

**NOTICE OF AWARD AND
ACCEPTANCE OF CONTRACT**

THIS NOTICE OF AWARD AND ACCEPTANCE OF CONTRACT (collectively, "Notice and Acceptance") is entered into by and between the Idaho State Department of Education ("SDE") and the American Institutes for Research, a non-profit corporation doing business in the State of Idaho ("Contractor").

Recitals

A. The SDE is a member of the Multi-Agency Assessment Cooperative ("MAAC"), a buying cooperative for statewide assessment delivery services by two or more states or jurisdictions collaborating on a common solicitation process.

B. The State of Washington Office of Superintendent of Public Instruction ("OSPI"), acting on behalf of the MAAC, initiated the Request for Proposals, dated March 5, 2014, ("MAAC Proposal No. 2014-09") to solicit vendor proposals for services underlying the delivery of state assessment programs for students in Grades 3-11. Thereafter, the SDE joined in MAAC Proposal No. 2014-09 pursuant to Amendment 2 thereto, to solicit vendor proposals for such services in the State of Idaho. The MAAC thereafter issued additional Amendments and Addenda applicable to Idaho, electronic copies of which are attached hereto as *Attachments A–B*.

C. In response to MAAC Proposal No. 2014-09, as amended, Contractor submitted a proposal to the SDE for the delivery of services in the State of Idaho, dated May 16, 2014. Thereafter, Contractor submitted the following documents in clarification of deliverables in its proposal: (1) the MAAC Contract Base Scope of Work, dated August 5, 2014; (2) the MAAC Idaho State Specific Scope of Work, Years 1–2, dated August 7, 2014; and (3) the MAAC Common SOW Grades 9 & 10 ELA and Mathematics, dated August 7, 2014. Additionally, the Contractor's cost proposal was clarified in "Attachment C–The Idaho Cost Proposal Table," dated December 12, 2014. Electronic copies of these documents are attached hereto as *Attachments C–G*.

D. The SDE has determined that Contractor has submitted the successful proposal on the MAAC Proposal No. 2014-09, as amended, for the State of Idaho, as set forth below in the Contract section of this Notice and Acceptance.

Contract

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if set forth in full, and the mutual promises and covenants herein contained, the parties agree as follows:

1. The SDE and Contractor, pursuant to this Notice and Acceptance, hereby enter into this contract ("Contract") for Contractor to provide services to the State of Idaho.

2. The Contract shall take effect upon the date of last signature of this Notice and Acceptance by the parties (the "Effective Date") and shall remain in effect through and until June 30, 2017, unless earlier terminated pursuant to the Contract (hereinafter, the "Term").

3. The terms and conditions of the Contract are set forth in this Notice and Acceptance and in the documents included in *Attachments A–G* hereto which are identified below and hereby incorporated by this reference in the Contract as if set forth in full:

3.1 *Attachment A:* Addendum 4–Amendment 5 to MAAC RFP No. 2014-09, including Addendum 4 and pages 1–78 of Amendment 5 and the following exhibits thereto:

Document Names	Exhibit to Amendment 5
Certifications and Assurances	Exhibit A
Idaho Terms and Conditions	Exhibit B3
Contractor Intake Form	Exhibit C
Proposal Checklist	Exhibit D
Evaluation Criteria	Exhibit F
Specifications of the Idaho System for Educational Excellence	Exhibit J3a
Idaho Current Year Pre-ID Format	Exhibit J3b
Idaho Testing Alert Processes and Notification of Irregular Testing Occurrences	Exhibit K3a
Idaho Appeals Process with Respect to Testing and Scores	Exhibit K3b
Idaho State Advisory and Other Meetings	Exhibit O3
Cost Proposal Format (revised April 22, 2014)	Exhibit R
Frameworks	Exhibit U

3.2 *Attachment B:* Addenda 1–3 to MAAC RFP No. 2014-09.

3.3 *Attachment C:* Attachment C–The Idaho Cost Proposal Table.

3.4 *Attachment D:* Contractor’s proposal for the State of Idaho, dated May 16, 2014, inclusive of: (1) the Table of Contents, Sections 1–4, the Idaho Project Schedule (12 pages) in *Appendix F*, and *Appendixes A–E* and *G*; and (2) the Cost Proposal, including pages 1–13, the Idaho and “all” member sections of the tables and assumptions, and the Idaho provisions in the Exhibit R–Cost Proposal Format (revised April 22, 2014, pp. 1–14).

3.5 *Attachment E:* The columns entitled “DOE Interaction/Approvals,” “Proposal Section” and “Timeframe” in the MAAC Contract Base Scope of Work, dated August 5, 2014. All remaining columns therein are for the convenience of the parties only and shall not modify the terms and conditions of the Contract.

3.6 *Attachment F:* The columns entitled “DOE Interaction/Approvals,” “Proposal Section” and “Timeframe” in the Idaho State Specific Scope of Work, Years 1–2, dated August 7, 2014. All remaining columns therein are for the convenience of the parties only and shall not modify the terms and conditions of the Contract.

3.7 *Attachment G:* The columns entitled “DOE Interaction/Approvals,” “Proposal Section” and “Timeframe” in the MAAC Common SOW Grades 9 & 10 ELA and

Mathematics, dated August 7, 2014. All remaining columns therein are for the convenience of the parties only and shall not modify the terms and conditions of the Contract.

3.8 *Attachments C–G* are hereafter referred to, collectively, as the “Proposal.” Notwithstanding the foregoing Subsections 3.1 through 3.7, any and all assumptions, terms or conditions in the Proposal (*Attachments C–G*) that conflict with any terms or conditions in this Notice and Acceptance or in *Attachments A* through *B* hereto are rejected by the SDE and are not incorporated by reference in the Contract.

4. This Notice and Acceptance and all documents incorporated by reference pursuant to Section 3 herein are, collectively, the Contract. All such documents constituting the Contract are complementary and what is required by one shall be binding as if required by all.

5. In the event of any actual conflict or inconsistency between any documents constituting the Contract that cannot be resolved by reading the documents together as complementary, such conflict or inconsistency shall be resolved by giving precedence first to this Notice and Acceptance and next pursuant to the following order of documents: (1) the Idaho Terms and Conditions (Exhibit B3), in *Attachment A*; (2) *Attachment C*–The Idaho Cost Proposal Table; (3) all documents in *Attachment A* which are identified in Section 3.1 of this Notice and Acceptance, other than the Idaho Terms and Conditions (Exhibit B3); (4) Addenda 3–1 (in such reverse order), in *Attachment B*; (5) *Attachments F* and *G*; (5) *Attachment E*; and (6) *Attachment D*. In the case of a conflict or inconsistency arising under the Contract, a document with a lower number listed above in this Section 5 shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned Contract documents but is not addressed in another of such documents; or in the event an issue addressed in one of the above mentioned Contract documents is an additional or supplemental requirement to an issue addressed in another of such documents; or due to any conflict or inconsistency between any of the above mentioned Contract documents and any document referenced only in the Recitals. Additionally, in the event of any conflict or inconsistency between the requirement set forth in Section 9 of the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*) that the “Contractor shall immediately (within twelve [12] hours) notify the SDE of any known or reasonably suspected unauthorized disclosures of student data” and the requirement of “prompt written notice” set forth in Section 7 of the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*), the more specific twelve (12) hour time period required in Section 9 therein shall control. This Section 5, including, but not limited to, the order of precedence of documents set forth herein, shall replace in its entirety subsection 1.1 of the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*).

6. Contractor shall review with the SDE, on no less than a quarterly basis, the status of services provided by Contractor under the Contract, including, but not limited to, deliverables, the scope of work, potential improvements to work processes, and associated cost implications.

7. Payments to Contractor for services delivered to and accepted by the SDE under the Contract shall comply with the following:

7.1 Contractor shall provide assessments to all student populations in Grades 3-11 as directed by the SDE, to be paid at the prescribed per student rates in Attachment C–The Idaho Cost Proposal Table; the SDE shall determine all testing windows and the identification of students to be assessed during each testing window. Both parties acknowledge and agree that the “student” columns in Section 1: Test Administration, Scoring, and Reporting in Attachment C–The Idaho Cost Proposal Table provide estimated numbers of student assessments and that the SDE may, in its discretion, require Contractor to administer, score and report fewer or more student assessments in any or all school years during the Term of the Contract; provided, however, that no annual costs shall exceed the maximum annual costs set forth in Sections 7.3 and 8 of this Notice and Acceptance.

7.2 If Contractor administers, upon SDE’s written request, less than 240,000 assessments to Idaho students in any school year during the Term of the Contract, the SDE shall pay Contractor a total amount of \$2,020,800.00 for all assessments that are administered, scored, and reported to the SDE and accepted by the SDE during such school year (calculated on the following basis: 120,000 students X \$16.84 per student = \$2,020,800.00). To establish the total number of all math, ELA and retake assessments administered during a school year, each Math assessment shall count as one (1) assessment and each ELA assessment shall count as one (1) assessment. SDE will also pay for any other deliverables ordered and accepted by SDE under Section 2: Other Deliverables in Attachment C–The Idaho Cost Proposal Table. In any such event, the SDE may also, in its discretion, request a reduction of the minimum number of 240,000 assessments for any or all remaining school years during the term of the Contract. If the Contractor agrees to the SDE’s requested modification, the modification shall be confirmed in a written amendment to the Contract signed by both parties. If the Contractor does not agree to the SDE’s requested modification, the SDE may terminate the Contract pursuant to Section 2.2 of the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*). Nothing in this Section 7.2 of this Notice and Acceptance shall preclude or limit the SDE’s rights to terminate the Contract for any other reason of convenience under Section 2.2, or for any other reason under Section 2, of the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*).

7.3 In order to be paid, Contractor shall submit an invoice to the SDE at the end of each quarter for services delivered by Contractor and accepted by the SDE during such quarter. Invoices shall be processed for payment pursuant to the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*) and from funds which may include federal funding under Index Codes 1006 and 4350. Each invoice shall document to the SDE’s satisfaction a description of the services delivered by Contractor and accepted by the SDE. Contractor shall provide an accounting to the SDE on or before June 30 of each school year to confirm that Contractor has not invoiced the SDE for any assessment that is not administered, scored, reported to the SDE and accepted by the SDE during such school year, except as otherwise provided in Section 7.2 of this Notice and Acceptance. Contractor shall bill for services at the per student rates set forth in this Notice and Acceptance, as further detailed in the Contract; provided, however, that all costs, amounts invoiced and payments shall not exceed the costs set forth in the following schedule:

Quarter Ending	Deliverables Accepted by SDE: Costs Not to Exceed		
	Year 1 (2014-2015)	Year 2 (2015-2016)	Year 3 (2016-2017)
September 30	n/a	\$501,202.87	\$527,548.60
December 31	\$1,387,549.72	\$835,338.11	\$879,247.67
March 30	\$867,218.57	\$835,338.11	\$879,247.67
June 30	\$1,214,106.00	\$1,169,473.35	\$1,230,946.74
Annual Not to Exceed	\$3,468,874.29	\$3,341,352.44	\$3,516,990.68
Total Not to Exceed			\$10,327,217.41

8. The SDE shall, in the SDE's sole discretion, have the option to renew the Contract in whole or in part for up to two years upon expiration of the Term, by giving written notice to Contractor. If the SDE gives such notice, Contractor shall be obligated to renew the Contract with the same obligations and costs detailed in the Contract for such renewal year, except that all costs, amounts invoiced and payments shall not exceed the costs set forth below:

Deadline for Renewal and Quarter Ending	July 1, 2017– June 30, 2018	July 1, 2018– June 30, 2019
Deadline for Renewal Notice by SDE	April 10, 2017	April 10, 2018
September 30	\$533,451.71	\$539,050.38
December 31	\$889,086.19	\$898,417.29
March 30	\$889,086.19	\$898,417.29
June 30	\$1,244,720.67	\$1,257,784.21
Annual Not to Exceed	\$3,556,344.76	\$3,593,669.18
Total Not to Exceed		\$7,150,013.94

Provided, however, that if the SDE renews the Contract, the SDE may add or otherwise modify services to be provided by Contractor during such renewal year pursuant to a written amendment that is mutually agreed to and duly executed by the parties at the time of renewal.

9. Notices required under the Contract and all other communications regarding the performance of this Contract shall be delivered as set forth in subsection 19 of the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*), except that the contact persons and addresses set forth therein are hereby amended to read as follows:

American Institutes for Research
Attention: David Eberhart
Program Manager
1000 Thomas Jefferson Street, NW
Washington, DC 20007

Idaho State Department of Education
Attention: Angela Hemmingway
Director of Assessment and
Accountability
P.O. Box 83720
Boise, ID 83720-0027
With a Copy to:
Idaho Office of Attorney General
Attention: Emily A. Mac Master
Deputy Attorney General
P.O. Box 83720
Boise, ID 83720-0010

10. Pursuant to Section 13.2 of the Idaho Terms and Conditions (Exhibit B3, in *Attachment A*), the SDE hereby approves Contractor's request to subcontract duties to Measurement Incorporated as set forth in the Proposal and pursuant to the Contract. This approval is given without waiver by the SDE of any or all rights to revoke or modify such approval at any time. No change in any SDE-approved subcontractors or key employees of Contractor shall be made by Contractor except as provided in Section 13.2 of the Idaho Terms and Conditions (Exhibit B2, in *Attachment A*). Contractor understands SDE will need to approve any other subcontractors performing test development, scoring, or reporting activities.

11. No provision in the Contract shall inure to the benefit of any subcontractor, employee or agent of Contractor or any other third person or third party so as to make any of them a third-party beneficiary of the Contract or of any term of the Contract, nor otherwise give rise to any cause of action to or for the benefit of any of them or any other person or entity not a party to the Contract.

12. This Notice and Acceptance supersedes all prior negotiations, understandings, and agreements between the parties, whether oral or written, regarding the subject matter herein. This Notice and Acceptance may not be amended in any manner except by a writing signed by the Idaho Superintendent of Public Instruction and an authorized representative of Contractor.

13. The Notice and Acceptance and the Contract shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Contract.

14. This Notice and Acceptance shall not be binding upon the SDE until signed below by the State of Idaho Superintendent of Public Instruction or the Superintendent's designee. The signatory below for the Contractor represents, warrants, and certifies that he/she is duly qualified and authorized to sign this Notice and Acceptance on behalf of the Contractor and to bind Contractor to all terms and conditions of the Contract.

15. This Notice and Acceptance may be executed in counterparts and may be delivered by facsimile transmission. Each such counterpart shall constitute an original, but all such counterparts shall constitute but one agreement.

[Signature page included below]

IN WITNESS WHEREOF, the parties have executed this Notice and Acceptance as of the date of last signature set forth below.

State of Idaho, Department of Education

By:  _____
Superintendent of Public Instruction
Date 12-12-14

American Institutes for Research

By:  _____
Vickie L. Brooks, Contract Officer
Or Jon Cohen, President, AIR Assessment
Date 12-15-14