



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

CHANGE ORDER

Dispatch via Print

Public Education Department

300 Don Gaspar Ave.
Room 109
Santa Fe NM 87501
United States

Vendor: 0000068317
MEASURED PROGRESS
100 EDUCATION WAY
DOVER NH 03820

Purchase Order 92400-0000024733	Date 09/04/2009	Revision 1 - 01/11/2010	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination		Ship Via Best Way
Buyer LORETTA B LOPEZ			Phone

Ship To: 300 Don Gaspar Ave.
Room 123
Santa Fe NM 87501
United States

Bill To: 300 Don Gaspar Ave.
Room 123
Santa Fe NM 87501
United States

Origin: EXC Excl/Excl #: 13-1-99 A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PSC for the NM Standards Based Assessment		1.00	EA	24,745.00	24,745.00	09/04/2009
	92400-79000-Z90157-535200- - - - -90924-90157						
	Schedule Total					<u>24,745.00</u>	
	Contract ID: 10 924 P527 0079	Contract Line: 0			Release: 1		
	Item Total					<u>24,745.00</u>	
2- 1	PSC for the NM Standards Based Assessment		1.00	EA	1,625,985.15	1,625,985.15	09/04/2009
	92400-84402-7010000000-535200- - -PEDA4301GY08- -110-90000						
	Schedule Total					<u>1,625,985.15</u>	
	Contract ID: 10 924 P527 0079	Contract Line: 0			Release: 2		
	Item Total					<u>1,625,985.15</u>	
3- 1	PSC for the NM Standards Based Assessment		1.00	EA	2,105,288.85	2,105,288.85	09/04/2009
	92400-84402-7010000000-535200- - -PEDA4301GY09- -110-90000						
	Schedule Total					<u>2,105,288.85</u>	
	Contract ID: 10 924 P527 0079	Contract Line: 0			Release: 3		
	Item Total					<u>2,105,288.85</u>	
	Total PO Amount					<u>3,756,019.00</u>	

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public Education Department, hereinafter referred to as the "Agency," and Measured Progress Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows:

1. **Scope of Work.**

The Contractor shall provide the following services set forth in Attachment 3-A, in addition to those specified in Attachment 1-A of the original Contract and Attachment 2-A of Contract Amendment 1. Attachment 3-A is attached hereto and made part of this amendment and hereinafter designated as "the Project."

2. **Compensation.**

- A. Under this Agreement, the Agency shall pay to the Contractor in full payment for services rendered compensation decreased by **\$277,788.00**, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Amendment, totaling \$0.00, shall be paid by the Agency to the Contractor. The total amount of the monies payable to the Contractor under this Amendment, including gross receipts tax, shall not exceed **\$14,392,388.00**, pursuant to the Budget Schedules in Attachment 3-B and Attachment 3-C.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 3-A of this Amendment compensation to equal and not to exceed **\$3,763,864.00** in FY 2010. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2010 totaling **\$0.00** shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor in FY 2010 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,763,864.00, pursuant to the Budget Schedule in Attachment 3-B and Attachment 3-C.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 3-A compensation to equal and not to exceed **\$3,405,620.00** in FY 2011. The New Mexico gross receipts tax levied on the

amounts payable under this Agreement in FY 2011 totaling **\$0.00** shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor in FY 2011 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,405,620.00, pursuant to the Budget Schedule in Attachment 3-B and Attachment 3-C.**


The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 3-A compensation to equal and not to exceed **\$3,638,697.00** in FY 2012. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2011 totaling **\$0.00** shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor in FY 2012 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,638,697.00, pursuant to the Budget Schedule in Attachment 3-B and Attachment 3-C.**


The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 3-A compensation to equal and not to exceed **\$3,584,207.00** FY 2013. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2011 totaling **\$0.00** shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor in FY 2013 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,584,207.00, pursuant to the Budget Schedule in Attachment 3-B and Attachment 3-C.**

Under Contract # 10-924-P527-0079 and all Amendments to said Contract, the total amount of the monies payable to the Contractor, including gross receipts tax and expenses, shall not exceed **\$14,392,388.00**.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below, or a specified date, whichever is later.

By:  Date: 12.28.09
Veronica C. García, Ed.D.
Secretary of Education

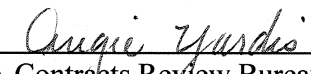
By:  Date: 12-11-09
Robert A. Kmetz
CFO and Treasurer
Measured Progress, Inc.

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-478211-00-4

By:  Date: 12/16/09
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By:  Date: 01/13/10
DFA Contracts Review Bureau

Attachment "3-A"

- 1) Produce Reusable Standards Based Assessment (SBA) and Standards Based Assessment/ High School Graduation Assessment (SBA/HSGA) Booklets with Separate Answer Documents.** The Contractor shall produce reusable grades 4 through 8 SBA and grade 11 SBA/HSGA test booklets with separate answer documents for paper and pencil administration. This amended specification represents a reduction in the scope of work in the original Contract. The Contractor shall produce consumable SBA booklets for grade 3, as specified in the Original Contract.

 - a) The specification in section 1.b.i of the original Contract for production of consumable grades 3 through 8 SBA and grade 11 SBA/HSGA test booklets required the production of answer documents that are integrated with the test booklets. That requirement is hereby amended for grades 4-8 and 11 under the terms of this agreement such that the Contractor shall produce grades 4 through 8 SBA and grade 11 SBA/HSGA answer documents that are separated from test booklets.
 - b) The Contractor shall reduce the cost of producing and scanning SBA and SBA/HSGA test booklets and answer documents, invoiced to school districts and schools, as specified in section 4 of Attachment 3-A of this Amendment.
 - c) The Contractor shall produce 4 alternative forms in English and 2 alternative forms in Spanish, with the same order of items, except the inclusion of different sets of field test items, for each form. The specification of 1.b.i of the original Contract for production of alternative forms, with a different order of items in each form, including a different order of field test items, for each form is hereby amended. The cost of producing and scanning the 4 alternative forms in English and the 2 alternative forms in Spanish remains as specified in Attachment 1-B of the original contract with respect to the amendment of item order in alternative forms.

- 2) Implementation of 2 Percent Back Reading Process for SBA and SBA/HSGA Constructed Response Items.** The Contractor shall provide the following services associated with the inter-rater reliability of scoring constructed response items on the grades 3 through 8 SBA and the grade 11 SBA/HSGA. This amended specification represents a reduction in the scope of work in the original Contract.

 - a) The specification in section 2.iii of the original Contract requires monitoring procedures of hand scoring of constructed response items on the SBA and SBA/HSGA such that 20 percent of each reader's daily scoring output shall be scored by a second, independent scorer to monitor inter-rater reliability. That requirement is hereby amended under the terms of this agreement such that the Contractor shall implement a back reading process consisting of 2 percent of each reader's daily scoring output that shall be scored by a second, independent scorer to monitor inter-rater reliability.
 - b) The Contractor shall reduce the cost of scoring the constructed response items on the SBA and SBA/HSGA, invoiced to school districts and schools, as specified in section 4 of Attachment 3-A of this Amendment.

- 3) Removal of SBA and SBA/HSGA Student Mark and Erasure Analysis.** The Contractor shall not score and analyze student marking and erasure patterns on SBA and SBA/HSGA answer documents to identify potential instances of student cheating, test administration irregularities, and violations of test security. This amended specification represents a reduction in the scope of work in the original Contract.
- a) The specification in section 2.xii of the original Contract requires scoring and analysis of student marking and erasure patterns on SBA and SBA/HSGA answer documents to identify potential instances of student cheating, test administration irregularities, and violations of test security. That requirement is hereby amended under the terms of this agreement such that the Contractor shall not score and analyze student marking and erasure patterns on SBA and SBA/HSGA answer documents to identify potential instances of student cheating, test administration irregularities, and violations of test security.
 - b) Under this Amendment, the Contractor shall remove the cost of scoring and analyzing student marking and erasure patterns on SBA and SBA/HSGA answer documents specified in the original Contract. Attachment 1-B of the original Contract specifies the cost of scoring and analyzing student marking and erasure patterns on SBA and SBA/HSGA as follows: the cost of deliverable p in Attachment 1-B of the original Contract is \$71,006 in Fiscal Year 2010; the cost of deliverable ii in Attachment 1-B of the original Contract is \$65,860 in Fiscal Year 2011; the cost of deliverable ccc in Attachment 1-B of the original Contract is \$70,163 in Fiscal Year 2012; and the cost of deliverable uuu in Attachment 1-B of the original Contract is \$70,759 in Fiscal Year 2013. Under this Amendment, the cost of scoring and analyzing student marking and erasure patterns on the SBA and the SBA/HSGA, invoiced to the Agency, is \$0.00 in Fiscal Years 2010, 2011, 2012, and 2013, as specified in Attachment 3-C of this Amendment.
- 4) Invoicing School Districts and Schools for SBA and SBA/HSGA Deliverables.** The specification of reusable grades 4 through 8 SBA and grade 11 SBA/HSGA test booklets with separate answer documents and the 2% back reading process for constructed response items on the grades 3 through 8 SBA and grade 11 SBA/HSGA reduces the cost of production, distribution, collection, scoring, and reporting of the SBA and SBA/HSGA for school districts and schools.
- i) The Contractor shall directly invoice the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools in an amount not to exceed \$37.83 for each grade 3 through 8 SBA booklet actually ordered in school year 2009-2010; in an amount not to exceed \$38.96 for each grade 3 through 8 SBA booklet actually ordered in school year 2010-2011; in an amount not to exceed \$44.03 for each grade 3 through 8 SBA booklet actually ordered in school year 2011-2012; in an amount not to exceed \$45.35 for each grade 3 through 8 SBA booklet actually ordered in school year 2012-2013.
 - ii) The Contractor shall directly invoice the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools in an amount not to exceed \$57.17 for each grade 11 SBA/HSGA booklet actually ordered in school year 2009-2010; in an amount not to exceed \$54.24 for each grade 11 SBA/HSGA booklet actually ordered in school year 2010-2011; in an amount not to exceed \$78.48 for each grade 11 SBA/HSGA booklet actually ordered in school year 2011-2012; in an amount not to exceed \$78.48 for each grade 11 SBA/HSGA booklet actually ordered in school year

2012-2013.

- iii) The estimated total cost to school districts, charter schools, State educational institutions, and Bureau of Indian Education schools for the grades 3 through 8 SBA will be \$5,730,668.00 in fiscal year 2010; will be \$5,902,588.00 in fiscal year 2011; will be \$6,669,939.00 in fiscal year 2012; will be \$6,870,037.00 in fiscal year 2013. The estimates do not represent a guaranteed number of orders placed or total revenue generated from orders placed, and neither the Agency nor the School Districts, charter schools, State Educational Institutions, and U.S. Bureau of Indian Education schools shall be obligated financially or otherwise by these estimates.
- iv) The estimated total cost to school districts, charter schools, State educational institutions, and Bureau of Indian Education schools for the grades 11 SBA/HSGA will be \$1,829,307 in fiscal year 2010; will be \$2,061,254 in fiscal year 2011; will be \$2,087,663 in fiscal year 2012; will be \$2,982,375 in fiscal year 2013. The estimates do not represent a guaranteed number of orders placed or total revenue generated from orders placed, and neither the Agency nor the School Districts, charter schools, State Educational Institutions, and U.S. Bureau of Indian Education schools shall be obligated financially or otherwise by these estimates.

Attachment "3-B"

Budget Schedule

Deliverable	Completion	Price (Including GRT)
a. Produce Reusable SBA and SBA/HSGA Booklets with Separate Answer Documents		
	2/19/2010	
DELIVERABLE PRICE TO PED		\$0.00
b. Implementation of 2% Back Reading Process for SBA and SBA/HSGA Constructed Response Items		
	6/4/2010	
DELIVERABLE PRICE TO PED		\$0.00
p. Removal of SBA and SBA/HSGA Student Mark and Erasure Analysis		
	6/4/2010	
DELIVERABLE PRICE TO PED		<\$71,006.00>
<u>TOTAL ADJUSTMENT FOR FY 2010</u>		<u><\$71,006.00></u>
d. Produce Reusable SBA and SBA/HSGA Booklets with Separate Answer Documents		
	2/18/2011	
DELIVERABLE PRICE TO PED		\$0.00
e. Implementation of 2% Back Reading Process for SBA and SBA/HSGA Constructed Response Items		
	6/3/2011	
DELIVERABLE PRICE TO PED		\$0.00
ii. Removal of SBA and SBA/HSGA Student Mark and Erasure Analysis		
	6/3/2011	
DELIVERABLE PRICE TO PED		<\$65,860.00>
<u>TOTAL ADJUSTMENT FOR FY 2011</u>		<u><\$65,860.00></u>
g. Produce Reusable SBA and SBA/HSGA Booklets with Separate Answer Documents		
	2/17/2012	
DELIVERABLE PRICE TO PED		\$0.00
h. Implementation of 2% Back Reading Process for SBA and SBA/HSGA Constructed Response Items		

	6/2/2010	
	DELIVERABLE PRICE TO PED	\$0.00
ccc.	Removal of SBA and SBA/HSGA Student Mark and Erasure Analysis	
	6/2/2010	
	DELIVERABLE PRICE TO PED	<\$70,163.00>
<u>TOTAL ADJUSTMENT FOR FY 2012</u>		<u><\$70,163.00></u>
j.	Produce Reusable SBA and SBA/HSGA Booklets with Separate Answer Documents	
	2/16/2012	
	DELIVERABLE PRICE TO PED	\$0.00
k.	Implementation of 2% Back Reading Process for SBA and SBA/HSGA Constructed Response Items	
	6/1/2010	
	DELIVERABLE PRICE TO PED	\$0.00
uuu.	Removal of SBA and SBA/HSGA Student Mark and Erasure Analysis	
	6/2/2010	
	DELIVERABLE PRICE TO PED	<\$70,759.00>
<u>TOTAL ADJUSTMENT FOR FY 2013</u>		<u><\$70,759.00></u>

ATTACHMENT 3-C

Compensation from Original Contract, Amendment No. 1, and Amendment No. 2 by Fiscal Year

	FY 2010	FY 2011	FY 2012	FY 2013	Row Total
Original Contract					
	Costs, Including GRT	Costs, Including GRT	Costs, Including GRT	Costs, Including GRT	Costs, Including GRT
Total Expenditures	\$3,827,025.00	\$3,442,858.00	\$3,693,135.00	\$3,641,880.00	\$14,604,898.00

Amendment No. 1

Total Expenditures	\$7,845.00	\$28,622.00	\$15,725.00	\$13,086.00	\$65,278.00
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Amendment No. 2 Reduction of Costs in Original Contract

Removal of SBA & SBA/HSGA Mark & Erasure Score and Analysis	-\$71,006.00	-\$65,860.00	-\$70,163.00	-\$70,759.00	-\$277,788.00
GRAND TOTAL	\$3,763,864.00	\$3,405,620.00	\$3,638,697.00	\$3,584,207.00	\$14,392,388.00