$60,705.00	8,913	\$56,954.07	\$3,750.93	6/6/2011	
7/1/10 - 6/30/12	\$6.58	9,975	\$65,635.50	9,629	\$63,358.82	\$2,276.68	6/28/2011	
7/1/10 - 6/30/13	\$6.78	10,474	\$71,012.03	0	\$0.00	\$71,012.03		
7/1/10 - 3/26/14	\$6.98	10,997	\$76,762.11	10,063	\$68,227.14	\$8,534.97	7/2/2013	
ELP Student Response Document/Media (A.5.c)	Per Document/Media							
2/1/07 - 6/30/07	\$0.52	22,000	\$11,440.00	24,315	\$12,643.80	(\$1,203.80)	6/27/2007	
7/1/07 - 6/30/08	\$0.56	24,000	\$13,440.00	37,177	\$20,819.12	(\$7,379.12)	11/25/2008	
7/1/08 - 6/30/09	\$0.57	26,200	\$14,934.00	29,833	\$17,004.81	(\$2,070.81)	6/25/2009	
7/1/09 - 6/30/10	\$0.58	28,620	\$16,599.60	30,330	\$17,591.40	(\$991.80)	8/1/2010	
7/1/10 - 6/30/11	\$0.58	35,000	\$20,300.00	30,919	\$17,933.02	\$2,366.98	6/6/2011	
7/1/10 - 6/30/12	\$0.60	36,750	\$22,050.00	33,389	\$20,033.40	\$2,016.60	6/28/2011	
7/1/10 - 6/30/13	\$0.62	38,588	\$23,924.25	0	\$0.00	\$23,924.25		
7/1/10 - 3/26/14	\$0.63	40,517	\$25,525.63	34,645	\$21,479.90	\$4,045.73	7/2/2013	
Teacher Header (A.5.a)								
2/1/07 - 6/30/07	\$0.41	3,000	\$1,230.00	3,300	\$1,353.00	(\$123.00)	6/27/2007	
7/1/07 - 6/30/08	\$0.38	3,000	\$1,140.00	8,564	\$3,254.32	(\$2,114.32)	11/25/2008	
7/1/08 - 6/30/09	\$0.39	3,000	\$1,170.00	8,876	\$3,461.64	(\$2,291.64)	6/25/2009	
7/1/09 - 6/30/10	\$0.40	3,000	\$1,200.00	8,565	\$3,426.00	(\$2,226.00)	8/1/2010	

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7/1/10 - 6/30/11	\$0.42	9,000	\$3,780.00	8,913	\$3,743.46	\$36.54	6/6/2011
7/1/10 - 6/30/12	\$0.43	9,450	\$4,063.50	9,629	\$4,140.47	(\$76.97)	6/28/2011
7/1/10 - 6/30/13	\$0.45	9,923	\$4,465.13	0	\$0.00	\$4,465.13	
7/1/10 - 3/26/14	\$0.46	10,419	\$4,792.57	10,063	\$4,528.35	\$264.22	7/2/2013
School Listings (A.5.a)							
2/1/07 - 6/30/07	\$2.24	2,000	\$4,480.00		\$0.00	\$4,480.00	
7/1/07 - 6/30/08	\$2.39	2,000	\$4,780.00	1,156	\$2,762.84	\$2,017.16	11/25/2008
7/1/08 - 6/30/09	\$2.33	2,000	\$4,660.00	1,168	\$2,791.52	\$1,868.48	6/25/2009
7/1/09 - 6/30/10	\$2.40	2,000	\$4,800.00	1,202	\$2,884.80	\$1,915.20	8/1/2010
7/1/10 - 6/30/11	\$2.47	1,500	\$3,705.00	1,224	\$3,023.28	\$681.72	6/6/2011
7/1/10 - 6/30/12	\$2.54	1,575	\$4,000.50	1,274	\$3,235.96	\$764.54	6/28/2011
7/1/10 - 6/30/13	\$2.62	1,654	\$4,332.83	0	\$0.00	\$4,332.83	
7/1/10 - 3/26/14	\$2.69	1,736	\$4,671.02	1,290	\$3,379.80	\$1,291.22	7/2/2013
ELP Test Administration Manual (includes electronic version) (A.5.a)							
	Per manual						
2/1/07 - 6/30/07	\$3.98	3,000	\$11,940.00	3,300	\$13,134.00	(\$1,194.00)	6/27/2007
7/1/07 - 6/30/08	\$4.10	3,000	\$12,300.00	8,564	\$35,112.40	(\$22,812.40)	11/25/2008
7/1/08 - 6/30/09	\$4.23	3,000	\$12,690.00	8,876	\$37,545.48	(\$24,855.48)	6/25/2009
7/1/09 - 6/30/10	\$4.35	3,000	\$13,050.00	8,565	\$37,257.75	(\$24,207.75)	8/1/2010
7/1/10 - 6/30/11	\$4.48	9,000	\$40,320.00	8,913	\$39,930.24	\$389.76	6/6/2011
7/1/10 - 6/30/12	\$4.61	9,450	\$43,564.50	9,629	\$44,389.69	(\$825.19)	6/28/2011
7/1/10 - 6/30/13	\$4.75	9,923	\$47,131.88	0	\$0.00	\$0.00	
7/1/10 - 3/26/14	\$4.89	10,419	\$50,947.08	10,063	\$47,799.25	\$3,147.83	7/2/2013
Interpretive Guide (includes							
	Per brochure						
2/1/07 - 6/30/07	\$0.00	23,100	\$0.00		\$0.00	\$0.00	
7/1/07 - 6/30/08	\$0.00	25,100	\$0.00		\$0.00	\$0.00	
7/1/08 - 6/30/09	\$0.00	27,300	\$0.00		\$0.00	\$0.00	
7/1/09 - 6/30/10	\$0.00	29,720	\$0.00		\$0.00	\$0.00	
7/1/10 - 6/30/11	\$0.00	32,692	\$0.00		\$0.00	\$0.00	
Scoring of ELP Tests (A.6)							
	For all tests						
2/1/07 - 6/30/07	\$110,050.00	1	\$110,050.00	1	\$110,050.00	\$0.00	6/27/2007
7/1/07 - 6/30/08	\$124,356.00	1	\$124,356.00	1	\$124,356.00	\$0.00	11/25/2008

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7/1/08 - 6/30/09	\$140,522.00	1	\$140,522.00	1	\$140,522.00	\$0.00	6/25/2009
7/1/09 - 6/30/10	\$158,790.00	1	\$158,790.00	1	\$158,790.00	\$0.00	8/1/2010
7/1/10 - 6/30/11	\$179,433.00	1	\$179,433.00	1	\$179,433.00	\$0.00	6/6/2011
7/1/10 - 6/30/12	\$184,816.00	1	\$184,816.00	1	\$184,816.00	\$0.00	6/28/2011
7/1/10 - 6/30/13	\$190,360.00	1	\$190,360.00	0	\$0.00	\$190,360.00	
7/1/10 - 3/26/14	\$196,071.00	1	\$196,071.00	1	\$190,360.00	\$5,711.00	7/2/2013
ELP LEA Level Data Files -							
School CDF, System CDF	Per system						
2/1/07 - 6/30/07	\$26.93	200	\$5,386.00	115	\$3,096.95	\$2,289.05	2/1/2008
7/1/07 - 6/30/08	\$37.07	200	\$7,414.00	124	\$4,596.68	\$2,817.32	11/25/2008
7/1/08 - 6/30/09	\$19.54	200	\$3,908.00	124	\$2,422.96	\$1,485.04	6/25/2009
7/1/09 - 6/30/10	\$20.13	200	\$4,026.00	126	\$2,536.38	\$1,489.62	8/1/2010
7/1/10 - 6/30/11	\$20.73	130	\$2,694.90	128	\$2,653.44	\$41.46	6/6/2011
7/1/10 - 6/30/12	\$21.35	130	\$2,775.50	123	\$2,626.05	\$149.45	6/28/2011
7/1/10 - 6/30/13	\$21.99	130	\$2,858.70	0	\$0.00	\$2,858.70	
7/1/10 - 3/26/14	\$22.65	130	\$2,944.50	174	\$3,826.26	(\$881.76)	7/2/2013
ELP State Level Data Files -							
System CDF, State CDF	Per system						
2/1/07 - 6/30/07	\$3,535.00	200	\$707,000.00	1	\$3,535.00	\$703,465.00	2/1/2008
7/1/07 - 6/30/08	\$5,494.00	200	\$1,098,800.00	1	\$5,494.00	\$1,093,306.00	11/25/2008
7/1/08 - 6/30/09	\$1,427.00	200	\$285,400.00	1	\$1,427.00	\$283,973.00	6/25/2009
7/1/09 - 6/30/10	\$1,470.00	200	\$294,000.00	1	\$1,470.00	\$292,530.00	8/1/2010
7/1/10 - 6/30/11	\$1,514.00	1	\$1,514.00	1	\$1,514.00	\$0.00	6/6/2011
7/1/10 - 6/30/12	\$1,559.00	1	\$1,559.00	1	\$1,559.00	\$0.00	6/28/2011
7/1/10 - 6/30/13	\$1,606.00	1	\$1,606.00	0	\$0.00	\$1,606.00	
7/1/10 - 3/26/14	\$1,654.00	1	\$1,654.00	1	\$1,606.00	\$48.00	7/2/2013
ELP Parent/Teacher							
Brochure in English and Spanish (includes electronic version)	Per brochure						
2/1/07 - 6/30/07	\$0.63	21,100	\$13,293.00	17,170	\$10,817.10	\$2,475.90	2/1/2008
7/1/07 - 6/30/08	\$0.65	23,100	\$15,015.00	27,229	\$17,698.85	(\$2,683.85)	11/25/2008
7/1/08 - 6/30/09	\$0.68	25,300	\$17,204.00	27,216	\$18,506.88	(\$1,302.88)	6/25/2009
7/1/09 - 6/30/10	\$0.70	27,720	\$19,404.00	27,687	\$19,380.90	\$23.10	8/1/2010

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 3311101000 346100				
7/1/10 - 6/30/11	\$0.72	35,024	\$25,217.28	29,439	\$21,196.08	\$4,021.20	6/6/2011
7/1/10 - 6/30/12	\$0.74	36,775	\$27,213.65	31,161	\$23,059.14	\$4,154.51	6/28/2011
7/1/10 - 6/30/13	\$0.76	38,614	\$29,346.61	0	\$0.00	\$29,346.61	
7/1/10 - 3/26/14	\$0.79	40,545	\$32,030.28	32,698	\$24,850.48	\$7,179.80	7/2/2013
ELP Parent/Teacher Brochure Translated in Requested Language (only in electronic version)							
	Per Requested Language						
2/1/07 - 6/30/07	\$1,200.00	5	\$6,000.00		\$0.00	\$6,000.00	
7/1/07 - 6/30/08	\$1,236.00	5	\$6,180.00	5	\$6,180.00	\$0.00	11/25/2008
7/1/08 - 6/30/09	\$1,273.00	2	\$2,546.00	1	\$1,273.00	\$1,273.00	6/25/2009
7/1/09 - 6/30/10	\$1,311.00	2	\$2,622.00	1	\$1,311.00	\$1,311.00	8/1/2010
7/1/10 - 6/30/11	\$1,351.00	2	\$2,702.00	2	\$2,702.00	\$0.00	6/6/2011
7/1/10 - 6/30/12	\$1,392.00	1	\$1,392.00	6	\$8,352.00	(\$6,960.00)	6/28/2011
7/1/10 - 6/30/13	\$1,392.00	1	\$1,392.00	0	\$0.00	\$1,392.00	
7/1/10 - 6/30/14	\$1,392.00			5	\$6,960.00	(\$5,568.00)	7/2/2013
Technical Manual	Total cost for 15 copies						
7/1/07 - 6/30/08	\$6,412.00	1	\$6,412.00		\$0.00	\$6,412.00	
7/1/08 - 6/30/09	\$6,604.00	1	\$6,604.00	1	\$6,604.00	\$0.00	11/25/2008
7/1/09 - 6/30/10	\$6,804.00	1	\$6,804.00	1	\$6,804.00	\$0.00	6/25/2009
7/1/10 - 6/30/11	\$7,007.00	1	\$7,007.00	2	\$14,014.00	(\$7,007.00)	
				1	\$7,007.00		6/6/2011
				1	\$7,007.00		8/1/2010
7/1/11 - 6/30/12	\$7,212.00	1	\$7,212.00	1	\$7,212.00	\$0.00	6/28/2011
7/1/10 - 6/30/13	\$7,428.00	1	\$7,428.00	0	\$0.00	\$7,428.00	
7/1/10 - 3/26/14	\$7,212.00	1	\$7,212.00	1	\$7,428.00	(\$216.00)	7/2/2013
ELP Student Level Report - Individual Student Report							
	Per student						
2/1/07 - 6/30/07	\$0.91	21,100	\$19,201.00	22,201	\$20,202.91	(\$1,001.91)	2/1/2008
7/1/07 - 6/30/08	\$1.31	23,100	\$30,261.00	27,229	\$35,669.99	(\$5,408.99)	11/25/2008
7/1/08 - 6/30/09	\$0.59	25,300	\$14,927.00	27,216	\$16,057.44	(\$1,130.44)	6/25/2009
7/1/09 - 6/30/10	\$0.60	27,720	\$16,632.00	27,687	\$16,612.20	\$19.80	8/1/2010
7/1/10 - 6/30/11	\$0.61	30,000	\$18,300.00	29,439	\$17,957.79	\$342.21	6/6/2011
7/1/10 - 6/30/12	\$0.63	31,500	\$19,845.00	31,161	\$19,631.43	\$213.57	6/28/2011

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 3311101000 346100				
7/1/10 - 6/30/13	\$0.65	33,075	\$21,498.75	0	\$0.00	\$21,498.75	
7/1/10 - 3/26/14	\$0.67	34,729	\$23,268.26	32,698	\$21,253.70	\$2,014.56	7/2/2013
ELP School Level Reports -							
Class Roster, School Summary	Per school						
2/1/07 - 6/30/07	\$8.98	1,500	\$13,470.00	1,003	\$9,006.94	\$4,463.06	2/1/2008
7/1/07 - 6/30/08	\$89.99	1,500	\$134,985.00	1,156	\$104,028.44	\$30,956.56	11/25/2008
7/1/08 - 6/30/09	\$16.73	1,500	\$25,095.00	1,168	\$19,540.64	\$5,554.36	6/25/2009
7/1/09 - 6/30/10	\$17.22	1,500	\$25,830.00	1,202	\$20,698.44	\$5,131.56	8/1/2010
7/1/10 - 6/30/11	\$17.75	1,300	\$23,075.00	1,224	\$21,726.00	\$1,349.00	6/6/2011
7/1/10 - 6/30/12	\$18.28	1,300	\$23,764.00	1,289	\$23,562.92	\$201.08	6/28/2011
7/1/10 - 6/30/13	\$18.83	1,300	\$24,479.00	0	\$0.00	\$24,479.00	
7/1/10 - 3/26/14	\$19.40	1,300	\$25,220.00	1,505	\$28,339.15	(\$3,119.15)	7/2/2013
ELP LEA Level Reports -							
School Roster, System Summary	Per system						
2/1/07 - 6/30/07	\$11.75	200	\$2,350.00	115	\$1,351.25	\$998.75	2/1/2008
7/1/07 - 6/30/08	\$65.06	200	\$13,012.00	124	\$8,067.44	\$4,944.56	11/25/2008
7/1/08 - 6/30/09	\$9.50	200	\$1,900.00	124	\$1,178.00	\$722.00	6/25/2009
7/1/09 - 6/30/10	\$9.79	200	\$1,958.00	126	\$1,233.54	\$724.46	8/1/2010
7/1/10 - 6/30/11	\$10.08	130	\$1,310.40	128	\$1,290.24	\$20.16	6/6/2011
7/1/10 - 6/30/12	\$10.38	130	\$1,349.40	123	\$1,276.74	\$72.66	6/28/2011
7/1/10 - 6/30/13	\$10.69	130	\$1,389.70	0	\$0.00	\$1,389.70	
7/1/10 - 3/26/14	\$11.01	130	\$1,431.30	173	\$1,849.37	(\$418.07)	7/2/2013
ELP State Level Reports -							
System Roster, State Summary	Per system						
7/1/07 - 6/30/08	\$727.35	200	\$145,470.00	1	\$727.35	\$144,742.65	2/1/2008
7/1/08 - 6/30/09	\$749.42	200	\$149,884.00	1	\$749.42	\$149,134.58	11/25/2008
7/1/09 - 6/30/10	\$772.12	200	\$154,424.00	1	\$772.12	\$153,651.88	6/25/2009
7/1/10 - 6/30/11	\$795.48	2	\$1,590.96	1	\$795.00		8/1/2010
7/1/11 - 6/30/12	\$819.50	1	\$819.50		\$0.00		
				1	\$795.48	\$24.02	6/6/2011
				1	\$819.50		6/28/2011

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 3311101000 346100				
7/1/10 - 6/30/13	\$844.09	1	\$844.09	1	\$844.09	\$0.00	7/2/2013
7/1/10 - 3/26/14	\$869.41	1	\$869.41		\$0.00	\$869.41	
Annual Storage Archival (A.5.1)	Total Cost per year						
7/1/07 - 6/30/08	\$1,129.00	1	\$1,129.00	1	\$1,129.00	\$0.00	11/25/2008
7/1/08 - 6/30/09	\$1,163.00	1	\$1,163.00	1	\$1,163.00	\$0.00	6/25/2009
7/1/09 - 6/30/10	\$1,198.00	1	\$1,198.00	1	\$1,198.00	\$0.00	8/1/2010
7/1/10 - 6/30/11	\$1,234.00	1	\$1,234.00	1	\$1,234.00	\$0.00	6/6/2011
7/1/11 - 6/30/12	\$1,271.00	1	\$1,271.00	1	\$1,271.00	\$0.00	6/28/2011
7/1/10 - 6/30/13	\$1,309.00	1	\$1,309.00	0	\$0.00	\$1,309.00	
7/1/10 - 3/26/14	\$1,348.00	1	\$1,348.00	1	\$1,309.00	\$39.00	7/2/2013
ELP Placement Test (A.3.c.iii.b)	Per Test						
2/1/07 - 6/30/07	\$0.00	0	\$0.00		\$0.00	\$0.00	
7/1/07 - 6/30/08	\$3.09	22,000	\$67,980.00	14,570	\$45,021.30	\$22,958.70	6/25/2009
7/1/08 - 6/30/09	\$3.17	24,200	\$76,714.00	22,890	\$72,561.30	\$4,152.70	
	\$3.17			6,600	\$20,922.00		3/29/2010
	\$3.17			16,290	\$51,639.30		8/1/2010
7/1/09 - 6/30/10	\$3.26	26,620	\$86,781.20	3,530	\$11,507.80	\$75,273.40	12/6/2010
7/1/10 - 6/30/11	\$3.34	4,000	\$13,360.00	cr	(\$1,708.24)	\$15,068.24	6/6/2011
7/1/10 - 6/30/12	\$3.44	4,000	\$13,760.00	cr	(\$2,338.00)	\$16,098.00	6/28/2011
7/1/10 - 6/30/13	\$3.54	4,000	\$14,160.00	cr	(\$2,428.82)	\$16,588.82	7/2/2013
7/1/10 - 3/26/14	\$3.65	4,000	\$14,600.00		\$0.00	\$14,600.00	
Technical Support	Total Cost per year						
2/1/07 - 6/30/07	\$2,086.00	1	\$2,086.00	1	\$2,086.00	\$0.00	6/27/2007
7/1/07 - 6/30/08	\$8,276.00	1	\$8,276.00		\$0.00	\$8,276.00	
7/1/08 - 6/30/09	\$8,524.00	1	\$8,524.00	1	\$8,524.00	\$0.00	6/25/2009
7/1/09 - 6/30/10	\$8,780.00	1	\$8,780.00	1	\$8,780.00	\$0.00	8/1/2010
7/1/10 - 6/30/11	\$9,043.00	1	\$9,043.00	1	\$9,043.00	\$0.00	6/6/2011
7/1/10 - 6/30/12	\$9,314.00	1	\$9,314.00	1	\$9,314.00	\$0.00	6/28/2011
7/1/10 - 6/30/13	\$9,594.00	1	\$9,594.00	1	\$9,594.00	\$0.00	
7/1/10 - 3/26/14	\$9,882.00	1	\$9,882.00	1	\$9,594.00	\$288.00	7/2/2013
Grand Total	Projected totals		Actual totals			Projected Variance	

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 3311101000 346100				
2/1/07 - 6/30/07	\$1,244,500.00	2007	\$0.00			\$1,244,500.00	
7/1/07 - 6/30/08	\$2,306,897.00	2008	\$375,352.17			\$1,931,544.83	
7/1/08 - 6/30/09	\$1,101,565.75	2009	\$625,904.24			\$475,661.51	
7/1/09 - 6/30/10	\$1,145,653.48	2010	\$675,431.93			\$470,221.55	
7/1/10 - 6/30/11	\$599,041.56	2011	\$512,681.89			\$86,359.67	
7/1/11 - 6/30/12	\$575,902.31	2012	\$509,788.56			\$66,113.75	
7/1/10 - 6/30/13	\$611,327.17	2013	\$546,101.39			\$65,225.78	
7/1/10 - 3/26/14	\$645,899.83	2014	\$579,465.63			\$66,434.20	
	\$8,230,787.09		\$3,824,725.81			\$4,406,061.28	
	Contract totals					Contract Variance	
2/1/07 - 6/30/07	\$747,760.85					\$747,760.85	
7/1/07 - 6/30/08	\$962,569.42					\$587,217.25	
7/1/08 - 6/30/09	\$731,904.37					\$106,000.13	
7/1/09 - 6/30/10	\$758,773.48					\$83,341.55	



State of Tennessee

PUBLIC CHAPTER NO. 473

HOUSE BILL NO. 2139

By Representatives McCormick, Sargent

Substituted for: Senate Bill No. 2090

By Senators Norris, McNally

AN ACT to make appropriations for the purpose of defraying the expenses of the state government for the fiscal years beginning July 1, 2010, and July 1, 2011, in the administration, operation and maintenance of the legislative, executive and judicial branches of the various departments, institutions, offices and agencies of the state; for certain state aid and obligations; for capital outlay, for the service of the public debt, for emergency and contingency; to repeal certain appropriations and any acts inconsistent herewith; to provide provisional continuing appropriations; and to establish certain provisions, limitations and restrictions under which appropriations may be obligated and expended. This act makes appropriations for the purposes described above for the fiscal years beginning July 1, 2010, and July 1, 2011.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. That appropriations hereinafter set out are hereby made for the purpose of defraying the expenses of state government for the fiscal year beginning July 1, 2011, in the administration, operation and maintenance of the legislative, executive and judicial branches of the various departments, institutions, offices and agencies of the state, and for certain state aid and obligations and for capital outlay; for the service of the public debt, and for emergency and contingency, all according to the following schedule:

		<u>2011-2012</u>
I. LEGISLATIVE		
1. Legislature		
1.1 General Assembly Support Services	\$	7,564,300.00
1.2 General Assembly Committees		830,700.00
1.3 House of Representatives		16,963,500.00
1.4 State Senate		9,245,900.00
1.5 Legislative Administration Services		4,403,200.00
1.6 Tennessee Code Commission		68,900.00
Total Legislature	\$	39,076,500.00
2. Fiscal Review Committee		1,334,500.00
Total Title I	\$	40,411,000.00
II. JUDICIAL		
1. Appellate and Trial Courts	\$	56,444,700.00
2. Supreme Court Buildings		2,626,300.00
3. Child Support Referees		750,800.00
4. Guardian Ad Litem		6,047,500.00
5. Indigent Defendants' Counsel		31,463,000.00
6. Civil Legal Representation Fund		3,327,900.00
7. Verbatim Transcripts		3,987,500.00
8. Tennessee State Law Libraries		74,500.00
9. Council of Juvenile and Family Court Judges		78,700.00
10. Judicial Conference		222,600.00
11. Judicial Programs and Commissions		429,900.00
12. State Court Clerks' Conference		259,100.00
13. Administrative Office of the Courts		7,904,400.00
14. Appellate Court Clerks		499,400.00

Item 36. To the Department of Economic and Community Development in Section 36, Item 35 and in Section 61, Item 21 of Chapter 603, Public Acts of 2007, to provide a non-recurring grant to the State Legislative Leaders Foundation.

Item 37. All funds appropriated to the Department of Education for the purposes of the state testing programs which remain unobligated and unexpended at the end of any fiscal year shall not revert to the general fund but shall be carried forward in a reserve to be expended for the purposes of such programs.

Item 38. To the Department of Education in Section 36, Item 37 and in Section 1, Title III-9, Item 2.1e, of Chapter 603, Public Acts of 2007, in a non-recurring amount of \$2,000,000 for the Teach Tennessee Program.

Item 39. To the Department of Education in Section 36, Item 38 and in Section 1, Title III-9, Item 2.1e, of Chapter 503, Public Acts of 2005, in a non-recurring amount of \$5,000,000 to fund a professional development, leadership, and training initiative program.

Item 40. To the Department of Education in Section 36, Item 39 and in Section 1, Title III-9, Item 2.1a, for the Governor's Schools Program.

Item 41. To the State Board of Education, in Section 36, Item 40 and in Section 12, Item 54, of Chapter 603, Public Acts of 2007, in the non-recurring amount of \$200,000 for the sole purpose of facilitating program development in accordance with Chapter 459, Public Acts of 2007.

Item 42. To the Department of Labor and Workforce Development in Section 36, Item 41 and in Section 1, Title III-13, Item 7, for the Second Injury Fund.

Item 43. To the Department of Mental Health in Section 1, Title III-14, Item 2.6, for housing initiatives for the seriously and persistently mentally ill.

Item 44. To the Department of Military in Section 1, Title III-15, Item 1 and Item 3, for tuition assistance.

Item 45. To the Department of Human Services for the purpose of Child Support Enforcement which remain unobligated and unexpended may be carried forward in reserve.

Item 46. To the Department of Human Services for the purpose of Vocational Rehabilitation services to clients which remain unobligated and unexpended may be carried forward in reserve.

Item 47. To the Department of Revenue for the production of license plates.

Item 48. To the Department of Safety and the Tennessee Bureau of Investigation from the handgun carry permit fees paid pursuant to Tennessee Code Annotated, Section 39-17-1351.

Item 49. To the Department of Children's Services in Section 1, Title III-23. Subject to the availability of revenue, the Commissioner of Finance and Administration is authorized to carry forward funds to provide for a statewide needs assessment of child welfare services.

Item 50. To the Board of Probation and Parole, Community Corrections, in Section 1, Title III-24, Item 2, pursuant to Tennessee Code Annotated, Section 40-36-304(c)(1).

Item 51. To Miscellaneous Appropriations in Section 36, Item 48 and in Section 60, Item 1, of Chapter 1203, Public Acts of 2008, for the 5% Personnel Reduction Plan – Voluntary Buyout Costs. The funds are hereby reappropriated to provide for any additional severance pay costs in 2010-2011 and 2011-2012 required by legislative action in the 2011 legislative session.

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER
(Required for all Rule Exception Requests)

APPROVED

COMPTROLLER OF THE TREASURY
(ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

Request Tracking #	33103-01207
1. Contract #	FA0720625
2. Goods or Services Caption	English Language Diagnostic Assessment (ELDA) and the Tennessee English Language Proficiency Assessment (TELPA)
3. Contractor	Measurement, Inc.
4. Contract Period (with ALL options to extend exercised)	88 months
5. Contract Maximum Liability (with ALL options to extend exercised)	\$4,095,435.39
6. Rule(s) (for which the exception is requested) Please include citation and written explanation of Rule(s) to be excepted.	0620-3-3-.07(5) prohibiting a contract term greater than five (5) years
7. Explanation of Rule Exception Requested	This contract is for the delivery of the English Language Diagnostic Assessment (ELDA) and the Tennessee English Language Proficiency Assessment (TELPA). We are requesting to extend the contract term which began March 29, 2007 and is scheduled to end March 26, 2014 by a period not to exceed four months and five days to July 31, 2014 in order to complete scoring and reporting of the assessment to be given between February 10 and March 21, 2014.
8. Justification	This contract was amended in 2011 to add an additional two years to the contract with the expectation that the state would be transitioning to a newly developed English Language Diagnostic Assessment (ELDA) in the 2013-2014 academic year. The new assessment, being developed by a consortium of states in conjunction with the University of Wisconsin, is not ready to go operational this year. The additional three month extension will allow the department to provide scoring and reporting for the ELDA assessment that is administered in the spring of 2014.
Agency Head Signature and Date (contracting agency head or authorized signatory)	
 	

Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Request Tracking #	33103-01207	
1. Procuring Agency	Education	
2. Contractor	Measurement, Inc. (MI)	
3. Contract #	FA0720625	
4. Proposed Amendment #	2	
5. Edison ID #	2215	
6. Contract Begin Date	March 29, 2007	
7. Current Contract End Date – with ALL options to extend exercised	March 26, 2014	
8. Proposed Contract End Date – with ALL options to extend exercised	July 31, 2014	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$4,060,157.37	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$4,095,435.39	
11. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Pre-Approval Endorsement Request – 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 delivery of the English Language Diagnostic Assessment (ELDA) and the Tennessee English Language Proficiency Assessment (TELEPA). We are requesting to extend the contract term which began March 29, 2007 and is scheduled to end March 26, 2014 by a period not to exceed 4 months and five days to July 31, 2014 in order to complete scoring and reporting of the assessment to be given between February 10 and March 21, 2014.</p>	
15. Name & Address of the Contractor's Principal Owner(s)		

Request Tracking #	33103-01207
<p>– NOT required for a TN state education institution</p> <p>Dr. Henry Scherich, President Measurement, Inc. 423 Morris Street Durham, NC 27701 Hscherich@measinc.com Telephone # 919-683-2413 Fax # 919-475-7726</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services</p> <p>MI was contracted by the Council of Chief State School Officers (CCSSO) to produce and score a standards-based assessment for Limited English Proficiency (LEP) students in a multi-state consortium as required by the NCLB Act of 2001. The work on this assessment began in 2003 and MI has provided these services directly to Tennessee since 2007.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The department did not seek procurement alternatives for this amendment. The original contract was awarded through an RFP and pricing for the 2013-2014 administration was negotiated during the first amendment process in 2011, no further negotiation or pricing changes are necessary.</p>	
<p>18. Justification</p> <p>This contract was amended in 2011 to add an additional two years to the contract with the expectation that the state would be transitioning to a newly developed English Language Diagnostic Assessment (ELDA) in the 2013-2014 academic year. The new assessment, being developed by a consortium of states in conjunction with the University of Wisconsin, is not ready to go operational this year. The additional four month extension will allow the department to provide scoring and reporting for the ELDA assessment that is administered in the spring of 2014.</p>	
<p>Agency Head Signature and Date – 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 circumstances</p> <p> </p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33103-01207	Edison ID 2215	Contract # FA0720625	Amendment # 2		
Contractor Legal Entity Name Measurement, Inc.			Edison Vendor ID 46887		
Amendment Purpose & Effect(s) Extend term and increase maximum liability.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: July 31, 2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$35,278.02		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$75,352.17	\$300,000.00	\$0.00	\$0.00	\$375,352.17
2009	\$625,904.24	\$0.00	\$0.00	\$0.00	\$625,904.24
2010	\$675,431.93	\$0.00	\$0.00	\$0.00	\$675,431.93
2011	\$512,682.37	\$0.00	\$0.00	\$0.00	\$512,682.37
2012	\$66,689.91	\$443,098.65	\$0.00	\$0.00	\$509,788.56
2013	\$546,101.39	\$0.00	\$0.00	\$0.00	\$546,101.39
2014	\$256,039.49	\$524,283.53	\$0.00	\$0.00	\$780,323.02
2015	\$69,851.71	\$0.00	\$0.00	\$0.00	\$69,851.71
TOTAL:	\$2,828,053.21	\$1,267,382.18	\$0.00	\$0.00	\$4,095,435.39
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.				<i>CPO USE</i>	
Speed Chart (optional) Various		Account Code (optional) 70803000			

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		331.03-012-07						
Edison ID		2215						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2008	3310300000	ED00000539	847500	70803000	25000	ED00000CN7AAX07	84.369A	\$300,000.00
2008	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$75,352.17
2009	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$625,904.24
2010	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$675,431.93
2011	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$512,682.37
2012	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$66,689.91
2012	3310300000	ED00000539	847500	70899000	25000	ED00000CN12AAX12	84.369A	\$25,000.00
2012	3310300000	ED00000539	847500	70803000	25000	ED00000CN12AAX12	84.369A	\$418,098.65
2013	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$546,101.39
2014	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$256,039.49
2014	3310300000	ED00000539	847500	70899000	25000	ED00000CN13AAX13	84.369A	\$25,000.00
2014	3310300000	ED00000539	847500	70803000	25000	ED00000CN13AAX13	84.369A	\$499,283.53
2015	3311101000	n/a	346100	70803000	25000	n/a	n/a	\$69,851.71
TOTAL								\$4,095,435.39

**AMENDMENT 2
OF CONTRACT FA0720625**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Measurement, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 B.1 is deleted in its entirety and replaced with the following:
 - B.1. Contract Period. This Contract shall be effective for the period beginning March 29, 2007, and ending on **July 31, 2014**. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
2. 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 **four million ninety-five thousand four hundred thirty-five dollars and thirty-nine cents (\$4,095,435.39)**. 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.

3. Contract section C.3 is deleted in its entirety and replaced with the following:
 - 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)*
Test Specifications (A.4.b) Due 30 days after contract start	\$5,891.00/upon completion
Test Feasibility Study (A.4.c.viii(a)) Due on or before 12/1/07	\$24,391.00/upon completion
Development of ELP Placement Test (A.4.c.iii.) Including training package – per approved <u>Placement</u> test form Due on or before 1/15/08	\$30,400.00/per approved test form

Service Description	Amount (per compensable increment)*
ELP Placement Test including training package (A.4.c.iii.(b))	
07-08 School Year	No Charge
08-09 School Year	\$3.09/ per test form
09-10 School Year	\$3.17/ per test form
10-11 School Year	\$3.26/ per test form
11-12 School Year	\$3.34/ per test form
12-13 School Year	\$3.44/ per test form
13-14 School Year	\$3.54/ per test form
14-15 School Year	\$3.65/ per test form
Standard Setting (includes the correlation of ELP to previous assessment if necessary and the options for annual progress measure first year (A.5.) Due on or before 8/15/07 Cost per form (inclusive of beginner, advanced beginner, intermediate, advanced)	\$42,000.00/ per form
Annual Work Plan (including any teleconferences) (A.6.) Cost per work plan July 1 each year (3/29/07-06/30/2011)	\$6,068.00/ per work plan
Annual Work Plan (including any teleconferences) (A.6.) 7/1/11 - 6/30/12	\$6,250.00/ upon completion
Annual Work Plan (including any teleconferences) (A.6.) 7/1/12 - 6/30/13	\$6,250.00/ upon completion
Annual Work Plan (including any teleconferences) (A.6.) 7/1/13-6/30/14	\$6,250.00/ upon completion
Technical Support (including call center) (A.6.i. & A.10.e.)	
Spring 2007 Test Administration	\$2,086.00/ upon completion of testing cycle
Spring 2008 Test Administration	\$8,276.00/ upon completion of testing cycle
Spring 2009 Test Administration	\$8,524.00/ upon completion of testing cycle
Spring 2010 Test Administration	\$8,780.00/ upon completion of testing cycle
Spring 2011 Test Administration	\$9,043.00/ upon completion of testing cycle
Spring 2012 Test Administration	\$9,314.00/ upon completion of testing cycle
Spring 2013 Test Administration	\$9,594.00/ upon completion of testing cycle
Spring 2014 Test Administration	\$9,882.00/ upon completion of testing cycle
Development of Test Administration Training Materials (electronic version) (A.6.d.) Due on or before 04/30/07 Total Cost	\$32,900.00/ upon delivery
Test Administration Training Material (A.6.d.)	
Cost per hard copy set including shipping	
Spring 2007 Test Administration	\$13.87/ per set
Spring 2008 Test Administration	\$14.28/ per set
Spring 2009 Test Administration	\$14.71/ per set
Spring 2010 Test Administration	\$15.13/ per set
Spring 2011 Test Administration	\$15.58/ per set
Training of State staff on training material (A.6.d) Cost per training session All trainings to be completed before 04/15/07	\$12,200.00/ per training
ELP Test Booklet (A.6.a.i.)	

Service Description	Amount (per compensable increment)*
Cost per test including shipping	
Spring 2007 Test Administration	\$5.11/per test
Spring 2008 Test Administration	\$5.02/ per test
Spring 2009 Test Administration	\$4.94/ per test
Spring 2010 Test Administration	\$3.32/ per test
Spring 2011 Test Administration	\$3.42/ per test
Spring 2012 Test Administration	\$3.69/ per test
Spring 2013 Test Administration	\$3.80/ per test
Spring 2014 Test Administration	\$3.92/ per test
ELP Large Print Test Booklet (A.6.a.vi.)	
Cost per test including shipping	
Spring 2007 Administration	\$4.66/ per test
Spring 2008 Administration	\$4.80/ per test
Spring 2009 Administration	\$4.94/ per test
Spring 2010 Administration	\$5.08/ per test
Spring 2011 Administration	\$5.24/ per test
Spring 2012 Administration	\$5.66/ per test
Spring 2013 Administration	\$5.83/ per test
Spring 2014 Administration	\$6.00/ per test
ELP Braille Test Booklet (A.6.a.vi.)	
Cost per test including shipping	
Spring 2007 Administration	\$66.08/ per test
Spring 2008 Administration	\$68.06/ per test
Spring 2009 Administration	\$70.11/ per test
Spring 2010 Administration	\$72.21/ per test
Spring 2011 Administration	\$74.37/ per test
Spring 2012 Administration	\$80.32/ per test
Spring 2013 Administration	\$82.73/ per test
Spring 2014 Administration	\$85.21/ per test
ELP Audio Media/CD (A.6.a.iii.)	
Cost per CD including shipping	
Spring 2007 Administration	\$5.68/ per test
Spring 2008 Administration	\$5.86/ per test
Spring 2009 Administration	\$6.02/ per test
Spring 2010 Administration	\$6.21/ per test
Spring 2011 Administration	\$6.39/ per test
Spring 2012 Administration	\$6.58/ per test
Spring 2013 Administration	\$6.78/ per test
Spring 2014 Administration	\$6.98/ per test
ELP Student Response Document/Media (A.6.c)	
Cost per document/media including shipping	
Spring 2007 Administration	\$0.52/ per document/media
Spring 2008 Administration	\$0.56/ per document/media
Spring 2009 Administration	\$0.57/ per document/media
Spring 2010 Administration	\$0.58/ per document/media
Spring 2011 Administration	\$0.58/ per document/media
Spring 2012 Administration	\$0.60/ per document/media

Service Description	Amount (per compensable increment)*
Spring 2013 Administration	\$0.62/ per document/media
Spring 2014 Administration	\$0.63/ per document/media
Teacher Header (A.6.a.viii.)	
Cost per header including shipping	
Spring 2007 Administration	\$0.41/ per header
Spring 2008 Administration	\$0.38/ per header
Spring 2009 Administration	\$0.39/ per header
Spring 2010 Administration	\$0.40/ per header
Spring 2011 Administration	\$0.42/ per header
Spring 2012 Administration	\$0.43/ per header
Spring 2013 Administration	\$0.45/ per header
Spring 2014 Administration	\$0.46/ per header
School Listings (A.6.a.viii.)	
Cost per list including shipping	
Spring 2007 Administration	\$2.24/ per list
Spring 2008 Administration	\$2.39/ per list
Spring 2009 Administration	\$2.33/ per list
Spring 2010 Administration	\$2.40/ per list
Spring 2011 Administration	\$2.47/ per list
Spring 2012 Administration	\$2.54/ per list
Spring 2013 Administration	\$2.62/ per list
Spring 2014 Administration	\$2.69/ per list
ELP Test Administration Manual -including electronic version (A.6.b.)	
Cost per manual including shipping	
Spring 2007 Administration	\$3.98/ per manual
Spring 2008 Administration	\$4.10/ per manual
Spring 2009 Administration	\$4.23/ per manual
Spring 2010 Administration	\$4.35/ per manual
Spring 2011 Administration	\$4.48/ per manual
Spring 2012 Administration	\$4.61/ per manual
Spring 2013 Administration	\$4.75/ per manual
Spring 2014 Administration	\$4.89/ per manual
Scoring of ELP Tests (A.7.)	
Cost for all tests	
Spring 2007 Administration	\$110,050.00/upon completion
Spring 2008 Administration	\$124,356.00/upon completion
Spring 2009 Administration	\$140,522.00/upon completion
Spring 2010 Administration	\$158,790.00/upon completion
Spring 2011 Administration	\$179,433.00/upon completion
Spring 2012 Administration	\$184,816.00/upon completion
Spring 2013 Administration	\$190,360.00/upon completion
Spring 2014 Administration	\$196,071.00/upon completion
ELP LEA Level Data Files (A.8.a. & A.9.c.v.)	
Cost per system including shipping	
Spring 2007 Administration	\$26.93/ per system
Spring 2008 Administration	\$37.07/ per system
Spring 2009 Administration	\$19.54/ per system
Spring 2010 Administration	\$20.13/ per system

Service Description	Amount (per compensable increment)*
Spring 2011 Administration	\$20.73/ per system
Spring 2012 Administration	\$21.35/ per system
Spring 2013 Administration	\$21.99/ per system
Spring 2014 Administration	\$22.65/ per system
ELP State Level Data Files (A.8. & A.9.c.v.)	
System CDF-State CDF	
Cost per CDF	
Spring 2007 Administration	\$3,535.00/ per CDF
Spring 2008 Administration	\$5,494.00/ per CDF
Spring 2009 Administration	\$1,427.00/ per CDF
Spring 2010 Administration	\$1,470.00/ per CDF
Spring 2011 Administration	\$1,514.00/ per CDF
Spring 2012 Administration	\$1,559.00/ per CDF
Spring 2013 Administration	\$1,606.00/ per CDF
Spring 2014 Administration	\$1,654.00/ per CDF
ELP Parent/Teacher Interpretive Guide in English and Spanish including electronic version (A.9.c.vi.)	
Cost per brochure including shipping	
Spring 2007 Administration	\$0.63/per brochure
Spring 2008 Administration	\$0.65/per brochure
Spring 2009 Administration	\$0.68/per brochure
Spring 2010 Administration	\$0.70/per brochure
Spring 2011 Administration	\$0.72/per brochure
Spring 2012 Administration	\$0.74/per brochure
Spring 2013 Administration	\$0.76/per brochure
Spring 2014 Administration	\$0.79/per brochure
ELP Parent/Teacher Interpretive Guide Translated in Requested Language (only in electronic version) (A.9.c.vi.)	
Cost per requested language	
Spring 2007 Administration	\$1,200.00/ per requested language
Spring 2008 Administration	\$1,236.00/ per requested language
Spring 2009 Administration	\$1,273.00/ per requested language
Spring 2010 Administration	\$1,311.00/ per requested language
Spring 2011 Administration	\$1,351.00/ per requested language
Spring 2012 Administration	\$1,392.00 / per requested language
Spring 2013 Administration	\$1,392.00 / per requested language
Spring 2014 Administration	\$1,392.00 / per requested language
Technical Report (A.9.f.)	
Cost per 15 copies including shipping	
Spring 2008 Administration	\$6,412.00/ per 15 copies
Spring 2009 Administration	\$6,604.00/ per 15 copies
Spring 2010 Administration	\$6,804.00/ per 15 copies
Spring 2011 Administration	\$7,007.00 / per 15 copies
Spring 2012 Administration	\$7,212.00/ per 15 copies
Spring 2013 Administration	\$7,428.00/ per 15 copies
Spring 2014 Administration	\$7,651.00/ per 15 copies
ELP Student Level Report (A.9.c.i.)	
Cost per individual report including shipping	
Spring 2007 Administration	\$0.91/ per individual student report

Service Description	Amount (per compensable increment)*
Spring 2008 Administration	\$1.31/ per individual student report
Spring 2009 Administration	\$0.59/ per individual student report
Spring 2010 Administration	\$0.60/ per individual student report
Spring 2011 Administration	\$0.61/ per individual student report
Spring 2012 Administration	\$0.63/ per individual student report
Spring 2013 Administration	\$0.65/ per individual student report
Spring 2014 Administration	\$0.67/ per individual student report
ELP School Level Reports including class roster and school summary (A.9.c.ii.)	
Cost per school including shipping	
Spring 2007 Administration	\$8.98/ per school
Spring 2008 Administration	\$89.99/ per school
Spring 2009 Administration	\$16.73/ per school
Spring 2010 Administration	\$17.22/ per school
Spring 2011 Administration	\$17.75/ per school
Spring 2012 Administration	\$18.28/ per school
Spring 2013 Administration	\$18.83/ per school
Spring 2014 Administration	\$19.40/ per school
ELP LEA Level Reports including school roster and system summary (A.9.c.iii.)	
Cost per system including shipping	
Spring 2007 Administration	\$11.75/ per system
Spring 2008 Administration	\$65.06/ per system
Spring 2009 Administration	\$9.50/ per system
Spring 2010 Administration	\$9.79/ per system
Spring 2011 Administration	\$10.08/ per system
Spring 2012 Administration	\$10.38/ per system
Spring 2013 Administration	\$10.69/ per system
Spring 2014 Administration	\$11.01/ per system
ELP State Level Reports including system roster and state summary (A.9.c.iv.)	
Cost per report including shipping	
Spring 2007 Administration	\$727.35/ per report
Spring 2008 Administration	\$749.42/ per report
Spring 2009 Administration	\$772.12 / per report
Spring 2010 Administration	\$795.48/ per report
Spring 2011 Administration	\$795.48/ per report
Spring 2012 Administration	\$819.50/per report
Spring 2013 Administration	\$844.09/ per report
Spring 2014 Administration	\$869.41/ per report
Annual Storage Archival (A.5.I)	
03/19/07-03/18/08	\$1,129.00/ due at end of archival period
03/19/08-03/18/09	\$1,163.00/ due at end of archival period
03/19/09-03/18/10	\$1,198.00/ due at end of archival period
03/19/10-03/18/11	\$1,234.00/ due at end of archival period
03/19/11 – 03/18/12	\$1,271.00/ due at end of archival period
03/19/12-03/18/13	\$1,309.00/ due at end of archival period
03/19/13 - 07/31/14	\$1,348.00/ due at end of archival period

*NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days

after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

4. 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, Assessment Logistics**
 Tennessee Department of Education
710 James Robertson Parkway, 10th floor
 Nashville, TN 37243
Deb.Malone-Sauberer@tn.gov
Telephone # 615-532-6298
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: Tennessee Department of Education / Assessment, Evaluation & Research
 - (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.

5. 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, Assessment Logistics
 Tennessee Department of Education
 710 James Robertson Parkway, 10th floor
 Nashville, TN 37243
 Deb.Malone-Sauberer@tn.gov
 Telephone # 615-532-6298
 FAX # 615-532-7860

The Contractor:

Dr. Henry Scherich, President
 Measurement, Inc.
 423 Morris Street
 Durham, NC 27701
 Hscherich@measinc.com
 Telephone # 919-683-2413
 FAX # 919-475-7726

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

6. The following is added as Contract section E.22.
- E.21 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
7. Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.

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 March 15, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MEASUREMENT, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

KEVIN HUFFMAN, COMMISSIONER

DATE

AUTHORIZATION AND ACKNOWLEDGEMENT OF FERPA COMPLIANCE

Whereas, State has contracted with **Measurement, Inc.** on **March 29, 2007** through **July 31, 2014** (Agency Tracking # 33103-01207), for the provision of a statewide assessment for English language learners, and

Whereas, The above referenced contract may require the disclosure by the State to **Measurement, Inc.** 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(2), authorizes 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 a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services.

Therefore, the State and **Measurement, Inc.** hereby agree as follows:

1. **Measurement, Inc.** 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, student identification number, achievement data, address, phone number, parent/guardian name and any other personally identifiable information collected in the process of test administration.
2. **Measurement, Inc.** 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. **Measurement, Inc.** agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

MEASUREMENT, INC.

DATE

TENNESSEE DEPARTMENT OF EDUCATION

DATE



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman

Representatives

Tommie Brown David Shepard
Jim Coley Tony Shipley
Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

M E M O R A N D U M

TO: The Honorable Mark Emkes, Commissioner
 Department of Finance and Administration

FROM: Senator Bill Ketron, Chairman
 Representative Curtis Johnson, Vice-Chairman

DATE: November 16, 2011

SUBJECT: Corrected **Contract Comments**
 (Fiscal Review Committee Meeting 11/15/11)

BK CJ

RFS# 331.03-012-07 (Edison # 2215)

Department: Education

Vendor: Measurement, Inc.

Summary: The vendor provides statewide assessment for English language learners (ELL). The proposed amendment extends the contract for two years through March 26, 2014; adds pricing for the final two years; and adds *Disclosure of Personal Identity Information, Federal Funding Accountability and Transparency Act, and Family Education Rights and Privacy Act* language.

Current maximum liability: \$4,060,157

Proposed maximum liability: \$4,060,157

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Kevin Huffman, Commissioner
Ms. Jessica Robertson, Chief Procurement Officer
Mr. Robert Barlow, Director, Office of Contracts Review



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: Leni Chick, Contract & Audit Coordinator, Fiscal Review Committee
FROM: Kevin Huffman, Commissioner *KH/PS*
DATE: November 1, 2011
RE: Request to appear before fiscal review committee regarding non-competitive amendment request RFS # 33103-01207

Please consider the enclosed request for non-competitive amendment to the contract with Measurement, Inc. The contract provides a statewide assessment for English language learners (ELL). This amendment will allow for the following:

- (1) Extension of the end date from March 2012 to March 2014. The Race to the Top (RTTT) Initiative provides for changes to all federally mandated assessment to provide greater rigor for students. Guidelines for the ELL assessments have not been finalized, nor have new assessments been developed; this extension will provide additional time for these guidelines to be established so that an RFP may be released which outlines the specific details required from the new assessments.
- (2) Provision of a pricing structure for the additional years. The usage projections for many line items did not meet expectations, and there is a surplus of funds which may be carried forward so that no additional funding is required for this extension.
- (3) Updates to provide current personnel and clauses to the contract.
- (4) Revise scope references for accuracy.

Measurement, Inc. worked with the Council of Chief State School Officers (CCSSO) in the development of the English Language Diagnostic Assessment (ELDA) as well as the Tennessee English Language Proficiency Assessment (TELPA). These assessments meet current federal guidelines for the assessment of ELL students. The extension of this contract will utilize funds obligated to the contract and provide the state with additional time to work with the RTTT initiative and other states in the development of guidelines for new ELL assessments.

The state worked closely with the contractor to establish pricing for the additional years that aligned with the existing pricing structure as established through the competitive RFP process. Measurement, Inc. has provided these services to the state for nearly five years under the existing contract. In addition, the state owns all rights to the TELPA product and has already paid for licensed use of the ELDA through the length of the contract, including any extensions. School systems are familiar with the use of these products and preparation of ELL students and the extension of this contract would not require any additional professional development.

Thank you for your consideration.

KH: km

cc: Kristen McKeever, Director of Contracts
Zachary Rossley, Interim Executive Director of Assessment

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Deb Malone Sauberer	*Contact Phone:	532-6298		
*Original Contract Number:	FA-07-20625-00	*Original RFS Number:	331.03-012-07		
Edison Contract Number: <i>(if applicable)</i>	2215	Edison RFS Number: <i>(if applicable)</i>	331.03-012-07		
*Original Contract Begin Date:	March 29, 2007	*Current End Date:	March 26, 2012		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	February 1, 2012				
*Department Submitting:	Education				
*Division:	Assessment, Evaluation & Research				
*Date Submitted:	November 1, 2011				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Measurement, Inc.				
*Current Maximum Liability:	\$4,060,157.37				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$747,760.85	\$962,569.42	\$731,904.37	\$758,773.48	\$844,598.25	\$14,551.00
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2007	FY:2008	FY:2009	FY:2010	FY:2011	FY:2012
\$0.00	\$375,652.17	625,904.23	\$675,431.93	\$512,682.37	\$11,507.80
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Projected usage estimates for the majority of the contract were over actual usage. This contract is the first used for ELL diagnostic assessments and projections were estimated based on 2006 enrollment figures with a 10% annual increase. Additionally, there have been some services that were not needed.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Funds for this contract are carried forward – Public Acts of 2011, Public Chapter 473, Appropriations Act, Section 36, Item 37. See attached.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

was acquired to pay the overage:				
*Contract Funding Source/Amount:	State:	\$2,066,424.81	Federal:	\$1,993,732.52
Interdepartmental:		\$0.00	Other:	\$0.00
If "other" please define:			N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A				
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?			Unknown	

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.

Please see attached Audit Document that provides all line item pricing with amended years highlighted.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

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:

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.

This contract was awarded through an RFP with competitive pricing. The department is utilizing surplus funds that have carried forward in accordance with Public Acts of 2011, Public Chapter 473, Appropriations Act, Section 36, Item 37. The department negotiated with the vendor to provide line item pricing for the additional years based upon existing pricing structure.

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

Payments to Measurement Inc.

Allotment	Cost Center	Grant/Sub-	Effective Month	Vendor Number	Vendor Suffix	Vendor Name	Vendor Invoice	Transaction												Redeemed Date	Warrant Number	Vendor Disbursements				
								01	02	03	04	05	06	07	08	09	10	11	12							
331.03	ESEA NO CHILD LEFT BEHIND	475	STANDARDS, ASSESSMENT AND ACCOUNTABILITY	2007	CN7	AAAX	ASSESSMENT FED 07	JULY 2007	V561264255	00	MEASUREMENT INCORPORATED	062707	331	01	7/2/2007	8	185	00001	0	P	B7090	FA0720625	00	7/19/2007	R277339	300,000.00
331.11	ACCOUNTABILITY AND ASSESSMENT	461	TESTING - TITLE III	2008	TK7	AAAX	ALL STATE, ADMIN, FY 07	MARCH 2008	V561264255	00	MEASUREMENT INCORPORATED	020108	331	01	3/6/2008	8	017	00006	0	P	80259	FA0720625	01	3/18/2008	R562528	48,737.50
331.11	ACCOUNTABILITY AND ASSESSMENT	461	TESTING - TITLE III		TK7	AAAX	ALL STATE, ADMIN, FY 07	DECEMBER 2008	V561264255	00	MEASUREMENT INCORPORATED	112508	331	01	12/19/2008	8	189	00005	0	P	50378	FA0720625	01	12/31/2008	R913681	372,408.68
331.11	ACCOUNTABILITY AND ASSESSMENT	461	TESTING - TITLE III		TK7	AAAX	ALL STATE, ADMIN, FY 07	DECEMBER	V561264255	00	MEASUREMENT INCORPORATED	112508	331	01	12/19/2008	8	189	00006	0	P	50378	FA0720625	00	12/31/2008	R913681	253,495.56
331.11	ACCOUNTABILITY AND ASSESSMENT	730	STUDENT ASSESSMENT - STATE	2007	TK7	AAAX	ALL STATE, ADMIN, FY 07	JULY 2007	V561264255	00	MEASUREMENT INCORPORATED	062707	331	01	7/2/2007	8	185	99001	0	P	B7090	FA0720625	00	7/19/2007	R277339	26,614.67

Payments against a Contract	1							
Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
33101	512682.370	00000000000000000002215	0000046887	Measurement Incorporated	DFA	000019633	00095118	2011

Payments against a Contract

1

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
33101	11507.800	000000000000000000002215	0000046887	Measurement Incorporated	DFA	0000025201	00127152	2012



State of Tennessee

PUBLIC CHAPTER NO. 473

HOUSE BILL NO. 2139

By Representatives McCormick, Sargent

Substituted for: Senate Bill No. 2090

By Senators Norris, McNally

AN ACT to make appropriations for the purpose of defraying the expenses of the state government for the fiscal years beginning July 1, 2010, and July 1, 2011, in the administration, operation and maintenance of the legislative, executive and judicial branches of the various departments, institutions, offices and agencies of the state; for certain state aid and obligations; for capital outlay, for the service of the public debt, for emergency and contingency; to repeal certain appropriations and any acts inconsistent herewith; to provide provisional continuing appropriations; and to establish certain provisions, limitations and restrictions under which appropriations may be obligated and expended. This act makes appropriations for the purposes described above for the fiscal years beginning July 1, 2010, and July 1, 2011.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. That appropriations hereinafter set out are hereby made for the purpose of defraying the expenses of state government for the fiscal year beginning July 1, 2011, in the administration, operation and maintenance of the legislative, executive and judicial branches of the various departments, institutions, offices and agencies of the state, and for certain state aid and obligations and for capital outlay; for the service of the public debt, and for emergency and contingency, all according to the following schedule:

		<u>2011-2012</u>
I. LEGISLATIVE		
1. Legislature		
1.1 General Assembly Support Services	\$	7,564,300.00
1.2 General Assembly Committees		830,700.00
1.3 House of Representatives		16,963,500.00
1.4 State Senate		9,245,900.00
1.5 Legislative Administration Services		4,403,200.00
1.6 Tennessee Code Commission		68,900.00
Total Legislature	\$	39,076,500.00
2. Fiscal Review Committee		1,334,500.00
Total Title I	\$	40,411,000.00
II. JUDICIAL		
1. Appellate and Trial Courts	\$	56,444,700.00
2. Supreme Court Buildings		2,626,300.00
3. Child Support Referees		750,800.00
4. Guardian Ad Litem		6,047,500.00
5. Indigent Defendants' Counsel		31,463,000.00
6. Civil Legal Representation Fund		3,327,900.00
7. Verbatim Transcripts		3,987,500.00
8. Tennessee State Law Libraries		74,500.00
9. Council of Juvenile and Family Court Judges		78,700.00
10. Judicial Conference		222,600.00
11. Judicial Programs and Commissions		429,900.00
12. State Court Clerks' Conference		259,100.00
13. Administrative Office of the Courts		7,904,400.00
14. Appellate Court Clerks		499,400.00

Item 36. To the Department of Economic and Community Development in Section 36, Item 35 and in Section 61, Item 21 of Chapter 603, Public Acts of 2007, to provide a non-recurring grant to the State Legislative Leaders Foundation.

Item 37. All funds appropriated to the Department of Education for the purposes of the state testing programs which remain unobligated and unexpended at the end of any fiscal year shall not revert to the general fund but shall be carried forward in a reserve to be expended for the purposes of such programs.

Item 38. To the Department of Education in Section 36, Item 37 and in Section 1, Title III-9, Item 2.1e, of Chapter 603, Public Acts of 2007, in a non-recurring amount of \$2,000,000 for the Teach Tennessee Program.

Item 39. To the Department of Education in Section 36, Item 38 and in Section 1, Title III-9, Item 2.1e, of Chapter 503, Public Acts of 2005, in a non-recurring amount of \$5,000,000 to fund a professional development, leadership, and training initiative program.

Item 40. To the Department of Education in Section 36, Item 39 and in Section 1, Title III-9, Item 2.1a, for the Governor's Schools Program.

Item 41. To the State Board of Education, in Section 36, Item 40 and in Section 12, Item 54, of Chapter 603, Public Acts of 2007, in the non-recurring amount of \$200,000 for the sole purpose of facilitating program development in accordance with Chapter 459, Public Acts of 2007.

Item 42. To the Department of Labor and Workforce Development in Section 36, Item 41 and in Section 1, Title III-13, Item 7, for the Second Injury Fund.

Item 43. To the Department of Mental Health in Section 1, Title III-14, Item 2.6, for housing initiatives for the seriously and persistently mentally ill.

Item 44. To the Department of Military in Section 1, Title III-15, Item 1 and Item 3, for tuition assistance.

Item 45. To the Department of Human Services for the purpose of Child Support Enforcement which remain unobligated and unexpended may be carried forward in reserve.

Item 46. To the Department of Human Services for the purpose of Vocational Rehabilitation services to clients which remain unobligated and unexpended may be carried forward in reserve.

Item 47. To the Department of Revenue for the production of license plates.

Item 48. To the Department of Safety and the Tennessee Bureau of Investigation from the handgun carry permit fees paid pursuant to Tennessee Code Annotated, Section 39-17-1351.

Item 49. To the Department of Children's Services in Section 1, Title III-23. Subject to the availability of revenue, the Commissioner of Finance and Administration is authorized to carry forward funds to provide for a statewide needs assessment of child welfare services.

Item 50. To the Board of Probation and Parole, Community Corrections, in Section 1, Title III-24, Item 2, pursuant to Tennessee Code Annotated, Section 40-36-304(c)(1).

Item 51. To Miscellaneous Appropriations in Section 36, Item 48 and in Section 60, Item 1, of Chapter 1203, Public Acts of 2008, for the 5% Personnel Reduction Plan – Voluntary Buyout Costs. The funds are hereby reappropriated to provide for any additional severance pay costs in 2010-2011 and 2011-2012 required by legislative action in the 2011 legislative session.

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 33
Product Description	Unit Cost	Projected usage	Projected Total
Test Specifications (A.3.b)	Total cost for report		
2/1/07 - 6/30/07	\$5,891.00	1	\$5,891.00
Feasibility Study	Total cost for report		
7/1/07 - 6/30/08	\$24,391.00	1	\$24,391.00
Development of ELP Locator Test (A.3.c.ii)	Per approved screener test form		
7/1/07 - 6/30/08	\$30,400.00	4	\$121,600.00
Annual Work Plan (including any teleconferences)	Total Cost for plan		
2/1/07 - 6/30/07	\$6,068.00	1	\$6,068.00
7/1/07 - 6/30/08	\$6,068.00	1	\$6,068.00
7/1/08 - 6/30/09	\$6,068.00	1	\$6,068.00
7/1/09 - 6/30/10	\$6,068.00	1	\$6,068.00
7/1/10 - 6/30/11	\$6,068.00	1	\$6,068.00
7/1/10 - 6/30/12	\$6,250.00	1	\$6,250.00
7/1/10 - 6/30/13	\$6,500.00	1	\$6,500.00
7/1/10 - 3/26/14	\$6,750.00	1	\$6,750.00
Administration Training Materials (A.5.d) (electronic version)	Total Cost		
2/1/07 - 6/30/07	\$32,900.00	1	\$32,900.00
Test Administration Training Materials	Cost per test		
2/1/07 - 6/30/07	\$13.87	2,500	\$34,675.00
7/1/07 - 6/30/08	\$14.28	2,750	\$39,270.00
7/1/08 - 6/30/09	\$14.71	3,025	\$44,497.75
7/1/09 - 6/30/10	\$15.13	3,328	\$50,345.08
7/1/10 - 6/30/11	\$15.58	3,660	\$57,026.70
Training of TDOE Staff on Training Materials	Cost per training session		
2/1/07 - 6/30/07	\$12,200.00	1	\$12,200.00
Standard Setting (A.4) (including the correlation of ELP to previous assessment if necessary and the options for annual progress measure first year)	Per Form		
7/1/07- 6/30/08	\$42,000.00	4	\$168,000.00
ELP Test Booklet	Per Test		

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 33
2/1/07 - 6/30/07	\$5.11	20,000	\$102,200.00
7/1/07 - 6/30/08	\$5.02	22,000	\$110,440.00
7/1/08 - 6/30/09	\$4.94	24,200	\$119,548.00
7/1/09 - 6/30/10	\$3.32	26,620	\$88,378.40
7/1/10 - 6/30/11	\$3.42	35,000	\$119,700.00
7/1/10 - 6/30/12	\$3.69	36,750	\$135,607.50
7/1/10 - 6/30/13	\$3.80	38,588	\$146,632.50
7/1/10 - 3/26/14	\$3.92	40,517	\$158,826.15
ELP Large Print Test Booklet			
	Per Test		
2/1/07 - 6/30/07	\$4.66	1,000	\$4,660.00
7/1/07 - 6/30/08	\$4.80	1,000	\$4,800.00
7/1/08 - 6/30/09	\$4.94	1,000	\$4,940.00
7/1/09 - 6/30/10	\$5.08	1,000	\$5,080.00
7/1/10 - 6/30/11	\$5.24	12	\$62.88
7/1/10 - 6/30/12	\$5.66	12	\$67.92
7/1/10 - 6/30/13	\$5.83	12	\$69.96
7/1/10 - 3/26/14	\$6.00	12	\$72.00
ELP BrailleTest Booklet			
	Per Test		
2/1/07 - 6/30/07	\$66.08	100	\$6,608.00
7/1/07 - 6/30/08	\$68.06	100	\$6,806.00
7/1/08 - 6/30/09	\$70.11	100	\$7,011.00
7/1/09 - 6/30/10	\$72.21	100	\$7,221.00
7/1/10 - 6/30/11	\$74.37	12	\$892.44
7/1/10 - 6/30/12	\$80.32	12	\$963.84
7/1/10 - 6/30/13	\$82.73	12	\$992.76
7/1/10 - 3/26/14	\$85.21	12	\$1,022.52
ELP Audio Media/CD (A.5.a)			
	Per CD		
2/1/07 - 6/30/07	\$5.68	22,000	\$124,960.00
7/1/07 - 6/30/08	\$5.86	24,000	\$140,640.00
7/1/08 - 6/30/09	\$6.02	26,200	\$157,724.00
7/1/09 - 6/30/10	\$6.21	28,620	\$177,730.20
7/1/10 - 6/30/11	\$6.39	9,500	\$60,705.00
7/1/10 - 6/30/12	\$6.58	9,975	\$65,635.50
7/1/10 - 6/30/13	\$6.78	10,474	\$71,012.03
7/1/10 - 3/26/14	\$6.98	10,997	\$76,762.11
ELP Student Response Document/Media (A.5.c)			
	Per Document/Media		
2/1/07 - 6/30/07	\$0.52	22,000	\$11,440.00
7/1/07 - 6/30/08	\$0.56	24,000	\$13,440.00
7/1/08 - 6/30/09	\$0.57	26,200	\$14,934.00
7/1/09 - 6/30/10	\$0.58	28,620	\$16,599.60
7/1/10 - 6/30/11	\$0.58	35,000	\$20,300.00
7/1/10 - 6/30/12	\$0.60	36,750	\$22,050.00
7/1/10 - 6/30/13	\$0.62	38,588	\$23,924.25
7/1/10 - 3/26/14	\$0.63	40,517	\$25,525.63

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 33
Teacher Header (A.5.a)			
2/1/07 - 6/30/07	\$0.41	3,000	\$1,230.00
7/1/07 - 6/30/08	\$0.38	3,000	\$1,140.00
7/1/08 - 6/30/09	\$0.39	3,000	\$1,170.00
7/1/09 - 6/30/10	\$0.40	3,000	\$1,200.00
7/1/10 - 6/30/11	\$0.42	9,000	\$3,780.00
7/1/10 - 6/30/12	\$0.43	9,450	\$4,063.50
7/1/10 - 6/30/13	\$0.45	9,923	\$4,465.13
7/1/10 - 3/26/14	\$0.46	10,419	\$4,792.57
School Listings (A.5.a)			
2/1/07 - 6/30/07	\$2.24	2,000	\$4,480.00
7/1/07 - 6/30/08	\$2.39	2,000	\$4,780.00
7/1/08 - 6/30/09	\$2.33	2,000	\$4,660.00
7/1/09 - 6/30/10	\$2.40	2,000	\$4,800.00
7/1/10 - 6/30/11	\$2.47	1,500	\$3,705.00
7/1/10 - 6/30/12	\$2.54	1,575	\$4,000.50
7/1/10 - 6/30/13	\$2.62	1,654	\$4,332.83
7/1/10 - 3/26/14	\$2.69	1,736	\$4,671.02
ELP Test Administration Manual (includes electronic version) (A.5.a)			
	Per manual		
2/1/07 - 6/30/07	\$3.98	3,000	\$11,940.00
7/1/07 - 6/30/08	\$4.10	3,000	\$12,300.00
7/1/08 - 6/30/09	\$4.23	3,000	\$12,690.00
7/1/09 - 6/30/10	\$4.35	3,000	\$13,050.00
7/1/10 - 6/30/11	\$4.48	9,000	\$40,320.00
7/1/10 - 6/30/12	\$4.61	9,450	\$43,564.50
7/1/10 - 6/30/13	\$4.75	9,923	\$47,131.88
7/1/10 - 3/26/14	\$4.89	10,419	\$50,947.08
Interpretive Guide (includes electronic version)			
	Per brochure		
2/1/07 - 6/30/07	\$0.00	23,100	\$0.00
7/1/07 - 6/30/08	\$0.00	25,100	\$0.00
7/1/08 - 6/30/09	\$0.00	27,300	\$0.00
7/1/09 - 6/30/10	\$0.00	29,720	\$0.00
7/1/10 - 6/30/11	\$0.00	32,692	\$0.00
Scoring of ELP Tests (A.6)			
	For all tests		
2/1/07 - 6/30/07	\$110,050.00	1	\$110,050.00
7/1/07 - 6/30/08	\$124,356.00	1	\$124,356.00
7/1/08 - 6/30/09	\$140,522.00	1	\$140,522.00
7/1/09 - 6/30/10	\$158,790.00	1	\$158,790.00
7/1/10 - 6/30/11	\$179,433.00	1	\$179,433.00
7/1/10 - 6/30/12	\$184,816.00	1	\$184,816.00
7/1/10 - 6/30/13	\$190,360.00	1	\$190,360.00

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 33
7/1/10 - 3/26/14	\$196,071.00	1	\$196,071.00
ELP LEA Level Data Files -			
School CDF, System CDF	Per system		
2/1/07 - 6/30/07	\$26.93	200	\$5,386.00
7/1/07 - 6/30/08	\$37.07	200	\$7,414.00
7/1/08 - 6/30/09	\$19.54	200	\$3,908.00
7/1/09 - 6/30/10	\$20.13	200	\$4,026.00
7/1/10 - 6/30/11	\$20.73	130	\$2,694.90
7/1/10 - 6/30/12	\$21.35	130	\$2,775.50
7/1/10 - 6/30/13	\$21.99	130	\$2,858.70
7/1/10 - 3/26/14	\$22.65	130	\$2,944.50
ELP State Level Data Files -			
System CDF, State CDF	Per system		
2/1/07 - 6/30/07	\$3,535.00	200	\$707,000.00
7/1/07 - 6/30/08	\$5,494.00	200	\$1,098,800.00
7/1/08 - 6/30/09	\$1,427.00	200	\$285,400.00
7/1/09 - 6/30/10	\$1,470.00	200	\$294,000.00
7/1/10 - 6/30/11	\$1,514.00	1	\$1,514.00
7/1/10 - 6/30/12	\$1,559.00	1	\$1,559.00
7/1/10 - 6/30/13	\$1,606.00	1	\$1,606.00
7/1/10 - 3/26/14	\$1,654.00	1	\$1,654.00
ELP Parent/Teacher			
	Per brochure		
2/1/07 - 6/30/07	\$0.63	21,100	\$13,293.00
7/1/07 - 6/30/08	\$0.65	23,100	\$15,015.00
7/1/08 - 6/30/09	\$0.68	25,300	\$17,204.00
7/1/09 - 6/30/10	\$0.70	27,720	\$19,404.00
7/1/10 - 6/30/11	\$0.72	35,024	\$25,217.28
7/1/10 - 6/30/12	\$0.74	36,775	\$27,213.65
7/1/10 - 6/30/13	\$0.76	38,614	\$29,346.61
7/1/10 - 3/26/14	\$0.79	40,545	\$32,030.28
ELP Parent/Teacher Brochure Translated in Requested Language (only in electronic version)			
	Per Requested Language		
2/1/07 - 6/30/07	\$1,200.00	5	\$6,000.00
7/1/07 - 6/30/08	\$1,236.00	5	\$6,180.00
7/1/08 - 6/30/09	\$1,273.00	2	\$2,546.00
7/1/09 - 6/30/10	\$1,311.00	2	\$2,622.00
7/1/10 - 6/30/11	\$1,351.00	2	\$2,702.00
7/1/10 - 6/30/13	\$1,392.00	1	\$1,392.00
Technical Manual			
	Total cost for 15 copies		
7/1/07 - 6/30/08	\$6,412.00	1	\$6,412.00
7/1/08 - 6/30/09	\$6,604.00	1	\$6,604.00
7/1/09 - 6/30/10	\$6,804.00	1	\$6,804.00
7/1/10 - 6/30/11	\$7,007.00	1	\$7,007.00

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 33
7/1/11 - 6/30/12	\$7,212.00	1	\$7,212.00
7/1/10 - 6/30/13	\$7,428.00	1	\$7,428.00
7/1/10 - 3/26/14	\$7,212.00	1	\$7,212.00
ELP Student Level Report -			
	Per student		
2/1/07 - 6/30/07	\$0.91	21,100	\$19,201.00
7/1/07 - 6/30/08	\$1.31	23,100	\$30,261.00
7/1/08 - 6/30/09	\$0.59	25,300	\$14,927.00
7/1/09 - 6/30/10	\$0.60	27,720	\$16,632.00
7/1/10 - 6/30/11	\$0.61	30,000	\$18,300.00
7/1/10 - 6/30/12	\$0.63	31,500	\$19,845.00
7/1/10 - 6/30/13	\$0.65	33,075	\$21,498.75
7/1/10 - 3/26/14	\$0.67	34,729	\$23,268.26
ELP School Level Reports -			
Class Roster, School Summary	Per school		
2/1/07 - 6/30/07	\$8.98	1,500	\$13,470.00
7/1/07 - 6/30/08	\$89.99	1,500	\$134,985.00
7/1/08 - 6/30/09	\$16.73	1,500	\$25,095.00
7/1/09 - 6/30/10	\$17.22	1,500	\$25,830.00
7/1/10 - 6/30/11	\$17.75	1,300	\$23,075.00
7/1/10 - 6/30/12	\$18.28	1,300	\$23,764.00
7/1/10 - 6/30/13	\$18.83	1,300	\$24,479.00
7/1/10 - 3/26/14	\$19.40	1,300	\$25,220.00
ELP LEA Level Reports -			
School Roster, System Summary	Per system		
2/1/07 - 6/30/07	\$11.75	200	\$2,350.00
7/1/07 - 6/30/08	\$65.06	200	\$13,012.00
7/1/08 - 6/30/09	\$9.50	200	\$1,900.00
7/1/09 - 6/30/10	\$9.79	200	\$1,958.00
7/1/10 - 6/30/11	\$10.08	130	\$1,310.40
7/1/10 - 6/30/12	\$10.38	130	\$1,349.40
7/1/10 - 6/30/13	\$10.69	130	\$1,389.70
7/1/10 - 3/26/14	\$11.01	130	\$1,431.30
ELP State Level Reports -			
System Roster, State Summary	Per system		
7/1/07 - 6/30/08	\$727.35	200	\$145,470.00
7/1/08 - 6/30/09	\$749.42	200	\$149,884.00
7/1/09 - 6/30/10	\$772.12	200	\$154,424.00
7/1/10 - 6/30/11	\$795.48	1	\$795.48
7/1/11 - 6/30/12	\$819.50	1	\$819.50
7/1/10 - 6/30/13	\$844.09	1	\$844.09
7/1/10 - 3/26/14	\$869.41	1	\$869.41
Annual Storage Archival (A.5.1)			
	Total Cost per year		

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 33
7/1/07 - 6/30/08	\$1,129.00	1	\$1,129.00
7/1/08 - 6/30/09	\$1,163.00	1	\$1,163.00
7/1/09 - 6/30/10	\$1,198.00	1	\$1,198.00
7/1/10 - 6/30/11	\$1,234.00	1	\$1,234.00
7/1/11 - 6/30/12	\$1,271.00	1	\$1,271.00
7/1/10 - 6/30/13	\$1,309.00	1	\$1,309.00
7/1/10 - 3/26/14	\$1,348.00	1	\$1,348.00
ELP Placement Test (A.3.c.iii.b)	Per Test		
2/1/07 - 6/30/07	\$0.00	0	\$0.00
7/1/07 - 6/30/08	\$3.09	22,000	\$67,980.00
7/1/08 - 6/30/09	\$3.17	24,200	\$76,714.00
7/1/09 - 6/30/10	\$3.26	26,620	\$86,781.20
7/1/10 - 6/30/11	\$3.34	4,000	\$13,360.00
7/1/10 - 6/30/12	\$3.44	4,000	\$13,760.00
7/1/10 - 6/30/13	\$3.54	4,000	\$14,160.00
7/1/10 - 3/26/14	\$3.65	4,000	\$14,600.00
Technical Support	Total Cost per year		
2/1/07 - 6/30/07	\$2,086.00	1	\$2,086.00
7/1/07 - 6/30/08	\$8,276.00	1	\$8,276.00
7/1/08 - 6/30/09	\$8,524.00	1	\$8,524.00
7/1/09 - 6/30/10	\$8,780.00	1	\$8,780.00
7/1/10 - 6/30/11	\$9,043.00	1	\$9,043.00
7/1/10 - 6/30/12	\$9,314.00	1	\$9,314.00
7/1/10 - 6/30/13	\$9,594.00	1	\$9,594.00
7/1/10 - 3/26/14	\$9,882.00	1	\$9,882.00
Grand Total	Projected totals		
2/1/07 - 6/30/07	\$1,244,500.00		
7/1/07 - 6/30/08	\$2,306,897.00		
7/1/08 - 6/30/09	\$1,101,565.75		
7/1/09 - 6/30/10	\$1,145,653.48		
7/1/10 - 6/30/11	\$598,246.08		
7/1/11 - 6/30/12	\$575,902.31		
7/1/10 - 6/30/13	\$611,327.17		
7/1/10 - 3/26/14	\$645,899.83		
	\$8,229,991.61		

ED Vendor #46887	331.11.461.083.TK#.AAX		ED00000530 33
	Contract totals		
2/1/07 - 6/30/07	\$747,760.85		
7/1/07 - 6/30/08	\$962,569.42		
7/1/08 - 6/30/09	\$731,904.37		
7/1/09 - 6/30/10	\$758,773.48		
7/1/10 - 6/30/11	\$844,598.25		
7/1/11 - 6/30/12	\$14,551.00		
7/1/11 - 6/30/12 additional	\$561,351.31		
7/1/10 - 6/30/13	\$611,327.17		
7/1/10 - 3/26/14	\$645,899.83		
	\$5,878,735.68		
Proposed additional total	\$1,818,578.31		
	Contract amended totals		
2/1/07 - 6/30/07	\$0.00		
7/1/07 - 6/30/08	\$675,652.17		
7/1/08 - 6/30/09	\$625,904.23		
7/1/09 - 6/30/10	\$675,431.93		
7/1/10 - 6/30/11	\$512,682.37		
7/1/11 - 6/30/12	\$11,507.80		
7/1/11 - 6/30/12	\$619,759.63		
7/1/10 - 6/30/13	\$619,759.62		
7/1/10 - 3/26/14	\$619,759.62		
	\$4,360,457.37		

Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

Mark A. Embrey

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	331.03-012-07	
1. Contract #	FA-07-20625-00	
2. Service Caption	English Language Diagnostic Assessment (ELDA) and the Tennessee English Language Proficiency Assessment (TELPA)	
3. Contractor	Measurement, Incorporated	
4. Contract Period <i>(with ALL options to extend exercised)</i>	84 months	
5. Contract Maximum Liability <i>(with ALL options to extend exercised)</i>	\$4,060,157.37	
6. Rule <i>(for which the exception is requested)</i>	<input type="checkbox"/> 0620-3-3-.03(2)(a) OR 0620-3-3-.05 requiring compliance with relevant model guidelines (only if required by oversight authorities) <input type="checkbox"/> 0620-3-3-.05(5) requiring the prescribed Nondiscrimination contract provision <input checked="" type="checkbox"/> 0620-3-3-.07(5) prohibiting a contract term greater than five (5) years <input type="checkbox"/> 0620-3-3-.07(8) prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> 0620-3-3-.07(22) requiring contractor travel reimbursement in accordance with state travel regulations <input type="checkbox"/> OTHER <i>(cite the relevant rule below)</i>	
7. Explanation of Rule Exception Requested	<p>This contract is for the delivery of the English Language Diagnostic Assessment (ELDA) and the Tennessee English Language Proficiency Assessment (TELPA). We are requesting to extend the contract term which began March 29, 2007 and is scheduled to end March 26, 2012 by a period not to exceed 24 months to March 26, 2014.</p>	

RECEIVED

By OCR at 9:40 am, Jul 21, 2011

Request Tracking #	331.03-012-07
8. Justification	<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. The two consortia are developing comprehensive assessment systems in English language arts and mathematics for grades 3 through 8 and high school, aligned to the Common Core State Standards. The improved assessments, which will be implemented in the 2014-15 school year, will measure whether students have the knowledge and skills necessary to graduate from high school ready for success in college and careers.</p> <p>The new assessment systems will include all English learners and students with disabilities, except for a small percentage of students with the most significant cognitive disabilities who may be eligible for a different assessment based on alternate academic achievement standards. The consortia are committed to ensuring the assessments are valid, reliable and fair for all students. On August 10, 2011 PARCC, SBAC and the Department will meet to address key questions from the consortia about how to improve the accessibility of assessment systems.</p> <p>The consortia along with the Council of Chief State School Officers (CCSSO) are working to develop a new set of English language acquisition assessments for English Language Learner (ELL) students. The initial RTTT funding ends in 2014 and it is anticipated that these new assessments should be in place by that time. The ELDA and TELPA assessments meet current guidelines for ELL learners and the state is allowed to continue the use of these assessments to meet all federal RTTT and No Child Left Behind (NCLB) legislation.</p> <p>Tennessee owns the TELPA which was developed specifically through this contract. It is printed and distributed by Measurement Inc. (MI) for the state. The ELDA was developed by MI through a consortium effort headed up by the Council of Chief State School Offices (CCSSO) ELL group. Tennessee has been allowed to use the assessment through their contract with MI.</p> <p>By continuing the use of these approved products, the state may wait for additional guidance and/or clarification for ELL assessments from the consortia, CCSSO, and the US Dept. of Ed. Once the funding grants are finalized the state will be able to determine the most appropriate course of action regarding the continued use of the ELDA and TELPA versus the</p>

Request Tracking #	331.03-012-07
8. Justification, cont.	development of new assessments. Due to smaller than anticipated usage numbers the contract has a balance of \$1,870,786.66 at this time, this should provide enough to purchase materials for a minimum of the 2011-2012 and 2012-2013 school years. Based on current usage amounts it is anticipated that no additional funds would be needed for the 24 month amendment.
Agency Head Signature and Date <i>(contracting agency head or authorized signatory)</i> Kevin Hoffman / PS 7/12/11	

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.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	331.03-012-07	
1. Procuring Agency	Education	
2. Contractor	Measurement, Inc. (MI)	
3. Contract #	FA-07-20625-00	
4. Proposed Amendment #	1	
5. Edison ID #	000000000000000000002215	
6. Contract Begin Date	March 29, 2007	
7. Current Contract End Date – with ALL options to extend exercised	March 26, 2012	
8. Proposed Contract End Date – with ALL options to extend exercised	March 26, 2014	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$4,060,157.37	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$4,060,157.37	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input 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 delivery of the English Language Diagnostic Assessment (ELDA) and the Tennessee English Language Proficiency Assessment (TELEPA). We are requesting to extend the contract term which began March 29, 2007 and is scheduled to end March 26, 2012 by a period not to exceed 24 months to March 26, 2014.</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</p>		

Request Tracking #	331.03-012-07
<p>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. The two consortia are developing comprehensive assessment systems in English language arts and mathematics for grades 3 through 8 and high school, aligned to the Common Core State Standards. The improved assessments, which will be implemented in the 2014-15 school year, will measure whether students have the knowledge and skills necessary to graduate from high school ready for success in college and careers.</p>	
<p>15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i></p> <p>Dr. Henry Scherich, President Measurement, Inc. 423 Morris Street Durham, NC 27701 Telephone # 919-683-2413 Fax # 919-475-7726</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>MI was contracted by the CCSSO to produce and score a standards-based assessment for LEP students in a multi-state consortium as required by the NCLB Act of 2001. The work on this assessment began in 2003 and MI has provided these services directly to Tennessee since 2007.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The state negotiated pricing on the existing contract with the vendor based upon previous year pricing to use existing funding within the contract.</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. Additionally, with the timing of the Race to the Top initiative and guidelines that have not yet been defined related to English language learner (ELL) diagnostic testing, this amendment provides the state with additional time to ensure that an appropriate assessment is developed.</p> <p>The new assessment systems will include all English learners and students with disabilities, except for a small percentage of students with the most significant cognitive disabilities who may be eligible for a different assessment based on alternate academic achievement standards. The consortia are committed to ensuring the assessments are valid, reliable and fair for all students. On August 10, 2011 PARCC, SBAC and the department will meet to address key questions from the consortia about how to improve the accessibility of assessment systems.</p> <p>The consortia along with the Council of Chief State School Officers (CCSSO) are working to develop a new set of English language acquisition assessments for ELL students. The initial RTTT funding ends in 2014 and it is anticipated that these new assessments should be in place by that time. The ELDA and TELPA assessments meet current guidelines for ELL learners and the state is allowed to continue the use of these assessments to meet all federal RTTT and No Child Left Behind (NCLB) legislation.</p> <p>Tennessee owns the TELPA which was developed specifically through this contract. It is printed and distributed by MI for the state. The ELDA was developed by MI through a consortium effort headed up by the CCSSO ELL group. Tennessee has been allowed to use the assessment through their contract with MI.</p> <p>By continuing the use of these approved products, the state may wait for additional guidance and/or clarification for ELL assessments from the consortia, CCSSO, and the US Department of Education. Once the funding grants are finalized the state will be able to determine the most appropriate course of action</p>	

Request Tracking #	331.03-012-07
regarding the continued use of the ELDA and TELPA versus the development of new assessments. Due to smaller than anticipated usage numbers the contract has a balance of \$1,870,786.66 at this time, this should provide enough to purchase materials for a minimum of the 2011-2012 and 2012-2013 school years. Based on current usage amounts it is anticipated that no additional funds would be needed for the 24 month amendment.	
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>  10/10/11	



CONTRACT AMENDMENT



Agency Tracking # 331.03-012-07	Edison ID 00000000000000000000002215	Contract # FA-07-20625-00	Amendment # 1		
Contractor Legal Entity Name Measurement, Inc.			Edison Vendor ID 0000046887		
Amendment Purpose & Effect(s) Extend term & provide line item pricing for that time using existing carry-forward funding.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: March 26, 2014			
Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:			\$0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$75,352.17	\$300,000.00	\$0.00	\$0.00	\$375,352.17
2009	\$625,904.23	\$0.00	\$0.00	\$0.00	\$625,904.23
2010	\$675,431.93	\$0.00	\$0.00	\$0.00	\$675,431.93
2011	\$512,682.37	\$0.00	\$0.00	\$0.00	\$512,682.37
2012	\$66,689.91	\$564,577.52	\$0.00	\$0.00	\$631,267.43
2013	\$55,182.10	\$564,577.52	\$0.00	\$0.00	\$619,759.62
2014	\$55,182.10	\$564,577.52	\$0.00	\$0.00	\$619,759.62
TOTAL:	\$2,066,424.81	\$1,993,732.56	\$0.00	\$0.00	\$4,060,157.37
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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. <div style="font-family: cursive; font-size: 1.2em; margin-left: 20px;">John F. Sharp 10-14-2011</div>			OCR USE FA0720625-01		
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		331.03-012-07						
Edison ID		0000000000000000000000002215						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2008	3311101000	NA	346100	70899000	25000	NA	NA	\$75,352.17
2008	3310300000	ED00000539	847500	70899000	25000	ED00000CN7AAX07	84.369A	\$300,000.00
2009	3311101000	NA	346100	70899000	25000	NA	NA	\$625,904.23
2010	3311101000	NA	346100	70899000	25000	NA	NA	\$675,431.93
2011	3311101000	NA	346100	70899000	25000	NA	NA	\$512,682.37
2012	3311101000	NA	346100	70899000	25000	NA	NA	\$66,689.91
2012	3310300000	ED00000539	847500	70803000	25000	ED00000CN12AAX12	84.369A	\$25,000.00
2012	3310300000	ED00000539	847500	70899000	25000	ED00000CN12AAX12	84.369A	\$539,578.00
2013	3311101000	NA	346100	70899000	25000	NA	NA	\$55,182.10
2013	3310300000	ED00000539	847500	70803000	25000	NA	84.369A	\$25,000.00
2013	3310300000	ED00000539	847500	70899000	25000	NA	84.369A	\$539,578.00
2014	3311101000	NA	346100	70899000	25000	NA	NA	\$55,182.10
2014	3310300000	ED00000539	847500	70803000	25000	NA	84.369A	\$25,000.00
2014	3310300000	ED00000539	847500	70899000	25000	NA	84.369A	\$539,578.00
TOTAL								\$4,060,157.37



**AMENDMENT 1
OF CONTRACT FA-07-20325-00**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Measurement, Inc., 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 B.1. is deleted in its entirety and replaced with the following:
 - B.1. Contract Term. This Contract shall be effective for the period beginning March 29, 2007, and ending on March 26, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

2. Contract section C.3. is deleted in its entirety and replaced with the following:
 - 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)
Test Specifications (A.4.b) Due 30 days after contract start	\$5,891.00/upon completion
Test Feasibility Study (A.4.c.viii(a)) Due on or before 12/1/07	\$24,391.00/upon completion
Development of ELP Placement Test (A.4.c.iii.) Including training package) – per approved <u>Placement</u> test form Due on or before 1/15/08	\$30,400.00/per approved test form
ELP Placement Test including training package (A.4.c.iii.(b))	
07-08 School Year	No Charge
08-09 School Year	\$3.09/ per test form
09-10 School Year	\$3.17/ per test form
10-11 School Year	\$3.26/ per test form
11-12 School Year	\$3.34/ per test form
12-13 School Year	\$3.44/ per test form
13-14 School Year	\$3.54/ per test form
14-15 School Year	\$3.65/ per test form
Standard Setting (includes the correlation of ELP to previous assessment if necessary and the options for annual progress measure first year (A.5.) Due on or before 8/15/07 Cost per form (inclusive of beginner, advanced beginner, intermediate, advanced)	\$42,000.00/ per form
Annual Work Plan (including any teleconferences) (A.6.) Cost per work plan July 1 each year (3/29/07-06/30/2011)	\$6068.00/ per work plan



Service Description	Amount (per compensable increment)
Annual Work Plan (including any teleconferences) (A.6.) 7/1/11 - 6/30/12	\$6,250.00/ upon completion
Annual Work Plan (including any teleconferences) (A.6.) 7/1/12 - 6/30/13	\$6,250.00/ upon completion
Annual Work Plan (including any teleconferences) (A.6.) 7/1/13-3/26/14	\$6,250.00/ upon completion
Technical Support (including call center) (A.6.i. & A.10.e.)	
Spring 2007 Test Administration	\$2,086.00/ upon completion of testing cycle
Spring 2008 Test Administration	\$8,276.00/ upon completion of testing cycle
Spring 2009 Test Administration	\$8,524.00/ upon completion of testing cycle
Spring 2010 Test Administration	\$8,780.00/ upon completion of testing cycle
Spring 2011 Test Administration	\$9,043.00/ upon completion of testing cycle
Spring 2012 Test Administration	\$9,314.00/ upon completion of testing cycle
Spring 2013 Test Administration	\$9,594.00/ upon completion of testing cycle
Spring 2014 Test Administration	\$9,882.00/ upon completion of testing cycle
Development of Test Administration Training Materials (electronic version) (A.6.d.) Due on or before 04/30/07 Total Cost	\$32,900.00/ upon delivery
Test Administration Training Material (A.6.d.)	
Cost per hard copy set including shipping	
Spring 2007 Test Administration	\$13.87/ per set
Spring 2008 Test Administration	\$14.28/ per set
Spring 2009 Test Administration	\$14.71/ per set
Spring 2010 Test Administration	\$15.13/ per set
Spring 2011 Test Administration	\$15.58/ per set
Training of State staff on training material (A.6.d) Cost per training session All trainings to be completed before 04/15/07	\$12,200.00/ per training
ELP Test Booklet (A.6.a.i.) Cost per test including shipping	
Spring 2007 Test Administration	\$5.11/per test
Spring 2008 Test Administration	\$5.02/ per test
Spring 2009 Test Administration	\$4.94/ per test
Spring 2010 Test Administration	\$3.32/ per test
Spring 2011 Test Administration	\$3.42/ per test
Spring 2012 Test Administration	\$3.69/ per test
Spring 2013 Test Administration	\$3.80/ per test
Spring 2014 Test Administration	\$3.92/ per test
ELP Large Print Test Booklet (A.6.a.vi.) Cost per test including shipping	
Spring 2007 Administration	\$4.66/ per test
Spring 2008 Administration	\$4.80/ per test
Spring 2009 Administration	\$4.94/ per test
Spring 2010 Administration	\$5.08/ per test



Service Description	Amount (per compensable increment)
Spring 2011 Administration	\$5.24/ per test
Spring 2012 Administration	\$5.66/ per test
Spring 2013 Administration	\$5.83/ per test
Spring 2014 Administration	\$6.00/ per test
ELP Braille Test Booklet (A.6.a.vi.) Cost per test including shipping	
Spring 2007 Administration	\$66.08/ per test
Spring 2008 Administration	\$68.06/ per test
Spring 2009 Administration	\$70.11/ per test
Spring 2010 Administration	\$72.21/ per test
Spring 2011 Administration	\$74.37/ per test
Spring 2012 Administration	\$80.32/ per test
Spring 2013 Administration	\$82.73/ per test
Spring 2014 Administration	\$85.21/ per test
ELP Audio Media/CD (A.6.a.iii.) Cost per CD including shipping	
Spring 2007 Administration	\$5.68/ per test
Spring 2008 Administration	\$5.86/ per test
Spring 2009 Administration	\$6.02/ per test
Spring 2010 Administration	\$6.21/ per test
Spring 2011 Administration	\$6.39/ per test
Spring 2012 Administration	\$6.58/ per test
Spring 2013 Administration	\$6.78/ per test
Spring 2014 Administration	\$6.98/ per test
ELP Student Response Document/Media (A.6.c) Cost per document/media including shipping	
Spring 2007 Administration	\$0.52/ per document/media
Spring 2008 Administration	\$0.56/ per document/media
Spring 2009 Administration	\$0.57/ per document/media
Spring 2010 Administration	\$0.58/ per document/media
Spring 2011 Administration	\$0.58/ per document/media
Spring 2012 Administration	\$0.60/ per document/media
Spring 2013 Administration	\$0.62/ per document/media
Spring 2014 Administration	\$0.63/ per document/media
Teacher Header (A.6.a.viii.) Cost per header including shipping	
Spring 2007 Administration	\$0.41/ per header
Spring 2008 Administration	\$0.38/ per header
Spring 2009 Administration	\$0.39/ per header
Spring 2010 Administration	\$0.40/ per header
Spring 2011 Administration	\$0.42/ per header
Spring 2012 Administration	\$0.43/ per header
Spring 2013 Administration	\$0.45/ per header
Spring 2014 Administration	\$0.46/ per header
School Listings (A.6.a.viii.) Cost per list including shipping	
Spring 2007 Administration	\$2.24/ per list



Service Description	Amount (per compensable increment)
Spring 2008 Administration	\$2.39/ per list
Spring 2009 Administration	\$2.33/ per list
Spring 2010 Administration	\$2.40/ per list
Spring 2011 Administration	\$2.47/ per list
Spring 2012 Administration	\$2.54/ per list
Spring 2013 Administration	\$2.62/ per list
Spring 2014 Administration	\$2.69/ per list
ELP Test Administration Manual -including electronic version (A.6.b.) Cost per manual including shipping	
Spring 2007 Administration	\$3.98/ per manual
Spring 2008 Administration	\$4.10/ per manual
Spring 2009 Administration	\$4.23/ per manual
Spring 2010 Administration	\$4.35/ per manual
Spring 2011 Administration	\$4.48/ per manual
Spring 2012 Administration	\$4.61/ per manual
Spring 2013 Administration	\$4.75/ per manual
Spring 2014 Administration	\$4.89/ per manual
Scoring of ELP Tests (A.7.) Cost for all tests	
Spring 2007 Administration	\$110,050.00/upon completion
Spring 2008 Administration	\$124,356.00/upon completion
Spring 2009 Administration	\$140,522.00/upon completion
Spring 2010 Administration	\$158,790.00/upon completion
Spring 2011 Administration	\$179,433.00/upon completion
Spring 2012 Administration	\$184,816.00/upon completion
Spring 2013 Administration	\$190,360.00/upon completion
Spring 2014 Administration	\$196,071.00/upon completion
ELP LEA Level Data Files (A.8.a. & A.9.c.v.) Cost per system including shipping	
Spring 2007 Administration	\$26.93/ per system
Spring 2008 Administration	\$37.07/ per system
Spring 2009 Administration	\$19.54/ per system
Spring 2010 Administration	\$20.13/ per system
Spring 2011 Administration	\$20.73/ per system
Spring 2012 Administration	\$21.35/ per system
Spring 2013 Administration	\$21.99/ per system
Spring 2014 Administration	\$22.65/ per system
ELP State Level Data Files (A.8. & A.9.c.v.) System CDF-State CDF Cost per CDF	
Spring 2007 Administration	\$3,535.00/ per CDF
Spring 2008 Administration	\$5,494.00/ per CDF
Spring 2009 Administration	\$1,427.00/ per CDF
Spring 2010 Administration	\$1,470.00/ per CDF
Spring 2011 Administration	\$1,514.00/ per CDF
Spring 2012 Administration	\$1,559.00/ per CDF



Service Description	Amount (per compensable increment)
Spring 2013 Administration	\$1,606.00/ per CDF
Spring 2014 Administration	\$1,654.00/ per CDF
ELP Parent/Teacher Interpretive Guide in English and Spanish including electronic version (A.9.c.vi.) Cost per brochure including shipping	
Spring 2007 Administration	\$0.63/per brochure
Spring 2008 Administration	\$0.65/per brochure
Spring 2009 Administration	\$0.68/per brochure
Spring 2010 Administration	\$0.70/per brochure
Spring 2011 Administration	\$0.72/per brochure
Spring 2012 Administration	\$0.74/per brochure
Spring 2013 Administration	\$0.76/per brochure
Spring 2014 Administration	\$0.79/per brochure
ELP Parent/Teacher Interpretive Guide Translated in Requested Language (only in electronic version) (A.9.c.vi.) Cost per requested language	
Spring 2007 Administration	\$1,200.00/ per requested language
Spring 2008 Administration	\$1,236.00/ per requested language
Spring 2009 Administration	\$1,273.00/ per requested language
Spring 2010 Administration	\$1,311.00/ per requested language
Spring 2011 Administration	\$1,351.00/ per requested language
Spring 2012 Administration	\$1,392.00 / per requested language
Spring 2013 Administration	\$1,392.00 / per requested language
Spring 2014 Administration	\$1,392.00 / per requested language
Technical Report (A.9.f.) Cost per 15 copies including shipping	
Spring 2008 Administration	\$6,412.00/ per 15 copies
Spring 2009 Administration	\$6,604.00/ per 15 copies
Spring 2010 Administration	\$6,804.00/ per 15 copies
Spring 2011 Administration	\$7,007.00 / per 15 copies
Spring 2012 Administration	\$7,212.00/ per 15 copies
Spring 2013 Administration	\$7,428.00/ per 15 copies
Spring 2014 Administration	\$7,651.00/ per 15 copies
ELP Student Level Report (A.9.c.i.) Cost per individual report including shipping	
Spring 2007 Administration	\$0.91/ per individual student report
Spring 2008 Administration	\$1.31/ per individual student report
Spring 2009 Administration	\$0.59/ per individual student report
Spring 2010 Administration	\$0.60/ per individual student report
Spring 2011 Administration	\$0.61/ per individual student report
Spring 2012 Administration	\$0.63/ per individual student report
Spring 2013 Administration	\$0.65/ per individual student report
Spring 2014 Administration	\$0.67/ per individual student report
ELP School Level Reports including class roster and school summary (A.9.c.ii.) Cost per school including shipping	



Service Description	Amount (per compensable increment)
Spring 2007 Administration	\$8.98/ per school
Spring 2008 Administration	\$89.99/ per school
Spring 2009 Administration	\$16.73/ per school
Spring 2010 Administration	\$17.22/ per school
Spring 2011 Administration	\$17.75/ per school
Spring 2012 Administration	\$18.28/ per school
Spring 2013 Administration	\$18.83/ per school
Spring 2014 Administration	\$19.40/ per school
ELP LEA Level Reports including school roster and system summary (A.9.c.iii.) Cost per system including shipping	
Spring 2007 Administration	\$11.75/ per system
Spring 2008 Administration	\$65.06/ per system
Spring 2009 Administration	\$9.50/ per system
Spring 2010 Administration	\$9.79/ per system
Spring 2011 Administration	\$10.08/ per system
Spring 2012 Administration	\$10.38/ per system
Spring 2013 Administration	\$10.69/ per system
Spring 2014 Administration	\$11.01/ per system
ELP State Level Reports including system roster and state summary (A.9.c.iv.) Cost per report including shipping	
Spring 2007 Administration	\$727.35/ per report
Spring 2008 Administration	\$749.42/ per report
Spring 2009 Administration	\$772.12 / per report
Spring 2010 Administration	\$795.48/ per report
Spring 2011 Administration	\$795.48/ per report
Spring 2012 Administration	\$819.50/per report
Spring 2013 Administration	\$844.09/ per report
Spring 2014 Administration	\$869.41/ per report
Annual Storage Archival (A.5.I)	
03/19/07-03/18/08	\$1,129.00/ due at end of archival period
03/19/08-03/18/09	\$1,163.00/ due at end of archival period
03/19/09-03/18/10	\$1,198.00/ due at end of archival period
03/19/10-03/18/11	\$1,234.00/ due at end of archival period
03/19/11 – 03/18/12	\$1,271.00/ due at end of archival period
03/19/12-03/18/13	\$1,309.00/ due at end of archival period
03/19/13 - 03/26/14	\$1,348.00/ due at end of archival period

3. 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
Tennessee Department of Education
Assessment, Evaluation, and Research



1252 Foster Ave.
 TPS Campus, Hardison Building
 Nashville, TN 37243
 deb.malone@tn.gov

- 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: Tennessee Department of Education / Assessment, Evaluation & Research
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or 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.

4. 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:

Zachary Rossley, Interim Director



Office of Assessment, Evaluation & Research
 Tennessee Department of Education
 710 James Robertson Parkway
 6th Floor Andrew Johnson Tower
 Nashville, TN 37243
 Zachary.Rossley@tn.gov
 Telephone # 615-253-5031
 FAX # 615-532-7860

The Contractor:

Dr. Henry Scherich, President
 Measurement, Inc.
 423 Morris Street
 Durham, NC 27701
 Hscherich@measinc.com
 Telephone # 919-683-2413
 FAX # 919-475-7726

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

5. The following is added as Contract section E.19.

E.19. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

6. The following is added as Contract section E.20.

E.20. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and



- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- 7. The following is added as Contract section E.21.

E.21. FERPA Compliance. The State and the 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). The 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. The



Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. The 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. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment 2.

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 February 1, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MEASUREMENT, INC.:

Henry H. Scherich

11/21/11

SIGNATURE

DATE

Henry H. Scherich, President

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Kevin Huffman

11/29/11

KEVIN HUFFMAN, COMMISSIONER

DATE



AUTHORIZATION AND ACKNOWLEDGEMENT OF COMPLIANCE

Whereas, State has contracted with Measurement, Inc. on March 29, 2007 through March 26, 2014 (RFS # 331.03-012-07), for the provision of a statewide assessment for English language learners, and

Whereas, The above referenced contract may require the disclosure by the State to Measurement, Inc. 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 Measurement, Inc. hereby agree as follows:

- 1. Measurement, Inc. 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, student identification number achievement data, address, phone number, parent/guardian name and any other personally identifiable information collected in the process of test administration.
2. Measurement, Inc. 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. Measurement, Inc. agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

Handwritten signature of Nancy H. Scherub, President of MEASUREMENT, INC. dated 11/21/11

Handwritten signature of Kevin Huffman for TENNESSEE DEPARTMENT OF EDUCATION dated 11/29/11

CONTRACT SUMMARY SHEET

8-8-05

RFS #		Contract #	
331.03-012-07		FA-07-20625-00	
State Agency		State Agency Division	
Department of Education		NCLB	
Contractor Name		Contractor ID # (FEIN or SSN)	
MEASUREMENT INCORPORATED		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V561264255-00	
Service Description			
Standards, Assessment & Accountability			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
March 29, 2007	March 26, 2012	Vendor	See Supplement Form

Mark, if Statement is TRUE

<input checked="" type="checkbox"/> Contractor is on STARS as required			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
331.03	VAR	083	25	VAR	VAR
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$447,760.85	\$300,000.00	\$0.00	\$0.00	\$747,760.85
2008	\$662,569.42	\$300,000.00	\$0.00	\$0.00	\$962,569.42
2009	\$431,904.37	\$300,000.00	\$0.00	\$0.00	\$731,904.37
2010	\$458,773.48	\$300,000.00	\$0.00	\$0.00	\$758,773.48
2011	\$544,598.25	\$300,000.00	\$0.00	\$0.00	\$844,598.25
2012	\$0.00	\$14,551.00	\$0.00	\$0.00	\$14,551.00
TOTAL:	\$2,545,606.37	\$1,514,551.00	\$0.00	\$0.00	\$4,060,157.37

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	John Sharp - 615-532-1658
			State Agency Budget Officer Approval
			John Sharp April 2, 2007
			Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			
End Date:			

Contractor Ownership

African American
 Person w/ Disability
 Hispanic
 Small Business
 NOT minority/disadvantaged
 Asian
 Female
 Native American
 OTHER minority/disadvantaged—

Contractor Selection Method

RFP
 Competitive Negotiation
 Alternative Competitive Method
 Non-Competitive Negotiation
 Government
 Other

Procurement Process Summary

Contract awarded through RFP 331.00-009

JUN 13 2007
 DEPT OF ACCOUNTS

OCR RELEASED
JUN 13 2007
TO ACCOUNTS

RECEIVED
JUN 13 2007
DEPT OF ACCOUNTS

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

Contract Number							
Fiscal Year		07					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
331.03	475	083	25	CN7	AAX	84.369	\$300,000.00
331.11	461	083	25	TK7	AAX	N/A	\$447,760.85
Fiscal Year	08						
331.03	475	083	25	CN8	AAX	84.369	\$300,000.00
331.11	461	083	25	TK8	AAX	N/A	\$662,569.42
Fiscal Year	09						
331.03	475	083	25	CN9	AAX	84.369	\$300,000.00
331.11	461	083	25	TK9	AAX	N/A	\$431,904.37
Fiscal Year	10						
331.03	475	083	25	CN0	AAX	84.369	\$300,000.00
331.11	461	083	25	TK0	AAX	N/A	\$458,773.48
Fiscal Year	11						
331.03	475	083	25	CN1	AAX	84.369	\$300,000.00
331.11	461	083	25	TK1	AAX	N/A	\$544,598.25
Fiscal Year	12						
331.03	475	083	25	CN2	AAX	84.369	\$14,551.00
TOTAL							\$4,060,157.37

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
MEASUREMENT INCORPORATED**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and MEASUREMENT INCORPORATED, hereinafter referred to as the "Contractor," is for the provision of a statewide assessment for English language learners, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation.

Grantee Vendor Identification Number: V561264255-00

Contractor Address: 423 MORRIS STREET
DURHAM, NC 27701

The Contractor's place of incorporation or organization is North Carolina

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. Definitions

- a. **TCAP/ELP** – Tennessee Comprehensive Assessment Program/English Language Proficiency Assessment for grades K-12 hereafter referred to as the "Assessment." Provided Federal and State statute and policy remain consistent for the duration of the contract, one test form will be provided for each grade level assessed.
- b. **English Language Proficiency (ELP) Placement Test** – An assessment in oral language skills to determine English Language Proficiency of entering ELL students.
- c. **Limited English Proficient (LEP) Student**- A student whose first language is not English and who is limited in their English proficiency as determined by state criteria (also referred to as English Language Learners)
- d. **English Language Learner (ELL)** – A student whose first language is not English and who is limited English proficient as determined by state criteria.
- e. **English as a Second Language (ESL) Standards** – Tennessee State Board of Education approved content standards for K-12 students that are ELL available at <http://www.tn.gov/education/fedprog/doc/fpeslcurriculum.pdf>
- f. **English as a Second Language (ESL) Achievement Standards** – The descriptors and corresponding scale cut scores on the TCAP/ELP that determines the student's proficiency level in English.
- g. **English as a Second Language (ESL) Domains** – The four areas of language, (speaking, listening, reading, and writing), that are included in the ESL standards and are assessed by the TCAP/ELP.
- h. **Special Accommodations** – Testing accommodations specified by IEP documentation.
- i. **Allowable Accommodations** – Testing accommodations allowable for use for any student. IEP documentation is not necessary.
- j. **ELL Accommodations** – Testing accommodations allowable for English Language Learner or non-English language background students based on individual needs and abilities.
- k. **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.
- l. **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.
- m. **Technical Report** – Comprehensive summary report as defined in A.8.f.
- n. **Feasibility Study** – A study for developing a methodology for augmenting and/or adapting,

- the Assessment to meet Title I requirements pending USDOE clarification and guidelines.
- o. **Standards Alignment** – The degree to which the Assessment is aligned with Tennessee’s English Language Proficiency Standards.
 - p. **State Assigned ID Number** – Randomly generated from statewide student management system.
 - q. **Longitudinal Assessment** – Provides measures of student performance over time utilizing a common scale.
 - r. **Vertical Scaling** – Development of a single scale appropriate for use across grade levels to determine growth in each domain.
 - s. **Validity and Reliability Requirements** – Statistical evidence that the Assessment consistently measures the standards and determines level of proficiency.
 - t. **Comparability and Equating** – Statistical evidence that the Assessment is similar in content and psychometric characteristics to the current tests.
 - u. **Developmental Appropriateness** – The test development process follows policy and procedures adopted by the American Psychological Association.
 - v. **Scientific validity and Empirical standards** –The test shall meet the criteria for test development, administration, and use described in the *Standards for Educational and Psychological Testing* (1999) adopted by the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME).
www.apa.org/science/standards.html

www.apa.org/science/testing.html
 - w. **N-Counts** – student end counts
 - x. **Standards and Assessment Peer Review by the Office of English Language Acquisition (OELA) of the U.S. Department of Education** – Specific federal compliance requirements for the appropriateness of assessments used by states.
<http://www.ed.gov/about/offices/list/oela/index.html?src=oc>

A.3. Schedule

The State shall approve all materials and/or deliverables developed in conjunction with this contract. 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. One time deliverables due 30 days after the contract is executed.
 - 1) **Test Specifications**
- b. Annual Deliverables.
 - 1) **Annual Work Plan** – due on or before July 1 each year
 - 2) **Test Booklets and Other Test Materials**– receipt of test booklets by districts on or before April 30, 2007 and by March 1 each year thereafter 1
 - 3) **Test Administration Manuals** – receipt of test administration manuals on or before April 30, 2007 and by March 1 each year thereafter
 - 4) **Ancillary Materials** – receipt of all assessment ancillary materials on or before April 30, 2007 and by March 1 each year thereafter
 - 5) **Test Administration Training Materials** – receipt of training manual (electronic version and hard copies) by State on or before April 15, 2007 and by February 15 each year thereafter
 - 6) **Training of State Staff to Train using the Test Administration Training Manuals** – on or before April 15, 2007

- 7) **Student, School, District, and State Score Reports** – Receipt by LEAs and State on or before June 30, 2007 and on or before May 30 each year thereafter
- 8) **Interpretive Guides** – Receipt by LEAs and State on or before June 30, 2007 and May 30 each year thereafter.
- 9) **Technical Report** – Receipt by State on or before August 15
- 10) **Standard Setting Report (includes cut scores, annual progress measures, and correlation with previous assessments)** – Receipt by State on or before August 15, 2007
- 11) **Security Procedures and Results** – Receipt by State on or before August 15, 2007
- 12) **Progress Reports** – Quarterly progress reports – receipt by State beginning May 1, 2007 and quarterly thereafter for the duration of the contract; July 1, October 1, January 1. The final report shall be submitted to the State within 30 days of the end of the contract.

c. Other one time deliverables:

- 1) **Feasibility Study** – on or before December 1, 2007
- 2) **ELP Placement Test** - on or before January 15, 2008
- 3) **Shipment of Test Archive Documents** – on or before September 1, 2011

d. The State shall provide the following:

- 1) Unique Student ID Numbers (A.1.p)
- 2) List of Tennessee Educators to serve on the Standard Setting Panel
- 3) Provide shipping information for Home School Coordinator
- 4) Provide shipping information for test documents to be sent for storage at the end of the contract

A.4. Test Development

- a. **Test Structure** - The Contractor shall provide an annual statewide English Language Proficiency (ELP) Assessment for students with limited English proficiency in grades K-12. The Assessment shall be a criterion-referenced assessment aligned with Tennessee's English Language Proficiency Standards, which can be found at the following website: <http://www.state.tn.us/education/fedprog/doc/fpeslcurriculum.pdf> .

The Assessment will measure Listening, Speaking, Reading, Writing and Comprehension skills in academic and social English. It shall assist educators of LEP students in measuring annual growth in proficiency and designing a plan of instruction that will result in successful participation and achievement in all-English academic settings. The Assessment will meet the requirements of Title III of the *No Child Left Behind Act of 2001*. Tennessee currently has approximately 21,000 students, representing 136 LEAs who will take the Assessment.

The Assessment will be divided into at least four grade level spans serving: Lower Elementary (K-2), Upper Elementary (3-5), Middle School (6-8), and High School (9-12).

- i The Contractor shall provide at least one (1) secure form of the test at each grade span in each domain tested starting in Spring 2007.
- ii The Contractor shall provide detailed technical information on the process and results of vertical scaling across grade spans.

The Contractor will provide an ELP Placement Test for determination of English level proficiency. The Placement Test shall utilize a diagnostic test or test form to determine the eligibility for and appropriate grade level placement of students in ESL service programs.

The Assessment shall be administered by LEAs during a four-week testing window in the month of March of each year. LEP locator testing shall be available for administration throughout the year. All assessments shall be administered by school personnel.

- b. **Test Specifications** - The Contractor shall provide test specifications containing the following information in a Microsoft Word and/or Excel document according to the delivery schedule in A.2.a.1. The test specifications shall define the content of the Assessment, the proposed number of items, the desired psychometric properties of the items, the language proficiency levels of items, the amount of time required for testing, and the arrangement of items and components of the test. Test specifications shall be included in the Assessment's technical report.

Test Specifications (Blue Print)

- i. Item reference number
- ii. Item type
- iii. Domain
- iii. Reporting category and performance indicator
- iv. State curriculum alignment
- v. Item difficulty (p-value)
- vi. Psychometric measurement information (See Section A.8.f.iii)
- vii. Field test administration
- viii. Origination of item
- ix. Item location
- x. Scoring rubric for constructed response items
- xi. Correct Answer for multiple choice items
- xii. Test item and any related passage, graphic, or illustration

- c. **Test Construction** - The Contractor shall provide documentation of the components of Test Construction as listed below:

- i. **Test Specifications** – The Contractor shall:
 - (a) provide detailed test specifications as defined in A.3.b for each grade span assessment in each of these domains: Speaking, Listening, Reading, and Writing
 - (b) provide a detailed analysis of the agreement between the test specifications and the operational test for each grade span assessment in each of the domains
- ii. **Alignment Study**- The Contractor shall:
 - (a) provide evidence of alignment of the Assessment with Tennessee's ESL Standards in the domains of Listening, Speaking, Reading, and Writing.
 - (b) complete alignment studies before administration of the Assessment
 - (c) include the results with the test specifications in the technical report delivered to the State.
- iii. **English Language Proficiency Placement Test** – The Contractor shall:
 - (a) submit an ELP Placement test to the State for review and approval.
 - (b) make the ELP Placement test available for purchase by individual orders from each LEA.

In providing the ELP Placement test, the Contractor shall:

- (c) create and implement one or more abbreviated test forms covering the tested domains of Reading and Writing for each of the Assessment grade spans for the purposes of:
 - (1) Generating an initial/diagnostic ESL level,
 - (2) Identification as LEP,
 - (3) Educational placement,
 - (4) Instructional planning for LEP students, and
 - (5) Provide general information regarding the student's functional reading level.
- (d) provide test specifications as defined in A.3.b documenting the item types and standards represented in the locator test. Items utilized in the locator test shall not be part of the Assessment.

- (e) describe and document the procedures for administration and scoring of the locator test and what scores will be available to the LEAs
- (f) ensure that the locator test is independently aligned with the Assessment and the Tennessee ESL standards, include alignment documentation with test specifications
- (g) produce and provide locator test manuals, training materials, student response documents and media, and scoring guides to LEAs as requested throughout the year
- (h) develop and provide a training package to include a web enabled video and supplemental printed materials. Training topics shall include the administration and scoring of the locator instrument, scoring multiple-choice items, and rating of oral constructed responses at all grade levels in all tested domains.
- iv. **Language Accessibility** – The Contractor shall:
 - (a) use qualified professionals as part of the test development process to conduct language accessibility evaluations of the test items and administration methods. The language accessibility evaluations shall consider, at a minimum, differences in literacy and first (L1) and second (L2) language development, social and cultural characteristics and academic backgrounds (formal education versus limited or no formal schooling) of LEP test-takers.
 - (b) include evaluation results in the Technical Report as defined in section A.8.f.
- v. **Bias and Sensitivity Review** – The Contractor shall:
 - (a) provide test items that are valid and reliable measures of English language proficiency skills. Items shall undergo bias and sensitivity review toward any subgroup, including culture, first language (L1), race and ethnicity, nationality, gender and socio-economic status prior to test administration. The test items must meet the APA AERA standards for Differential Item Functioning (DIF).
 - (b) Include results of the review, with DIF, in the Technical Report as defined in section A.8.f.
- vi. **Inclusion and Fairness** – The Contractor shall:
 - (a) provide multiple test formats, including but not limited to, large-print, Braille, and electronic versions that allow for participation and reporting of results for students with Individualized Education Programs (IEPs) and/or Section 504 plans.
 - (b) collect demographic information for students with severe cognitive disabilities who were unable to take the test, even with test format and administration method variations, utilizing the student answer document, medical exemption form or other documentation. Information regarding students who were unable to test will be provided in school, system, and state summary reports.
 - (c) provide a determination, based upon psychometric standards and State policies, as to whether particular test administration modifications required for students with IEP or Section 504 plans would alter the validity, reliability, and equity of the standards being measured.
- vii. **Security Procedures** – The Contractor shall:
 - (a) provide security procedures and safeguards in the design and development of the test, maintenance of test products and distribution of test results. The security procedures will, at a minimum, be in compliance with Tennessee statute 49-1-607.
 - (b) provide documentation of the procedures and report findings to the State after each administration.
- viii. **Research and Development** - The Contractor shall:
 - (a) conduct a feasibility study for developing a methodology for augmenting and/or adapting the Assessment to serve as the assessment for limited English proficient students in reading/language arts for Title I adequate yearly progress (AYP) purposes.
 - (b) provide parameters for an assessment that is aligned with Tennessee’s English language arts standards in grades 3 through 12 in the study.
 - (c) include proof of alignment to the State’s ESL standards and compliance with all Federal and State mandates in the study.

NCLB requires each state to implement student assessments that are clearly defined and meet professional psychometric standards. For example, student assessments must:

- a. *be appropriate for all students (Section 1111(b)(3)(C)(ix))*
- b. *be aligned with academic content standards (Section 1111(b)(3)(C)(i))*
- c. *be valid and reliable (Section 1111(b)(3)(C)(iii))*
- d. *be consistent with nationally recognized professional and technical standards (Section 1111(b)(3)(C)(iii))*
- e. *provide for reasonable adaptations and accommodations for students with disabilities (Section 1111(b)(3)(C)(ix)(II)).*

These responsibilities apply to the assessments used for regular instruction students as well as for students with disabilities and students for whom English is not the primary language.

A.5. Standard Setting

The Contractor shall develop and implement procedures for the creation of TCAP/ELP proficiency levels, or cut-scores, for each domain and each grade level (K-12). The Contractor shall provide a detailed description (outline, flowchart, etc.) of the standard setting events based on the categories below:

- a. **Standard Setting Process** – The Contractor shall conduct a standard setting process that is scientifically valid, meets psychometric standards, and is appropriate for the construct of English language proficiency being tested (social and academic language proficiency).
- b. **Standard Setting Personnel and Location** – The Standard Setting shall take place in Nashville, TN with a maximum of 24 Tennessee educators (chosen by the State) and Contractor personnel. The Contractor shall be responsible for the following items related to the standard-setting operations:
 - i. train the selected panelists in standard setting procedures
 - ii. conduct the standard setting process.
 - iii. use an empirical standard setting process to review, reset and/or establish proficiency levels/cut scores, using items representing one or more forms of the test
 - iv. provide all logistics for the standard setting to include obtaining the facilities, preparing training and meeting materials, obtaining necessary audio-visual and computer equipment, maintaining records of the proceedings, guiding the discussions, tallying the results, producing a final technical report, travel expenses for Contractor's personnel, and meals and lodging for all participants.
- c. **Cut-Scores and Overall Proficiency Level** – The Contractor shall provide, through the standard setting process, English Language Proficiency levels or cut-scores for each tested domain, Speaking, Listening, Reading, and Writing, in each tested grade level, grades K-12. Results of the standard setting process shall be used to develop clear definitions of the TCAP/ELP test levels and the State proficiency levels described in the State ESL Curriculum. At least two cut scores should be developed for each domain, minimally defined as a cut score separating high intermediate and advanced and a cut score separating intermediate from advanced beginner/beginner performance levels.
- d. **Annual Progress Measures** – The Contractor shall provide at least two valid and reliable options for a standardized measure (in number of scale score points) of reasonable annual overall progress of LEP students. These measures of annual expected overall gains in English language proficiency shall consider the difference between the LEP student's previous year composite scale score and level and the highest possible composite scale score for the highest proficiency level. They shall also consider the number of years it should take LEP students to reach English language proficiency according to the State's Title III Annual Measurable Achievement Objectives located on the State website at <http://www.state.tn.us/education/fedprog/fpeslresources.shtml>.
- e. **Correlation between Contractor's Assessment and Previous Assessments** - The Contractor shall provide a process whereby the TCAP/ELP and the previous ELP scores can be correlated so that the progress measures required under Title III Annual Measurable Achievement Objectives can be calculated.

A.6. Test Administration

Tennessee's TCAP/ELP test administration window is the month of March.

The Contractor shall develop, produce, and deliver materials according to the schedule in Section A.2.b to facilitate state testing schedules. All administrative materials shall be provided to the State in Microsoft Word and/or Excel for use on the State internet or in training.

The Contractor shall prepare, for State approval, a detailed work plan 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. The 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, systems and State.

The work plan will outline by task and due date each activity to be performed under this contract following the deliverable timelines established in section A.2. The work plan must describe all activities related to development of items, test forms, training materials, administration materials, reports, interpretation materials, and logistics. The work plan will serve as a monitoring document to be used by the State to assure timely completion of tasks as scheduled. The work plan shall be updated annually with State approval for the duration of the contract. The final 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 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, systems and State. The Annual Work Plan shall require the Contractor to provide the following each year:

- a. **Administration Materials** - The Contractor shall develop and produce the following test materials:
 - i. Test booklets
 - ii. Answer documents
 - iii. Audio (CD or Cassette Tape) stimuli as required
 - iv. Student response forms and necessary media (including cassette tapes, CDs, or other digitized data recording media)
 - v. Electronic/online versions as necessary
 - vi. Accommodated versions as needed i.e. Large-print and Braille versions
 - vii. Scoring materials for locator assessment (also local scoring option for speaking section of the assessment)
 - viii. Teacher Header and School Listing forms
- b. **Test Administration Manual** – The Contractor shall:
 - i. Design and develop an administration manual for State review and approval to include, but not be limited to:
 - (a) information for LEA and school test coordinators of their responsibilities with regard to the administration of the Assessment,
 - (b) specific directions regarding distribution of materials, document completion, student demographic requirements, test administration,
 - (c) receipt of materials from the schools, shipping materials back to the Contractor for scoring,
 - (d) distribution of overage materials, responding to questions and problems, and security of materials,
 - (e) other administration details as needed and,
 - (f) test accommodations (see Section A.5.e) for students with disabilities
 - ii provide an electronic version of the manual for use on the State internet and in trainings
 - iii provide 2 copies of the manual to each LEA
 - iv provide copies of the manual to each school at a ratio of 1 per 10 students tested
 - v maintain an additional 20% for distribution at the request of an LEA or school.
- c. **Student Response Documents and Media** – The Contractor shall:
 - i design, produce and distribute student response documents and media for all versions of the Assessment in all the domain areas and grade level spans to be tested

- ii print and distribute a sufficient number of answer documents and media for each student to be assessed, as determined by the Contractor, the State and the LEAs before the assessment window, plus a 10% overage at the school and LEA levels
- iii provide the ability to code demographic data based on state and federal reporting requirements, including but not limited to:
 - (a) Name
 - (b) Student ID Number (state assigned or SSN)
 - (c) Birth Date
 - (d) Grade (K-12)
 - (e) Gender
 - (f) Ethnic Origin (at least: American Indian/Alaska Native, Asian, Black/African American, Hispanic/Latino, Native Hawaiian/other Pacific Islander, White, Two or more ethnic origins)
 - (g) Home Language (at least: Arabic, Chinese (any dialect), Haitian Creole, Hmong, Korean, Kurdish, Russian, Spanish, Vietnamese, Other)
 - (h) Membership Data
 - (i) Length of Time in an American School
 - (j) Modified Format (Braille, large print, audio, CD)
 - (k) Special Programs (Title I, Special Education, 504 Service Plan, Gifted, Economically Disadvantaged, LEP Transitional 1/Transitional 2, Migrant, Home School, Homeless)
 - (l) Special Accommodations
 - (m) ELL Accommodations
 - (n) Not tested (absent or medical exemption)
 - (o) Test Date
 - (p) Test Level and/or Form
 - (q) Optional Codes for State use (10 fields)
- d. **Training Program** – The Contractor shall:
 - i provide standardized and uniform procedures for training personnel for test administration, coordination, and school scoring as necessary (local scoring option for the Assessment).
 - ii provide a comprehensive training program to include a web enabled video and supplemental printed materials for training state and local personnel responsible for administration of the Assessment. Training topics shall include the administration and rating of oral constructed responses at all grade levels in all tested domains.
- e. **Test Accommodations** – The Contractor shall:
 - i develop test administration procedures for State review and approval to assess LEP students with disabilities and/or a 504 Service Plan
 - ii include procedures for the use of specific instructional accommodations that will be allowed for the Assessment
 - iii include in the test administration manual a rationale for and description of test accommodations that are appropriate and valid for the population of students to be tested based on scientifically valid research and best practice. The rationale for these test accommodations shall account for the validity and appropriateness of specific accommodations for different English language proficiency levels in each of the domains tested and for English language learners with different disabilities and or a 504 Service Plan.
 - iv adhere to the provisions for accommodations and modifications in the State regulations governing state testing accommodations for special populations, including LEP students. (see http://www.tennessee.gov/education/fedprog/doc/fp_TESTPolicy_Spring_06.pdf)
- f. **Printing** – The Contractor shall be responsible for printing all products required for the Assessment, including all ancillary materials and other documents not specifically listed, such as memoranda, informational/cover letters, and handouts for management meetings as needed.
- g. **Packaging of Test and Test Support Materials** – The Contractor shall:

- i obtain orders, package, distribute, and collect test materials
 - ii include a ten percent overage of administration materials to every school testing site and a five percent overage to every LEA site
 - iii maintain detailed records of the number of tests ordered, retrieved and scored for each school and LEA
 - iv provide for proper packaging by school of all test materials for shipment to LEAs and to the State
 - v design, print, and distribute packing lists for each school and LEA. The LEA and school packing lists shall itemize the materials that are being shipped to the school/LEA, including overage materials, the quantities shipped, inventory information and the destination of each
 - vi provide procedures for providing appropriate materials for students with IEP and Section 504 plans that call for modified test formats such as Braille, large print, and electronic media. These materials will be packaged separately and labeled, but will be included in the same shipment with other testing materials, if possible.
- h. **Distribution of Test and Test Support Materials –**
- i The Contractor shall:
 - (a) distribute all required test and test support materials to each LEA
 - (b) provide test administration support materials and test materials on site in each LEA no later than March 1 each year
 - (c) maintain an inventory control process wherein all test products being shipped to and from the Contractor's facilities are counted and tracked. Missing shipments shall be traced, located, and redirected to the proper location
 - (d) provide for inside delivery in the shipments of test materials to LEAs and to the State
 - (e) post on a Contractor-sponsored TCAP/ELP assessment web site (or a department hosted site) all appropriate materials to support LEAs and schools in test administration.
 - ii The LEA test coordinators shall be responsible for distribution of all test materials to the appropriate school test coordinators.
 - iii The State shall provide to the Contractor an EXCEL file containing the name, phone number, email address, and postal address of each LEA test coordinator within 30 days after the contract start date and no later than 45 days prior to the first day of the testing window in subsequent years of the contract.
- i. **Technical Support -** The Contractor shall provide a toll-free help line and an e-mail technical support service (staffed from 7:30 to 4:30 CST) at least one calendar month before, during, and one calendar month after the annual testing window to assist with delivery and retrieval of test materials see A.9.e.
- j. **Collection and Receipt Procedures –** The Contractor shall:
- i collect secure test materials during and after the annual assessment window
 - ii provide pre-paid shipping for LEAs to return completed tests and answer documents
 - iii provide labels and materials for the return of all materials to the Contractor for scoring at the Contractor's expense
 - iv utilize a shipping method that provides traceable delivery information. If boxes that were used to initially ship materials are to be used again to return materials, this shall be made explicitly clear in all directions to LEA and school personnel and the boxes must be of sufficient strength and construction to withstand reuse.
 - v provide a description of procedures to be used by LEAs for the inventory of all materials and the collection and shipping procedures for all completed answer documents and media including a reconciliation/recovery procedure to proactively retrieve all test material from the LEAs

- vi track return shipments to ensure that LEAs return all test materials to the Contractor for scoring no later than ten (10) working days after the close of the testing window for the annual assessment.
 - vii notify the State of LEAs who do not return materials within the appropriate time frame
- k. **Security Procedures** – The Contractor shall provide detailed, standardized, test administration 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 include test security procedures in the production, distribution and collection of all test and test administration support materials
 - iii include test security procedures for all student response documents during scoring
 - iv provide detailed documentation of all test security procedures including a description of procedures for the collection and secure destruction of secure materials (including unused tests, unused answer documents, test administration manuals, and scoring guides) conducted by the Contractor each year following the test administration
 - v utilize software and other procedures to monitor, detect and evaluate the assessment for potential cheating and provide documentation to the State for recommended censure or invalidation of a test document
 - vi include the provision of documentation to be made available to school and LEA personnel for reporting any potential breach of security procedures either in test administration or materials handling. Such occurrences reported to the Contractor shall be reported to and reviewed by the State to determine appropriate steps to be taken.
- l. **Storage** – The Contractor shall:
- i catalog and store completed student test response documents and media in a secure facility for twelve (12) months from the reporting date
 - ii utilize electronic imaging and duplication technologies to archive all student responses for three (3) years. All archived materials shall be clearly labeled to include at least grade level span, teacher name, school name, and system name.
 - iii destroy archived student test response materials in a secure manner (i.e. shredding or incineration at the completion of three (3) years. At the end of the contract, archived materials shall be shipped to the State, or a location designated by the State for the storage of the information.

A.7. Scoring Activities

The Contractor will provide a scoring plan that shall be approved by the State and include:

- a. scoring methodology,
- b. score reporting,
- c. generation and maintenance of scoring data files, and
- d. quality assurance procedures for each part of the scoring process.

The scoring plan must address the following:

- a. **General Scoring** – The Contractor shall:
 - i provide a plan that specifies the process for scoring all student responses for multiple-choice, oral and written constructed-response items
 - ii identify the qualifications and training of key personnel involved in this process
 - iii describe how the Contractor will implement the following: 1) a common scale for the domains of Speaking, Listening, Reading, and Writing, as well as composite scale scores, 2) a Comprehension Scale Score composed of appropriate items from the listening and reading domains, and 3) a longitudinal vertical scale from K-12 that will provide a means to measure individual student incremental growth toward full English language proficiency
 - iv include a description of how scored student responses will be associated with Tennessee LEA and school codes, and the state student test numbers
 - v describe how the Contractor will match the appropriate scale score to the Proficiency Level of each student as determined by cut scores established by a State approved Standard Setting process. (see Section A.4)

- b. **Scanning and Scoring of Student Response Forms** – The Contractor shall:
 - i use Optical Mark Reading (OMR) equipment to scan student response booklets (multiple-choice items) and student response forms (including teacher recorded ratings of student observation, if applicable), score report forms (if applicable) and school and LEA control forms
 - ii provide verification of quality control procedures for each scanner
 - iii provide documentation of editing procedures for answer documents, teacher headers, and school listings for State review and approval. The documentation shall include rules for editing each field on the student demographic sheet. Materials used for training editors shall be provided to the State for review and approval.
 - iv provide edit reports that include all edits needed, changes made, and procedures used for monitoring edit changes
 - v provide raw scores by tested domain (see section A.8 for report information).
- c. **Constructed-Response Scoring Site and Staff Selection** – The Contractor shall:
 - i select the site(s) at which scoring of written and oral constructed response items will occur
 - ii provide all features of the scoring site(s) needed to complete the scoring. Scorers and scoring supervisors must be college graduates with a bachelor's degree, familiar with ESL standards, and may or may not be Tennessee educators.
- d. **Constructed-Response Scoring Rubrics** – The Contractor shall develop and produce detailed scoring rubrics and programs for oral and written constructed-response items. Rubrics shall be provided to the State for review and approval in Microsoft Word and/or Excel for use in training materials and/or on the internet.
- e. **Constructed-Response Scoring Materials** – The Contractor shall:
 - i develop and produce other scoring materials, including, but not limited to, scoring guides, anchor papers/oral samples, and training materials for readers
 - ii identify student responses to be used to train scorers; serve as anchor responses to illustrate each possible score point; and serve as calibration responses to be randomly given scorers to verify that they are still reading/rating accurately.
 - iii provide all scoring materials to the State for review and approval in Microsoft Word and/or Excel for use in training materials and/or on the internet.
- f. **Scoring Procedures for Constructed-Responses** – The Contractor shall:
 - i score all written constructed-response items. For planning purposes, the Contractor shall assume that each student response will be read and scored by one reader/rater with a minimum of 20% of the student responses read or rated by a second independent reader
 - ii implement procedures for including a third reading/rating if the first two readings/ratings are not identical or within one score value. Readers/raters shall work independently with no advance knowledge of scores assigned by other scorers
- g. **Scoring Training** – The Contractor shall:
 - i train readers and implement the scoring sessions to ensure the validity and reliability of scoring written constructed-responses
 - ii monitor the scoring process and document item inter-rater reliability and inter-rater agreement. A minimum 75% inter-rater reliability rate is required for of any items requiring scoring personnel functioning as readers
 - iii provide the State with documentation of the process and scoring results
- h. **LEA Scoring and Training for Speaking/Lower Grade Level Tests** – For tests where the test administrator scores/rates student responses and/or performances, the Contractor shall:
 - i provide scoring procedures and protocols for scoring of oral constructed responses and performances for speaking test items. The procedures shall provide options for simultaneous testing and scoring in one-on-one (individual) administration settings, where the test administrator scores the oral constructed responses or performances as the test is administered to individual students, and for scoring individual student recorded responses and performances in small group administration settings

- ii provide training to LEA scorers/raters using scoring training protocols to ensure inter-rater reliability and inter-rater agreement.
- i. **Quality Assurance Procedures** – The Contractor shall:
 - i submit to the State for review and approval quality control procedures for all scoring processes and products. The procedures shall include but not be limited to:
 - (a) steps to insure that all assessment materials are correctly and reliably scored
 - (b) quality control review of all phases of production related to scanning student answer documents
 - (c) verification of the scoring program, editing, and resolution procedures for questionable answer documents (for example, with multiple marks, poor erasures, poorly recorded oral responses or incomplete data)
 - (d) quality control review of all phases of production related to reporting and generating data files from the results
 - (e) measures for combining and aggregating objective response scores with constructed-response scores at the school, LEA and state levels
 - ii work with the State to establish State monitored quality reviews and provide logs/reports regarding the quality control procedures to the State for review and approval.

A.8. Data Management and Analysis

The Contractor shall develop and implement a plan for generating, maintaining, and analyzing student data results from all scoring procedures, as well as longitudinal data. The plan shall list and describe all analyses necessary to provide Assessment results at the individual student, school, LEA, and state levels.

The plan shall address the following:

- a. **Data Management** – The Contractor shall:
 - i. provide the State an electronic comprehensive data file (CDF) containing all student demographic and response data to be aggregated by grade for each school, LEA, and the State no later than May 30th of each year (A.2.b.7). The CDF shall contain student data in a format which enables data to be disaggregated by any and all fields on the student demographic form. Statewide summary data will also include item statistics.
 - ii. draft a layout for this file for State approval. The State reserves the right to define data elements and field lengths for all files. Prior to submission to the State, the Contractor is responsible for checking to ensure that all files are consistent and accurately reflect the data provided on reports.
 - iii. check the accuracy and consistency of all student level data on data files before submission to the State. This includes but is not limited to:
 - (a) ensuring all students tested are included
 - (b) ensuring that all demographic fields are included and are accurate reflections of the test answer documents
 - (c) Braille students and large print student records are coded correctly, etc.
 - (d) all data is included accurately in the printed reports and data files, and
 - (e) all absentee records are included appropriately in the data.
 - iv. The State will independently verify the consistency and accuracy of the data files. Any discrepancies are to be immediately adjusted by the Contractor at the Contractor's expense to the State's satisfaction
- b. **Calibrating, Scaling and Equating** – The Contractor shall:
 - i develop and implement calibrating, scaling and equating procedures that assure comparability of scores from year to year. The Spring 2007 test administration will serve as the base year. All operational test forms will be equated to this base year.
 - ii use item response theory (IRT) for the calibration, scaling and equating of the Assessment. (see Statistical theories of mental test scores, Lord and Novick, 1968).
- c. **Security Procedures** – The Contractor shall provide detailed, standardized reporting security procedures for review and approval by the State. The procedures will ensure that all test items, test materials, 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. (as defined in A.5.k).

A.9. Reporting Activities

The Contractor shall report produce score reports at the individual student level as well as summary reports at the school, LEA, and state levels, including any needed sub-groups, as defined in A.5.c. 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. All reports shall be submitted to the State for review and approval prior to distribution.

- a. The Contractor shall be responsible for printing and shipping all reports to each LEA, State Special School, Private Schools and the State. Reports for Home School students will be sent to the State Home School Coordinator.
- b. 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.
- c. The Contractor shall provide School, LEA, and State level reports as follows:
 - i. **Student Level Reports** – The Contractor shall produce and distribute student level reports that include (but are not limited to) raw scores, scale scores and proficiency levels for each test section or domain (Speaking, Listening, Reading, Writing, and Comprehension, as well as an overall scale score and English language proficiency level. Student reports shall also include (but not be limited to) home language, grade, teacher, school, LEA information and longitudinal data for students who have tested more than one year. Scores must be displayed both numerically and graphically with written explanations. The Contractor shall provide the student level reports in Spanish in addition to English.
 - ii. **School Reports** – The Contractor shall produce and distribute school reports to each LEA. School reports shall contain scores for each test section or domain (Speaking, Listening, Reading, Writing, and Comprehension, as well as an overall scale score and English Language proficiency level. School reports shall (at a minimum) include:
 - (a) Class roster – report with student names (sorted alphabetically with raw score, scale score, and proficiency level. Online reports will allow for the creation of custom student rosters that will allow teachers the following year to view their students' test results.
 - (b) School summary – report containing school n-counts, average raw score, scale score and proficiency level information. Summary information will be provided by teacher within the school and for the school overall.
 - iii. **LEA Reports** – The Contractor shall produce and distribute system reports to each LEA. LEA reports shall contain school and system summary scores for each test section or domain (Speaking, Listening, Reading, Writing, and Comprehension, as well as an overall scale score and English Language proficiency level. LEA reports shall (at a minimum) include:
 - (a) School roster – report containing school n-counts, average raw score, scale score and proficiency level information. Summary information will be provided by teacher within the school and for the school overall.
 - (b) School summary – report containing system n-counts, average raw score, scale score and proficiency level information. Summary information will be provided by schools within the LEA and for the LEA overall.
 - iv. **State Reports** – The Contractor shall produce and distribute summary reports to the State. State summary reports shall contain LEA and State summary scores for each test section or domain (Speaking, Listening, Reading, Writing, and Comprehension, as well as an overall scale score and English Language proficiency level. Results for Private Schools

and Home School students are not included in State summary reports. State reports shall (at a minimum) include:

- (a) System roster – report containing system n-counts, average raw score, scale score and proficiency level information. Summary information will be provided by each LEA within the State and for the State overall.
 - (b) State summary – report containing State n-counts, average raw score, scale score and proficiency level information. Summary information will be provided by each LEA within the State and for the State overall.
- v. **Electronic Student Data Files** – The Contractor shall:
- (a) produce and deliver student-level data files as defined in A.7.a to the appropriate LEA and to the State simultaneous with the reports. The data file shall contain all demographic data as coded on the student demographic sheet as well as all student response information including responses to multiple-choice answers, scores to constructed-response questions, ratings to observation instruments and test scores
 - (b) provide a layout of the student data file to the State for review and approval. The student data file shall be delivered to the LEAs and State via CD with a jewel case. Separate CDs shall be provided for each school and LEA.
- vi. **Interpretive Guides** – The Contractor shall:
- (a) develop, print, and distribute guidelines for interpretation of individual student score reports
 - (b) provide guides that are clear and easily understood by students, parents, and teachers
 - (c) provide assistance to the State and LEAs on the interpretation and use of summary test results for program evaluation and accountability
 - (d) produce the guides in Spanish
 - (e) produce correct and accurate foreign language versions of these guidelines in languages requested by the State in Microsoft Word for distribution to parents and posting on the State website. Possible languages include Arabic, Chinese (any dialect), Haitian Creole, Hmong, Korean, Kurdish, Russian, and Vietnamese.
- d. The Contractor may provide reports on paper and in PDF on CDs with jewel cases according to the following matrix:
- i. Student Level Reports – 1 paper copy with post-test parent brochure, 1 PDF copy on school level CD.
 - ii. School Level Reports – 1 PDF copy of each Class Report and Summary on school level CD, 1 PDF copy of each Class Report and Summary on LEA level CD.
 - iii. LEA Level Reports - 1 PDF copy of each School Roster and System Summary on LEA level CD, 1 PDF copy of each System Summary on State level CD.
 - iv. State Level Reports – 1 PDF copy of each System Roster and State Summary on State level CD.
- e. Reports may be provided via online program. Reports online shall include at a minimum the report structure outlined above.
- f. **Technical Report** – The Contractor shall develop, produce and provide a technical report. The technical report shall be supplied in both PDF and Microsoft Word. The Technical Report shall be submitted to the State electronically for review and approval. Any discrepancies are to be immediately adjusted by the Contractor at the Contractor's expense to the State's satisfaction. Five (5) electronic copies on CD and ten (10) bound paper copies of each technical report shall be submitted to the State after final approval. The technical report shall include the following:
- i. Test Specifications as defined in A.3.b
 - ii. Raw score to scale score conversion tables
 - iii. Psychometric item parameters to include:
 - (a) classical item statistics
 - (b) IRT statistics, including relevant item parameters and test-taker ability distribution parameters and IRT theta in scale score units (see Section A.7.b.ii)

- (c) item difficulty (delta, a nonlinear transformation of the proportion correct) by subgroup and proficiency level
 - (d) item discrimination (point-biserial correlation of the item with the test (form) score
 - (e) fit statistics for the IRT model used to scale the items
 - (f) Differential item functioning (DIF) analyses using Standardized Mean Difference (SMD) procedures for all subgroups and proficiency levels specified above
- iv. Content and equity reviews
 - v. Evidence of validity and reliability
 - vi. Scaling items and forms and equating forms
 - vii. Stability of scale scores
 - viii. Cut-score standard setting and decision consistency indicators
 - ix. Number of test attempts per form and tested domains for each administration.
 - x. total number of examinees responding
 - xi. total number of examinees responding by subgroup and proficiency level (include all subgroups identified in A.5.c.iii.(e)-(h))
 - xii. Number and proportion of examinees selecting each response option for the multiple-choice items by subgroup and proficiency level
 - xiii. Number and proportion of examinees answering each item correctly by subgroup and proficiency level
 - xiv. Standards alignment information providing evidence of alignment with Tennessee's ESL Standards in the domains of Listening, Speaking, Reading, and Writing. The Contractor shall complete alignment studies to demonstrate such alignment between the tests and Tennessee's ESL Standards.
 - xv. Longitudinal Assessment: the test shall provide a valid and reliable measure of the LEP student's progress on a common scale over the applicable grades from K-12. The Contractor shall provide scores for overall English language proficiency and comprehension skills, as well as for each of the tested domains, that are comparable across years for each individual student.
 - xvi. Vertical Scaling: in order to comply with the requirement for a longitudinal assessment of English language proficiency, the Contractor shall construct tests and provide test measures that cover a single vertical scale from K-12. The Contractor shall provide detailed technical information on the process and results of vertical scaling across grade spans and equating of forms within grade span tests.
 - xvii. Validity and Reliability Requirements: the Contractor shall demonstrate the validity and reliability of all parts of the tests and test measures and shall provide detailed information to this effect. The test shall meet the criteria for test development, administration, and use described in the *Standards for Educational and Psychological Testing* (1999) adopted by the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME).
 - xviii. Developmental Appropriateness: the Contractor shall ensure that all parts of the test adhere to professional research and best practice for developmental appropriateness of tests, testing methods and procedures. The Contractor shall consider, at a minimum, the following factors: age, grade, first (L1) and second (L2) language development and literacy and socio-cultural competence in the design, and construction and implementation of the ELP assessment.
 - xix. Standards and Assessment Peer Review by the Office of English Language Acquisition (OELA) of the U.S. Department of Education –The contractor shall meet compliance requirements for the ELP assessment as required by Title III of NCLB. The contractor shall take corrective action to remediate any deficiencies determined by the peer assessment reviewed conducted by OELA.
 - xx. Reader/rater consistency and reliability for constructed-response and observation items
 - xxi. Summary Analyses: Separate analyses for each section of the ELP assessment must be conducted, including, but not limited to, the following statistics in tabular or graphical forms:
 - (a) Indices of item completion rates for all test takers and by subgroups and proficiency levels

- (b) Descriptive statistics including the mean, standard deviation, minimum, maximum, and quartiles for the total score and by subscore for all test takers, and by subgroups and proficiency levels
 - (c) Intercorrelations among subscores for all test takers and by subgroups and proficiency levels
 - (d) Mean proportion correct for all test takers and by subgroups and proficiency levels
 - (e) Measures of accuracy including internal consistency measures (reliability coefficients), standard errors of measurement, and misclassification probabilities for all test takers and by subgroups and proficiency levels
 - (f) Mean point-biserial correlation for all test takers and by subgroups and proficiency levels
 - (g) Other analyses to evaluate the quality of items and reports, including appropriate statistics for the constructed-response scores and their relationship and linkage to the multiple-choice scores
- xxii. Narrative Report Specifications: all narrative reports submitted by the Contractor shall include an Executive Summary, the full text, and appendixes containing all relevant data tables. The Executive Summary shall be written to stand alone as a document suitable for public distribution. All final narrative reports and all electronic deliverables shall be provided in Microsoft Word, PDF, and HTML for distribution and possible posting on the Contractor's ELP assessment web site or the State's web site. The Contractor shall also submit Microsoft Excel spreadsheet versions of all tables and technical appendixes

A.10. Operations Management

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

- a. Administrative Tasks – The Contractor shall provide administrative tasks including, but not limited to, printing and distribution, scoring, and reporting for annual assessments, including test development.
- b. 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 the locator and the TCAP/ELP assessment
 - iii provide test development services and deliver to the State camera-ready copies of all tests (in PDF format), answer documents (in PDF), and ancillary materials necessary for test administration (including, but not limited to: test administrator's manuals, scoring guides, interpretation guides, and training materials) forty-five (45) days prior to the end of the contract.
- c. Management Meetings – The Contractor shall:
 - i provide for weekly management meetings between the Contractor and State staff. These weekly management meetings shall include review of the work plan and provide an opportunity to discuss task implementation and status
 - 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
 - (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
- (d) a section that details the invoices submitted and paid
- (e) 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.

- d. 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, item reviews, standard settings, 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 ten working days after each meeting. All records and minutes should be provided in Microsoft Word via email. The Contractor shall review contact information for each meeting and update contact information if changed.
- e. Technical Support Services – The Contractor shall:
 - i operate a dedicated call center for the ELP assessment. The call center shall receive calls and e-mails on all working days from 7:30 a.m. to 4:30 p.m., CST during the period specified in A.5.i. 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. Each quarterly progress report shall contain a section that summarizes, analyzes, and evaluates these 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.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on March 29, 2007 and ending on March 26, 2012. 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 Four Million Sixty Thousand One Hundred Fifty-Seven Dollars and Thirty-Seven Cents (\$4,060,157.37). The Service 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 Service 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 Service 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 Service 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 Service 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. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>Product Description</u>	<u>Cost</u>
Test Specifications – (A.3.b.) Due 30 days after contract start	\$5891.00/ upon completion
Test Feasibility Study – (A.3.c.viii.) Due on or before 12/1/07	\$24, 391.00/ upon completion
Development of ELP Placement Test - (A.3.c.iii.) (including training package) – per approved <u>Placement</u> test form Due on or before 1/15/08	\$30,400.00/ per approved test form
ELP Placement Test Including training package – (A.3.c.iii.b.) Cost per test form (will be purchased by LEA) including shipping	
07-08 School Year	No Charge
08-09 School Year	\$3.09/ per test form
09-10 School Year	\$3.17/ per test form
10-11 School Year	\$3.26/ per test form
11-12 School Year	\$3.34/ per test form
Standard Setting (includes the correlation of ELP to previous assessment if necessary and the options for annual progress measure first year – (A.4.) Due on or before 8/15/07 Cost per form (inclusive of beginner, advanced beginner, intermediate, advanced)	\$42,000.00/ per form
Annual Work Plan (including any teleconferences) (A.5.) Cost Per Work Plan July 1 each year	\$6068.00 per work plan

<u>Product Description</u>	<u>Cost</u>
Technical Support (including call center) – (A.5.i. & A.9.e.)	
Spring 2007 Test Administration	\$2086.00/ upon completion of testing cycle
Spring 2008 Test Administration	\$8276.00/ upon completion of testing cycle
Spring 2009 Test Administration	\$8524.00/ upon completion of testing cycle
Spring 2010 Test Administration	\$8780.00/ upon completion of testing cycle
Spring 2011 Test Administration	\$9043.00/ upon completion of testing cycle
Development of Test Administration Training Materials (electronic version) – (A.5.d.) Due on or before 04/30/07 Total Cost	\$32,900.00/ upon delivery
Test Administration Training Material – (A.5.d.) Cost per hard copy set including shipping	
Spring 2007 Test Administration	\$13.87/ per set
Spring 2008 Test Administration	\$14.28/ per set
Spring 2009 Test Administration	\$14.71/ per set
Spring 2010 Test Administration	\$15.13/ per set
Spring 2011 Test Administration	\$15.58/ per set
Training of State Staff on Training Materials – (A.5.d.) Cost per training session All trainings to be completed before 04/15/07	\$12,200.00/ per training
ELP Test Booklet – (A.5.a.) Cost Per Test including shipping	
Spring 2007 Test Administration	\$5.11/ per test
Spring 2008 Test Administration	\$5.02/ per test

<u>Product Description</u>	<u>Cost</u>
Spring 2009 Test Administration	\$4.94/ per test
Spring 2010 Test Administration	\$3.32/ per test
Spring 2011 Test Administration	\$3.42/ per test
ELP Large Print Test Booklet – (A.5.a.)	
Cost Per Test including shipping	
Spring 2007 Test Administration	\$4.66/ per test
Spring 2008 Test Administration	\$4.80/ per test
Spring 2009 Test Administration	\$4.94/ per test
Spring 2010 Test Administration	\$5.08/ per test
Spring 2011 Test Administration	\$5.24/ per test
ELP Braille Test Booklet – (A.5.a.)	
Cost Per Test including shipping	
Spring 2007 Test Administration	\$66.08/ per test
Spring 2008 Test Administration	\$68.06/ per test
Spring 2009 Test Administration	\$70.11/ per test
Spring 2010 Test Administration	\$72.21/ per test
Spring 2011 Test Administration	\$74.37/ per test
ELP Audio Media (CD) – (A.5.a.)	
Cost per CD including shipping	
Spring 2007 Test Administration	\$5.68/ per test
Spring 2008 Test Administration	\$5.86/ per test
Spring 2009 Test Administration	\$6.02/ per test
Spring 2010 Test Administration	\$6.21/ per test
Spring 2011 Test Administration	\$6.39/ per test

<u>Product Description</u>	<u>Cost</u>
ELP Student Response Document/Media – (A.5.c.) Cost per Document/Media including shipping	
Spring 2007 Test Administration	\$0.52/ per document
Spring 2008 Test Administration	\$0.56/ per document
Spring 2009 Test Administration	\$0.57/ per document
Spring 2010 Test Administration	\$0.58/ per document
Spring 2011 Test Administration	\$0.58/ per document
Teacher Header – (A.5.a.) Cost Per Header including shipping	
Spring 2007 Test Administration	\$0.41/ per header
Spring 2008 Test Administration	\$0.38/ per header
Spring 2009 Test Administration	\$0.39/ per header
Spring 2010 Test Administration	\$0.40/ per header
Spring 2011 Test Administration	\$0.42/ per header
School Listing – (A.5.a.) Cost per list including shipping	
Spring 2007 Test Administration	\$2.24/ per list
Spring 2008 Test Administration	\$2.39/ per list
Spring 2009 Test Administration	\$2.33/ per list
Spring 2010 Test Administration	\$2.40/ per list
Spring 2011 Test Administration	\$2.47/ per list
ELP Test Administration Manual – Including electronic version Pro forma A.5.b. Cost per manual including shipping	
Spring 2007 test administration	\$3.98/ per manual
Spring 2008 test administration	\$4.10/ per manual

<u>Product Description</u>	<u>Cost</u>
Spring 2009 test administration	\$4.23/ per manual
Spring 2010 test administration	\$4.35/ per manual
Spring 2011 test administration	\$4.48/ per manual
Scoring of ELP Tests – (A.6.)	
Cost for all tests	
Spring 2007 Test Administration	\$110,050.00/ upon completion
Spring 2008 Test Administration	\$124,356.00/ upon completion
Spring 2009 Test Administration	\$140,522.00/ upon completion
Spring 2010 Test Administration	\$158,790.00/ upon completion
Spring 2011 Test Administration	\$179,433/ upon completion
ELP LEA Level Data Files – (A.8.a & A.8.c.v.)	
Cost Per System including shipping	
Spring 2007 Test Administration	\$26.93/ per system
Spring 2008 Test Administration	\$37.07/ per system
Spring 2009 Test Administration	\$19.54/ per system
Spring 2010 Test Administration	\$20.13/ per system
Spring 2011 Test Administration	\$20.73/ per system
ELP State Level Data Files - (A.8.a. & A.8.c.v.)	
System CDF-State CDF	
Cost Per CDF	
Spring 2007 Test Administration	\$3535.00/ per CDF
Spring 2008 Test Administration	\$5494.00/ per CDF
Spring 2009 Test Administration	\$1427.00/ per CDF
Spring 2010 Test Administration	\$1470.00/ per CDF
Spring 2011 Test Administration	\$1514.00/ per CDF

<u>Product Description</u>	<u>Cost</u>
ELP Parent/Teacher Interpretive Guide in English and Spanish – Including electronic version – (A.8.c.vi)	
Cost per brochure including shipping	
Spring 2007 Test Administration	\$0.63/ per brochure
Spring 2008 Test Administration	\$0.65/ per brochure
Spring 2009 Test Administration	\$0.68/ per brochure
Spring 2010 Test Administration	\$0.70/ per brochure
Spring 2011 Test Administration	\$0.72/ per brochure
ELP Parent/Teacher Interpretive Guide Translated in Requested Language (only in electronic version) – (A.8.c.vi)	
Cost Per Requested Language	
Spring 2007 Test Administration	\$1200.00/ per requested language
Spring 2008 Test Administration	\$1236.00/ per requested language
Spring 2009 Test Administration	\$1273.00/ per requested language
Spring 2010 Test Administration	\$1311.00/ per requested language
Spring 2011 Test Administration	\$1351.00/ per requested language
Technical Report – (A.8.f.)	
Cost per 15 copies including shipping	
Spring 2007 Test Administration	\$6412.00/ per 15 copies
Spring 2008 Test Administration	\$6604.00/ per 15 copies
Spring 2009 Test Administration	\$6804.00/ per 15 copies
Spring 2010 Test Administration	\$7007.00/ per 15 copies
Spring 2011 Test Administration	\$7212.00/ per 15 copies
ELP Student Level Report – (A.8.c.i.)	
Cost Per Individual Student Report including shipping	
Spring 2007 Test Administration	\$0.91/ per individual student report

<u>Product Description</u>	<u>Cost</u>
Spring 2008 Test Administration	\$1.31/ per individual student report
Spring 2009 Test Administration	\$0.59/ per individual student report
Spring 2010 Test Administration	\$0.60/ per individual student report
Spring 2011 Test Administration	\$0.61/ per individual student report
ELP School Level Reports including Class Roster and School Summary – (A.8.c.i.)	
Cost Per School including shipping	
Spring 2007 Test Administration	\$8.98/ per school
Spring 2008 Test Administration	\$89.99/ per school
Spring 2009 Test Administration	\$16.73/ per school
Spring 2010 Test Administration	\$17.22/ per school
Spring 2011 Test Administration	\$17.75/ per school
ELP LEA Level Reports including School Roster and System Summary – (A.8.c.iii)	
Cost Per System including shipping	
Spring 2007 Test Administration	\$11.75/ per system
Spring 2008 Test Administration	\$65.06/ per system
Spring 2009 Test Administration	\$9.50/ per system
Spring 2010 Test Administration	\$9.79/ per system
Spring 2011 Test Administration	\$10.08/ per system
ELP State Level Reports – Including System Roster, State Summary - (A.8.c.iv.)	
Cost per report including shipping	
Spring 2007 Test Administration	\$727.35/ per system
Spring 2008 Test Administration	\$749.42/ per system
Spring 2009 Test Administration	\$772.12/ per system
Spring 2010 Test Administration	\$795.48/ per system
Spring 2011 Test Administration	\$819.50/ per system

<u>Product Description</u> (Pro-forma reference)	<u>Cost</u>
Annual Storage and Archival – (A.5.I.)	
03/19/07 – 03/18/08	\$1129.00 due at end of archival period
03/19/08 – 03/18/09	\$1163.00 due at end of archival period
03/19/09 – 03/18/10	\$1198.00 due at end of archival period
03/19/10 – 03/18/11	\$1234.00 due at end of archival period
03/19/11 – 03/18/12	\$1271.00 due at end of archival period

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. 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.6. 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.7. 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.8. 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.
- D. STANDARD TERMS AND CONDITIONS:
 - D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof 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.
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- 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 as Attachment 1, 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, riots, wars, strikes, 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 facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Paula Gaddis
DEPARTMENT OF EDUCATION
5th floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Telephone Number: 615 741 3262
Fax Number: 615 253 5706

The Contractor:

Dr. Henry Scherich
MEASUREMENT INCORPORATED
423 Morris Street
Durham, NC 27701
Telephone Number: 919-683-2413
Fax Number: 919-683-1531

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- 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. 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.5. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- E.6. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- 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. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.9. 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.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that::

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.11. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- 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.
- E.13. 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.14. 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.15. 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.16. 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.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principles:

- 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;

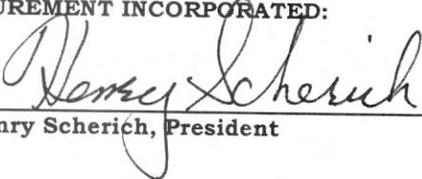
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

~~E.18 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-331.00-009 (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.

IN WITNESS WHEREOF:

MEASUREMENT INCORPORATED:

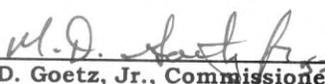
 3/21/07
Dr. Henry Scherich, President Date

DEPARTMENT OF EDUCATION:

 4/2/07
Lana C. Seivers, Commissioner Date

APPROVED:

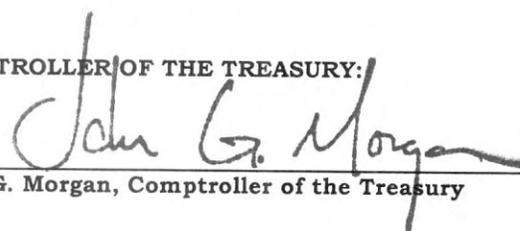
DEPARTMENT OF FINANCE AND ADMINISTRATION:

 6/6/07
M. D. Goetz, Jr., Commissioner Date

DEPARTMENT OF PERSONNEL:

 6/7/07
Deborah E. Story, Commissioner Date

COMPTROLLER OF THE TREASURY:

 6/12/07
John G. Morgan, Comptroller of the Treasury Date

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Measurement Incorporated
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	56-1264255

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.

SIGNATURE & DATE:

Henry Scherich, President 3/21/07

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.

Authorization and Acknowledgement of Compliance

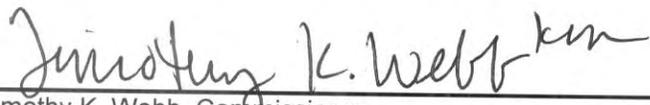
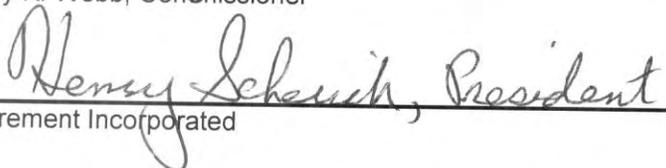
Whereas, State has contracted with Measurement Incorporated on March 29, 2007 through March 26, 2012, for FA-07-20625 relative to the implementation of Title III English Language Proficiency Assessments, and

Whereas, The above referenced contract may require the disclosure by the State to Measurement Incorporated 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 Measurement Incorporated hereby agree as follows:

1. Measurement Incorporated, 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. Measurement Incorporated 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. Measurement Incorporated agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

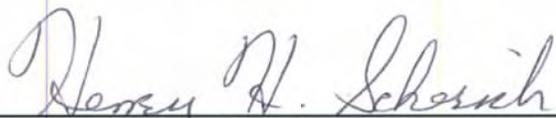
 <hr/> Timothy K. Webb, Commissioner	11/9/07 <hr/> Date
 <hr/> Measurement Incorporated	11/25/08 <hr/> Date

APRIL 2011

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

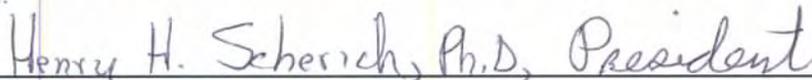
SUBJECT CONTRACT NUMBER:	FA-07-20625-00
CONTRACTOR LEGAL ENTITY NAME:	Measurement, Incorporated
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	561264255

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.

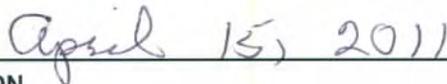


CONTRACTOR SIGNATURE

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.



PRINTED NAME AND TITLE OF SIGNATORY



DATE OF ATTESTATION

October 2011

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA-07-20625-00
CONTRACTOR LEGAL ENTITY NAME:	Measurement, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	561264255

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.

Henry H. Scherich

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.

Henry H. Scherich, Ph.D., President

PRINTED NAME AND TITLE OF SIGNATORY

10/13/11

DATE OF ATTESTATION