



PURCHASING COPY

Contract #

156284

No CONTRACT #

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department Name: Utah State Board of Education Agency Code: 400 Division Name: Office of Education, referred to as (STATE), and the following CONTRACTOR:

Precision Exams LLC

Name: 476 West 50 North Address: American Fork UT 84003 City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor Non-Profit Corporation For-Profit Corporation Partnership Government Agency

Contact Person Edson Barton Phone #801-653-9356 Email ebarton@precisionexams.com Vendor #VC0000164863 Commodity Code #924

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Assist USOE in the development of the General Financial Literacy Assesment Training. 3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 400 520000000, FY 15, Bid#VB15032 or a pre-approved sole source authorization (from the Division of Purchasing) # SS. 4. CONTRACT PERIOD: Effective Date: 02/01/2015 Termination Date: 01/31/2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None. All payments under this contract will be completed within 90 days after the Termination Date. 5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$393,691.00 for costs authorized by this contract. Additional information regarding costs: 6. ATTACHMENT A: State of Utah Standard Terms and Conditions [for goods]; or Terms and Conditions for Professional Services ATTACHMENT B: Scope of Work ATTACHMENT C: Budget ATTACHMENT D: N/A Additional IT Terms and Conditions [For Non-DTS Contracts] Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract. b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #VB15032 dated 10/24/2014.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's signature Date 01/20/2015

Agency's signature Date Bruce S. Wilton 2/4/15

Edson Barton, CEO Type or Print Name and Title

Director, Division of Purchasing Date

Director, Division of Finance

Table with 4 columns: Agency Contact Person, Telephone Number, Fax Number, Email. Row 1: Janice Christensen, 801-538-7623, Fax Number, janicechrisensen@utah.gov

(Revision 10/29/13)

STATE PURCHASING/FEB 09 2015/09:40IN Amy Belliston 1-23-15 date USOE controller

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CHOICE OF LAW, CONTRACT JURISDICTION, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws, rules, codes and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least six (6) years after the contract terminates, or until all audits initiated within the six (6) years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation for Bids or to Multiple Stage Bids.

### 5.1 Status Verification System

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
2. Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Contractor's failure to comply with this Section will be considered a material breach pursuant to Section 27 of this contract.
4. Manually or electronically signing the contract is deemed to be Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Section 63G-12-302, Utah Code, as amended.

### 5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (1) Contractor; (2) Subcontractor at any tier; and/or (3) any entity or person for whom the Contractor or Subcontractor may be liable.
  2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-7, Utah Code, as amended.
  7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to Contractor by the State. Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of Contractor.
  8. **INDEMNITY CLAUSE:** Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, employees, its subcontractors or its subconsultants, at any tier, but not for claims arising from the State's sole negligence, provided that such indemnity obligation is valid only to the extent (a) the State

gives the Contractor notice in writing of any such claims except that such notice is waived to the extent it does not affect the Contractor's ability to defend the claim, and the State hereby permits the Contractor, through counsel of its choice and at the Contractor's sole cost and expense, to answer the claims and defend any related suit with good faith cooperation between the State and Contractor, and (b) the State gives the Contractor, to the extent allowed by law and within the reasonable capabilities of State, all requested information, assistance and authority, at the Contractor's sole cost and expense, to reasonably enable the Contractor to defend such suit. This obligation shall survive termination of the contract. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES CLAUSE:** Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.
10. **SEPARABILITY:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within thirty (30) days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in this contract, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**
  1. Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.
  2. Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
  3. If a notice is delivered under paragraph 1 or 2 of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
  4. Notwithstanding any other paragraph or provision of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.
15. **SALES TAX EXEMPTION:** The State's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** Contractor agrees to warrant and assume responsibility for all products that it licenses, contracts, or sells to the State under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Contractor (seller) acknowledges that all warranties granted to the State (buyer) by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are

not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have under this contract.

17. **INSURANCE:** To protect against liability, loss and/or expense in connection with Contractor's performance described under this contract, Contractor shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. Contractor must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars (\$1,000,000.00) each occurrence and three million dollars (\$3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.

Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.

It shall be the responsibility of Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor.

18. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:** Contractor shall maintain during the term of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.

Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, the Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.

19. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
20. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
21. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within thirty (30) days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PROMPT PAYMENT DISCOUNT:** Contractor may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

23. **PAYMENT:**

1. Payments are normally made within thirty (30) days following the date the order is delivered or the date a correct invoice is received, whichever is later. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15-6-3, Utah Code, as amended. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).

2. The contract total may be changed only by written amendment executed by authorized personnel of the parties.
  3. The acceptance by the Contractor of final payment without a written protest filed with the State within ten (10) working days of receipt of final payment shall release the State from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
- 24. INDEMNIFICATION – INTELLECTUAL PROPERTY:** Contractor warrants that any products provided by Contractor to the State under this contract, if any, including their use by the State in unaltered form, will not, to Contractor's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the effective date of this contract and that arise or are enforceable under the law of the United States of America during the duration of this contract.
- Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to this section.
25. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Contractor each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The State and Contractor each agree that, without prior written consent of the other or as described in this contract, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
  26. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
  27. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: (1) Nonperformance of contractual requirements; (2) A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the contract; (4) Suspend Contractor from receiving future solicitations.
  28. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
  29. **CONFIDENTIALITY:** During the duration of this contract confidential non-public personal information and confidential information ("Confidential Information") may be disclosed to the Contractor.
    1. Confidential Information includes, but is not limited to, names, social security numbers, birth dates, addresses, credit card information, financial account numbers, protected internal Federal or State business processes, policies, procedures, or practices, and information that, by its nature, would be deemed as confidential. The State reserves the right to identify, during and after the term of this contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by the Contractor and anyone for whom the Contractor may be liable.
    2. If Confidential Information is disclosed to the Contractor, the Contractor will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this contract relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this contract and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties except as otherwise agreed to in writing by the State. Contractor will promptly notify the State of any potential or actual misuse or misappropriation of Confidential Information that comes to Contractor's attention.
    3. Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Contractor shall indemnify, hold harmless and defend the State including anyone for whom the State is liable, from claims related to a breach of these confidentiality requirements by the Contractor or anyone for whom the Contractor is liable. This duty of confidentiality shall be ongoing and survive the term of this contract.
    4. Upon termination or expiration of this contract, Contractor will return all copies of Confidential Information to the State or certify, in writing, the destruction thereof.
    5. The State's disclosure of Confidential Information does not transfer ownership of Confidential Information or grant a license thereto to Contractor.

30. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (Section 63G-6a-2404, Utah Code, as amended).
31. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: (1) Attachment A: State of Utah Standard Terms and Conditions; (2) State of Utah Contract Signature Page(s); (3) State Additional Terms and Conditions, if any; (4) Contractor Terms and Conditions, if any. The terms and conditions contained in Attachment A: State Of Utah Standard Terms and Conditions will be given precedence over any provisions including, but not limited to, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by an exception created by a more specific terms elsewhere in the contract.
32. **CONTRACT INFORMATION:** Contractor understands that pursuant to Section 63G-6a-402(6), Utah Code, as amended, requires the issuing procurement unit, as described in Section 63G-6a-103(26), for the duration of any contract, to make available contact information of the winning contractor to the Department of Workforce Services in accordance with Section 35A-2-203, Utah Code, as amended. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State.
33. **WAIVER:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
34. **ENTIRE AGREEMENT:** This contract, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this contract shall prevail in any dispute between the terms of this contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

**If services are applicable to this contract, the following additional terms and conditions apply:**

35. **TIME:** Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this contract and the attachments to this contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
36. **TIME IS OF THE ESSENCE:** For all work and services under this contract, time is of the essence and Contractor shall be liable for all damages to the State and anyone for whom the State may be liable, as a result of the failure to timely complete the scope of work required under this contract.
37. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this contract shall be in the form of a written amendment to this contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
38. **OWNERSHIP IN DELIVERABLES:** Contractor agrees that any deliverables that result from the services it performs for State under the contract, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all right, title and interest in the work and deliverables reside with the State. To the extent any deliverables are deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such deliverables, and all extensions and renewals thereof, to the State. Contractor further agrees to provide all assistance reasonably requested by State in the establishment, preservation and enforcement of its rights in such deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
39. **PERFORMANCE EVALUATION:** The State may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
40. **ADDITIONAL INSURANCE:** In addition to the insurance requirements described in Sections 17 and 18 of this contract, and to protect against liability, loss and/or expense in connection with Contractor's performance of services described under this contract, the Contractor shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, additional insurance as listed below from insurance companies authorized to do business in the State.
  1. The following are minimum coverages that may be in addition to the required insurance requirements of this contract:
    - (1) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.

(2) Any other insurance, including Comprehensive Automobile Insurance, described in the solicitation for this Contract, if applicable.

(3) Any type of insurance or any increase of limits of liability not described in this contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

2. The carrying of insurance required by this contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.
3. Within thirty (30) days of contract award, the Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements.
41. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this contract. The Contractor shall be liable to the State for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
42. **STATE REVIEWS:** The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this contract shall be construed to operate as a waiver by the State of any right under this contract or of any cause of action arising out of the performance or nonperformance of this contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

(Revision date: 15 September 2014)

## ATTACHMENT B: DETAILED SCOPE OF WORK

Precision Exams agrees to perform the services identified in the following Scope of Work:

### Deliverable #1 - Timeline and Capacity

- Configured and operational at the beginning of contract date
- Ability to accommodate initial testing pilot for the delivery of 1000 student exams with available reports as outlined in deliverable #6
- Ability to support the delivery of as many as 44,000 online student exams for the 2014-2015 academic school year and successive academic school years
- Maintain historical year-to-year data on all test items
- Provide test blueprints for each exam that show number of questions and points linked to each program standard
- Provide online training tutorials for users that facilitate effective deployment of the online testing system
- Provide live technical support with available email, phone and toll-free numbers during regular school days 7 am to 4 pm (Mountain time zone) to over 350 different participating school sites
- Make technical support contact information visible for all teachers on teacher proctor screen
- Accommodate daily volume of a minimum 5,000 tests in a six-hour testing window
- Provide real time reporting of test results
- Provide ability to print state credential "passport" at test sites with course standards listed on back side of credential

### Deliverable #2 - Software, Hardware and Capacity

- Ability to integrate the vendor assessment system into the existing Utah public education technology infrastructure
- Be adaptable to fields and reports established with data export capabilities
- Score files with specific student data items and be exportable into the central test administration
- Must be compatible with multiple operating systems. (Windows, Macintosh and Linux environments)
- Must be compatible with multiple Internet browsers: (Internet Explorer, Mozilla Firefox, Chrome, and Safari)
- Must be compatible with desktop, laptop, and tablet devices, e.g., iPad
- System must be maintained on contractor servers
- Run with zero foot print preferred
- Minimal workstation setup requirements
- Load test items and related graphics without creating system slowdowns or outages
- Load tests within 60 seconds and inter-item responses within 5 seconds for school sites with broadband or T1 connections
- Allow for enhanced item types for text and graphic based items. Current examples include: multiple selection, graphic and video clips, hot spot items, drag and drop labeling of images, and drag and drop matching of hot spot items
- Provide a mechanism for restarting interrupted tests after the last item was completed with student item respond data maintained and loss of no more than the last answer the student entered when a testing disruption is experienced

### Deliverable #3 - Access and Security

- Bidder must propose a plan to provide security within the small-footprint environment that secures the system, discourages cheating by students, and creates barriers for hackers
- Allow USOE personnel access to the database management system
- Permit various system administrative rights for accessing data with security levels assigned by USOE
- Ensure that all testing data is secure
- Encrypt data at all levels of transmission
- Automatically erase cached data following the test
- Allow testing access ONLY to approved testing sites and authorized personnel
- Secure all exam items from outside sources
- Agree that USOE retains sole rights to test items, tests developed or revised, and all testing data
- All exam items must be secure from teacher access and only made available to students after a test has been authorized by the teacher within a proctored test environment
- Student access to all test items must be secure until the actual test is authorized for student application in a proctored test environment

### Deliverable #4 - Test Administration

- Bidder must provide a system where various users can register, access and interact with the system and populate system with student, teacher, school, and Local Education Agency (LEA) data
- Logging into the system, setting up accounts, and taking tests must be user friendly and require minimal technical support for students, teachers, and administrators
- A customized process that allows self-registration and login connection to the system using state or district assigned ID numbers
- Permit the connection of electronic test administration agreement forms to the system during registration for teachers and school test coordinators to sign and complete with the ability to update forms annually
- Allow USOE personnel daily system access to manage teacher accounts/reporting fields
- Allow USOE personnel system rights to data/reports connected to state, district, school test coordinator, teacher and student accounts
- Over 41 school districts, charter and applied technology colleges associated with local school districts must be allowed access to testing system
- State, district, and teacher accounts must have access to "real time" reporting data



- District administrators, test coordinators, and teachers must have system administrative rights for accessing data with security levels assigned by USOE to access data/reports connected to all school data associated with their district schools/charter school
- Teachers must be able to connect to multiple schools within the same district to proctor tests for their class using the same login account
- Teachers should have system administrative rights for accessing data with security levels assigned by USOE for reports connected to their specific class, test, and students
- Teachers and students must have access to online training tutorials and instruction
- Minimal set-up time is required for teachers to create classes, set up tests, and prepare for test proctoring
- Teachers must be able to immediately administer exams after the set-up of classes and tests is completed
- All test items must be secure from teacher access and only available to students when test is authorized by the teacher during a proctored test environment
- Provide a means for teachers to mark a “yes” or a “no” in the system for each individual student taking a test as a required performance component necessary for issuing a student credential
- Allow teachers to generate and print both sides of a student credential with full class prints or individual prints when needed
- Allow teachers to edit student demographic information as needed
- Allow teachers to register students as needed
- Allow access to assign sample practice tests for training and testing of system delivery (scores and results of sample tests must not be aggregated with scores and results of official tests)
- Allow teachers to schedule tests within specified testing windows
- Allow teachers to view and print real time class data reports that includes current state averages to date for the respective tested course

#### **Deliverable #5 - Test Delivery**

- Ability to accommodate testing pilot for the delivery of 1000 student exams with available reports as outlined in deliverable #6
- Ability to support the delivery of approximately 44,000 online student exams for the 2014-2015 academic school year and successive academic school years
- Support multiple-choice and enhanced/innovative item types and future test item creation
- Randomize all test items and options during a proctored exam
- Generate a nonrandomized test at the student level to support IEP test accommodations of reading the test to one or more students
- Allow tests submitted prematurely to be reset within a few minutes at any level above the teacher allowing the student to continue
- Provide a timer with a default of 90 minutes, but allow the flexibility to reset the timer or allow additional time within a few minutes any level above the teacher, for those students with an IEP allowing for additional time for testing
- Incomplete tests must be secure from student access outside of the teacher proctored testing environment
- Allow for a test to be issued/reset for a student who has repeated the course within the same year and who did not obtain a credential at the end of the 1st trimester/semester testing
- Support the ability to mark individual student performance requirements by the teacher in the test delivery
- Allow students the ability to move back and forth between all questions in the test
- Allow students the ability to mark/flag questions for review and answer at a later time during the test
- Allow the export of test item data for analysis
- Allow multiple teachers to schedule students for additional tests without creating a new student account
- Provide messaging before students submit a test indicating whether or not all items have been completed

#### **Deliverable #6 - Test Reporting**

- Teachers must be able to print GFL credential (for full or partial class, or for individual students) based upon the total test score equal to or greater than the minimum threshold required performance objective marked “yes” or “no” in the system by the teacher
- System must accommodate the printing of credentials on both front and back, with program standards printed on back
- Create test blueprint reports (number of questions by standard and number of points by standard) with teacher ability to print blueprints in PDF, HTML, and XLS formats for each program area
- Teachers and administrators must be able to run and print a report in PDF, HTML, and XLS formats for the GFL exam that includes the test standards blueprint displaying the number of exam items and item point value for each program standard. It must also include a summary for each student per class indicating the percentage of test items answered correctly associated with each standard and objective
- Teachers and administrators must be able to run and print a summary report for each teacher in PDF, HTML, and XLS formats for the GFL exam. The report must be able to sort data by exam name, number of students tested, number scoring proficient (between 65%-79%), number scoring highly proficient (between 80%-100%) number certified with a credential, percent certified with a credential, and state average certified
- Teachers and administrators must be able to run and print a detail report in PDF, HTML, and XLS formats. The report must be able to sort data by student name, raw score points, percent correct, the performance requirements complete status (Yes or No), pass status (Yes or No), and whether a credential was earned
- District and state administrators must be able to run and print a report summarizing district results in PDF, HTML, and XLS formats. The report must be able to sort data by exam number, exam name, teacher name, number tested, number of students certified with a credential, number scoring proficient (between 65%-79%), number scoring highly proficient (between 80%-100%), average class exam score, average state exam score, and class percentile rank
- USOE personnel must be able to run and print a report summarizing state results in PDF, HTML, and XLS formats.
- The report must display the exam number and name, total number tested, percentage meeting performance requirements, number scoring proficient (between 65%-79%), number scoring highly proficient (between 80%-100%), and average state exam score

- USOE personnel must be able to run and print an item analysis report in PDF, HTML, and XLS formats for the GFL test that shows points possible, mean raw score, mean percentage correct, median score, test reliability, percentage responses for each test option (both distractors and key), p-value for each test item, and item total score correlation. Report must be able to sort test items by standard.
- Test reports must be real time and available at the conclusion of each test
- Vendor must have ability to provide special reporting requests from USOE to accommodate information sharing with state and federal entities

#### **Deliverable #7 - Test Development (Interactive Authoring Tool)**

- Allow for import of current and archived test items into the online delivery system for current use and for future changes/edits
- Connect current and future test items to the test course standards at the objective level
- Any previously developed tests by vendor must show at the standards and objectives level how the existing test instrument aligns with the curricular requirements of the Utah GFL course
- Allow items to be assigned various point values with all or partial credit options per item
- Allow USOE approved item writers to access system and construct tests via online test bank system
- Allow USOE approved item writers to access system and create, modify, edit, and maintain testing items via online system
- Allow USOE approved test items authors to load text, tables, graphical images, video and audio
- Ability to draw from item pool as valid items are added to the test item pool

#### **Deliverable #8 – Psychometric Services**

- Provide psychometric outcome and item analysis services for all tests, including:
  - ✓ frequency distributions for teacher, school, district, and state individual and aggregate test score
  - ✓ group item analysis for end-users
  - ✓ individual score analysis for end-users
  - ✓ test statistics and item analysis
  - ✓ distracter analysis
  - ✓ norm report for classroom, grade level, district, and state
- Provide previous year validation of test revisions to current exams
- Verification of previous year test revision to current standards including blueprint mapping for all revised exams
- Demonstration that item analysis validates state standards
- Assist with on-site teacher group training for test revisions and test development including, but not limited to:
  - ✓ how to understand and develop the overall exam structure as it applies to the test blueprint
  - ✓ how to write valid test items
  - ✓ how to interpret item analysis reports in order to develop new items
  - ✓ and how to create valid and reliable items using a combination of Blooms Cognitive Taxonomy
- Provide on-site test revision and test development facilitation and psychometric services throughout the year for each scheduled test revision session
- Continue to build/edit enhanced item types based on feedback from teacher groups

**General Financial Literacy Student Assessment Program  
Attachment C  
Budget**

<b>YEAR 1 ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
Assessment Development – One Time	Assist USOE in the development of the GFL Assessment. Previously developed and validated financial literacy exam items will expedite development and deployment process (USOE to provide SMEs and cover SME costs) • Cost only applies if PE is directly involved in assessment dev.	\$20,000
Psychometric Services – One Time	Provide needed psychometric analysis and services to ensure high quality, reliability, validity, and legally defensible GFL items and exams • Cost only applies if PE is directly involved in assessment dev.	\$9,000
System Training	Training to all stakeholders throughout UT on implementing GFL	\$ included
Exam Delivery	Per “Deliverable #1” – Exam delivery to all required students (44,000)	\$66,000
Exam Reporting	Instant exam results reporting to all identified UT stakeholders, and integrated exam statistics and item analysis reports for USOE	\$ included
Standards and Exam Maintenance	Maintain and help SMEs and USOE administrators with any needed adjustments to both the GFL standards, exams, and exam items	\$ included
<b>YEAR 1 TOTAL COSTS</b>		<b>\$95,000</b>
<b>YEAR 2 ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
All Exam Services	Includes all Year 1 items, with student growth and inflation increase	\$69,300
<b>YEAR 2 TOTAL COSTS</b>		<b>\$69,300</b>
<b>YEAR 3 ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
All Exam Services	Includes all Year 1 items, with student growth and inflation increase	\$72,765
<b>YEAR 3 TOTAL COSTS</b>		<b>\$72,765</b>
<b>YEAR 4 ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
All Exam Services	Includes all Year 1 items, with student growth and inflation increase	\$76,403
<b>YEAR 4 TOTAL COSTS</b>		<b>\$76,403</b>
<b>YEAR 5 ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
All Exam Services	Includes all Year 1 items, with student growth and inflation increase	\$80,223
<b>YEAR 5 TOTAL COSTS</b>		<b>\$80,223</b>
<b>FIVE YEAR TOTAL COST</b>		<b>\$393,691</b>
<b>FIVE YEAR AVE. COST PER EXAM</b>		<b>\$1.62</b>

Payment will be made after receipt and verification of itemized invoice for products and services on a semi-annual basis for 2 work periods for each year of the contract. One work period will run from Feb. 1 through June 30 and the other work period will run from July 1 through January 31.