

Contract # USBE200033MA



STATE OF UTAH CONTRACT

UTAH STATE BOARD OF EDUCATION

1. **CONTRACTING PARTIES:** This contract is between the Utah State Board of Education, referred to as the State Entity or USBE, and the following Contractor:

Precision Exams, LLC

Name		
<u>610 South 850 East, Suite 100</u>		
Address		
<u>Lehi</u>	<u>UT</u>	<u>84043</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Limited Liability Company

Point of Contact: Edson Barton Phone # 801-653-9356 Email: ebarton@precisionexams.com
Vendor # VC0000164863 Commodity Code # 861

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: General Financial Literacy assessment development, delivery, and reporting (see Attachment C for further details).
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process of Solicitation # USBE-MI20073-SS, in FY20.
4. **CONTRACT PERIOD:** Effective Date: 2/1/2020 Termination Date: 1/31/2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): Five one-year optional renewals.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$660,000.00 for costs authorized by this contract. Additional information regarding cost may be found in the scope of work or other attachments.
6. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for Goods and Services
ATTACHMENT B: State of Utah Standard Information Technology Terms and Conditions
ATTACHMENT C: Scope of Work and Cost Proposal
The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A; 2) other USBE terms and conditions, if any; 3) Scope of Work; 4) this Contract Signature Page; then 5) Contractor terms and conditions, if any. Any limit of liability or limit of the State Entity's rights must be signed by USBE.
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, and, Solicitation #USBE-MI20073-SS.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

CONTRACTOR

Contractor's signature

Date

EDSON BARTON

CEC

Type or Print Name and Title

UTAH STATE BOARD OF EDUCATION

Agency's signature

Date

Scott Jones, Deputy Superintendent of Operations

Type or Print Name and Title

Zac Christensen

Agency Contact Person

801-538-7538

Telephone Number

Fax Number

zac.christensen@schools.utah.gov

Email

ATTACHMENT A: UTAH STATE BOARD OF EDUCATION STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
- 1.1. **"Authorized Persons"** means Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who require access to Data and have a legitimate educational interest in the education records to enable the Contractor to perform its responsibilities under this Contract.
 - 1.2. **"Confidential Information"** means information that is deemed confidential under applicable state and federal laws. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - 1.3. **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - 1.4. **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - 1.5. **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, partners, and subcontractors.
 - 1.6. **"Data"** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.7. **"Destroy" or "Destruction"** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
 - 1.8. **"Educator Data"** includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
 - 1.9. **"Incident"** means the potentially unauthorized access to Data that Contractor believes could reasonably result in the use, disclosure, or theft of Data within the possession or control of Contractor or Contractor's Subcontractors.
 - 1.10. **"Metadata"** includes all information created manually or automatically to provide meaning or context to other data.
 - 1.11. **"Person"** shall have the same meaning as found in Administrative Rule R33-1-1.
 - 1.12. **"Procurement Item," "Good," or "Service"** means a supply, a service, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - 1.13. **"Response"** means the Contractor's bid, proposal, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - 1.14. **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - 1.15. **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - 1.16. **"State of Utah" or "State"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - 1.17. **"Student Personally Identifiable Information" or "PII"** has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
 - 1.18. **"Subcontractor"** means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.
 - 1.19. **"Targeted Advertising"** means advertising to a student or a student's parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.

- 1.20. **"USB E" or "Utah State Board of Education"** means the Utah State Board of Education, the board, and its elected or appointed officers, employees, agents, and authorized volunteers.
2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including 2 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION AND RIGHT TO AUDIT:**
- 4.1. **Records:** Contractor shall maintain records necessary to properly account for Contractor's compliance, performance, and the payments made by USB E to Contractor. These records shall be retained by Contractor for six years after final payment, or until all audits initiated within the six years have been completed, whichever is later.
- 4.2. **Audit:** Contractor agrees to provide, at no additional cost, the State of Utah, federal program staff, USB E staff, and their designees access to questionnaires and internal and external audit reports. This includes the right to audit all such records and Contractor's sites and environments during normal business hours, and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** Contractor shall comply with the requirements of the Status Verification System, also referred to as "E-verify," as required by Utah Code § 13-47-2 et seq.
7. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USB E or the State of Utah. Contractor shall disclose if a current USB E employee is hired during the Contract (e.g., dual employment).
8. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USB E, except as to the specific and limited agency created by the section "Agent Designation" below.
9. **INDEMNITY:** Contractor shall be fully liable for its actions and shall fully indemnify USB E and the State of Utah from all claims arising out of Contractor's performance, without limitation, except for the portion of any claim that is the sole fault of USB E or the State of Utah. Any limitation of Contractor's liability shall not apply to injuries to persons, including death, or to damages to property.
10. **CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract. Contractor shall notify USB E within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.
11. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.
12. **DEBARMENT/SUSPENSION:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USB E within 30 days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:**
- 13.1. **Termination for Cause:** This Contract may be terminated for cause by either party. A party in violation shall be given 10 days' written notice to correct and cease the violations, after which this Contract may be terminated immediately.
- 13.2. **Termination for Convenience:** This Contract may be terminated without cause (for convenience) by USB E upon 30 days' written notice to Contractor.
- 13.3. **Termination by Mutual Agreement:** USB E and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.
- 13.4. **Termination For Nonappropriation of Funds:** Upon 30 days' written notice to Contractor, this Contract may be amended or terminated by USB E if USB E reasonably determines: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under

the terms of this Contract; or (ii) a change in available funds affects USBE's ability to perform under this Contract.

- 13.5.** Contract Closeout: USBE shall pay Contractor for all Procurement Items ordered prior to termination of this Contract and accepted by USBE. USBE's exercise of its right to terminate this Contract shall not relieve the Contractor of any liability to USBE for any damages or claims arising under this Contract. USBE shall not be liable for any penalties or liquidated damages that accrue after the effective date of termination.
- 13.6.** Return or Destruction of Data: Following the termination of this Contract, USBE reserves the right to request a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all data. After USBE has accepted the return of data, declines the return of data, or provides other instructions, Contractor shall immediately destroy all data. If, after 30 days from termination, USBE has failed to make a request regarding data, Contractor shall immediately destroy the data. The Contractor shall notify USBE in writing of the date the data is destroyed.
- 14. SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.
- 15. WARRANTY OF PROCUREMENT ITEMS:** Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Items are suitable for the ordinary purposes for which such Procurement Items are used; (iii) the Procurement Items are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Items are designed and manufactured in a commercially reasonable manner; (v) the Procurement Items are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Items are free of defects. Unless otherwise specified, all Procurement Items provided shall be new and unused of the latest model or design.
- 16. CONTRACTOR'S INSURANCE RESPONSIBILITY:**
- 16.1.** Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.
- 16.2.** The Contractor shall maintain the following insurance coverage:
- 16.2.1.** Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction of the State of Utah at the statutory limits required by said jurisdiction.
- 16.2.2.** Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy shall be no less than \$1,000,000.00 per person per occurrence and \$3,000,000.00 aggregate per occurrence.
- 16.2.3.** If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain Commercial Automobile Liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Contract. The minimum liability limit must be \$1,000,000.00 per occurrence, combined single limit.
- 16.2.4.** If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per occurrence.
- 16.3.** USBE shall be named as additional insured on all commercial general liability policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.
- 16.4.** The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to the USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.
- 16.5.** All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- 16.6.** Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the

expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following the request by USBE, supply to USBE evidence satisfactory to USBE of compliance with the provisions of this section.

- 16.7. USBE reserves the right to require higher or lower insurance limits where warranted.
17. **PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA),
18. **DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.
19. **ACCEPTANCE AND REJECTION:** USBE shall have 30 days after delivery of the Procurement Items to perform an inspection of the Procurement Items to determine if the Procurement Items conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Items by USBE. If the Procurement Item is not rejected, it is presumed to be accepted.
- 19.1. If Contractor delivers nonconforming Procurement Items, USBE may, at its option and at Contractor's expense: (i) return the Procurement Items for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Items; or (iii) obtain replacement Procurement Items from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Items without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
- 19.2. If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.
20. **PAYMENT:** USBE shall make payment within 60 days after it receives a correct invoice by a check sent through the mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made 60 days after USBE receives a correct invoice, then Contractor may add interest in accordance with the Utah Prompt Payment Act. If the Contractor accepts final payment without a written protest to USBE within ten business days of receipt of final payment, Contractor releases USBE and the State of Utah from all claims for payment related to the Contract. USBE's payment for the Procurement Items shall not be deemed an acceptance of the Procurement Items as identified in the Contract and does not release any claims that USBE or the State of Utah may have against Contractor. Contractor shall not charge USBE electronic payment fees.
21. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor represents all Procurement Items are free of all liens and encumbrances and shall indemnify USBE and the State of Utah from any claim brought against USBE or the State of Utah for infringement of a third party's intellectual property. Any limitation of Contractor's liability does not apply to this section.
22. **OWNERSHIP OF PROCUREMENT ITEM:**
- 22.1. Contractor conveys to USBE full ownership and title to all Procurement Items delivered under this Contract. Procurement Items shall be transferred to USBE as work for hire, unless otherwise agreed to in the Contract.
- 22.2. Unless included in the Contract, neither party has any claim to the intellectual property of the other party.
23. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract.
24. **DEFAULT AND REMEDIES:**
- 24.1. Default: Any of the following events may constitute cause for USBE to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements or obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Termination or expiration of this Contract shall not extinguish or prejudice USBE's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Items that has not been cured.
- 24.2. Opportunity to Cure: If the Contractor is in default for non-performance or breach, USBE may issue a written notice of default providing a ten-day period in which Contractor shall have an opportunity to cure. Contractor shall repair, replace, or reimburse USBE, at USBE's discretion, the cost to cover Procurement Items at no charge to USBE. Time allowed for cure will not diminish or eliminate

Contractor's liability for damages.

- 24.3. Additional Remedies:** If the default remains after Contractor has been provided the opportunity to cure, USBE may: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from USBE or the State of Utah; and (v) demand a full refund of any payment USBE has made to Contractor under this Contract for Procurement Items that do not conform to this Contract.
- 25. FORCE MAJEURE:** Neither party to this Contract shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, and/or war, that are beyond that party's reasonable control. USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.
- 26. PUBLICITY:** Contractor shall not use USBE's name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.
- 27. WORK ON STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.
- 28. CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
- 29. WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.
- 30. SUSPENSION OF WORK:** USBE may suspend and reinstate work under this Contract by written notice to Contractor.
- 31. ATTORNEY'S FEES:** The prevailing party in a judicial action to enforce rights under this Contract shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 32. TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.
- 33. DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. USBE and Contractor will mutually agree upon a mediator, or if a mutually agreeable mediator is not selected, USBE will select an independent third party, who shall be a Utah Courts certified mediator, to assist in the resolution of a dispute. USBE and Contractor agree to cooperate in good faith in mediation proceedings.
- 34. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish USBE's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.
- 35. SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.
- 36. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 37. GENERAL DATA PROVISIONS:**
- 37.1. DATA OWNERSHIP:** USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.
- 37.2. AGENT DESIGNATION:** Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving Student Personally Identifiable Information to fulfill the purposes of this contract. Contractor may use the Student Personally Identifiable Information as provided herein, but may not transfer or otherwise convey Student Personally Identifiable Information to any other Person.
- 37.3. COMPLIANCE WITH DATA PRIVACY LAWS:** Contractor, as USBE's agent, shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300 ("IDEA"), and the Utah Student Privacy and Data Protection Act, Utah Code § 53E-9 101 et seq.
- 37.4. DESTRUCTION OF DATA:** If USBE requests the Destruction of PII in Contractor's possession as a result of this Contract, Contractor shall Destroy the information within five calendar days after the

date of the request. Contractor shall provide USBE with written confirmation of the date the data is Destroyed.

37.4.1. USBE retains the right to use the established operational services to access and retrieve Data stored on Contractor's infrastructure at its sole discretion.

37.5. ACCESS TO DATA:

37.5.1. Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.

37.5.2. Contractor shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.

37.5.3. Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.

37.5.4. Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.

37.5.5. Contractor shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

37.6. USE AND DISCLOSURE OF DATA:

37.6.1. Contractor shall not collect, use, or share Data beyond the purposes set forth as follows:

37.6.1.1. To carry out the Contractor's responsibilities listed in the Statement of Work.

37.6.2. Contractor shall share Data only for the purposes stated in the Statement of Work and only with the following entities:

37.6.2.1. Law enforcement agencies or individuals only as authorized by law or court order. Contractor receives such a request, Contractor shall notify USBE within two business days of the receipt of the request, as permitted by law.

37.6.3. If Contractor seeks to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered an Incident. The following methods shall be used on any aggregated reports:

37.6.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.

37.6.3.2. Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.

37.6.4. Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:

37.6.4.1. For adaptive learning or customized student learning purposes.

37.6.4.2. To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.

37.6.4.3. To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party;

37.6.4.4. To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.

37.6.4.5. To use Data to allow or improve operability and functionality of the third-party contractor's application.

37.6.5. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractors provided that all parties remain in compliance with this Contract.

37.7. SECURITY AND PROTECTION OF DATA:

37.7.1. Contractor shall notify USBE of material system changes that may negatively impact the security

of Data prior to such changes being implemented.

37.7.2. If Contractor is given Data as part of this Contract, the protection of Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Data. Contractor shall safeguard the confidentiality, integrity, and availability of Data.

37.7.3. Contractor shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (<https://dts.utah.gov/policies>).

37.7.4. Contractor shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.

37.7.5. Contractor shall store and maintain all Data in data centers located only within the United States.

37.7.6. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).

37.7.7. Contractor shall store all Data, as well as any backups made of that data, in encrypted form using no less than 128-bit key and include all Data as part of a designated backup and recovery process.

37.7.8. Contractor shall enforce strong password protections on all devices and networks with access to or that store Data.

37.8. INCIDENTS:

37.8.1. If Contractor becomes aware of an Incident involving Data by either Contractor or any of Contractor's Subcontractors, Contractor shall notify USBE within one calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.

37.8.2. Contractor shall produce a written remediation plan that includes information about the cause and extent of the Incident, and the actions Contractor will take to remediate the Incident and reduce the risk of incurring a similar type of Incident in the future. Contractor shall present its analysis and remediation plan to USBE within ten calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse USBE for the reasonable costs thereof.

37.8.3. In the event of an Incident, Contractor shall provide USBE or its designated representatives with access 7 days a week, 24 hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

37.8.4. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

37.8.5. Disclosure of Data by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

ATTACHMENT B: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

This is for a contract of information technology procurement items and must be accompanied by the State of Utah Standard Terms and Conditions. The definitions in Attachment A apply to this Attachment.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the State of Utah; or (C) have access to or receive any State Data or Confidential Information during the course of performing this Contract.
 - b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access State Data to enable the Contractor to perform its responsibilities under this Contract.
 - c. "Custom Deliverable" means the Work Product that Contractor is required to deliver under this Contract.
 - d. "Data Breach" means the unauthorized access by a non-authorized person(s) which results in unauthorized acquisition of State Data and compromises the security, confidentiality, or integrity of State Data. It is within State Entity's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.
 - e. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.
 - f. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.
 - g. "Personal Data" means data that includes information relating to a person that identifies the person by a person's first name or first initial and last name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
 - h. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
 - i. "Security Incident" means the potentially unauthorized access by non-authorized persons to State Data that Contractor believes could reasonably result in the use, disclosure or theft of State Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach. It is within the State Entity's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.
 - j. "State Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created or in any way originating with the State of Utah whether such data or output is stored on the State of Utah's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah or by the Contractor. State Data also includes any federal data that the State of Utah controls or maintains that is protected under federal laws, statutes, and regulations.
 - k. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State of Utah or State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **CONTRACTOR ACCESS TO SECURE STATE FACILITIES, STATE DATA, AND TECHNOLOGY:** If an employee of Contractor or a Subcontractor is required to complete a Federal Criminal Background Check or said employee of Contractor or a Subcontractor will have Access to Secure State Facilities, State Data, and Technology, Contractor shall provide State Entity with sufficient personal information (at Contractor's own expense) so that a Federal Criminal Background Check may be completed by State Entity, at State Entity's expense.
 3. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the State Entity's drug-free workplace policies while on the State Entity's premises. The State Entity will provide Contractor with a copy of these written drug-free workplace policies upon request.
 4. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the State Entity's applicable code of conduct.
 5. **HARDWARE WARRANTY:** Contractor agrees to warrant and assume responsibility for all hardware portions of any Good or Custom Deliverable, that it licenses, contracts, or sells to DTS under this Contract, for a period of one (1) year. Contractor acknowledges that all warranties granted to DTS by the Uniform Commercial Code of the State of Utah apply to this Contract. Product liability disclaimers and/or warranty disclaimers from Contractor are not applicable to this Contract. In general, the Contractor warrants that the hardware:

(a) will perform as specified in the Proposal; (b) will live up to all specific claims listed in the Proposal; (c) will be suitable for the ordinary purposes for which the hardware is used; (d) will be suitable for any special purposes that DTS has relied on Contractor's skill or judgment to consider when it advised DTS about the hardware in the Proposal; (e) the hardware has been properly designed and manufactured; and (f) is free of significant defects or unusual problems about which DTS has not been warned.

6. **SOFTWARE WARRANTY:** Contractor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Procurements Items, that Contractor licenses, contracts, or sells to the State Entity under this Contract, will: (a) perform in accordance with the specific claims provided in the Response and any specifications agreed to in writing between the State Entity and Contractor; (b) be suitable for the ordinary purposes for which such software is used; (c) be suitable for any special purposes that the State Entity has relied on Contractor's skill or judgment to consider when it advised the State Entity about the software in its Response; (d) have been properly designed and manufactured; and (e) be free of significant defects or unusual problems about which the State Entity has not been warned. Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems.
7. **UPDATES AND UPGRADES:** Contractor grants to the State Entity a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the term of this Contract. Such upgrades and updates are subject to the terms of this Contract. The State Entity shall download, distribute, and install all updates as released by Contractor during the Contract Period.
8. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Procurement Item that Contractor provides under this Contract, Contractor will use commercially reasonable efforts to respond to the State Entity in a reasonable time.
9. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given State Data as part of this Contract, the protection of State Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of State Data. To the extent that Contractor is given State Data, Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The State Entity reserves the right to verify Contractor's adherence to the following conditions to ensure they are met during the life of the Contract:
 1. **Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:
 - (1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);
 - (2) Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - (3) Any generally recognized comparable standard that Contractor then applies to its own network and is approved by the State Entity in writing.
 2. **State Data Security:** Contractor agrees to protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah as identified in *DTS Policy 5000-0002*. These security measures include but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The State Entity reserves the right to determine if Contractor's level of protection adequately meets the State Entity's security requirements.
 3. **State Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with the State Entity shall take place via secure means (ex. HTTPS or FTPS).
 4. **State Data Storage:** Contractor agrees that all State Data will be stored and maintained in data centers in the United States. Contractor agrees that no State Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-State Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
 5. **State Data Encryption:** Contractor agrees to store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
 6. **Password Protection:** Contractor agrees that any portable or laptop computer that has access to the State Entity or State of Utah network, or stores any State Data is equipped with strong and secure password protection.
 7. **State Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no State Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Entity.
 8. **State Data Destruction:** The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the State Entity, whichever shall come first, unless the State Entity provides Contractor with a written directive. It is understood by the parties that the State Entity's written directive may request that certain data be preserved in accordance with applicable law.

9. **Services Shall Be Performed Within United States:** Contractor agrees that all of the services related to State Data will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.
10. **SECURITY INCIDENT NOTIFICATION:** Contractor shall immediately inform the State Entity of any Security Incident. Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the State Entity should be handled on an urgent, as-needed basis as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
11. **DATA BREACH RESPONSIBILITIES:** Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request). Contractor shall immediately inform the State Entity of any Data Breach. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the State Entity by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend the State Entity and the State of Utah against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the State Entity. Contractor shall be responsible for all notification and remedial costs and damages.
12. **STATE INFORMATION TECHNOLOGY POLICIES:** If applicable, Contractor agrees to comply with the following State of Utah Department of Technology Policies which are available upon request:
1. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** The Enterprise Application and Database Deployment Policy requires any Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable state and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
 2. **DTS policy 4000-0002, Enterprise Password Standards Policy:** Any Contractor developing software for the State must ensure it is built to follow the password requirements outlined in the Enterprise Password Standards Policy.
 3. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** The Software Development Life Cycle Policy requires any Contractor developing software for the State to work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
 4. **DTS Policy 4000-0004, Change Management Policy:** Per the Change Management Policy, any Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Following this notification, any outages or Data Breaches which are a direct result of Contractor's failure to comply with DTS instructions and policies following notification will result in Contractor's liability for any and all damages resulting from or associated with the outage or Data Breach.
13. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Procurement Item to the State Entity or provide any Procurement Item for download from the Internet, if approved in writing by the State Entity. Contractor must take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and is reminded that failure to do so may constitute a breach of obligations owed to the State Entity under this Contract. Contractor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes State Data that Contractor processes or stores must be delivered within the specifications of this Contract.
14. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity. To the extent that the Custom Deliverables are not recognized as work made for hire, Contractor shall assign to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
- Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables.

- 15. PROTECTION AND USE OF RECORDS:** The State Entity shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State Entity.
- 16. RETURN OF DOCUMENTS AND DATA:** All documents and data pertaining to work required by this Contract will be the property of the State Entity, and must be delivered to State Entity within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any documents and data that may be returned under provisions of this Section must either be in the format as originally provided, or in a format that is readily usable by the State Entity or that can be formatted in a way that it can be used. The costs for returning documents and data to the State Entity are included in this Contract.
- 17. SURVIVORSHIP:** Any terms that by their nature would survive the expiration of, completion, or termination of this contract shall survive.
- 18. COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractors must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.
- 19. RIGHT TO AUDIT:** Contractor agrees to, upon written request, permit the State Entity, or a third party designated by the State Entity, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards.

If Services are applicable to this Contract, the following terms and conditions apply to this Contract:

- 20. TIME IS OF THE ESSENCE:** The Procurement Items shall be completed by any applicable deadline stated in this Contract. For all services, time is of the essence. Contractor shall be liable for all damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely complete the services required under this Contract.
- 21. STANDARD OF CARE:** The services of Contractor and its Subcontractors 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. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

(Revision Date: 6/15/2016)

ATTACHMENT C: REVISED DEVELOPMENT DETAILED SCOPE OF WORK AND COST PROPOSAL

The Utah General Financial Literacy (GFL) program as enacted by the Legislature of the State of Utah under Utah Code Sections 53A-13-108 and 53A-13-110 has completed initial phases of implementation, including alpha assessment development, delivery and reporting. These phases were implemented under contract 156284. It is the desire of the Utah State Board of Education to complete more of its work and resolve unintended work items by revising the Scope of Work. The foundational parts of the program were launched through an assessment that could be used as a first-year pilot. That part of the project can now be analyzed and reviewed for program improvement. Additional parts of the program were intended to be implement after the initial year. Furthermore, a *Program Review Audit of the GFL graduation requirement was completed. Recommended items and actions from the Program Review audit, where applicable, are also included in this SOW. This revised SOW is to build on what has been done to further the purposes of the GFL program.

As part of this work, it is understood that the USBE will provide appropriate USBE personnel, Subject Matter Experts (SMEs) and student candidate users (Candidates) to participate as appropriate in the various development phases as needed. Additionally, it is understood that Procurement Items provided under this Contract that are added to or are a part of the Contractor's included services, systems, and content are not considered Work for Hire and, except as otherwise agreed upon in this Contract, there are no Custom Deliverables provided under this Contract, and that the Contractor shall have equal rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and exam content and may use it for its own purposes for its customers other than those contemplated under this USBE Contract. USBE shall still own GFL exam content and data under this Contract.

Precision Exams, LLC (Contractor) agrees to perform the services identified in the following Scope of Work:

1) Deliverable 1 – Revise the GFL exam to meet updated Utah Strands and Standards

- a) Alignment of updated Utah GFL strands & standards programs.
 - i) Align GFL specifically to financial programs and standard sets to ensure completeness and transferability, including with local post-secondary institutions.
 - ii) Create specific crosswalks with other financial program standard sets with a referenceable crosswalk document. Provide a basis document from which Utah can provide specific content to be added or redacted as necessary.
 - iii) Perform validation study with identified stakeholders of proposed Strands and alignment documentation.
- b) Perform GFL exam and item review, revision, and enhancements.
 - i) Arrange Subject Matter Experts (SME) to perform exam revisions. Work includes:
 - (1) Ensure continued current content alignment to updated GFL Strands/Standards.

- (2) Identify and fill content gaps with new exam items that align with updated GFL Strands/Standards.
 - (3) Develop a new exam blueprint to align with updated GFL Strands/Standards.
 - (4) Ensure item and exam content validity.
- ii) Beta-phase Content Review: To ensure that each proposed exam item:
- (1) is rationally related to the specified testing objective, as demonstrated by a chain of reasoning which includes scenario statements;
 - (2) operates at the appropriate level of cognitive skill (e.g., designed for the “application” level of the desired cognitive skill);
 - (3) adheres to general psychometric principles regarding the development of valid and reliable exams.
- iii) Item-Analysis: Analysis of item-level data gathered from beta-testing including the computation and examination of any statistical property of examinees’ responses to an individual test item. Item parameters to review include:
- (1) Item validity: item difficulty, mean and variance of item response (describe the distribution of responses to a single item);
 - (2) Item discrimination (describe the degree of relationship between responses to the item and total exam scores);
 - (3) Item reliability (a function of item variance and relationship to exam scores)
- iv) Time Selection Matrix: Average item response times will be collected and analyzed during beta testing and continually monitored throughout the life-span of the exam. Item times are initially used to qualify and reinforce the selection of objective criteria which match the exam specifications guideline.
- v) Post Beta Item Selection and Blueprint Matching: Upon item analyses completion, the recommended subset of items for form assembly will be made.
- vi) Maximum Exam Time Analysis and Adjustment: Once the psychometric item selection process has concluded, analyses are performed to determine the average time beta-examinees required to complete each item. On the basis of this information, a final round of item selection is performed (if necessary) to adjust the sum of the average completion times to the specified exam sitting time.
- vii) Equivalent Forms Development: The purpose of establishing equivalent forms is to create comparable scores on different exams that measure the same construct. SME groups will

work with psychometric staff to develop equivalent forms for eventual inclusion in the GFL exam delivery.

viii) Develop practice test items for end-of-course assessments per Strand and Standard for use as preparation for taking the GFL exam.

2) Deliverable 2 - Establish minimum standards to demonstrate proficiency for the General Financial Literacy Exam (4501)

- a) Perform the evaluation to establish the appropriate and fair passing standard based on the final GFL exam forms (cut score analysis).
 - i) Use a Modified Angoff approach to establishing the GFL passing score.
 - ii) Identify SMEs (both educator and industry) to participate in cut score research.
 - iii) Determine if we can utilize current student exam scores for cut score research, or if new student candidate data is required (depends on changes to existing GFL standards and items).
 - iv) If students are needed, identify student candidates to participate in cut score research.
 - v) Gather SME and Student Candidate groups and perform research.
 - vi) Analyze data and present conclusions.
 - vii) Reassess and validate conclusions with SMEs to establish a cut score.*

3) Deliverable 3 – Modify the test delivery system to include updated GFL exam form

- a) Update exam Strands and Standards within the exam delivery system.
- b) Update the GFL exam form within the exam delivery system.
- c) Include a passing score for the GFL exam.
- d) Design a new and unique GFL certification exam certificate.
- e) Upload the new GFL certification certificate template into the exam delivery system.
- f) Perform all necessary QA functions on new GFL exam, passing score, score reporting, and certificate performance.
- g) Beta test updated GFL performance with sample group.

4) Deliverable 4 – GFL assessment reporting

- a) In coordination with the USBE, develop a plan to analyze the results of the GFL end-of-course assessment that includes:

- i) an analysis of the end-of-course assessment results by standard; and
 - ii) average scores statewide and by LEA and school.
- b) Develop report criteria for annualized report to appropriate legislative stakeholders and task force to:
 - i) measure student learning growth and proficiency in financial and economic literacy; and
 - ii) assess the effectiveness of instruction in financial and economic literacy by strand/standard.
 - iii) Reporting criteria can only be developed from currently structured data warehouse output fields in the GFL exam delivery system and collected data inputs.
- c) Report data to be provided in standard system format.

5) Deliverable 5 – System delivered GFL awareness and incentive options

- a) Provide the following online resources a student may access to prepare to take the end-of-course GFL assessment:
 - i) the standards and objectives for the end-of-course GFL assessment;
 - ii) information on resources from which the student can learn about financial literacy concepts.
- b) Add messaging capabilities to score reports and certificate delivery to provide information on resources from which the student can learn about financial literacy concepts, programs, and opportunities. Messaging options could include:
 - i) Printed and distributed on student score reports.
 - ii) Printed and distributed on student certificates.
 - iii) Emailed to students upon completing GFL assessment.

6) Deliverable 6 – Annual GFL program maintenance and implementation

- a) Work with interested public, private, and nonprofit entities on an ongoing basis to:
 - i) identify and make available to teachers online resources for financial and economic literacy education, including modules with interactive activities and turnkey instructor resources.
 - ii) identify and make available to students online resources for ongoing information and opportunities for financial and economic literacy.
- b) Implement planned phases of Deliverable 5 to develop a financial and economic literacy *accountability measurements* to track student mastery of financial and economic literacy concepts.

- c) Provide ongoing exam development and psychometric services to ensure GFL assessments and certificates are valid on an annual basis and meet the changing landscape of financial and economic literacy.
 - i) Provide psychometric outcome and item analysis services for all tests, including:
 - (1) frequency distributions for teacher, school, district, and state individual and aggregate test score
 - (2) group item analysis for end-users
 - (3) individual score analysis for end-users
 - (4) test statistics and item analysis
 - (5) distracter analysis
 - (6) norm report for classroom, grade level, district, and state
 - ii) Provide verification and validation of previous year test revisions to current strands and standards including blueprint mapping for revised exam.
 - iii) Demonstration that item analysis validates updated standards
 - iv) Assist with on-site SME group training for test revisions and test development including, but not limited to:
 - (1) how to understand and develop the overall exam structure as it applies to the test blueprint
 - (2) how to write valid test items
 - (3) how to interpret item analysis reports in order to develop new items
 - (4) and how to create valid and reliable items using a combination of Blooms Cognitive Taxonomy
 - v) Provide on-site test revision and test development facilitation and psychometric services for scheduled test revision sessions.
 - vi) Continue to build/edit enhanced item types based on feedback from SME groups.
- d) Modify GFL exam reports to reflect desired outcomes and needed data analysis.
- e) Perform system maintenance updates to ensure GFL assessment delivery is current with new technology stacks.

- f) Update and modify messaging to score reports and certificate delivery to provide information on resources from which the student can learn about financial literacy concepts, programs, and opportunities.
- g) Update annual exam Strands and Standards changes within the exam delivery system.
- h) On-going exam monitoring at regular intervals to ensure that specified psychometric parameters remain in force as the size of the sample, or number of examination results, increases.
- i) Update annual changes to the GFL exam form within the exam delivery system.
- j) Modify, as needed, the passing score for the GFL exam, and make necessary changes to the GFL certification exam certificate.
- k) Perform all necessary QA functions on updated GFL exam, passing score, score reporting, and certificate performance.

7) Auditor Report findings and suggestions which create additions to the scope of work for consideration and implementation within GFL Assessment Contract

- a) Student Gains are Not Consistently Measured
 - i) A pre- and post-assessment will be included within this new agreement.
- b) The GFL Assessment is Not Offered to All Students
 - i) USBE in partnership with PE is developing a new teacher orientation and certification protocol for all public high schools in Utah to ensure awareness (including opt-out provisions) and increase compliance with existing statute and rule. The Utah CTE Skill Certificate Test Coordinator Agreement will be considered.
 - ii) USBE/GFL will also be adopting the CTE Skill Certification Program-Performance Accountability Report.
- c) GFL Assessment Needs Significant Improvement
 - i) USBE in partnership with PE and a group of SME that include Office of the State Auditor "Program Review" Staff (Cole Kelley, Karsten Walker) have been meeting, reviewing, and adjusting the GFL Assessment. The State Auditor attended the first meeting.
 - ii) The new assessment was tested to over 600 students in the Alpine District who participated in the SME classroom.
 - iii) The data from the new/modified exam was analyzed by the SME, Auditor, and others.
 - iv) Final modifications were detailed and added to the exam. Delivery of exam will begin Fall of 2019.
- d) GFL assessment Data quality should be improved – no new initiatives needed.
- e) USBE Report GFL proficiency to strengthen school accountability
 - i) As a result of this "Program Review", PE has provided the same analytic capabilities for student performance (reports, etc.) to GFL educators that CTE educators have historically benefited from here in Utah. LEA Assessment Directors also have access to student performance analytics "within the same school or district".

- ii) Statewide aggregate reports are being developed to address the request for a “statewide average” analysis. Once completed, this data will be housed on the USBE assessments Website.
- f) USBE expand GFL Assessment Reporting to at least match the level of detail of CTE Assessment Reporting.
 - i) As a result of this “Program Review”, PE has provided the same analytic capabilities for student performance (reports, etc.) to GFL educators that CTE educators have historically benefited from here in Utah. LEA Assessment Directors also have access to student performance analytics “within the same school or district”.

8) Budget and Invoicing

See **Attachment C (Continued) – Cost Proposal** for further details. At the beginning of each year, USBE may create a delivery order (D.O.) against this master contract for Contractor that provides the allowable invoice amount for their contract for the year. The D.O. will then be available for Contractor to provide invoices to USBE for processing as per the contract. If applicable, all invoices must include the D.O. number and the contract number.

Upon completion of deliverables, Contractor shall submit invoices electronically to invoices@schools.utah.gov and to the USBE Program Manager identified below for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.

Invoices shall include the following:

- a. Contractor Name
- b. Uniquely identifiable invoice number
- c. Invoice date
- d. Contract Number and D.O. Number
- e. Recipient Entity’s contact information (phone number and email address)
- f. Contractor’s authorized signature
- g. Date(s) goods/services were provided
- h. Description of goods and/or services for which payment is requested
- i. Dollar amount requested.

Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.

All payments made to the Contractor under this agreement shall be made in the name of the Contractor, as it appears in this agreement. All payments will be sent to the Contractor to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.

To obtain payment for the goods and/or services authorized by this agreement, Contractor shall submit the itemized invoice together with supporting documentation of work performed. USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.

Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

9) Project Management

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

Utah State Board of Education:

Program Manager: Brandon Jacobson, Educational Specialist, 801-538-7946,
brandon.jacobson@schools.utah.gov

Contract Manager: Zachary Christensen, Director of Purchasing, 801-538-7538,
zac.christensen@schools.utah.gov

Precision Exams, LLC:

Edson Barton, Chief Executive Officer, 801-653-9356, ebarton@precisionexams.com

ATTACHMENT C (Continued) - COST PROPOSAL

PRECISION EXAMS

QUOTE FOR

**GENERAL FINANCIAL LITERACY: REVISED DEVELOPMENT SCOPE OF WORK
1 FEBRUARY 2020 – 30 JUNE 2025**

DATE: 16 September 2019

USBE REQUESTING DEPARTMENT: Career and Technical Education (CTE)

CONTACT: Wendi Morton, CTE Coordinator, wendi.morton@schools.utah.gov

COMPANY INFORMATION

Legal Company Name:	Precision Exams LLC
UT Vendor Number:	VC0000164863
Filing Type:	Limited Liability Company; Corporation
Company Address:	610 South 850 East, Lehi, UT 84043
Phone:	801.653.9356
Fax:	866.585.4930
Email:	ebarton@precisionexams.com
Web Address:	www.precisionexams.com
Authorized Officer:	Edson Barton, CEO

BUDGET AND SCOPE OF WORK RESPONSE

Precision Exams (PE) will accomplish the SOW only as it has indicated in its GFL SOW Response table below and according to the following Budget. The addition of a pre- and post- assessment combination to consistently measure student gains, effectively doubles the assessment delivery, maintenance, training, and other delivery related work; however, this Budget only contemplates an approximate twenty five percent cost increase over previous annual GFL assessment program costs, so as to maintain the Budget under legislated funding levels.

BUDGET

YEAR	DESCRIPTION	COST
½ Year: 1 FEB 2020 – 30 JUNE 2020	- Consistent assessment delivery per existing GFL protocols to all required Utah students. - Training to all stakeholders throughout UT on GFL implementation. - Instant assessment results reporting to all identified UT stakeholders, and integrated assessment statistics and item analysis reports for USBE. - Revise the GFL assessment to meet updated Utah Strands and Standards. - Perform post beta item selection and blueprint matching with identified stakeholders.	\$86,876
YEAR 1: 2020–2021	- Provide pre- and post-assessments delivery to all required Utah students to consistently measure student gains; includes student growth and inflation increases. - Training to all stakeholders throughout UT on GFL implementation. - Instant assessment results reporting to all identified UT stakeholders, and integrated assessment statistics and item analysis reports for USBE. - Implement into system GFL assessment revisions per GFL committee post-beta testing and beta item analysis. - Provide psychometric and content verification and validation of assessment to that year's strands and standards and assessment revisions.	\$106,386
YEAR 2: 2021–2022	- Provide pre- and post-assessments delivery to all required Utah students to consistently measure student gains; includes student growth and inflation increases. - Training to all stakeholders throughout UT on GFL implementation. - Instant assessment results reporting to all identified UT stakeholders, and integrated assessment statistics and item analysis reports for USBE. - Provide ongoing assessment development and psychometric services to ensure GFL assessments and certificates are valid on an annual basis and meet the changing landscape of financial and economic literacy. - Provide annual GFL program maintenance and implementation efforts including working with GFL stakeholders to implement ongoing accountability measurements.	\$109,578
YEAR 3: 2022–2023	Provide pre- and post-assessments delivery to all required Utah students to consistently measure student gains; includes student growth and inflation increases.	\$112,865

	• Training to all stakeholders throughout UT on GFL implementation. • Instant assessment results reporting to all identified UT stakeholders, and integrated assessment statistics and item analysis reports for USBE. • Provide ongoing assessment development and psychometric services to ensure GFL assessments and certificates are valid on an annual basis and meet the changing landscape of financial and economic literacy. • Provide annual GFL program maintenance and implementation efforts including working with GFL stakeholders to implement ongoing accountability measurements.	
YEAR 4: 2023–2024	• Provide pre- and post-assessments delivery to all required Utah students to consistently measure student gains; includes student growth and inflation increases. • Training to all stakeholders throughout UT on GFL implementation. • Instant assessment results reporting to all identified UT stakeholders, and integrated assessment statistics and item analysis reports for USBE. • Provide ongoing assessment development and psychometric services to ensure GFL assessments and certificates are valid on an annual basis and meet the changing landscape of financial and economic literacy. • Provide annual GFL program maintenance and implementation efforts including working with GFL stakeholders to implement ongoing accountability measurements.	\$116,251
YEAR 5: 2024–2025	• Provide pre- and post-assessments delivery to all required Utah students to consistently measure student gains; includes student growth and inflation increases. • Training to all stakeholders throughout UT on GFL implementation. • Instant assessment results reporting to all identified UT stakeholders, and integrated assessment statistics and item analysis reports for USBE. • Provide ongoing assessment development and psychometric services to ensure GFL assessments and certificates are valid on an annual basis and meet the changing landscape of financial and economic literacy. • Provide annual GFL program maintenance and implementation efforts including working with GFL stakeholders to implement ongoing accountability measurements.	\$119,739
TOTAL CONTRACT COST		\$651,695

Total Cost Not to Exceed ____ Up to \$660,000 ____

This is cost inclusive of everything needed to accomplish the requirements as outlined in the GFL SOW RESPONSE. Any additional goods/services are optional and are subject to approval by both parties.

Payments to be invoiced quarterly, beginning in 1 February 2020 through 31 March 2020 and then continuing each quarter thereafter until 30 June 2025.

GFL SOW RESPONSE

This GFL SOW RESPONSE incorporates the following statement from the document GFL_SOW_2019_Contract - Revised Development (002) provided to Precision Exams in the request for a quote: *"As part of this work, it is understood that the USBE will provide appropriate USBE personnel, Subject Matter Experts (SMEs) and student candidate users (Candidates) to participate as appropriate in the various development phases as needed."*

Unless otherwise noted, PE will accomplish this SOW utilizing its standard certification systems and services, and new systems and services are not contemplated unless specifically noted by PE.

GFL SOW ITEM	PE SOW RESPONSES
1) Deliverable 1 – Revise the GFL exam to meet updated Utah Strands and Standards a) Alignment of updated Utah GFL strands & standards programs. i) Align GFL specifically to financial programs and standard sets to ensure completeness and transferability, including with local post-secondary institutions. ii) Create specific crosswalks with other financial program standard sets with a referenceable crosswalk document. Provide a basis document from which Utah can provide specific content to be added or redacted as necessary. iii) Perform validation study with identified stakeholders of proposed Strands and alignment documentation. b) Perform GFL exam and item review, revision, and enhancements. i) Arrange Subject Matter Experts (SME) to perform exam revisions. Work includes: (1) Ensure continued current content alignment to updated GFL Strands/Standards. (2) Identify and fill content gaps with new exam items that align with updated GFL Strands/Standards. (3) Develop a new exam blueprint to align with updated GFL Strands/Standards. (4) Ensure item and exam content validity. ii) Beta-phase Content Review: To ensure that each proposed exam item: (1) is rationally related to the specified testing objective, as demonstrated by a chain of reasoning which includes scenario statements; (2) operates at the appropriate level of cognitive skill (e.g., designed for the "application" level of the desired cognitive skill); (3) adheres to general psychometric principles regarding the development of valid and reliable exams. iii) Item-Analysis: Analysis of item-level data gathered from beta-testing including the computation and examination of any statistical property of examinees' responses to an individual test item. Item parameters to review include: (1) Item validity: item difficulty, mean and variance of item response (describe the distribution of responses to a single item);	1)a) Working with SME's, Precision Exams can provide the framework to accomplish the strands and standards alignment and mappings, and the validation study contemplated under this SOW. The number and scope of the work in this section is undefined and is therefore not included in the Budget. 1)b)i) Working with SME's, Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program. Some of the scope of the work in this section is undefined and is therefore not included in the Budget. 1)b)ii) Working with SME's, Precision Exams can provide the framework to accomplish this section of work equal to its work with the CTE Skills Certification program. Some of the scope of the work in this section is undefined and is therefore not included in the Budget. 1)b)iii) Working with SME's, Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program.

(2) Item discrimination (describe the degree of relationship between responses to the item and total exam scores); (3) Item reliability (a function of item variance and relationship to exam scores) iv) Time Selection Matrix: Average item response times will be collected and analyzed during beta testing and continually monitored throughout the life-span of the exam. Item times are initially used to qualify and reinforce the selection of objective criteria which match the exam specifications guideline. v) Post Beta Item Selection and Blueprint Matching: Upon item analyses completion, the recommended subset of items for form assembly will be made. vi) Maximum Exam Time Analysis and Adjustment: Once the psychometric item selection process has concluded, analyses are performed to determine the average time beta-examinees required to complete each item. On the basis of this information, a final round of item selection is performed (if necessary) to adjust the sum of the average completion times to the specified exam sitting time. vii) Equivalent Forms Development: The purpose of establishing equivalent forms is to create comparable scores on different exams that measure the same construct. SME groups will work with psychometric staff to develop equivalent forms for eventual inclusion in the GFL exam delivery. viii) Develop practice test items for end-of-course assessments per Strand and Standard for use as preparation for taking the GFL exam.	1)b)iv) Working with SME's, Precision Exams can provide the framework to accomplish this section of work equal to its work with the CTE Skills Certification program. Time selection analysis is not currently performed. Some of the scope of the work in this section is undefined and is therefore not included in the Budget. 1)b)v) Working with SME's, Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program. 1)b)vi) Working with SME's, Precision Exams can provide the framework to accomplish this section of work equal to its work with the CTE Skills Certification program. Maximum time analysis is not currently performed. Some of the scope of the work in this section is undefined and is therefore not included in the Budget. 1)b)vii) Working with SME's, Precision Exams can accomplish this section of work equal to its work with the CTE Skills Certification program. Equivalent form development is not currently performed. Some of the scope of the work in this section is undefined and is therefore not included in the Budget. 1)b)viii) Working with SME's, Precision Exams can accomplish this section of work. Practice test item development and delivery is not currently performed. Some of the scope of the work in this section is undefined and is therefore not included in the Budget.
2) Deliverable 2 - Establish minimum standards to demonstrate proficiency for the General Financial Literacy Exam (4501) a) Perform the evaluation to establish the appropriate and fair passing standard based on the final GFL exam forms (cut score analysis). i) Use a Modified Angoff approach to establishing the GFL passing score. ii) Identify SMEs (both educator and industry) to participate in cut score research.	2)a) Working with SME's, Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program. This section of work will be accomplished within the Budget.

iii) Determine if we can utilize current student exam scores for cut score research, or if new student candidate data is required (depends on changes to existing GFL standards and items). iv) If students are needed, identify student candidates to participate in cut score research. v) Gather SME and Student Candidate groups and perform research. vi) Analyze data and present conclusions. vii) Reassess and validate conclusions with SMEs to establish a cut score.*	
3) Deliverable 3 – Modify the test delivery system to include updated GFL exam form a) Update exam Strands and Standards within the exam delivery system. b) Update the GFL exam form within the exam delivery system. c) Include a passing score for the GFL exam. d) Design a new and unique GFL certification exam certificate. e) Upload the new GFL certification certificate template into the exam delivery system. f) Perform all necessary QA functions on new GFL exam, passing score, score reporting, and certificate performance. g) Beta test updated GFL performance with sample group.	3) Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program. This section of work will be accomplished within the Budget, however, some of the scope of the work in this section is undefined.
4) Deliverable 4 – GFL assessment reporting a) In coordination with the USBE, develop a plan to analyze the results of the GFL end-of-course assessment that includes: i) an analysis of the end-of-course assessment results by standard; and ii) average scores statewide and by LEA and school. b) Develop report criteria for annualized report to appropriate legislative stakeholders and task force to: i) measure student learning growth and proficiency in financial and economic literacy; and ii) assess the effectiveness of instruction in financial and economic literacy by strand/standard. iii) Reporting criteria can only be developed from currently structured data warehouse output fields in the GFL exam delivery system and collected data inputs. c) Report data to be provided in standard system format.	4)a) Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program. This section of work will be accomplished within the Budget, however, some of the scope of the work in this section is undefined. 4)b) Working with SME's, Precision Exams can provide the framework to accomplish this section of work. Precision Exams will provide reporting equal to its work with the CTE Skills Certification program and with other pre- and post- assessment programs. Some of the scope of the work in this section is undefined and is therefore not included in the Budget.
5) Deliverable 5 – System delivered GFL awareness and incentive options a) Provide the following online resources a student may access to prepare to take the end-of-course GFL assessment: i) the standards and objectives for the end-of-course GFL assessment;	5) Working with SME's, Precision Exams can accomplish this section of work equal to its work with the CTE Skills Certification program. GFL awareness and incentive options is not currently performed. Some of the scope of the work in this section is

ii) information on resources from which the student can learn about financial literacy concepts. b) Add messaging capabilities to score reports and certificate delivery to provide information on resources from which the student can learn about financial literacy concepts, programs, and opportunities. Messaging options could include: i) Printed and distributed on student score reports. ii) Printed and distributed on student certificates. iii) Emailed to students upon completing GFL assessment.	undefined and is therefore not included in the Budget.
6) Deliverable 6 – Annual GFL program maintenance and implementation a) Work with interested public, private, and nonprofit entities on an ongoing basis to: i) identify and make available to teachers online resources for financial and economic literacy education, including modules with interactive activities and turnkey instructor resources. ii) identify and make available to students online resources for ongoing information and opportunities for financial and economic literacy. b) Implement planned phases of Deliverable 5 to develop a financial and economic literacy <i>accountability measurements</i> to track student mastery of financial and economic literacy concepts. c) Provide ongoing exam development and psychometric services to ensure GFL assessments and certificates are valid on an annual basis and meet the changing landscape of financial and economic literacy. i) Provide psychometric outcome and item analysis services for all tests, including: (1) frequency distributions for teacher, school, district, and state individual and aggregate test score (2) group item analysis for end-users (3) individual score analysis for end-users (4) test statistics and item analysis (5) distracter analysis (6) norm report for classroom, grade level, district, and state ii) Provide verification and validation of previous year test revisions to current strands and standards including blueprint mapping for revised exam. iii) Demonstration that item analysis validates updated standards iv) Assist with on-site SME group training for test revisions and test development including, but not limited to: (1) how to understand and develop the overall exam structure as it applies to the test blueprint (2) how to write valid test items (3) how to interpret item analysis reports in order to develop new items	6)a-b) Working with SME's, Precision Exams can provide the framework to accomplish this section of work. Precision Exams will provide services equal to its work with the CTE Skills Certification program. This work is not currently performed. Some of the scope of the work in this section is undefined and is therefore not included in the Budget. 6)c) Working with SME's, Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program. Some of the scope of the work in this section is undefined and is therefore not entirely included in the Budget.

(4) and how to create valid and reliable items using a combination of Blooms Cognitive Taxonomy v) Provide on-site test revision and test development facilitation and psychometric services for scheduled test revision sessions. vi) Continue to build/edit enhanced item types based on feedback from SME groups. d) Modify GFL exam reports to reflect desired outcomes and needed data analysis. e) Perform system maintenance updates to ensure GFL assessment delivery is current with new technology stacks. f) Update and modify messaging to score reports and certificate delivery to provide information on resources from which the student can learn about financial literacy concepts, programs, and opportunities. g) Update annual exam Strands and Standards changes within the exam delivery system. h) On-going exam monitoring at regular intervals to ensure that specified psychometric parameters remain in force as the size of the sample, or number of examination results, increases. i) Update annual changes to the GFL exam form within the exam delivery system. j) Modify, as needed, the passing score for the GFL exam, and make necessary changes to the GFL certification exam certificate. k) Perform all necessary QA functions on updated GFL exam, passing score, score reporting, and certificate performance.	6)d-k) Working with SME's, Precision Exams can provide the framework to accomplish this section of work. Precision Exams will provide services equal to its work with the CTE Skills Certification program. Some of this work is not currently performed. Some of the scope of the work in this section is undefined and is therefore not entirely included in the Budget.
7) Auditor Report findings and suggestions which create additions to the scope of work for consideration and implementation within GFL Assessment Contract a) Student Gains are Not Consistently Measured i) A pre- and post-assessment will be included within this new agreement. b) The GFL Assessment is Not Offered to All Students i) USBE in partnership with PE is developing a new teacher orientation and certification protocol for all public high schools in Utah to ensure awareness (including opt-out provisions) and increase compliance with existing statute and rule. The Utah CTE Skill Certificate Test Coordinator Agreement will be considered. ii) USBE/GFL will also be adopting the CTE Skill Certification Program-Performance Accountability Report. c) GFL Assessment Needs Significant Improvement i) USBE in partnership with PE and a group of SME that include Office of the State Auditor "Program Review" Staff (Cole Kelley, Karsten Walker) have been meeting, reviewing, and adjusting the GFL Assessment. The State Auditor attended the first meeting. ii) The new assessment was tested to over 600 students in the Alpine District who participated in the SME classroom.	7)a) Working with SME's, Precision Exams will accomplish this section of work equal to its work with the CTE Skills Certification program and with other pre- and post- assessment programs. Some of the scope of the work in this section is undefined and is therefore not entirely included in the Budget. If pre-assessment is wanted between 1 February -30 June 2020, an additional \$23,124 should be added to the Budget. 7)b-f) Working with SME's, Precision Exams can provide the framework to accomplish this section of work. Precision Exams will provide services equal to its work with the CTE Skills Certification program. Some of this work in this section is not currently performed. Some of the scope of the

iii) The data from the new/modified exam was analyzed by the SME, Auditor, and others. iv) Final modifications were detailed and added to the exam. Delivery of exam will begin Fall of 2019. d) GFL assessment Data quality should be improved – no new initiatives needed. e) USBE Report GFL proficiency to strengthen school accountability i) As a result of this “Program Review”, PE has provided the same analytic capabilities for student performance (reports, etc.) to GFL educators that CTE educators have historically benefited from here in Utah. LEA Assessment Directors also have access to student performance analytics “within the same school or district”. ii) Statewide aggregate reports are being developed to address the request for a “statewide average” analysis. Once completed, this data will be housed on the USBE assessments Website. f) USBE expand GFL Assessment Reporting to at least match the level of detail of CTE Assessment Reporting. i) As a result of this “Program Review”, PE has provided the same analytic capabilities for student performance (reports, etc.) to GFL educators that CTE educators have historically benefited from here in Utah. LEA Assessment Directors also have access to student performance analytics “within the same school or district”.	work in this section is undefined and is therefore not included in the Budget.
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REQUEST TO AWARD A CONTRACT
WITHOUT ENGAGING IN A STANDARD PROCUREMENT PROCESS

One of the underlying purposes of the Utah Procurement Code is "to foster effective broad-based **competition** [emphasis added]." Accordingly, USBE utilizes standard procurement processes to award contracts whenever practicable and utilizes non-competitive procurement processes **only** when the Head of the Procurement Unit determines in writing that:

1. There is only one source for the procurement item;
2. Transitional costs are a significant consideration in selecting a procurement item and the transitional costs are unreasonable or cost-prohibitive; or
3. The award of a contract is under circumstances, described in rules adopted by the board, that make awarding the contract through a standard procurement process impractical and not in the best interest of USBE.

Note that an urgent or unexpected circumstance or requirement for a procurement item does not justify the award of a contract without engaging in a standard procurement process.

Instructions:

Complete each section below and provide as much information as needed to fully respond. Pages (i) through (iii) will not be posted, but all other pages may be publicly posted. The information provided in this form should be comprehensive and contain sufficient detail to allow vendors to evaluate their own qualifications and capabilities against the specifications included herein and determine if a challenge to the award is appropriate and justified.

In addition to this form, you must submit to USBE Purchasing & Contracts:

- A completed Purchasing Requisition Form;
- The proposed scope of work or specifications;
- A quote or other pricing information received from the proposed contractor (these may be publicly posted and therefore may **not** be marked as "confidential"); and
- Any other documentation supporting award of a contract without engaging in a standard procurement process (e.g., a sole source letter from the proposed contractor, a transitional cost analysis, evidence of other unique circumstances making a standard procurement process impractical, etc.).

Request forms that are incomplete or are missing required attachments will be rejected and returned to the contact person for completion.

Vendor Information:

Vendor Name:	Precision Exams	Vendor Contact:	Edson Barton
Vendor E-mail:	ebarton@precisionexams.com	Vendor Phone #:	8016539356
Vendor Ordering Address:	610 South 850 East, Ste 100, Lehi, UT 84043		
Vendor Remittance Address:	Enter text		
FINET Vendor Number:	OR	Vendor Federal Tax ID # (TIN):	Enter text
VC0000164863		Type of Vendor:	Choose an item

Section Information:

Section Name:	General Financial Literacy/CTE	Section Contact:	Brandon Jacobson
Contact E-mail:	Brandon.jacobson@schools.utah.gov	Contact Phone #:	8015387946

Required Attachments (check all completed):

- ☐ Completed Purchasing Requisition Form
- ☐ Proposed scope of work or specifications
- ☐ Quote or other pricing information (cannot be marked as "confidential")
- ☐ Other supporting documentation

Is the procurement item going to be leased?

- ☐ Yes, and I have attached an approved FI-9
☐ No

Do you have a personal, financial, or fiduciary relationship with the proposed contractor?

- ☐ Yes
☐ No

By signing below, I confirm that:

- I have reviewed the information contained herein and attest that it is true and complete to the best of my knowledge;
- I understand that this notice may be publicly posted and, if challenged, I may be required to explain or defend the information and justifications I have listed below;
- I understand that I may be subject to certain ethical standards and requirements as set forth in applicable laws, rules, regulations, and executive orders; and
- My proposal to award a contract to the vendor identified above without engaging in a standard procurement process has not been influenced by any improper relationships with, connections to, or favoritism toward the identified vendor.


Requester

Date

Morton, Wendi
Requester's Director

Digitally signed by Morton, Wendi
Date: 2019.12.24 10:43:35 -07'00'

Date

THE FOLLOWING SECTION SHALL BE COMPLETED BY USBE PURCHASING & CONTRACTS

This request is/is not being published in accordance with the following (check one):

- ☒ The cost of the procurement **exceeds** \$50,000, and, therefore, publication of the notice in accordance with Section 63G-6a-112 is **required**.
- ☐ The cost of the procurement is **less** than or **equal** to \$50,000, and the Head of the Procurement Unit
- ☐ has determined that publication is **necessary** to uphold fairness and equity; or
 - ☐ has **waived** the requirement to publish this notice.
- ☐ The Head of the Procurement Unit has **waived** the requirement to publish this notice for a procurement item listed in Utah Administrative Rule R33-8-101e(2)(a).

The following terms and conditions shall be attached to the proposed contract (check all that apply):

- ☐ Agency contract – Standard Terms and Conditions for Goods
- ☐ Agency contract – Standard Terms and Conditions for Services
- ☐ Agency contract – Standard Terms and Conditions for Information Technology
- ☐ Purchase order – Standard Terms and Conditions for Goods
- ☐ Purchase order – Standard Terms and Conditions for Services
- ☐ Purchase order – Standard Terms and Conditions for Information Technology
- ☐ Abbreviated Terms and Conditions for Services under \$100,000 (requires Director of Purchasing approval)
- ☐ FERPA Student Level Data Protection Standard Terms and Conditions

PURCHASING AGENT ANALYSIS:

Purchasing agent: Michael Iwasaki

Notice #: USBE-MI20073-SS

Commodity Code(s):	86130, 86100, 81110, 60100, 43230	# of Vendors Notified:	2,423
Additional Research & Analysis:	None, posted publicly.		
Challenges Received & Determinations:	None, recommend for approval.		
Purchasing Agent Recommendation:	Posted public notification. No challenges, recommend for approval.		

Michael Iwasaki
Purchasing Agent

12/24/19
Date

APPROVAL TO AWARD:

Christensen, Zac

Digitally signed by Christensen,
Zac
Date: 2020.01.02 09:36:55 -07'00'

Zachary Christensen
Director of USBE Purchasing & Contracts

Date



UTAH STATE BOARD OF EDUCATION

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Lorraine Austin, Secretary to the Board

NOTICE OF INTENT TO AWARD A CONTRACT WITHOUT ENGAGING IN A STANDARD PROCUREMENT PROCESS

The Utah State Board of Education (USBE) is publishing this notice in accordance with the Utah Procurement Code and intends to award a contract without engaging in a standard procurement process if it is determined by the Head of the Procurement Unit, in writing, that:

1. There is only one source for the procurement item;
2. Transitional costs are a significant consideration in selecting a procurement item and the transitional costs are unreasonable or cost-prohibitive; or
3. The award of a contract is under circumstances, described in rules adopted by the board, that make awarding the contract through a standard procurement process impractical and not in the best interest of USBE.

USBE's justification for awarding a contract without engaging in standard procurement process is set forth below.

Identification of Other Qualified and Interested Vendors

The purpose of this notice is to determine if there are any other interested and qualified vendors that meet the specifications included in this notice. Any such vendors wishing to challenge the proposed award of a contract must submit to the purchasing agent identified in this notice the following information:

- The name of the contesting person; and
- A detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item.

In addition, a vendor should include, as applicable:

- Documentation that your firm can provide a comparable or better procurement item that meets or exceeds the specifications;
- Documentation that your firm can also provide the same proprietary procurement item or an equivalent procurement item; and
- If transitional costs are identified as the justification for this notice, a comparison of the transitional costs identified in this notice against your firm's anticipated transitional costs.

Regardless of any prior communications with USBE, all vendors interested in responding to this notice must submit a response to this posting containing all of the information requested above.

ALL CHALLENGES TO THE PROPOSED CONTRACT AWARD MUST BE SUBMITTED THROUGH THE UTAH PUBLIC PROCUREMENT PLACE SUPPLIER PORTAL, and any questions regarding this notice, including requests for additional information, must be submitted through the Supplier Portal during the public notice period. **THIS NOTICE IS NOT A REQUEST FOR PROPOSALS, INVITATION FOR BIDS, OR REQUEST FOR QUOTES. No action is required if you have no objections to the proposed award.**

If, after the public notice period has passed, the Head of the Procurement Unit determines that there are other interested and qualified vendors that meet the specifications of this notice, USBE will not award a contract pursuant to this notice; otherwise, if no valid challenges are received, then USBE may award a contract to the identified vendor without engaging in a standard procurement process.

Please read the entire form very carefully before responding to this notice.

Scope of the Proposed Contract:

Proposed Contractor's Name: Precision Exams
Proposed Contract Term: 5 years + renewal OR ☐ Purchase Order (one-time purchase or ≤ 1 year)
Estimated Contract Value: \$ 651,695.00 Freight Cost (if any): \$ Enter text

Detailed Description of Procurement Item:

This project seeks to procure specific service for online assessment for the General Financial and Economic Literacy State Certificate program with oversight by the USBE & GFL. Approximately 35000 skills certification exams are offered annually to students taking the GFL course. Exams are examined at the end of each trimester and semester with real time reporting available to State and LEA levels. See attached Scope of Work.

Justification for Award:

- ☐ There is only one source for the procurement item (complete Section A)
- ☒ Transitional costs are a significant consideration in selecting a procurement item and the transitional costs are unreasonable or cost-prohibitive (complete Section B)
- ☐ The award of a contract is under circumstances, described in rules adopted by the board, that make awarding the contract through a standard procurement process impractical and not in the best interest of USBE (complete Section C)

SECTION A: ONLY ONE SOURCE

1. Unique need(s) or requirement(s) of USBE that can be met only by the procurement item described in this notice:

Enter text

2.	Detailed description of how the procurement item meets the need(s) or requirement(s) articulated above:
Enter text	

3.	Detailed description of the research performed to identify similar or alternate procurement items (list below):
List search term(s) and results of a state cooperative contract search (https://statecontracts.utah.gov/Home/Search), and describe other research conducted, including internet search term(s) and results	

4.	Explanation of why the similar or alternate procurement items identified in (3) are unable to meet the need(s) or requirement(s) articulated above:
Enter text	

SECTION B: SIGNIFICANT TRANSITIONAL COSTS

1.	Detailed description of the good or service currently being provided to USBE ("existing procurement item"):		
See attachments detailing Section B requirements.			
Method of procuring the existing procurement item:		Choose an item	
Solicitation number:	Enter text	Existing contract number:	Enter text
Original purchase date:	Enter text	Original purchase price:	\$ Enter text

2.	Detailed estimate of the costs of a) changing from USBE's existing provider of the procurement item to another provider of the procurement item, or b) changing from USBE's existing type of procurement item to another type of procurement item:		
[Example: training costs]			\$ Estimated cost
[Example: conversion costs]			\$ Estimated cost
[Example: compatibility costs]			\$ Estimated cost

[Example: costs associated with system downtime]	\$ Estimated cost
[Example: costs associated with disruption of service]	\$ Estimated cost
[Example: staff time to implement the change]	\$ Estimated cost
[Example: installation costs]	\$ Estimated cost
[Example: ancillary software, hardware, equipment, or construction costs]	\$ Estimated cost
[Other]	\$ Estimated cost
[Other]	\$ Estimated cost
TOTAL ESTIMATED TRANSITIONAL COSTS:	\$ Estimated cost

3. Potential benefits of a) changing from USBE's existing provider of the procurement item to another provider of the procurement item, or b) changing from USBE's existing type of procurement item to another type of procurement item:

[Example: lower long-term costs]	\$ Estimated value/savings
[Example: greater operational efficiency]	\$ Estimated value/savings
[Example: decreased burden on staff or resources]	\$ Estimated value/savings
[Example: higher quality good or service]	\$ Estimated value/savings
[Example: better warranties or terms]	\$ Estimated value/savings
[Example: lower risk to USBE]	\$ Estimated value/savings
[Other]	\$ Estimated value/savings
[Other]	\$ Estimated value/savings
TOTAL ESTIMATED VALUE/SAVINGS:	\$ Estimated value/savings

4. Explanation of how the transitional costs identified in (2) are unreasonable or cost-prohibitive as compared to the potential value/savings identified in (3):

List search term(s) and results of a state cooperative contract search (<https://statecontracts.utah.gov/Home/Search>), and describe other research conducted, including internet search term(s) and results

SECTION C: OTHER CIRCUMSTANCES MAKING A STANDARD PROCESS IMPRACTICAL

Circumstances that make awarding a contract through a standard procurement process impractical and not in the best interest of USBE:

- ☐ A contract award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item
- ☐ Public utility services, when only one public utility service is available in an area
- ☐ An item where compatibility is the overriding consideration
- ☐ A used procurement item that presents a unique, specialized, or time-limited buying opportunity
- ☐ Other circumstances determined by the Head of the Procurement Unit to make awarding a contract through a standard procurement process impractical and not in the best interest of USBE

1. Detailed description of the circumstances identified above:
Enter text

2. Explanation of how the circumstances described in (1) make awarding a contract through a standard procurement process impractical and not in the best interest of USBE:
Enter text



USBE Purchasing Requisition Form (PRF)

For the facilitation, authorization, and documentation of USBE procurement item expenditures. Purchasing requisitions must be completed and approved prior to vendor selection, the commencement of services, ordering of goods, or any obligation of funds. Please send completed requisitions to purchasing@schools.utah.gov

Requester (1 of 2)

Brief Description: General Financial Literacy Assessment Delivery
 Section: CTE
 Requester: Sarah Grisenti
 On Behalf Of: Brandon Jacobson
 Contact Phone: 801-538-7854
 Contact Email: sarah.grisenti@schools.utah.gov
 Date Needed: 11/15/2019
 Estimated Cost: \$650,000.00
 Preferred Process: ACWESPP - Sole Source
 Preferred Result: Contract (More Than 5 Year)
 Invoice Approver: Thalea Longhurst
 IT Elements: No ☒ Yes ☐ (if yes, send to IT for approval)
 Student PII Data Elements: No ☒ Yes ☐

Accounting Operations

FUND	DEPT	UNIT	APPR	OBJ	PROG	FUNCT	Phase	% OR TOTAL
2480	400	0662	PKH	6137	20PKH	N/A	000	\$101,529.22
2480	400							
2480	400							

FY21 - PROG: 21PKH - \$102,238.01 (estimate)

FY22 - PROG: 22PKH - \$102,951.74 (estimate)

FY23 - PROG: 23PKH - \$103,670.45 (estimate)

FY24 - PROG: 24PKH - \$104,394.19 (estimate)

USBE Purchasing & Contracts

Agent/Analyst: Michael Iwasaki
 Solicitation/Workorder Number: USBE-MI20073-SS
 Date Received Completed PRF: 8/27/2019
 Procurement Type: ACWESPP - Transitional Costs
 Awarded Vendor: Precision Exams, LLC
 Vendor Number: VC0000164863
 Award Amount: Up to \$660,000
 Vendor Misc:
 Vendor Misc:
 Referencing Doc: MA
 Referencing Number: USBE200033MA
 Date Complete: 12/27/2019
 Notified Section: ☐ Notified Vendor: ☐ Notified Accounting: ☐

Received approvals from PRF signatories to increase award amount to up to \$660,000 (see attached). Approval for five one-year optional renewals received from Zac (see attached).

Approvals, Date Signed

IT Director or Designee \$ If Applicable	
Director or Designee \$ All Expenditures	
Morton, Wendi	Digitally signed by Morton, Wendi Date: 2019.08.19 13:00:24 -06'00'
Section Accountant \$ All Expenditures	
Strautins, Melissa	Digitally signed by Strautins, Melissa Date: 2019.08.20 15:48:22 -06'00'
Assistant Superintendent >= \$3,500	
Nielsen, Darin	Digitally signed by Nielsen, Darin Date: 2019.08.20 20:35:59 -06'00'
Deputy Superintendent >= \$50,000	
Norman, Patty	Digitally signed by Norman, Patty Date: 2019.08.26 13:54:11 -06'00'
Superintendent Dickson >= \$100,000	
Sydnee Dickson	Digitally signed by Sydnee Dickson Date: 2019.08.26 14:15:20 -06'00'
Director of Purchasing or Designee \$ All Expenditures	
Christens en, Zac	Digitally signed by Christensen, Zac Date: 2019.12.27 21:23:38 -07'00'
Purchasing LPD No. (if signing on behalf of the Director of Purchasing)	

Requester (2 of 2) – Detailed Description of Goods and/or Scope of Services

Please attach additional pages as needed.

The Utah General Financial Literacy (GFL) program as enacted by the Legislature of the state of Utah under Utah Code Sections 53A-13-108 and 53A-13-110 has completed initial phases of implementation, including alpha assessment development, delivery and reporting.

General Financial Literacy exams are a separate and unique program within the state and all reporting should remain independent of other area testing. To that end, report separation needs to be constructed within the framework of the current system.

Enhancements and Development Details:

-Since these new types of exams will not appear on the CTE State reports, new reports have been created to allow reporting for these Non-CTE programs.

-Adjustments were made to separate GFL into its own reporting category.

-Reporting is role and location-based.

These phases were implemented under contract 156284. Due to the Program Review Audit finalized and published around October 5, 2018, as well as the legislation H.B. 286 2019 - (2)(B)(iv) "using appropriate financial and economic literacy assessments to improve financial and economic literacy education and, if necessary, developing assessments;" it is essential to complete more work to resolve and comply with both items listed above. The foundational parts of the program were launched through an assessment that could be used as a first-year pilot. That part of the project can now be analyzed and reviewed for program improvement. Additional parts of the program were intended to be implement after the initial year.

As part of this work, it is understood that the USBE will provide appropriate USBE personnel, Subject Matter Experts (SMEs) and student candidate users (Candidates) to participate as appropriate in the various development phases as needed.

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

- 1) Deliverable 1 – Revise the GFL exam to meet updated Utah Strands and Standards
- 2) Deliverable 2 – Establish minimum standards to demonstrate proficiency for the General Financial Literacy Exam (4501)
- 3) Deliverable 3 – Modify test delivery system to include updated GFL exam form
- 4) Deliverable 4 – GFL assessment reporting
- 5) Deliverable 5 – System delivered GFL awareness and incentive options
- 6) Deliverable 6 – Financial and economic literacy school
- 7) Deliverable 7 – Annual GFL program maintenance and implementation

Budget (in 2019 SY 33,611 exams were administered. With estimated growth averaged over the last 4 years, an estimation of 0.698% growth in overall student population. The assessment included 5.78% of students. These figures are calculated from these projections)

Cost of Exam Estimated \$3.00 per exam administered.

2020 - \$101,529.22

2021 - \$102,238.01

2022 - \$102,951.74

2023 - \$103,670.45

2024 - \$104,394.19

TOTAL - \$514,783.61

Suggested Vendors/Vendor Information (if known)

	Firm:	Name:
1	Phone:	Email:
	Misc:	Misc:
	Firm:	Name:
2	Phone:	Email:
	Misc:	Misc:
	Firm:	Name:
3	Phone:	Email:
	Misc:	Misc: