

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 6

TO: LIMITED DISTRIBUTION - OHIO DEPARTMENT OF EDUCATION
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: CONTRACT FOR VALUE-ADDED ANALYSIS AND REPORTING

Attached are pages 1, 4, 6 and 7 to this contract. Remove these pages from the existing contract and replace with the attached page on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective January 1, 2016 through December 31, 2016.

Mutually agreed upon revisions to the Terms and Conditions were added. Contractor's Contact was also updated.

All other prices, terms and conditions remain unchanged.

This Amendment, the Contract and any additional Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

94684
SAS Institute Inc.
100 SAS Campus Drive
Cary, NC 27513
lindia.harbaugh@sas.com



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: VALUE-ADDED ANALYSIS AND REPORTING

CONTRACT NUMBER: CSP903214

EFFECTIVE DATES: 08/13/13 TO 12/31/15

* Renewal through 12/31/16

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP903214 that opened on June 21, 2013. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Education as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

*Indicates renewal effective January 1, 2016.

- A. Files containing the re-calculated value-added measures for state accountability and teacher reporting will be delivered to ODE in a form mutually agreeable to the parties.
- B. Web reporting for Ohio state assessment accountable schools and districts will be updated with the re-calculated value-added measures.
- C. Web reporting for Ohio state assessments and extended testing teachers will be updated with the re-calculated value-added measures.

It is important to note that the web application will update the value-added and multi-year trend metrics only for the schools that have students whose data were updated the appeals process. In other words, schools that did not have students whose data were updated in the appeals process will not have any changes to their value-added and multi-year trend metrics.

MUTUALLY AGREED-UPON CLARIFICATION TO TERMS AND CONDITIONS

5.3.3 Ownership of Deliverables

Contractor shall use SAS software products ("Software") to provide EVAAS analyses and reporting, including but not limited to any web reporting and any specialized or customized report formats or data analyses, showing analyses of student achievement data for potential summative and formative use from test data ("Reports"). Contractor hereby grants the State a limited, nontransferable, nonexclusive, royalty-free license to (i) use any website established and maintained by Contractor, (ii) receive the benefits of the Software, via the Reports, used by Contractor to produce the Reports, and (iii) use any Reports delivered to the State pursuant to the Contract. The Reports, Contractor's time, and the licenses granted herein shall be the sole deliverables provided to the State hereunder. Nothing herein grants the State a license to access or use the Software.

Contractor shall retain exclusive ownership of the Software, any web site established by Contractor to deliver any Reports to the State, and the Reports, including any intellectual property rights embodied therein. The license granted with respect to any website established and maintained by Contractor shall terminate upon expiration of this Contract. The licenses granted by Contractor in connection with the right to receive the benefit of the Software, via the Reports, and the use of any Reports, are perpetual. Contractor retains ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any Deliverable.

*5.3.2 Insurance

Contractor shall carry Privacy/Network Security (Cyber) liability coverage providing protection against liability for:

- 1) Privacy breaches (no matter how it occurs),
- 2) System breach,
- 3) Denial or loss of service,
- 4) Introduction, implantation, or spread of malicious software code, and
- 5) Unauthorized access to or use of computer systems with limits of \$20 million.

No exclusion or restriction for unencrypted portable devices/media shall be on the policy. The insurance requirement needs to include both Technology Errors & Omissions and Cyber (Privacy/Network Security). It can be a combined policy but shall contain both types of coverage.

*5.3.3 Limitation of Liability

Contractor is not liable for any special, consequential, incidental, indirect, reliance, or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to Contractor or could have been reasonably foreseen by Contractor. In no event shall Contractor's liability for damages of any kind arising for any reason under this Contract, including direct damages, exceed Twenty Million United States Dollars (\$20,000,000). The State acknowledges this limitation of liability is reasonable in light of the State's ability to limit its exposure to damages through involvement in the Services provided by Contractor and by reviewing any Reports delivered by Contractor. The State bears full responsibility to third parties for its use of the Reports.

*Indicates change 01/01/16.

*9. Receive Ohio state assessment appeals data for teacher level analyses. This could include information from the school/district appeals that will be used alongside other teacher level appeals to rerun the Ohio state assessment value-added models. Results will be delivered via excel.		Included	\$ 30,000.00	\$ 30,000.00
*10. Receive extended testing appeals data for teacher level analyses. This could include information from extended testing value-added models (including the historical mini grant updates). Results will be delivered via excel.		Included	\$ 35,625.00	\$ 35,625.00
*11. Update the web reporting completely		Included	\$ 37,500.00	\$ 37,500.00
*Total	\$2,218,432.00 plus R&D and Auditor's Findings Data Update	\$3,576,310.00 plus R&D and Auditor's Findings Data Update	\$3,750,685.00 plus R&D	\$3,750,685.00 plus R&D

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

94684
 SAS Institute Inc.
 100 SAS Campus Drive
 Cary, NC 27513

BID CONTRACT NO.: CSP903214-1 (12/31/15)

TERMS: Net 30

*CONTRACTOR'S CONTACT:

Lindia Harbaugh

Office: (919) 531-9405
 E-Mail: Lindia.harbaugh@sas.com

*Indicates change 01/01/16.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
6	01/01/16	To renew the contract an additional twelve (12) months, effective January 1, 2016 through December 31, 2016, and to add mutually agreed upon revisions to the Terms and Conditions. Contractor's Contact was also updated.
5	03/12/15	To add the process and cost for updating Value-Added analyses with appeals data.
4	03/04/15	To change Contractor's Contact.
3	06/27/14	To add the Dropout Recovery Measure and re-paginate the document.
2	03/28/14	To clarify details for the Auditor's Findings Update.
1	03/18/14	To modify deliverables in response to the Auditor of State Report; to repaginate and, to add Summary of Amendments page.