

# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 05-2014-010	2. DGS Solicitation Number 2014-0500-2154	3. Financial Coding 05113015 05054101	4. Agency Assigned Encumbrance Number 543175
5. Vendor Number UOK13219	6. Project/Case Number	7. Alaska Business License Number 994751	

This contract is between the State of Alaska,

8. Department of Education and Early Development	Division Teaching and Learning Support/Assessment	hereafter the State, and
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9. Contractor University of Kansas Center for Research, Inc. on behalf of the Achievement Assessment Institute	hereafter the Contractor
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Mailing Address University of Kansas Center for Research, Inc. (KUCR), 2385 Irving Hill Road, Lawrence, Kansas 66045	Street or P.O. Box	City	State	ZIP+4
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Service:**

- 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.
- 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
- 2.3 Appendix C sets forth the Federal Debarment certification requirements of the contract: by entering into this contract you are certifying compliance with this appendix.
- 2.4 Appendix D sets forth the services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins upon final approval, and ends 6/30/2014 and to be renewed annually at the state's option for six one-year periods, through June 30, 2020.

**ARTICLE 4. Considerations:**

- 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$100,308.00 in accordance with the provisions of Appendix E.
- 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Education and Early Development	Attention: Division of Teaching & Learning Support
Mailing Address PO Box 110500, Juneau , AK 99811-0500	Attention: Suzi Vollmer

<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm University of Kansas Center for Research, Inc. on behalf of the Achievement Assessment Institute (AAI) at the University of Kansas			
Signature of Authorized Representative <i>Kristi Billinger</i>	Date 4/4/14		
Typed or Printed Name of Authorized Representative Kristi M. Billinger			
Title Kristi Billinger, Director Research Administration			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee <i>Heidi Teshner</i>	
Department/Division Education & Early Development/Teaching & Learning Support	Date 4/2/14	Date 4/9/14	
Signature of Project Director <i>Paul R. Prussing</i>	Typed or Printed Name Heidi Teshner		
Typed or Printed Name of Project Director Paul R. Prussing		Title Director of Administrative Services	
Title Deputy Director of Teaching and Learning Support			

Approved as to form per AS 36.30.340: [Email approval per AAG Hattan on file] Attorney General's Office.

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph. For reference, contractor's nondiscrimination, equal opportunity, and affirmative action policies can be viewed at: <https://documents.ku.edu/policies/IOA/Nondiscrimination.htm>.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity/affirmative action employer and provide information as to where contractor's equal opportunity and affirmative action policies can be viewed.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices. Notwithstanding the above, because employees working on the Agreement will be University of Kansas employees, any a complaint arising from a claim of discrimination in regard to employment under this agreement will be addressed by the University of Kansas Office of Institutional Opportunity and Access or the Kansas Human Rights Commission.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### Article 10.

##### Ownership of Documents.

All technical manuals, test administrator and coordinator manuals, reports, supporting data, documents, and other deliverables developed in the performance of this agreement shall be the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. As proposed in the Contractor's proposal, tests and test materials developed under this agreement will be jointly owned by the State of Alaska and the Contractor. Evaluation protocols and measures, computer software, computer delivery systems, and programming algorithms products developed by contractor with funding under this agreement to complete contractor's services shall remain the property of the contractor. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Contractor is granted a non-exclusive, royalty free license to use all technical manuals, test administrator and coordinator manuals, reports, supporting data, documents, tests and test materials, and other deliverables developed in the performance of this agreement for its research and educational purposes.

#### Article 11.

##### Governing Law.

This contract is governed by the laws of the state having competent jurisdiction. All actions concerning this contract shall be brought in the state having competent jurisdiction.

#### Article 12.

##### Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

#### Article 13.

##### Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### Article 14.

##### Covenant Against Contingent Fees.

The contractor assures that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this assurance, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

## **APPENDIX B<sup>1</sup>**

### **INDEMNITY AND INSURANCE**

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#### **Article 1. Indemnification**

Contractor agrees that claims for injury or damage and third party claims, which arise solely out of the negligent acts or omissions of the University of Kansas' officers, employees or agents in performance of this Contract and which are subject to the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.) may be processed according to the Act. The Contractor shall not be responsible for a claim of, or liability for, the negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the responsibility shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

#### **Article 2. Insurance**

Without limiting Contractor's liability, it is agreed that Contractor shall provide proof of the following coverages through either a Certificate of insurance or a letter stating Self-Insured. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services.

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**2.1 Workers' Compensation Insurance** (Self-Insurance letter dated 3/3/2014 provided by the Kansas Department of Health and Environment)\*: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by applicable law.

**2.2 Commercial General Liability Insurance** (Certificate #13-14 BA UMB, 14-15 GL) \*: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

**2.3 Commercial Automobile Liability Insurance** (Certificate #12806845)\*: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

\*Please reference Certificate of Coverage for the State of Kansas and Self Insurance Letter.

[Email approval of alternate language from Alaska Dep. Of Administration, Div. of Risk Management on file]

**APPENDIX C**  
**Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. This "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," must be acknowledged and submitted with this signed Agreement.

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(SIGNING THIS AGREEMENT COMPLETES THE CERTIFICATION. BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Agreement.

### Instructions for Certification

1. By signing and submitting this Agreement, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Agreement is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions ~~and in all solicitations for lower tier covered transactions.~~

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7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## **APPENDIX D**

### **SCOPE OF SERVICES**

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From approval to June 30, 2014, complete tasks assigned to the first work period in RFP 2014-0500-2154:

- Attendance of AAI staff at project planning meeting May 13-14, 2014, in Juneau Alaska; at minimum the following will be present: project director, senior technical advisor, and a representative of the technology team. If possible, the project liaison will also attend.
- Attendance at the spring TAC meeting (April 23-24, 2014) in Anchorage, AK; at minimum, the program manager, the project director, and a senior technical advisor.
- Fully defining scope of work for the FY15 contract.
- Conduct a five day passage writing workshop in Alaska, location to be determined jointly with EED, in June 2014.
- Prepare for item reviews for the fall practice test, to be conducted remotely at a time agreed to by EED and AAI. Item reviews will include EED staff as well as Alaskan educators.
- Technology readiness communications and planning with EED and/or districts, including, but not limited to, the following activities: hiring and training Alaska Project Liaison, establishing the [akassessment.org](http://akassessment.org) website and content, developing a communication plan regarding technology readiness.
- Review existing Alaska items to align and/or recode to Alaska Standards; determine items to be used in practice test or operational tests.
- Review items in AAI item bank for alignment to Alaska Standards.
- Determine data transfer protocols between AAI and EED.

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## **APPENDIX E**

### **Payment Schedule**

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The department will reimburse the contractor for satisfactory completion of services identified in Appendix D and upon receipt of an original, signed invoice.

Payments will be made upon receipt of a monthly invoice for the items described in Appendix D. Amount paid in FY14 shall not exceed the amount quoted in KUCR proposal to RFP 2014-0500-2154.

**APPENDIX F**  
**RFP & Proposal as Part of the Contract**

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Per Section 3.04 of RFP 2014-0500-2154 RFP 2014-0500-2154 and the Achievement and Assessment Institute (AAI) at the University of Kansas proposal to RFP 2014-0500-2154 are incorporated into this contract as Appendix F. In case of conflict, the following order of precedence shall govern:

1. This contract document;
2. RFP 2014-0500-2154;
3. Achievement and Assessment Institute (AAI) at the University of Kansas proposal to RFP 2014-0500-2154.