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Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144



Paul K. Leather  
Deputy Commissioner  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

June 29, 2015

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

Retroactive  
sole source

**REQUESTED ACTION**

Authorize the Department of Education to **retroactively** amend a contract, as **sole source**, with Brian Philpot, of Westford, MA (Vendor Code # 228844), in the amount of \$36,400 from \$122,300 to \$158,700 to develop a state dashboard on the School and District Profiles, develop a tool for data requests and data presentation, and develop high school feedback reports, from the date of Governor and Council approval for the period of July 1, 2015 through June 30, 2016. The original contract was approved on November 14, 2012, item #132, and amended on June 19, 2013 item #196. 100% Federal Funds:

Funds are available in account titled Longitudinal Data Grant, pending legislative approval of the next biennial budget, as follows:

		FY2016
06-56-56-563510-61560000-102-500731	Contracts for Program Services	\$36,400

**EXPLANATION**

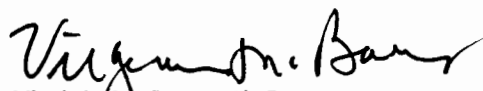
This amendment request is **retroactive** due to the administrative delays encountered in coordinating the expanded scope of work with the vendor. This amendment request is **sole source** due to the specialized nature of the technical work required. The vendor has been instrumental in developing an early warning system and enhancing our School and District Profile to provide stakeholder access to aggregate data. The vendor has developed extensive knowledge of our data systems and data bases and has provided exceptional work. Additional work needs to be completed on the School and District Profiles, development of a tool for data requests and data presentation, and high school feedback reports. For this reason the Department is requesting approval for **sole source**. No additional training will be required for the vendor to continue to work on the remaining project outcomes. This vendor has been providing support to the Department of Education for approximately two and a half years.

On November 14, 2012, the Department entered into a contract with Brian Philpot to provide technical assistance for the development of applications in support of the Statewide Longitudinal Data System (SLDS) Federal grant. Brian Philpot was the successful candidate of a thorough RFP process in July of 2012.

The outcomes of the SLDS grant are critical to the Department's work ; 1) develop tools to help schools evaluate effective educators, 2) develop tools to allow a variety of stakeholders access to individual and/or aggregate student data to improve student education (groups include, special education students, foster children, etc.) and, 3) develop tools as part of an early warning system and college readiness system to help ensure students are successful in k-12 schools and prepared for college.

Should federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink that reads "Virginia W. Barry". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Virginia W. Barry, Ph.D.

Commissioner of Education

AMENDMENT TO CONTRACT FOR SERVICES

HEREBY RESOLVED THAT the Department of Education, hereinafter referred to as "the Agency" and Brian Philpot (vendor #228844) "Sole Source" hereinafter referred to as "the Contractor", pursuant to an agreement between the parties that was approved by Governor and Council on November 14, 2012, item #132, and June 19, 2013, item # 196, hereby agree amend the same as follows:

- I. To increase the price limitation by \$36,400.00 from \$122,300.00 to \$158,700.00.
II. To modify contract date from the date of June 30, 2015 through June 30, 2016 upon Governor and Council approval.

This amendment of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. No other provisions of the existing agreement are otherwise amended.

IN WITNESS WHEREOF, the parties, hereto, have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION

By: Virginia M. Barry, Ph.D.
Commissioner of Education

And: Brian Philpot
(Contractor)

By: Brian Philpot

STATE OF NH

County of Merrimack

On this the 20th day of May 2015, before me, Patricia J. Butler the undersigned officer, personally appeared, Brian Philpot, as The Contractor, who has satisfactorily proven to be the person identified above as in the foregoing contract and as being authorized to do so has executed the foregoing amendment for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Patricia J. Butler
Notary Public/Justice of the Peace (sign and print name)
My commission expires February 6, 2018

Approved as to form substance and execution by the Division of Personnel this 24 day of June, 2015

By: Dana Gillep

Approved as to form, substance and execution by the Attorney General this 10 day of June, 2015

By: [Signature]

Approved by Governor and Council this \_\_\_ day of \_\_\_, 2015 item number \_\_\_



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

**Denis Goulet**  
*Commissioner*

June 20, 2015

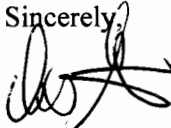
Virginia M. Barry, Commissioner  
State of New Hampshire  
Department of Education  
101 Pleasant Street  
Concord NH 03301

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Education's request to enter into a contract amendment with Brian Philpot, sole proprietor of Westford, MA (Vendor Code 228844) as described below and referenced as DoIT No. 2013-099B.

This is a request to amend a contract to provide one additional year of technical assistance for the development of applications in support of the Statewide Longitudinal Data System (SLDS) Federal Grant. The amendment increases the funding by \$36,400, from \$122,300 to \$158,700, upon Governor and Executive Council approval through June 30, 2016.

A copy of this letter should accompany the Department of Education's submission to the Governor and Executive Council for approval.

Sincerely,  
  
Denis Goulet

DG/ltn  
2013-099B

cc: Chris Hensel, DoIT  
Irene Koffink, DOE  
Leslie Mason, DoIT


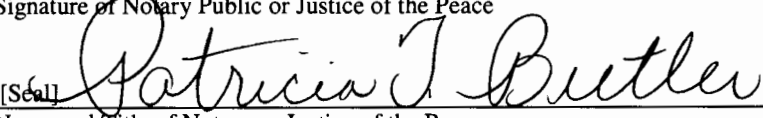
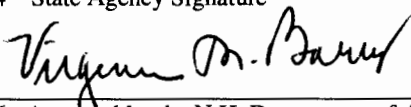
Subject: Brian Philpot

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Brian Philpot</u>		1.4 Contractor Address <u>18 Hemlock Road, Westford Mass, 07886</u>	
1.5 Contractor Phone Number <u>(978) 923-0057</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$158,700</u>
1.9 Contracting Officer for State Agency <u>Dr. Virginia M. Barry</u>		1.10 State Agency Telephone Number <u>603-271-3142</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Brian Philpot, Sole Proprietor</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/20/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		PATRICIA T. BUTLER NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patricia T. Butler Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Dr. Virginia M. Barry, Commissioner Department of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana Hellegruen</u> Director, On: <u>6-5-15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Eric McAty</u> On: <u>6/11/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**EXHIBIT A  
SERVICES TO BE PROVIDED**

Brian Philpot will develop queries, create database objects, develop web applications and perform related technical jobs to meet the goals of the SLDS Grant. In particular, to assist with the development of the following activities:

1. The Evaluation of Effective Educators
  - a. Collection of educator and assessment data
  - b. Data validation
  - c. Reports and tools to view growth and performance results
  - d. Develop a system to manage the process (timeline, schedule, completion status, etc.) to evaluate educators
  
2. Informed Decision Making
  - a. Expand the School and District Profile by developing reports to provide greater access to education information to multiple stakeholders
  - b. Integrate special education data into the i4see system and data warehouse
  - c. Integrate juvenile justice and foster data
  - d. Develop a return on investment indicator
  - e. Create a dashboard integrated into the District Profiles
  
3. College and Career Readiness
  - a. Integrate additional early warning indicator data
  - b. Update an early warning indicator report
  - c. Integrate data for college and career readiness
  - d. Develop a college and career readiness report

Attend weekly status meetings. The attendance for many of these meetings can be virtual; however, a minimum of once per month join the status meetings in Concord. May be asked to attend meetings in Concord when necessary to gather business and technical requirements. These meetings will be planned and scheduled in advance with sufficient notice.

Contractor Initials BP  
Date 5-20-2015

**EXHIBIT B**

**Program Facilitation**

FY 16 - 14 hours per week @ \$50.00 per hour

**Limitation on Price:**

To increase the Price Limitation from \$122,300 to \$158,700

This contract will not exceed \$158,700

Funds will come from the following account:

06-56-56-563510-61560000-102-500731 - Contracts for Program Svcs    FY 2016  
\$36,400

**Method of Payment:**

Payment to be made on the basis of bi-weekly or monthly invoices which are supported by a summary of activities that have taken place in accordance with the terms and conditions of the contract as stated in Exhibit A. Otherwise correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices will be submitted to:

Irene Koffink, Administrator III  
Division of Program Support  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials BP  
Date 5-16-2015

**EXHIBIT C**

Authorize waiver of the insurance provision 14.1.1-14.3.

Contractor will carry appropriate levels of automobile insurance during the term of this contract.

Contractor Initials BP  
Date 5-20-2015

**COVERAGE SELECTIONS PAGE**

This page and any attached endorsements form a part of your policy



This policy is issued by:

The Commerce Insurance Company  
Webster, MA 01570-0758  
www.Commerceinsurance.com

Item 1: This policy is issued to:

**BRIAN W PHILPOT  
MARY PHILPOT  
18 HEMLOCK RD  
WESTFORD**

**MA 01886**

Massachusetts Personal Automobile

Policy Number: [REDACTED]  
Agent: [REDACTED]

100  
**THE GEORGE GATH INS AGENCY  
AGENCY INC.  
703 CHELMSFORD STREET  
LOWELL MA 01851**

Item 2: This policy is in effect from:

**JUNE 30, 2015 to**

**JUNE 30, 2016 (12:01 A.M Eastern Standard Time)**

Item 3: Description of your Auto:

Auto 1	06 HONDA PILOT LX 4D WAGON	Auto 4	07 TOYOTA PRIUS 4D HATCH
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**DIRECT BILL**

Item 4: This policy provides only the coverages for which a premium charge is shown:

Coverages, Parts 1-12	AUTO 1				AUTO 4			
COMPULSORY INSURANCE	LIMITS	Deductible	Annual Premium	Adjusted Premium	LIMITS	Deductible	Annual Premium	Adjusted Premium
1 Bodily Injury To Others	\$ 20000 per Person \$ 40000 per Accident	None	\$ 54	54	\$ 20000 per Person \$ 40000 per Accident	None	\$ 61	61
2 Personal Injury Protection	\$ 8000 per Person	\$ NONE — yourself — yourself and — household members	\$ 17	17	\$ 8000 per Person	\$ NONE — yourself — yourself and — household members	\$ 20	20
3 Bodily Injury Caused By An Uninsured Auto (Compulsory Limits \$20,000 / \$40,000)	\$ 100000 per Person \$ 300000 per Accident	None	\$ 7	7	\$ 100000 per Person \$ 300000 per Accident	None	\$ 8	8
4 Damage To Someone Else's Property (Compulsory Limits \$5,000)	\$ 100000 per Accident	None	\$ 117	117	\$ 100000 per Accident	None	\$ 146	146
<b>OPTIONAL INSURANCE</b>								
5 Optional Bodily Injury To Others	\$ 100000 per Person \$ 300000 per Accident	None	\$ 30	30	\$ 100000 per Person \$ 300000 per Accident	None	\$ 35	35
6 Medical Payments	\$ per Person	None	\$		\$ per Person	None	\$	
7 Collision	Actual Cash Value *	\$ 1000	\$ 91	91	Actual Cash Value *	\$ 1000	\$ 137	137
8 Limited Collision	Actual Cash Value	\$	\$		Actual Cash Value	\$	\$	
9 Comprehensive	Actual Cash Value	\$ 1000	\$ 31	31	Actual Cash Value	\$ 1000	\$ 41	41
10 Substitute Transportation	Up to \$ a day, maximum	None	\$		Up to \$ a day, maximum	None	\$	
11 Towing and Labor	Up to \$ for each disablement	None	\$		Up to \$ for each disablement	None	\$	
12 Bodily Injury Caused By An Underinsured Auto	\$ 100000 per Person \$ 300000 per Accident	None	\$ 13	13	\$ 100000 per Person \$ 300000 per Accident	None	\$ 14	14

<b>MERIT-RATING PLAN</b>	Premium Adjustment	99	\$ 58-	58-	Premium Adjustment	99	\$ 76-	76-
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<b>PREMIUM (per AUTO)</b>	AUTO	\$ 302	302	AUTO	\$ 386	386
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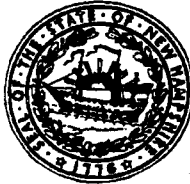
<b>TOTAL PREMIUM (POLICY)</b>	* INCL WAIVER OF DED	\$ 688.00
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DISAPPEARING DEDUCTIBLE CREDITS AS OF 03/30/2015: \$300

DISCOUNTS	Account	Age 65 & Older	Annual Mileage	Anti Theft	Good Student	MCD	Shop Smart	Student Away	Motorcycle Training	Pay Plan	Smart Driver	Clean in 3	Welcome Back
AUTO 1		11%	8%	20%		8%				7%			
AUTO 4		11%		20%		8%				7%			

REFER TO OTHER SIDE FOR ADDITIONAL INFORMATION  
INSURED

Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144



FOR INFORMATION ONLY  
G & C Letter # \_\_\_\_\_  
G & C Date 6-19-13  
APPROVED:  
Page # Paul K. Leather  
Item # Deputy Commissioner 196  
Tel. 603-271-3801

DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

STATE OF NEW HAMPSHIRE

April 12, 2013

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Education to amend a contract, as sole source, with Brian Philpot, (Vendor Code # 228844), originally approved on November 14, 2012, item #132, for \$39,100 for an additional amount of \$83,200 for a total contract cost not to exceed \$122,300 from the date of Governor and Council approval through June 30, 2015, pending legislative approval of the next biennium budget. These funds are available from and are 100% Federal:

Account number and amount	FY2013	FY 2014	FY 2015
06-56-56-563510-61560000-046-500464	\$39,100		
06-56-56-563510-61560000-046-500464		\$41,600	\$41,600

### EXPLANATION

On November 14, 2012, the Department entered into a contract with Brian Philpot to provide technical assistance for the development of applications in support of the Statewide Longitudinal Data System (SLDS) Federal grant. Brian Philpot was the successful candidate of a thorough RFP process in July of 2012. Brian has been instrumental in developing an early warning system and enhancing our School and District Profile to provide stakeholder access to aggregate data. Brian has developed extensive knowledge of our data systems and data bases and has provided exceptional work. For these reasons the Department is requesting approval for sole source. No additional training will be required for Brian to continue to work on the remaining project outcomes.

The outcomes of the three year SLDS grant are critical to the Departments work ; 1) develop tools to help schools evaluate effective educators, 2) develop tools to allow a variety of stakeholders access to individual and/or aggregate student data to improve student education (groups include, special education students, foster children, etc.) and, 3) develop tools as part of an early warning system and college readiness system to help ensure students are successful in k-12 schools and prepared for college.

Respectfully submitted,

A handwritten signature in cursive script that reads "Virginia M. Barry".

Virginia M. Barry, Ph.D.  
Commissioner of Education

AMENDMENT TO CONTRACT FOR SERVICES

HEREBY RESOLVED THAT the Department of Education, hereinafter referred to as "the Agency" and Brian Philpot (vendor #228844) "Sole Source" hereinafter referred to as "the Contractor", pursuant to an agreement between the parties that was approved by Governor and Council on October 1, 2012, item #132, hereby agree to retroactively amend the same as follows:

- I. To increase the price limitation by \$83,200.00 from \$39,100.00 to \$122,300.00.
II. To modify contract date from the date of June 30, 2013 through June 30, 2015 upon Governor and Council approval.

This amendment of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. No other provisions of the existing agreement are otherwise amended.

IN WITNESS WHEREOF, the parties, hereto, have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF EDUCATION

By: Virginia M. Barry, Ph.D. Commissioner of Education

And: Brian Philpot (Contractor)

By: Brian Philpot

STATE OF NH County of Merrimack

On this the 6th day of June, 2013, before me, Patricia T. Butler, the undersigned officer, personally appeared, Brian Philpot, as The Contractor, who has satisfactorily proven to be the person identified above as in the foregoing contract and as being authorized to do so has executed the foregoing amendment for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Patricia T. Butler Notary Public/Justice of the Peace (sign and print name) PATRICIA T. BUTLER My commission expires NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 6, 2018

Approved as to form substance and execution by the Division of Personnel this 6 day of June, 2013

By: Karen O. Hutchins

Approved as to form, substance and execution by the Attorney General this 6 day of June, 2013.

By: [Signature]

Approved by Governor and Council this \_\_\_ day of \_\_\_, 2013 item number \_\_\_.



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Peter C Hastings**  
*Acting Commissioner*

May 8, 2013

Virginia M. Barry, Commissioner  
State of New Hampshire  
Department of Education  
101 Pleasant Street  
Concord NH 03301

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Education's request to enter into a contract amendment with Brian Philpot, sole proprietor of Westford, MA (Vendor Code 228844) as described below and referenced as DoIT No. 2013-099A

This is a request to amend a contract to provide two additional years of technical assistance for the development of applications in support of the Statewide Longitudinal Data System (SLDS) Federal grant. The amendment increases the funding by \$83,200, from \$39,100 to \$122,300 upon approval of Governor and Council approval through June 30, 2015.

A copy of this letter should accompany the Department of Education's submission to the Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/ltn  
2013-099A

cc: Chris Hensel, DoIT  
Irene Koffink, DOE  
Leslie Mason, DoIT

Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144



Paul Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

April 23, 2013

**Peter C. Hastings**  
*Acting Commissioner*  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301-6506

### **Summary of Requested Action**

Authorize the Department of Education to amend a contract with Brian Philpot, Sole Proprietor, (Vendor Code # 228844), originally approved on November 14, 2012, item #132, for \$39,100 for an additional amount of \$83,200 for two years, for a total contract cost not to exceed \$122,300 from the date of Governor and Council approval through June 30, 2015, pending legislative approval of the next biennium budget.

On November 14, 2012, the Department entered into a contract with Brian Philpot to provide technical assistance for the development of applications in support of the Statewide Longitudinal Data System (SLDS) Federal grant. Brian has been instrumental in developing an early warning system and enhancing our School and District Profile to provide stakeholder access to aggregate data. Brian's exceptional work and extensive knowledge of our systems and databases will provide the technical assistance needed to complete the remaining grant outcomes.

The Department SLDS grant addresses three critical areas of the Department's work; 1) develop tools to help schools evaluate effective educators, 2) develop tools to allow a variety of stakeholders access to individual and/or aggregate student data to improve student education (groups include, special education students, foster children, etc.) and, 3) develop tools as part of an early warning system and college readiness system to help ensure students are successful in k-12 schools and prepared for college.

The grant application indicated that the Department has a small, but strong team of developers, however, the quantity of work for this team is greater than can be achieved. Funds for consultants to assist in development projects was provided for in the grant. Since the grant is for a limited time, hiring a consultant is more favorable than hiring additional state staff.



### **Prior Related Actions**

On November 14, 2012, the Department entered into a contract with Brian Philpot to provide technical assistance for the development of applications in support of the Statewide Longitudinal Data System (SLDS) Federal grant.

The State issued a Request for Proposal and an advertisement was placed in the Union Leader from July 9, 2012 through July 11, 2012 and posted on the Department website from July 5, 2012 through July 20, 2012. The Department received 11 responses to the RFP.

### **Supporting Documentation**

The supporting documentation includes the grant application.

### **Alternatives**

This contract is critical to the completion of the SLDS grant requirements. DoIT staff at the DOE does not have the capacity to complete the grant requirement in the time frame required by the grant.

If this contract is not approved completion of the grant requirements is at risk and therefore funding for the next two fiscal years will be at risk.

### **Open Standards**

The requirement for open source software and open data formats does not apply to this contract.

### **Benefits**

Mr. Philpot's work has been exceptional and his extensive knowledge of our systems and databases will provide the technical assistance needed to complete the remaining grant outcomes. Extending this contract will save time, effort and cost of retraining a new consultant.

### **Impact on Other State Agencies and Municipalities**

There is no impact on other state agencies; however, all NH schools, districts and public will benefit from the reports and processes developed.

**Summary of Requested Action**

**Agency:** Department of Education

**Date:** April, 2012

Date of most recently approved SITP:	October 22, 2005
SITP Initiative / Project Name:	Follow the Child Assistance Center
SITP Initiative / Project Number:	n/a
Project Beginning Date:	Governor and Council Approval
Project Ending Date:	November 30, 2017
A&E RID #	n/a

**Requisition Information:**

Vendor Name	Requisition Number	State contract (Y) or (N)
Brian Philpot		Y

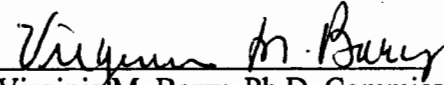
**Funding Sources and Amounts:**

	Object Codes	FY2013	FY2014	FY2015	TOTAL
OTHER *					
STATE					
FEDERAL		39,100	\$41,600	\$41,600	\$122,300
<b>TOTAL</b>		39,100	\$41,600	\$41,600	\$122,300

**Contact person:**

Chris Hensel, IT Manager  
 Department of Information Technology  
 101 Pleasant Street  
 Concord, NH 03301  
 603-271-3884  
[Chris.Hensel@oit.nh.gov](mailto:Chris.Hensel@oit.nh.gov)

**Department Head Approval:**

  
 Virginia M. Barry, Ph.D, Commissioner  
 Department of Education

**EXHIBIT A  
SERVICES TO BE PROVIDED**

The contractor will develop queries, create database objects, develop web applications and perform related technical jobs to meet the goals of the SLDS Grant. In particular, to assist with the development of the following activities:

1. The Evaluation of Effective Educators
  - a. Collection of educator and assessment data
  - b. Data validation
  - c. Reports and tools to view growth and performance results
  - d. Develop a system to manage the process (timeline, schedule, completion status, etc.) to evaluate educators
  
2. Informed Decision Making
  - a. Expand the School and District Profile by developing reports to provide greater access to education information to multiple stakeholders
  - b. Integrate special education data into the i4see system and data warehouse
  - c. Integrate juvenile justice and foster data
  - d. Develop a return on investment indicator
  - e. Create a dashboard integrated into the District Profiles
  
3. College and Career Readiness
  - a. Integrate early warning indicator data
  - b. Develop an early warning indicator report
  - c. Integrate data for college and career readiness
  - d. Develop a college and career readiness report

Attend weekly status meetings. The attendance for many of these meetings can be virtual; however, a minimum of once per month join the status meetings in Concord. May be asked to attend meetings in Concord when necessary to gather business and technical requirements. These meetings will be planned and scheduled in advance with sufficient notice.

Contractor Initials BP  
Date 6-6-13

**EXHIBIT B**

Program Facilitation  
(16 hours per week @ \$50.00 per hour)

**Limitation on Price:**

To increase the Price Limitation from \$39,100 to \$122,300

This contract will not exceed \$122,300.

Funds will come from the following account:

Account number and amount	FY 2014	FY 2015
06-56-56-563510-61560000-046-500464	\$41,600	\$41,600

**Method of Payment:**

Payment to be made on the basis of bi-weekly or monthly invoices which are supported by a summary of activities that have taken place in accordance with the terms and conditions of the contract as stated in Exhibit A, otherwise correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices will be submitted to:

Irene Koffink, Administrator III  
Division of Program Support  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials BP  
Date 6-6-13

**EXHIBIT C**

Authorize waiver of the insurance provision 14.1.1-14.3.

Contractor will carry appropriate levels of automobile insurance during the term of this contract.

Contractor Initials BP  
Date 1-6-13

**COVERAGE SELECTIONS PAGE**

This page and any attached endorsements form a part of your policy

This policy is issued by:

The Commerce Insurance Company  
Webster, MA 01570-0758  
www.Commerceinsurance.com

Item 1: This policy is issued to:

BRIAN W PHILPOT  
MARY PHILPOT  
18 HEMLOCK RD  
WESTFORD

MA 01886

Massachusetts Personal Automobile

Policy Number: JP1345  
Agent: 1J0

THE GEORGE GATH INS AGENCY  
AGENCY INC.  
703 CHELMSFORD STREET  
LOWELL MA 01851

Item 2: This policy is in effect from:

JUNE 30, 2013 to

JUNE 30, 2014 (12:01 A.M Eastern Standard Time)

Item 3: Description of your Auto:

DIRECT BILL

Auto 1 06 HONDA PILOT LX 4D WAGON 2HKYF18166H517061	Auto 4 07 TOYOTA PRIUS 4D HATCH JTDKB20U777576686
--	--

Item 4: This policy provides only the coverages for which a premium charge is shown:

Coverages, Parts 1-12	AUTO 1				AUTO 4							
	LIMITS	Deductible	Annual Premium	Adjusted Premium	LIMITS	Deductible	Annual Premium	Adjusted Premium				
<b>COMPULSORY INSURANCE</b>												
1 Bodily Injury To Others	\$ 20000 per Person \$ 40000 per Accident	None	\$ 59	59	\$ 20000 per Person \$ 40000 per Accident	None	\$ 61	61				
2 Personal Injury Protection	\$ 8000 per Person	\$ NONE — yourself — household members	\$ 20	20	\$ 8000 per Person	\$ NONE — yourself — household members	\$ 21	21				
3 Bodily Injury Caused By An Uninsured Auto (Compulsory Limits \$20,000 / \$40,000)	\$ 100000 per Person \$ 300000 per Accident	None	\$ 9	9	\$ 100000 per Person \$ 300000 per Accident	None	\$ 9	9				
4 Damage To Someone Else's Property (Compulsory Limits \$5,000)	\$ 100000 per Accident	None	\$ 122	122	\$ 100000 per Accident	None	\$ 122	122				
<b>OPTIONAL INSURANCE</b>												
5 Optional Bodily Injury To Others	\$ 100000 per Person \$ 300000 per Accident	None	\$ 32	32	\$ 100000 per Person \$ 300000 per Accident	None	\$ 33	33				
6 Medical Payments	\$ per Person	None	\$		\$ per Person	None	\$					
7 Collision	Actual Cash Value *	\$ 1000	\$ 99	99	Actual Cash Value *	\$ 1000	\$ 137	137				
8 Limited Collision	Actual Cash Value	\$	\$		Actual Cash Value	\$	\$					
9 Comprehensive	Actual Cash Value	\$ 1000	\$ 33	33	Actual Cash Value	\$ 1000	\$ 44	44				
10 Substitute Transportation	Up to \$ a day, maximum	None	\$		Up to \$ a day, maximum	None	\$					
11 Towing and Labor	Up to \$ for each disablement	None	\$		Up to \$ for each disablement	None	\$					
12 Bodily Injury Caused By An Underinsured Auto	\$ 100000 per Person \$ 300000 per Accident	None	\$ 17	17	\$ 100000 per Person \$ 300000 per Accident	None	\$ 17	17				
<b>MERIT RATING PLAN</b>	Premium Adjustment	99	\$ 62-	62-	Premium Adjustment	99	\$ 71-	71-				
<b>PREMIUM (per AUTO)</b>	AUTO		\$ 329	329	AUTO		\$ 373	373				
<b>TOTAL PREMIUM (POLICY)</b>	* INCL WAIVER OF DED						\$ 702.00					
DISAPPEARING DEDUCTIBLE CREDITS AS OF 06-30-2013: \$250												
<b>DISCOUNTS</b>	Account	Age 65 & Older	Annual Mileage	Anti Theft	Good Student	MCD	Shop Smart	Student Away	Motorcycle Training	Pay Plan	Smart Driver	Clean in 3
AUTO 1	11%			20%		8%				5%		
AUTO 4	11%			20%		8%				5%		

REFER TO OTHER SIDE FOR ADDITIONAL INFORMATION  
INSURED

## SUMMARY

MBA graduate with over twelve years web application development experience and the following Microsoft Certifications: Microsoft Certified Solution Developer (MCS D) - .NET Framework 2.0 w/Visual Basic.Net, Microsoft Certified Database Administrators (MCDBA) - SQL Server. Looking to help create web-based educational solutions leveraging my experience in education and with the following technologies: ASP/ASP.Net, VB.Net, SQL Server, HTML, JavaScript and AJAX.

## COMPUTER SKILLS

### Languages

- Certified in: ASP.NET Framework 2.0 w/Visual Basic.Net (VB.Net), Oracle T-SQL Exam.
- Proficient with: ASP w/VBScript, JavaScript (w/AJAX) and HTML.

### Software

- Database: Microsoft SQL Server, Microsoft Access and Oracle 9/10g
- Platforms: Microsoft Windows® Server 2000/2003/2008, Microsoft Windows XP/Vista/7

## EXPERIENCE

### Senior Web Developer 2000-Present *Massachusetts Department of Elementary and Secondary Education (ESE)*

- Lead ASP/ASP.Net developer for the ESE Security Portal which is used to exchange secure data stored in Oracle and SQL Server with educational organizations across the Commonwealth. Responsible for developing and supporting over 40 different ASP/ASP.Net web applications.
- Responsible for developing and supporting one of the most heavily used educational websites in Massachusetts - School and District Profiles - <http://profiles.doe.mass.edu/>. The site uses many advanced web technologies including AJAX-enabled controls from Telerik, web service calls to Google's API and Mass GIS to generate dynamic maps and dynamic charts.
- Implemented McAfee Secure to proactively find/resolve web application security vulnerabilities.
- Set standards on ASP/ASP.Net application development related to best practices regarding performance and security.

### Consultant 2004-Present *Connecting Education, Leadership and Technology*

- Assisted with Louisiana Department of Education Longitudinal Data Warehouse deployment.
- Designed and helped with implementation of New Hampshire Department of Education's School and District Profiles website.
- Developed an assessment item bank (SQL Server database) and web application interface for Hawaii Department of Education.

### Senior System Engineer 1998-2000 *Fidelity Investments*

- Assisted with development and deployment of several IIS based Intranet applications utilizing Visual Basic and Visual InterDev and the following data sources: Oracle, Sybase and SQL Server.

### IT Support Specialist 1995-1997 *Hewlett Packard*

- Planned and implemented desktop/server migration. Trained and supported users on Windows NT.

## CERTIFICATIONS

- Microsoft Certified Application Developer - ASP/VB.Net 2.0 Framework - 2007
- Microsoft Certified Database Administrator - SQL Server 2000 - 2001
- Microsoft Certified Professional - Windows NT - 1996

## EDUCATION

- Boston University** 2000  
*Boston, MA - Masters in Business Administration - MIS Concentration - GPA 3.3*
- University of Massachusetts at Amherst** 1994  
*Amherst, MA - Bachelors in Business Administration - Marketing Major - GPA 3.2*

## REFERENCES

- Rachael Traub - Web Master at Massachusetts EOE - 781.338.6897
- Robert Rains - System Engineer at NENS.com - 617.590.3444

Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1983  
Citizens Services Line 1-800-338-9900

FOR INFORMATION ONLY

G & C Letter # \_\_\_\_\_  
G & C Date 11-14-12  
APPROVED: \_\_\_\_\_  
Page # \_\_\_\_\_  
Item # 132  
Paul Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

October 1, 2012

His Excellency, Governor John H. Lynch  
And the Honorable Council  
State House  
Concord, NH 03301

#### REQUESTED ACTION

Authorize the Department of Education to secure the services of Brian Philpot, Westford, Massachusetts (Vendor code 228844) for the purpose of collaborating with the Department of Education to develop reports and queries using Structured Query Language (SQL) and to develop and/or enhance ASP.net applications. The consultant will be assigned to work on existing systems or create new reports, queries and web applications to meet the outcomes specified in the Statewide Longitudinal Data System grant. This contract will be in effect from December 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013, total amount not to exceed \$39,100.

These funds are available from and are 100% Federal Funds:

Account number and amount	FY 2013
06-56-56-653510-61560000-046-500464	\$39,100

#### EXPLANATION

The Department has received a Statewide Longitudinal Data System Federal grant to address three critical areas of the Department's work; 1) develop tools to help schools evaluate effective educators, 2) develop tools to allow a variety of stakeholders access to individual and/or aggregate student data to improve student education (groups include, special education students, foster children, etc.) and, 3) develop tools as part of an early warning system and college readiness system to help ensure students are successful in k-12 schools and prepared for college. The role of this consultant is to create ASP.net



applications and/or develop queries and reports using Microsoft SQL Server and related Microsoft reporting tools. The consultant will be extending existing applications, developing new applications, modifying existing reports and creating new reports.

The grant application indicated that the Department has a small, but strong team of developers, however, the quantity of work for this team is greater than can be achieved. Funds for consultants to assist in development projects was provided for in the grant.

An advertisement was placed in the *Union Leader* from July 9, 2012 through July 11, 2012 and posted on the Department website from July 5, 2012 through July 20, 2012. The Department received 11 responses to the RFP. New Hampshire Department staff members Irene Koffink, Joe Pipinias, Ryan Stevens and Michael Schwartz, who are knowledgeable about the services needed, scored the proposal and interviewed the top three candidates. Brian Philpot received the highest rating and also had the lowest hourly rate.

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

Subject:



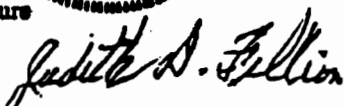
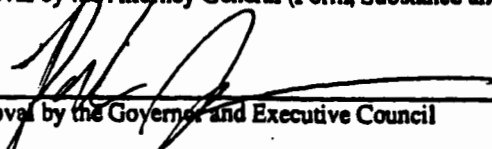
Brian Philpot

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS


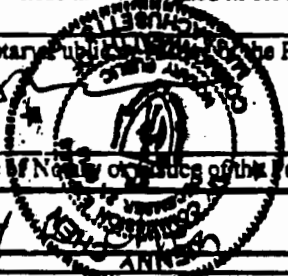
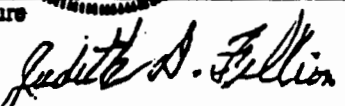
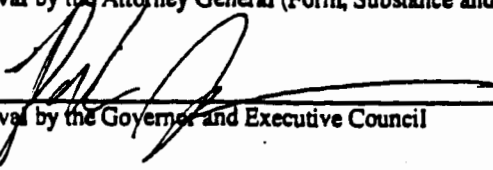
1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Brian Philpot, MCSD		1.4 Contractor Address 18 Hemlock Road, Westford, MA 01886	
1.5 Contractor Phone Number 978-923-0057	1.6 Account Number 01005661560000046500464	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$39,100.00
1.9 Contracting Officer for State Agency Dr. Judith D. Fillion		1.10 State Agency Telephone Number 271-3855	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Philpot, Sole Proprietor	
1.13 Acknowledgement: State of <u>MA</u> County of <u>Middlesex</u> On <u>10/15/2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public in and for the State of New Hampshire  [Seal]			
1.13.2 Name and Title of Notary Public in and for the State of New Hampshire Jenny Annunzio			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Dr. Judith D. Fillion, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Karen D Hutchins</u> Director, On: <u>10/22/12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/22/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Brian Philpot, MCSD</u>		1.4 Contractor Address <u>18 Hemlock Road, Westford, MA 01886</u>	
1.5 Contractor Phone Number <u>978-923-0057</u>	1.6 Account Number <u>01005661560000046500464</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>\$39,100.00</u>
1.9 Contracting Officer for State Agency <u>Dr. Judith D. Fillion</u>		1.10 State Agency Telephone Number <u>271-3855</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Brian Philpot, Sole Proprietor</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>10/5/2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public in and for the State of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Judge of the Peace <u>Jenny Annen</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Dr. Judith D. Fillion, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Karen D Hutchins</u> Director, On: <u>10/22/12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/22/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**PROPOSAL REVIEW SCORE SHEET**

Company	Contractor	Scorer 1 total score	Scorer 2 total score	Scorer 3 total score	Scorer 4 total score	Average Score
22 <sup>nd</sup> Technologies	Lavanya Gujja	93	89	82	89	88
RMC Research	John Parsons	100	83	90	76	87
Brian Philpot	Brian Philpot	95	94	86	92	92

100 points

- a. (zero to 45 points) a concise abstract of your experiences that explain the background you would bring to the role of SLDS Developer;
- b. (zero to 30 points) a description of the services that you could provide as an SLDS Developer;
- c. (zero to 10 points) a description of your work schedule offsite and onsite; and
- d. (zero to 15 points) an itemized budget of cost per hour times the number of hours of contracted service to be provided.