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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
21 South Fruit Street, Suite #20
Concord, N.H. 03301
FAX 603-271-3454
High School Equivalency Program
Tel. 603-271-6699

January 3, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUEST ACTION

1. Authorize the Department of Education to enter into a contract with the Educational Testing Service (ETS), Princeton, New Jersey (vendor code 175106) in an amount not to exceed \$375,000.00, to provide high school equivalency testing and technical support services to New Hampshire residents, effective upon Governor and Council approval through December 31, 2020. 100% General Funds.

Funds to support this request are available in the following account titled Adult Education, in FY 2017 and are anticipated to be available in FY 2018 through FY 2021 upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

FY 2017	06-56-56-566010-7004-602-500932	State Funds Non-Match	\$ 37,500.00
FY 2018	06-56-56-566010-7004-602-500932	State Funds Non-Match	\$ 75,000.00
FY 2019	06-56-56-566010-7004-602-500932	State Funds Non-Match	\$ 93,750.00
FY 2020	06-56-56-566010-7004-602-500932	State Funds Non-Match	\$112,500.00
FY 2021	06-56-56-566010-7004-602-500932	State Funds Non-Match	\$ 56,250.00
		TOTAL	\$375,000.00

2. Subject to Governor and Council approval and the contractor's acceptable performance of terms herein, authorize the Department of Education an option to exercise a renewal option for up to 2 years pending legislative approval of future biennial budgets.

EXPLANATION

The Bureau of Adult Education administers the statewide high school equivalency program. Approximately 1,200 NH citizens take this test annually with a passing rate of 87.5%. Most recipients of a New Hampshire High School Equivalency certificate move on to higher education, improved employment opportunities and entrance into the military.

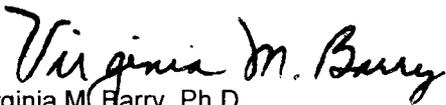
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The State of New Hampshire posted a Request for Proposals (RFP-BAE-2016-111) on the Department of Administrative Services Website on May 9, 2016 for high school equivalency testing services. The RFP was also provided to the three publishers that could provide this testing service within the United States: HiSET, published by Educational Testing Services, GED, published by Pearson, and TASC, Data Recognition Corporation. A vendor conference was held on May 23, 2016 with representatives from the three high school equivalency test publishers. The deadline for receipt of proposals was June 24, 2016. One vendor, Education Testing Service, responded with a submission. New Hampshire requested a test that was available in both computer-based and paper-based format. Based on that requirement and thirteen other criteria, the proposal submitted by Educational Testing Service (ETS), for their HiSET test, received ratings from the readers (Attachment A).

The proposal was reviewed by a panel consisting of a Department of Education staff member and representatives from three of the largest high school equivalency testing sites in New Hampshire. The reviewers utilized an evaluation tool that was developed based on the Request for Proposal requirements and a scoring system established by the Department of Education, Bureau of Adult Education and the Department of Information Technology. The review panel recommended approval of a contract with Educational Testing Service.

As a result, the Department of Education is recommending approval of a contract with Educational Testing Service.

Respectfully submitted,


Virginia M. Barry, Ph.D
Commissioner of Education

S:/dcta/bvr/vrco/common/G&C/ETS G&C Letter 2017

Attachment A

Scoring for review of the NH High School Equivalency Testing Service RFP BAE-2016-111

NOTE: Educational Testing Services was the only respondent to this RFP.

Proposal Criteria	Points Available	LH	DS	MP	SB	Average
Test Format	200	190	190	180	180	185.00
Alignment	100	75	80	60	80	73.75
Portability	100	80	75	75	80	77.50
Accommodations	100	75	90	90	90	86.25
Cost	100	80	90	80	90	85.00
Cut Scores	50	30	40	40	25	33.75
Item Development	50	25	40	50	45	40.00
Supplement Resources	50	30	30	40	35	33.75
Practice Tests	50	25	30	10	10	18.75
Computer Testing	50	45	45	50	35	43.75
PD/Training	50	40	30	40	35	36.25
Timeframe	50	50	50	50	50	50.00
Vendor Experience	50	45	40	50	50	46.25
TOTALS	1,000	790	830	815	805	810.00

Review of BAE-2016-111 proposal was conducted on Friday, July 15, 2016 from 9:00 a.m. - 1:00 p.m. in Room 243 of the Walker Building at 21 South Fruit Street, Concord, NH.

The following individuals served as reviewers for the proposals:

- Leslie Haslam** Leslie is the Program Director for Exeter Adult Education and the Chief Examiner for the Exeter Testing Center, the Crossroad Testing Center and Rockingham County House of Corrections Testing Center. Leslie has more than 30 years of experience as an adult educator in New Hampshire. She has been a Chief Examiner for the high school equivalency exam since 1994.
- Deanna Strand** Deanna is the Program Director for the Dover Adult Learning Center and the Chief Examiner for the Dover Testing Center, Rochester Testing Center and Strafford County House of Corrections Testing Center. Dover is NH's highest volume test center. Deanna has experience with paper-based and computer-based testing. She has been a Chief Examiner for the high school equivalency exams since 2009.
- Mary Phillis** Mary is the Chief Examiner for the Nashua Testing Center. Nashua is the second highest volume testing center in New Hampshire. Mary has experience with paper-based and computer-based testing. She has been a Chief Examiner for the high school equivalency exams since 2006.
- Sarah Bennett** Sarah is the Education Consultant for the NH Department of Education, Bureau of Adult Education and the statewide high school equivalency administrator. She is responsible for monitoring the high school equivalency program, establishing policy and enforcing regulations regarding testing and certificate issuance. Previously she was a GED examiner for 8 years.



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

October 24, 2016

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

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an agreement with Educational Testing Service (Vendor # 175106) as described below and referenced as DoIT No. 2016-111.

The purpose of this request is to enter into an agreement with Educational Testing Service (ETS) to provide high school equivalency testing services for the State of New Hampshire. ETS will provide a web-based application, testing materials in both paper and computer based format, customer service and technical support. The contract will become effective upon Governor and Council approval through December 31, 2020. The amount of the contract is not to exceed \$375,000.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/ik
DoIT 2016-111

cc: Sarah Bennett, Chris Hensel

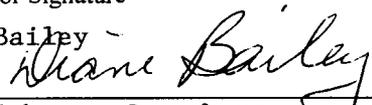
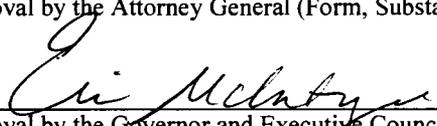
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education Bureau of Adult Education		1.2 State Agency Address 21 South Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name Educational Testing Service		1.4 Contractor Address 660 Rosedale Road Princeton, NJ 08541	
1.5 Contractor Phone Number 609-619-1640	1.6 Account Number 7004000-602-500932	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$375,000
1.9 Contracting Officer for State Agency Arthur Ellison, Administrator		1.10 State Agency Telephone Number 603-271-6699	
1.11 Contractor Signature Diane Bailey 		1.12 Name and Title of Contractor Signatory Vice President, ETS Educator Series and HiSET	
1.13 Acknowledgement: State of NJ, County of Mercer On 10/26/16, 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]			
1.13.2 Name and Title of Notary or Justice of the Peace Edmund Gordon, Notary Public			
1.14 State Agency Signature Virginia M. Barry Date: 11/20/16		1.15 Name and Title of State Agency Signatory VIRGINIA M. BARRY Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/16/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

My Commission Expires February 17, 2020

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
CONTRACT AGREEMENT – GENERAL PROVISIONS**

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TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

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	acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – <i>Software</i> - Critical, does not allow System to

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	<p>operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles

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Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by <CONTRACTOR> as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the

Authorized ETE initials: RLB DoIT Template 8/12/15
10/26/2016

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	System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying

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10/26/2016

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	the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Education – Bureau of Adult Education 21 South Fruit Street, Suite 20 Concord, NH 03301 Reference to the term “State” shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for

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	review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when <CONTRACTOR> is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which <CONTRACTOR> is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.

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Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

Authorized ETE initials: RB

DoIT Template 8/12/15

10/26/2016

**STATE OF NEW HAMPSHIRE
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HIGH SCHOOL EQUIVALENCY TESTING SERVICE
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CONTRACT AGREEMENT – GENERAL PROVISIONS**

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Education (“State”), and Educational Testing Service, a New Jersey non-profit Corporation, (“ETS”), having its principal place of business at 660 Rosedale Road, Princeton, New Jersey 08541.

The purpose of this contract is to provide nationally-recognized, Common Core aligned, high school equivalency testing services in order to determine eligibility for a New Hampshire high school equivalency certificate.

RECITALS

The State desires to have ETS provide high school equivalency testing services, and associated Services for the State;

ETS wishes to provide high school equivalency testing services through the administration of the HiSET exam.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):

- A.** The Contract Agreement – General Provisions
- B.** Consolidated Exhibits
 - Exhibit A- Deliverables, Milestones and Activities
 - Exhibit B- Pricing and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Software License
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Certificates and Attachments
 - Exhibit N- The Vendor Proposal, by reference
 - Exhibit O- Minimum System Requirements

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1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. *The State of New Hampshire Terms and Conditions*, Contract Agreement.
- b. State of New Hampshire, Department of Education, Bureau of Adult Education Contract 2016-111.
- c. State of New Hampshire, Department of Education, Bureau of Adult Education RFP 2016-111.
- d. Vendor Proposal response to RFP 2016-111

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Contract shall begin on the Effective Date and extend through December 31, 2020. The Term may be extended up to two years, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

ETS shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require ETS to commence work prior to the Effective Date; however, if ETS commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of ETS. In the event that the Contract does not become effective, the State shall be under no obligation to pay ETS for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

The payment by the State of the contract price shall be the only and the complete reimbursement to the ETS for all expenses, of whatever nature incurred by the ETS in the performance hereof, and shall be the only and the complete compensation to the ETS for the services. The State shall have no liability to the ETS other than the Contract Price.

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The State reserves the right to offset from any amounts otherwise payable to the ETS under this Agreement those liquidated amounts required or permitted by N.H. RSA80:7 through RSA 80:7-c or any other provision of law.

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 General Provisions Page 1, block 1.8.

3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. ETS shall not be responsible for any delay, act, or omission of such other vendors, except that ETS shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of ETS.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both ETS and State personnel. ETS shall provide all necessary resources to perform its obligations under the Contract. ETS shall be responsible for managing the Project to its successful completion.

4.1 THE VENDOR'S CONTRACT MANAGER

ETS shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. ETS's Contract Manager is:

Jean Shipos
Contract Manager
General Counsel's Office
Mail Stop 03J
Educational Testing Service
660 Rosedale Road
Princeton, NJ 08541
Ph: 609-683-2735
Fax: 609-683-2766
Email: jshipos@ets.org

4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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ETS shall assign a Project Manager who meets the requirements of the Contract. ETS's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed ETS Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of ETS's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 4.2.2** ETS Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as ETS's representative for all administrative and management matters. ETS's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. ETS's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. ETS's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3** ETS shall not change its assignment of ETS Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ETS's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than ETS Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. ETS shall assign a replacement ETS Project Manager within ten (10) business days of the departure of the prior ETS Project Manager, and ETS shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim ETS Project Manager.
- 4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare ETS in default and pursue its remedies at law and in equity, if ETS fails to assign a ETS Project Manager meeting the requirements and terms of the Contract.
- 4.2.5** ETS Project Manager is:
Douglas Garcia
Senior Director of the HiSET
1800 K Street NW, Suite 900
Washington, DC 20006
Tel: 202-659-8042

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Email: dgarcia001@ets.org

4.3 ETS KEY PROJECT STAFF

- 4.3.1** ETS shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on ETS Key Project Staff. The State reserves the right to require removal or reassignment of ETS's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.
- 4.3.2** ETS shall not change any ETS Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of ETS Key Project Staff will not be unreasonably withheld. The replacement ETS Key Project Staff shall have comparable or greater skills than ETS Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,
- 4.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare ETS in default and to pursue its remedies at law and in equity, if ETS fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with ETS's replacement Project staff.

4.3.3.1 ETS Key Project Staff shall consist of the following individuals in the roles identified below:

ETS's Key Project Staff:	
<u>Key Member(s)</u>	<u>Title</u>
Douglas Garcia	Senior Director of the HiSET
Jason Carter	HiSET National Director
Tina Hawkins	HiSET Client Relations Specialist
Amy Riker	National Executive Director & Executive Oversight Liasion, HiSET
Adriana Wells	Director of Operations

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4.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State’s representative with regard to Contract administration. The State Contract Manager is:

Sarah Ladd Bennett
Education Consultant
NH Department of Education, Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301
Tel: (603) 271-6701
Fax: (603) 271-3454
Email: Sarah.Bennett@doe.nh.gov

4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager’s duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all ETS Contact;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders’ concerns.

The State Project Manager is:

Sarah Ladd Bennett
Education Consultant
NH Department of Education, Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301
Tel: (603) 271-6701
Fax: (603) 271-3454
Email: Sarah.Bennett@doe.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and ETS Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: *Use of State’s Information, Confidentiality*.

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5. DELIVERABLES

5.1 VENDOR RESPONSIBILITIES

ETS shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

ETS may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 18: *General Terms and Conditions* herein. ETS must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider ETS to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

ETS shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, ETS represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from ETS that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify ETS in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of ETS's written Certification. If the State rejects the Deliverable, the State shall notify ETS of the nature and class of the Deficiency and ETS shall correct the Deficiency within the period identified in the Work Plan. If no period for ETS's correction of the Deliverable is identified, ETS shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify ETS of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If ETS fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require ETS to continue until the Deficiency is corrected, or immediately terminate the Contract, declare ETS in default, and pursue its remedies at law and in equity.

5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

5.5 SECURITY

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The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Exhibit F: Testing Services* for detailed information on requirements for Security testing.

6. SOFTWARE

ETS shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

7. SERVICES

ETS shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

ETS shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 IMPLEMENTATION SERVICES

ETS shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 TESTING SERVICES

ETS shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

7.4 TRAINING SERVICES

ETS shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

ETS shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

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7.6 WARRANTY SERVICES

ETS shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

8. WORK PLAN DELIVERABLE

ETS shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. ETS shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve ETS from liability to the State for damages resulting from ETS's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, ETS must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of ETS or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by ETS to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from ETS's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five

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(5) business days of ETS's receipt of a Change Order, ETS shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

ETS may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to ETS's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from ETS to the State, and the State acceptance of ETS's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with ETS.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data 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 demandor upon termination of this Agreement for any reason.

10.3 VENDOR'S MATERIALS

Subject to the provisions of this Contract, ETS may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, ETS shall not distribute any products containing or disclose any State Confidential Information. ETS shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by ETS employees or third party consultants engaged by ETS.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and

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petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.5 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, ETS may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). ETS shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for ETS's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

ETS shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to ETS in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the

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written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. ETS shall immediately notify the State if any request, subpoena or other legal process is served upon ETS regarding the State Confidential Information, and ETS shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, ETS shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 VENDOR CONFIDENTIAL INFORMATION

Insofar as ETS seeks to maintain the confidentiality of its confidential or proprietary information, ETS must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that ETS considers the Software and Documentation to be Confidential Information. ETS acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by ETS as confidential, the State shall notify ETS and specify the date the State will be releasing the requested information. At the request of the State, ETS shall cooperate and assist the State with the collection and review of ETS's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be ETS's sole responsibility and at ETS's sole expense. If ETS fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to ETS, without any liability to ETS.

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to ETS shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

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12.2 ETS

Subject to applicable laws and regulations, in no event shall ETS be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and ETS's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to ETS's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

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 shall survive termination or Contract conclusion.

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 INDEMNIFICATION.

ETS 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 ETS. 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 TERMINATION

This Section 14 shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

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

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide ETS written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If ETS fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving ETS notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give ETS a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to ETS during the period from the date of such notice until such time as the State determines that ETS has cured the Event of Default shall never be paid to ETS.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and ETS shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

14.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

14.2 TERMINATION FOR CONVENIENCE

14.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to ETS. In the event of a termination for convenience, the State shall pay ETS the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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14.2.2 During the thirty (30) day period, ETS shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

14.3 TERMINATION FOR CONFLICT OF INTEREST

14.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if ETS did not know, or reasonably did not know, of the conflict of interest.

14.3.2 In the event the Contract is terminated as provided above pursuant to a violation by ETS, the State shall be entitled to pursue the same remedies against ETS as it could pursue in the event of a default of the Contract by ETS.

14.4 TERMINATION PROCEDURE

14.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require ETS to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

14.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, ETS shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of ETS and in which the State has an interest;

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- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that ETS has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15 CHANGE OF OWNERSHIP

In the event that ETS should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with ETS, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with ETS, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to ETS, its successors or assigns.

16 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 ETS shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State’s prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

16.2 ETS shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees (“Assigns”) are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve ETS of any of its obligations under the Contract nor affect any remedies available to the State against ETS that may arise from any event of default of the provisions of the contract. The State shall consider ETS to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

16.3 Notwithstanding the foregoing, nothing herein shall prohibit ETS from assigning the Contract to the successor of all or substantially all of the assets or business of ETS provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that ETS should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with ETS, its successors or assigns for the full remaining term of the Contract; continue under the Contract with ETS, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to ETS, its successors or assigns.

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17 DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	ETS	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Douglas Garcia Senior Director	Sarah Ladd Bennett State Project Manager	5 Business Days
First	Amy Riker National Executive Director	Arthur Ellison Director	10 Business Days
Second	Diane Bailey Vice President, HiSET	Virginia Barry Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other party.

18 GENERAL TERMS AND CONDITIONS

18.1 CONDITIONAL NATURE OF CONTRACT

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving ETS notice of such termination.

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The State shall not be required to transfer funds from any other account to the account identified in General Provisions, Page 1, block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

18.2 COMPLIANCE BY ETS WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

18.2.1 In connection with the performance of the Contract, ETS shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon ETS, including, but not limited to, civil rights and equal opportunity laws. ETS shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, ETS shall comply with all applicable copyright laws.

18.2.2 During the term of the Contract, ETS shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

18.2.3 If the Contract is funded in any part by monies of the United States, ETS 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 issues to implement these regulations. ETS further agrees to permit the State, or United States, access to any of ETS’s pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

18.3 REGULATORY/GOVERNMENT APPROVALS

ETS shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

18.4 WORKERS' COMPENSATION.

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

18.4.2 To the extent the ETS is subject to the requirements of N.H. RSA chapter 281-A, ETS shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which

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the person proposes to undertake pursuant to this Agreement. ETS 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 28 1-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 ETS, or any subcontractor or employee of ETS, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

18.5 PERSONNEL

18.5.1 The performance of ETS's obligations under the Contract shall be carried out by ETS. ETS shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform ETS's obligations under the Contract. ETS warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

18.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (General Provisions, Block 1.7), ETS 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 the Contract. This provision shall survive termination of the Contract

18.5.3 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

18.6 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 ETS.

18.7 NOTICE.

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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 block 18.30, herein.

18.8 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.

18.9 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 insures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement 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.

18.10 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.

18.11. 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.

18.12 SPECIAL PROVISIONS.

Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

18.13. 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.

18.14. 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.

18.15 TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

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The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.16 SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

18.17 PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State agency will work with ETS to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for ETS’s staff.

18.18 ACCESS/COOPERATION

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide ETS with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow ETS to perform its obligations under the Contract.

18.19 REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.20 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), ETS understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall ETS access or attempt to access any information without having the express authority to do so.
- c. That at no time shall ETS access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

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- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times ETS must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by ETS. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if ETS is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.21 EMAIL USE

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal Email systems” or “State-funded Email systems.” ETS understand and agree that use of email shall follow State standard policy (available upon request).

18.22 INTERNET/INTRANET USE

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

18.23 REGULATORY GOVERNMENT APPROVALS

ETS shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.24 INSURANCE

18.24.1 ETS Insurance Requirement

The ETS 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:

18.24.1.1 Comprehensive general liability insurance against claims of bodily injury, death or property damage, in amounts of not less than \$2,000,000 per occurrence; and

18.24.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1 herein, in an amount not less than 80% of the whole replacement value of the property.

18.24.2 The policies described in subparagraph 18.24.1 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.

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18.24.3 ETS 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. ETS 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 entified 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.

18.24.3 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

18.25 EXHIBITS

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

18.26 VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

18.27 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 13: Indemnification which shall all survive the termination of the Contract.

18.28 WORK FOR HIRE

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents

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and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

18.29 FORCE MAJEURE

Neither ETS nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include ETS's inability to hire or provide personnel needed for ETS's performance under the Contract.

18.30 NOTICES

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 following addresses.

TO ETS:

DOUGLAS GARCIA
EDUCATIONAL TESTING SERVICE
660 ROSEDALE ROAD
PRINCETON, NJ 08541
TEL: (609) 619-1640

JEAN SHIPOS
EDUCATIONAL TESTING SERVICE
660 ROSEDALE ROAD
PRINCETON, NJ 08541
TEL: (609) 619-1640

TO STATE:

SARAH LADD BENNETT
STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
BUREAU OF ADULT EDUCATION
21 SOUTH FRUIT STREET, SUITE 20
CONCORD, NH 03301
TEL: (603) 271-6701

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DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview

The general scope of the project is to provide nationally-recognized, Common Core aligned, high school equivalency testing services in order to determine eligibility for a New Hampshire high school equivalency certificate.

General Project Assumptions

1. ETS will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and ETS Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, ETS shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. ETS shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. ETS shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	To be determined after G & C approval
2	Project Status Reports	Written	September 2016 and biweekly thereafter
3	Work Plan	Written	By January 1, 2017
4	Communications and Change Management Plan	Written	By January 1, 2017
5	Deployment Plan	Written	By January 1, 2017
6	Comprehensive Training Plan	Written	By January 1, 2017
7	Documentation of Operational Procedures	Written	By January 1, 2017
8	Conduct Training	Non-Software	September-December 2016
9	Cutover to New Software	Non-Software	Not applicable
OPERATIONS			
10	Ongoing Hosting Support	Non-Software	As needed
11	Ongoing Support & Maintenance	Software	As needed
12	Ongoing Status Meetings	Non-Software	September 2016 and biweekly thereafter
13	Conduct Project Exit Meeting	Non-Software	Prior to end of contract

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3. ACTIVITIES

3.1 Test Format

3.1.1 Available Test Formats

The HiSET Test will be available annually in the following formats:

HiSET Forms Available Annually		
HiSET Test Form	PBT	CBT
English: three (3) forms in English each year	✓	✓
Spanish: three (3) forms in Spanish each year	✓	✓
English Braille: two (2) English forms in Braille each year	✓	
English audio: two (2) English forms in audio each year	✓	
English reader script: two (2) English forms in reader's script each year	✓	
Large Print English: two (2) English forms in Large Print each year including a Large Print answer sheet for PBT	✓	

3.1.2 Test Release Dates

The new test forms will be completed by November 1st of each year and will be ready for implementation by January 2nd for each effective contract year.

3.1.3 Test Content Areas

The HiSET will include five subtests: Language Arts-Reading, Language Arts-Writing, Mathematics, Science and Social Studies.

3.1.4 Collection of Demographic Information

The following demographic information will be collected for each test taker:

<u>Mandatory</u>	<u>Optional</u>
Legal name	Age
Date of Birth	Military member
Gender	Last grade completed
Ethnicity	Type of test preparation used
Address	Reason(s) for taking HiSET
Telephone number	
E-mail	
Last school attended (for all test takers under 21)	

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3.1.5 Transfer of Test Scores

ETS will provide a transfer of encrypted test results and test taker demographic data (see Section 3.1.4) to the State via a password-protected, secure login, secure file transfer protocol (sFTP) site on a schedule determined by agreement between ETS and the State.

ETS will transmit encrypted scored New Hampshire test results and test taker demographic data to the State in a suitable standard XML format for the applicable data warehouse. This will provide information on daily test takers and their results via a password-protected, secure login, secure FTP site. The feed to the State will detail results for test takers who have completed scoring during that time period, and the result feed will include all of their scores to date, as well as their profile and background information collected by ETS during registration and testing times.

Test scores will also be posted to the HiSET Portal, where State-approved testing centers and test takers can view appropriate data by secure login.

In addition, the State and approved testing centers have access to the HiSET data management system, which allows the State to run customized reports. The HiSET data management system is accessible through the HiSET Portal using login credentials.

3.2 Alignment to Common Core and College & Career Readiness (CCR) Standards

3.2.1 Documentation of Alignment

ETS will provide documentation of HiSET alignment to the College and Career Readiness Standards. ETS will identify other national standards used to develop test questions, particularly in the content areas of science and social studies. This documentation will be available for the general public.

3.2.2 Independent Verification of Alignment

ETS will provide access to an independent third-party analysis of the alignment at a minimum of every four years or less if the test item content or standards are dramatically changed in a shorter timeframe.

3.3 Portability of Test Results

ETS will work on the national level to expand the recognition and acceptance of HiSET Scores as a demonstration of skills equivalent to those of a high school graduate. It is recommended that future marketing campaigns target NH-based employers, colleges and the military. They will continue to support the use of HiSET scores in determining eligibility for a State-issued high school equivalency certificate in New Hampshire.

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ETS will provide HiSET marketing materials to NH adult education centers and high schools, in print and through their website.

3.4 Accommodations

3.4.1 Accommodations Not Requiring Special Permission

ETS will provide each Test Administrator with a comprehensive list of test-taking accommodations that are allowable without special permission or documentation.

3.4.2 Commonly Approved Accommodations

ETS will consider the following accommodations: extended time, special location, wheelchair access, audio recording, Braille, screen magnification, scribe, supervised breaks, and sign-language interpreted instructions.

3.4.3 Accommodation Approval Process

Test takers will apply directly to ETS for accommodations and provide their own disability documentation as required by ETS. All requests will be reviewed by a panel of experts. A determination will be made within 10 business days after receiving a complete package.

3.4.4 Notification of Accommodations

Test takers will be informed, via email, whether or not requested accommodations were approved. Test center administrators will also be notified prior to scheduling the test taker for a test.

3.4.5 Appeals

ETS will provide customer service through the ETS Disability Service staff. In the case of non-approved requests, the test taker will receive a detailed explanation. The test taker may correct any deficiencies or provide additional documentation for reconsideration.

3.5 Cost

See Exhibit B.

3.6 Cut Scores

ETS will re-assess standard settings at least every four (4) years to ensure that the HiSET is aligned with the performance standards expected from high school graduates. These settings will be used to establish cut scores.

ETS will continue to evaluate the appropriateness of the college & career readiness score through research comparing the performance of high school seniors on the HiSET with other performance measures such as the ACT, SAT and the Accuplacer.

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3.7 Test Item Development

3.7.1 Test Forms

ETS will provide a minimum of three test forms per calendar year in paper-based and computer-based formats with subtests in the areas of: Language Arts – Reading, Language Arts – Writing, Mathematics, Science, and Social Studies. These tests will use a variety of multiple choice formats that allow for assessment of cognitive processing. The Writing subtest will contain an essay prompt that requires the test-taker to formulate a response that includes evidence from a provided passage.

3.7.2 Alternate Test Forms

In addition to standard English forms, ETS will also provide the following:

- Spanish – three (3) forms per year
- English Braille – two (2) forms per year, not available in CBT
- English audio – two (2) forms per year, not available in CBT
- English reader script – two (2) forms per year, not available in CBT
- Large print English – two (2) forms per year, not available in CBT

3.7.3 Changes to Question Types, Formats or Content

In the event of significant changes to question type, format or content, ETS will provide notification to the State at least six (6) months prior to the change to allow for planning, training and support for adult education instructional staff. This includes sample questions and examples in order to best prepare test takers for the impending change(s).

3.8 Supplemental Resources

3.8.1 Marketing Materials

ETS will provide complimentary marketing materials to be used by testing centers, adult education center and the State. This includes templates for testing center information; posters promoting the HiSET; and an informational website with general information about New Hampshire specific policies updated in coordination with the State Project Manager.

3.8.2 Sample Questions and Practice Tests

ETS will continue to provide sample questions and practice tests, both free and paid.

3.8.3 Instructional Materials

ETS will promote an increase of HiSET-aligned instructional materials by encouraging adult education publishers to provide traditional, written resources such as textbooks, workbooks and lesson plans as well as computer-based preparation activities.

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3.9 Official Practice Tests

Under NH Ed 704.02.e2, students under 18 are required to pass a “certified” practice test to demonstrate competency prior to being allowed to take the high school equivalency exam. The State will use the Official Practice Test (OPT) for HiSET for this purpose.

The test must have the following characteristics:

1. To ensure the security of the test, ETS must restrict the purchase of the OPT to adult education testing centers, high schools and the State.
2. There must be at least two (2) valid forms of the Official Practice Test in each year of the contract to allow for testing and retesting. Alternate forms of the OPT must be available upon request including Spanish, large print, Braille and audio.
3. The OPT must be available as a paper-based test and a computer-based test.
4. The OPT should be aligned to the actual test by asking similar questions. The test should be timed to simulate an actual test environment.
5. ETS will provide any validity or research verifying that the OPT is a predictor of success on the actual tests. OPT scores should be correlated to scores on the actual test.
6. A new OPT must be available at least three (3) months prior to any significant changes to the test format, question type or content changes on the HiSET.

3.10 Computer Based Testing System Requirements

3.10.1 Providing CBT at Existing and Prospective Testing Center

ETS will not require new equipment for approved, existing testing centers.

The HiSET system platform is compatible with common PC hardware and software. Testing centers are responsible for ensuring that their computer systems meet the minimum requirements set by ETS. As listed in the Exhibit O.

3.10.2 Test Delivery Options for Correctional Facilities

ETS will provide a computer-based test that does not require an Internet connection to administer the assessment. ETS Technical Support will work with specific testing centers to determine the viability of computer-based testing at their facility.

3.11 Professional Development/Training

See also Exhibit L: Training Plan

3.11.1 Professional Development Materials

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ETS will provide professional development materials and training for State staff, examiners and testing centers staff through written and online materials.

3.11.2 Test Administrator Training

Approval for all Test Administrators will be sent from the State to ETS. The State will ensure that proposed Test Administrators meet the minimum requirements for both ETS and the State of New Hampshire.

ETS will schedule prospective test administrators for the e-Learning modules.

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EXHIBIT B
PRICING & PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of \$375,000.00 for the period between the Effective Date through December 31, 2020. ETS shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ETS to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	Upon G & C approval
2	Project Status Reports	Written	September 2016 and biweekly thereafter
3	Work Plan	Written	By January 1, 2017
4	Communications and Change Management Plan	Written	By January 1, 2017
5	Deployment Plan	Written	By January 1, 2017
6	Comprehensive Training Plan	Written	By January 1, 2017
7	Documentation of Operational Procedures	Written	By January 1, 2017
8	Conduct Training	Non-Software	September-December 2016
9	Cutover to New Software	Non-Software	Not applicable
OPERATIONS			
10	Ongoing Hosting Support	Non-Software	As needed
11	Ongoing Support & Maintenance	Software	As needed
12	Ongoing Status Meetings	Non-Software	September 2016 and biweekly thereafter
13	Conduct Project Exit Meeting	Non-Software	Prior to end of contract

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1.2 Testing Fees Pricing Worksheet

Description	Initial Unit Cost (2017)	Future Unit Costs		
		Year 1 (2018)	Year 2 (2019)	Year 3 (2020)
Unit pricing for Full Test (Includes all 5 Subtests)	\$50.00	\$50.00	CBT- \$53.75 PBT- \$60.00	CBT- \$53.75 PBT- \$60.00
Unit pricing for Individual Subtest (Includes two free retests per subtest within 12 months)	\$10.00	\$10.00	CBT- \$10.75 PBT- \$15.00	CBT- \$10.75 PBT- \$15.00
Unit pricing for Retest (Includes two free retests per subtest within 12 months)	\$10.00	\$10.00	CBT- \$10.75 PBT- \$15.00	CBT- \$10.75 PBT- \$15.00
Official Practice Test Battery-PBT	\$50.00	\$50.00	\$50.00	\$50.00
Official Practice Test Subtest-PBT	\$10.00	\$10.00	\$10.00	\$10.00
Official Practice Test Battery-CBT	TBD	TBD	TBD	TBD
Official Practice Test Subtest-CBT	TBD	TBD	TBD	TBD

1.3 Services included in Unit Cost

- 2 ETS provides an online HiSET Portal for free access to test taker profiles and registration.
- 3 ETS provides HiSET test materials and scoring services.
- 4 There are no additional fees for scoring, shipping of answer sheets and materials, or reporting.
- 5 For CBT, ETS will provide a system-agnostic platform for use within the existing infrastructure in the State-approved centers —assuming the current centers meet minimum testing center specifications for PBT and CBT as outlines in Exhibit O.

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- 6 There will be no separate fees for data management or for the transfer of records to the State.
- 7 There are no separate fees for State, testing center, or local adult educator training.
- 8 Test takers can access their test scores via the online HiSET Portal at any time. There are no fees for test takers to access their own test scores and/or profile.

1.4 Other Costs

1.4.1 Retake or Retest Costs

The subtest fee includes two free retests per subtest area. Test takers must complete retest attempts within 12 months of their initial registration date for the subtest. Test takers can test no more than three times for each subtest within one calendar year.

1.4.2 Test Preparation Materials

There are free test preparation materials available on the ETS HiSET website.

1.4.3 Official Practice Tests

Purchase of the Official Practice Test, paper-based or computer-based, is not included in this contract. Individual testing centers are required to purchase the Official Practice Test. The State's interest in pricing is only to ensure that the Official Practice Tests are available and affordable for local centers.

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$375,000.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ETS for all fees and expenses, of whatever nature, incurred by ETS in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

ETS shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. ETS shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Sarah Ladd Bennett
Department of Education
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Educational Testing Service
PO Box 371986
Pittsburgh, PA 15251-7986

5. OVERPAYMENTS TO ETS

ETS shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against ETS's invoices with appropriate information attached.

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EXHIBIT C
SPECIAL PROVISIONS**

1. Debarment

The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:

- a. OMB Circular A-110 – “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.” ETS has not make any award or permit any aware (subgrant or contract) at any tier to any party which is debarred or suspended or it otherwise excluded from or ineligible for participation in Federal assistance program under Executive Order 12549, “Debarment and Suspension”.

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EXHIBIT D
ADMINISTRATIVE SERVICES**

1. TRAVEL EXPENSES

The ETS must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the ETS with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the ETS to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The ETS shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, ETS shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

ETS shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

ETS and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. ETS and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. ETS shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to ETS's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

ETS shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and ETS shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E
IMPLEMENTATION SERVICES**

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

ETS Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include ETS Key Project Staff and State Project leaders from Department of Education and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and ETS Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the ETS Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from ETS and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects ETS to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be ETS's responsibility.

The ETS Project Manager or ETS Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The ETS's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. ETS shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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IMPLEMENTATION SERVICES**

As reasonably requested by the State, ETS shall provide the State with information or reports regarding the Project. ETS shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

ETS shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

ETS and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The ETS team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

ETS shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

ETS shall adopt an Implementation time-line aligned with the State's required time-line.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

2.2.1 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

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2.2.2 Change Management and Training

ETS's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

10/26/2014

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EXHIBIT F
TESTING SERVICES**

ETS shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. ETS shall bear all responsibilities for following the testing requirements defined in the RFP related to application system development and maintenance.
2. ETS is responsible for appropriate performance and load tests and penetration tests for new application releases. In addition, ETS must provide a report of the results of such tests to the State Technical Lead.
3. ETS shall bear all responsibilities for implementing a methodology for penetration testing that includes the following:
 - a. Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115)
 - b. Includes coverage for the entire CDE perimeter and critical systems
 - c. Includes testing from both inside and outside the network
 - d. Includes testing to validate any segmentation and scope-reduction controls
 - e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5
 - f. Defines network-layer penetration tests to include components that support network functions as well as operating systems
 - g. Includes review and consideration of threats and vulnerabilities experienced in the last 12 months
 - h. Specifies retention of penetration testing results and remediation activities results.
4. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment)
5. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

ETS shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 ETS's Responsibility

ETS shall maintain the Application System in accordance with the Contract. ETS will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

ETS shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 ETS's Responsibility

ETS will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

a. Class A Deficiencies - ETS shall have available to the State on-call telephone assistance, with issue tracking available to the State, during regular business hours or the ETS shall provide support within two (2) business hours of a request;

b. Class B & C Deficiencies –The State shall notify the ETS of such Deficiencies during regular business hours and the ETS shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 ETS shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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EXHIBIT H
REQUIREMENTS**

Attachment 1: Project Requirements is hereby incorporated on Proposal Attachment C-2 with the following exceptions:

1. H.1.3: The State will require a minimum of Internet Explorer 10 and 256 bit encryption.
2. H1.16: The State allows that patching can be done after ETS patch review board and be based on criticality.
3. H4.9: The State will not perform scheduled and random security audits of ETS's infrastructure and/or the application upon request.
4. H5.16: The State allows that patching be done with ETS patch review board and be based on criticality and as indicated in the Proposal (Appendix N).
5. A.15: The State will require Test Center Administrators to follow the DoIT statewide User Account and Password Policy.

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EXHIBIT I
WORK PLAN**

ETS's Project Manager and the State Project manager shall finalize the Work Plan within 30 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with ETS's plan to implement the testing service. Continued development and management of the Work Plan is a joint effort on the part of ETS and State Project Managers.

The preliminary Work Plan created by ETS and the State is set forth at the end of this Exhibit.

In conjunction with ETS's Project Management methodology, which shall be used to manage the Project's life cycle, the ETS team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and ETS team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with ETS's Work Plan and shall utilize ETS Testing Service to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- ETS shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The ETS Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The ETS Team shall honor all holidays observed by ETS or the State, although with permission, may choose to work on holidays and weekends.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

2. ROLES AND RESPONSIBILITIES

A. ETS Team Roles and Responsibilities

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1) ETS Team Project Executive

The ETS Team's Project Executives (ETS and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the ETS Team Project Manager and the State's Project leadership on the best practices for implementing the ETS Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) ETS Team Project Manager

The ETS Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the ETS Implementation Team. The ETS Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign ETS Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all ETS Team members;
- Provide EVERY TWO WEEKS and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the ETS Project Manager. The role of the State Project Manager is to facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan

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and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the ETS team;
- Assist the ETS Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the ETS Project Manager of any urgent issues if and when they arise; and
- Assist the ETS team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the ETS Software Solution and the business processes the application supports.

3) State Technical Lead

The State's Technical Lead reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and ETS Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the ETS Technical Lead and the State's selected hardware ETS to architect and establish an appropriate hardware platform for the State's Project development and production environments;

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- 4) ETS assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

A. Technical Environment and Management

- The State is responsible for ensuring that testing centers provide the hardware, network, and communication facilities needed to support the Project.
- The State will ensure that the testing centers' hardware operating environment and supporting software shall meet ETS certification requirements for the applications deployment being installed.
- Testing centers are responsible for providing the Internet access.

B. Project Schedule

- Deployment is planned to begin on October 1, 2016 with a planned go-live date of January 1, 2017.

C. Reporting

- ETS shall conduct status meetings every two weeks, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

D. User Training

- The ETS Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

3. TEST SCORES FILE INTERFACE

ETS technical support will work with the State Technical Lead to implement and test the test scores file interface.

This includes, but not limited to, providing secure FTP site account and credentials, establishing security certificate, file data definition, mappings and layout, examples of parsing/processing the contents of the data file and other documentation available to implement this interface between ETS HiSet and the State Adult Education system.

ETS shall provide suitable test score files for development and testing of the interface.

ETS shall assist the State with the resolution of problems and issues associated with the development and implementation of the test scores file interface.

4. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

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EXHIBIT I
WORK PLAN**

Activity, Deliverable or Milestone	Deliverable Type (Written, Software, and Non-Software)	Projected Delivery Date	Participants/Staff Resources	Purpose	Resources
Planning/Pre-implementation Phase - Initiation					
Introductory Meeting	Non-Software	Between September 1, 2016 and October 1, 2016	State Project Leaders Key HiSET staff	Enable leaders to become acquainted and establish any preliminary project procedures	<ul style="list-style-type: none"> • Agenda • Minutes • Action Item Reports
Kickoff Meeting	Non-Software	October 1, 2016	State Project Teams HiSET Project teams	Establish a sound foundation for activities that will follow	<ul style="list-style-type: none"> • Agenda • Presentation • Preliminary Work Plan • Minutes • Action Item Reports
Project Management/Implementation Phase - Configuration					
Project Status Report	Written	September 2016 and biweekly thereafter	State Project Leaders HiSET Project Manager	As described in Exhibit E	<ul style="list-style-type: none"> • Work Plan • Action Item Reports • Risk Matrix • Issue Log
Work Plan	Written	By January 1, 2017 Updated versions available for Status Meetings	HiSET Project Manager State Project Leaders	<ul style="list-style-type: none"> • includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment schedule • addresses resource allocations (both State and Vendor team members) 	<ul style="list-style-type: none"> • Schedule including tasks, deliverables, milestones, dependencies, payment schedule • Assumptions • Role descriptions • Assignments • Critical success factors

10/26/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT I
WORK PLAN**

Activity, Deliverable or Milestone	Deliverable Type (Written, Software, and Non-Software)	Projected Delivery Date	Participants/Staff Resources	Purpose	Resources
Communications and Change Management Plan Exhibit E Attachment C-2	Written	By January 1, 2017	HiSET Project Manager State Project Leaders	<ul style="list-style-type: none"> describes appropriate communications includes use of a change management policy for notification and tracking of change requests as well as critical outages 	<ul style="list-style-type: none"> Change management documentation and procedures
Deployment Plan Exhibit I	Written	By January 1, 2017	HiSET Project Teams State Project Leaders	Describe project execution including timeframes for major milestones	Schedule and implementation plans
Comprehensive Training Plan Exhibit L	Written	By January 1, 2017	HiSET Project Manager State Project Leaders	<ul style="list-style-type: none"> professional development and/or training provided to state staff, test administrators and adult education instructors 	<ul style="list-style-type: none"> Schedule and implementation plans
Documentation of Operational Procedures Attachment C-2	Written	By January 1, 2017	HiSET Project Teams		<ul style="list-style-type: none"> Schedule and implementation plans Program Manual
Conduct Training Exhibit L	Non-Software	September-December 2016	HiSET Project Teams Trainees	<ul style="list-style-type: none"> professional development and/or training provided to state staff, test administrators and adult 	<ul style="list-style-type: none"> Training materials

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT I
WORK PLAN**

Activity, Deliverable or Milestone	Deliverable Type (Written, Software, and Non-Software)	Projected Delivery Date	Participants/Staff Resources	Purpose	Resources
				education instructors	
Cutover to New Software	Non-Software	Not applicable	HiSET Project Teams		
Operational Phase					
Ongoing Hosting Support Attachment C-2	Non-Software	As needed	HiSET Project teams	<ul style="list-style-type: none"> covered in ETS's business continuity plan in case of emergency 	<ul style="list-style-type: none">
Ongoing Support & Maintenance Exhibit G Attachment C-2	Software	As needed	HiSET Project teams	<ul style="list-style-type: none"> Help Desk and technical support system maintenance 	<ul style="list-style-type: none"> HiSET Program Manual
Ongoing Status Meetings Exhibit E	Non-Software	September 2016 and biweekly thereafter	State Project leaders HiSET Project leaders	<ul style="list-style-type: none"> address overall Project status and any additional topics needed to remain on Schedule and within budget a status report from the Vendor will serve as the basis for discussion 	<ul style="list-style-type: none"> Agenda Updated Work Plan Project Status Reports Minutes Action Item Reports

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT I
WORK PLAN**

Activity, Deliverable or Milestone	Deliverable Type (Written, Software, and Non-Software)	Projected Delivery Date	Participants/Staff Resources	Purpose	Resources
Performance and Security Testing Exhibit F	Software	As needed, or as indicated in Exhibit F	HiSET Project Team, State Technical Lead	<ul style="list-style-type: none"> • Test upgrades and modifications • Other testing as required in Exhibit F 	<ul style="list-style-type: none"> • Annual report send to Technical Lead
Special Meetings	Non-Software	As needed	State leaders or Project stakeholders	<ul style="list-style-type: none"> • address specific issues 	<ul style="list-style-type: none"> • Agenda • Updated Work Plan • Minutes • Action Item Reports
Transition Plan	Written	Prior to end of contract	HiSET Project Manager	<ul style="list-style-type: none"> • a plan for smooth transition from previous contracted services to the new Product • description of the handling of State Data during the transition phase 	<ul style="list-style-type: none"> • Transition Plan
Conduct Exit Meeting	Non-Software	Prior to end of contract	State Project leaders HiSET Project leaders	<ul style="list-style-type: none"> • discussion will focus on lessons learned from the Project and on follow-up options that the State may wish to consider 	<ul style="list-style-type: none"> • Agenda • Updated Work Plan or Transition Plan • Minutes • Action Item Reports

10/26/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT J
SOFTWARE LICENSE**

1. SOFTWARE AND DOCUMENTATION COPIES

ETS shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation. The State shall have the right to copy associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the ETS on such copies.

2. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of ETS's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

3. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with ETS.

4. VIRUSES

ETS shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, ETS will use reasonable efforts to test the Software for viruses. ETS shall also maintain a master copy of the appropriate versions of the Software, free of viruses.

5. AUDIT

Upon forty-five (45) days written notice, ETS may audit the State's use of the programs at ETS's sole expense. The State agrees to cooperate with ETS's audit and provide reasonable assistance and access to information. The State agrees that ETS shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, ETS's audit rights are subject to applicable State and federal laws and regulations.

6. SOFTWARE NON-INFRINGEMENT

ETS warrants that it has good title to, or the right to allow the State to use all Services and Software ("Material") provided under this Contract, and that such Services and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, ETS shall defend and indemnify the State against the claim provided that the State:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT J
SOFTWARE LICENSE**

- a. Promptly notifies ETS in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives ETS control of the defense and any settlement negotiations; and
- c. Gives ETS the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If ETS believes or it is determined that any of the Material may have violated someone else's intellectual property rights, ETS may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ETS may end the license, and require return of the applicable Material and refund all fees the State has paid ETS under the Contract. ETS will not indemnify the State if the State alters the Material without ETS's consent or uses it outside the scope of use identified in ETS's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. ETS will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by ETS. ETS will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by ETS without ETS's consent.

EDB
10/26/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Services

ETS warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

ETS warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and ETS's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if ETS cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to ETS for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if ETS cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to ETS for the deficient Services.

1.3 Non-Infringement

ETS warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

ETS warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

ETS warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by ETS to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1.6 Services

ETS warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

ETS 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.

1.8 Breach of Data

The ETS shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

**STATE OF NEW HAMPSHIRE
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HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT L
TRAINING SERVICES**

ETS shall provide the following Training Services.

Initial Training Sessions for Testing Center Staff	ETS will provide testing center training to testing center staff through workshops divided by audience relevance. The two types of training the HiSET Program offers are educator/adult basic education (ABE) training and testing center administration training. As part of these sessions, they will utilize their comprehensive HiSET Program Manual.
Test Administrator and Personnel Certification	ETS will provide eLearning online training modules in order to be authorized to deliver the HiSET. Modules will be provided for both CBT and PBT versions. Annual recertification is available.
Face-to-face Trainings for State Staff, Examiners, Testing Center Staff, and Adult Education Teachers	ETS will work with the State to determine the number of face-to-face trainings needed each year (to be a minimum of one annual face-to-face meeting). This will allow the State, testing center staff, and adult education/local instructional educators to have training in the HiSET process, test administration guidelines, and content.
Webinars for State Staff, Examiners, Testing Center Staff, and Other Stakeholders	ETS will hold interactive Webinar trainings for stakeholders, including the State and testing center staff. The Webinars will include HiSET Program updates, content sessions for each subtest, and best practices across HiSET states with regard to scoring and interpretation as well as test administrator training. ETS will provide the State with Webinar recording and archive access.
Train-the-Trainer Training for State Staff	ETS will provide, in consultation with the State, train-the-trainer sessions for State staff members at no additional cost to State staff. Based on our extensive experience in conducting training sessions of this kind, our training will also include written material detailing the criteria and procedures for testing center administrators to follow in order to confirm standardized, fair, and valid assessment administrations.
Additional Training Resources	ETS will maintain a comprehensive website library of materials for Testing Center Staff, Adult Education teachers, State Staff and prospective students including but not limited to: <ul style="list-style-type: none"> • Program updates • Best practices • Administration guidelines, written instructions • HiSET preparation materials

10/26/2014

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT M
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A.** Contractor's Certificate of Vote/Authority
- B.** Contractor's Certificate of Good Standing
- C.** Contractor's Certificate of Insurance

10/26/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

ETS Proposal to DOE-BAE RFP 2016-111 High School Equivalency Testing Service dated June 24, 2016 is hereby incorporated by reference as fully set forth herein.

10/26/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT O
MINIMUM SYSTEM REQUIREMENTS**

ETS Hiset Program Minimum System Requirement for computer-based testing (CBT)

A. Computer Requirements

Note: Tests can be administered via two machines (laptops or desktops); one machine to run the local server\cache proxy and the administrative station; the second machine to run the testing workstation.

Administrative station: Required for candidate check-in and other administrative tasks

Cache proxy (or IAS local server): Required for storing test delivery information and temporary storage of candidate results

Testing stations: Required for delivering tests (one testing station per candidate)

B. CBT Supported Operating Systems

Microsoft® Windows® 7 (32-bit and 64-bit)

Microsoft Windows 8 (32-bit and 64-bit)

The operating system should reside on and boot from the computer's local hard disk. Virtual machines and thin clients are not supported.

Note: Mac OS® and Windows 2000 operating systems are not supported.

C. CBT Supported Web Browser

Microsoft Internet Explorer® version 8, 9 or 10

D. Local Area Network and Internet Connectivity

Cache proxy, administrative and testing station computers should reside on a Local Area Network (LAN) in the same subnet to allow communication between them without blocking of any port. In addition, they should be connected to the Internet via a broadband Internet connection such as DSL or better.

We strongly recommend using a separate device for LAN (switch) and Internet connectivity (router) instead of using an integrated device.

E. Specifications for Administrative and Testing Stations

Minimum Processor: Intel® Core™ 2 Duo 2.66GHz or equivalent

Minimum Installed Memory: 2GB

Minimum Free Memory: 1GB

Free Disk Space: 1GB

Display Adapter: 1024x768 resolution, with 32-bit color depth/65,536 colors

Display Monitor: Widescreen monitors (aspect ratio other than 4:3) are not supported

Display Monitor Screen Size: CRT: 17 inch or higher

LCD: 15 inch or higher

10/26/2014

**STATE OF NEW HAMPSHIRE
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HIGH SCHOOL EQUIVALENCY TESTING SERVICE
CONTRACT 2016-111
EXHIBIT O
MINIMUM SYSTEM REQUIREMENTS**

Sound card: 44.1KHz (or better) sample rate

F. Specifications for Local Server\Cache Proxy Machine

Low-end CP for up to 20 candidates:

Minimum Processor: Intel Core 2 Duo with minimum 2.66GHz

Minimum Installed Memory: 2GB or higher (must be at least the minimum Microsoft recommendation for the specific Operating System)

Minimum Free Memory: 1GB

Minimum Free Disk Space: 2GB

High-end CP for up to 40 candidates:

Minimum Processor: Intel Core 2 Quad with minimum 2.4GHz

Minimum Installed Memory: 4GB

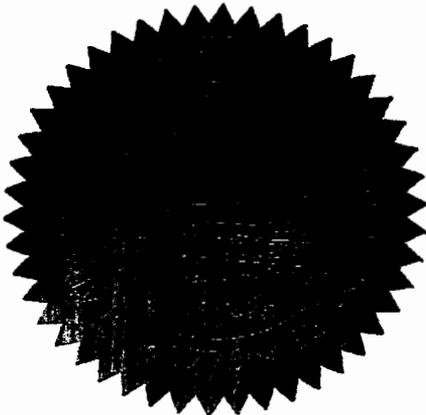
Minimum Free Memory: 2GB

Minimum Free Disk Space: 4GB

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EDUCATIONAL TESTING SERVICE, a(n) New York nonprofit corporation, registered to do business in New Hampshire on October 29, 1973. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

I, David Hobson, Corporate Secretary of Educational Testing Service (ETS), a non-profit, non-stock, educational research and testing organization, do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) That by authorization of ETS's authorized signatory and corporate Vice President, Diane Bailey, ETS is authorized to enter a contract with the NH Department of Education to provide its trademarked and proprietary testing program HiSET™, in the State of New Hampshire.

That: The ETS Board of Trustees has named corporate Vice President, Diane Bailey, as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on January 19-20, 2006.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

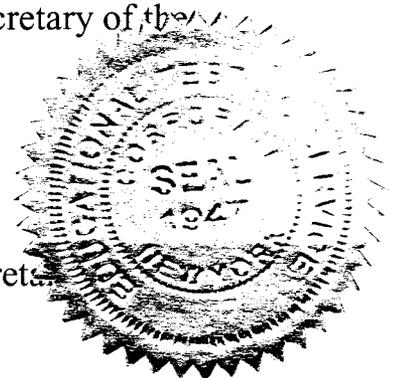
Walter MacDonald	President
Walter MacDonald	CEO
Glenn Schroeder	General Counsel
David Hobson	Secretary
John Basehore	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 26th day of October, 2016.

(Corporate Seal if any)

David Hobson

Clerk/Secretary



(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW JERSEY

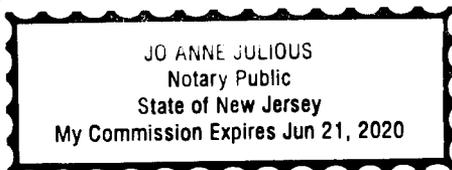
COUNTY OF Mercer

On October 24, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereonto set my hand and official seal.



Notary Public/Justice of the Peace



Authorization for Vice Presidents to Execute Contracts

I, the undersigned, Senior Vice President and General Counsel of Educational Testing Service ("ETS"), a corporation duly organized and existing under the Education Law of the State of New York, hereby certify that under the resolution adopted by the Board of Trustees of ETS at its meeting on January 19-20, 2006, I have the right to authorize any regular employee of ETS to execute any and all contracts on behalf of ETS, provided all actions are taken in compliance with internal control procedures and other relevant corporate policies.

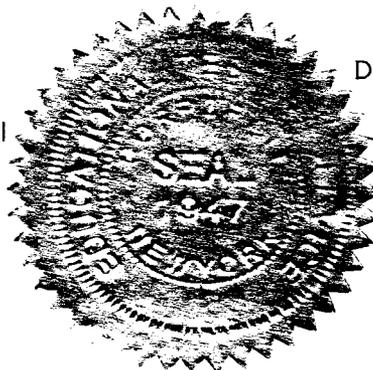
In accordance with said resolution, I hereby authorize, each of the following ETS Vice Presidents to sign any and all letters of intent, agreements, contracts, subcontracts and other legal documents directly related to the business of his or her ETS business unit or division, provided that (i) the applicable document is being executed in the ordinary course of business, and (ii) all actions are taken by the applicable Vice President in compliance with internal control procedures and other relevant corporate policies:

House, N. Gerry	President, ISA
Diane Bailey	Vice President, Teacher Licensure and Certification
Jay Basehore	Vice President & Treasurer
William C. Draper	Vice President, College Board Programs
T.J. Elliott	Vice President & Chief Learning Officer
Marisa Farnum	Vice President, Assessment Development
Michael Freddo	Vice President & Controller
Bruce Gilbertson	Vice President, Facilities & Real Estate
Sandra Hernandez	Vice President, Finance
David Hobson	Vice President & Corporate Secretary
Joanna Gorin	Vice President, Research
Sheree Johnson-Gregory	Vice President & Associate General Counsel
John Mazzeo	Vice President, Statistical Analysis & Psychometric Research
George Miller	Vice President, Strategic Workforce Solutions
John Oswald	Vice President & Chief Operating Officer, K12 Assessment Programs
David Payne	Vice President & Chief Operating Officer, Global Education
Rebecca Pfund	Vice President, IT Production
Steve Pote	Vice President & Chief Quality Officer
Anne Rockey	Vice President, Operations
Dan Wakeman	Vice President & Chief Information Officer
Scott Weaver	Vice President & Chief Strategy Officer
David Williamson	Vice President, New Product Development

This Authorization shall terminate (i) upon written termination of such authorization of a specific individual by the President and CEO, the Chief Financial Officer, the Treasurer, the General Counsel, or the respective individual's cognizant Senior Vice President (if applicable), or (ii) automatically at such time as the respective individual ceases to be an officer of ETS, whichever is earlier. This Authorization supersedes all other Authorizations previously given by me.


Glenn C. Schroeder
Senior Vice President and General Counsel

Date: September 29, 2015



Board of Trustees Meeting, January 19-20, 2006

AUTHORIZATION TO EXECUTE CONTRACTS

RESOLVED, That, effective January 20, 2006, the President and Chief Executive Officer; any Senior Vice President, the Chief Financial Officer, the Treasurer; the Senior Vice President and General Counsel; any Associate or Assistant General Counsel; or the Executive Director, Directors, or Managers of the Office of Corporate Contracts and Supplier Management is authorized to execute, in the name and on behalf of this Corporation, any and all contracts and agreements; and

BE IT RESOLVED, That provided that all actions are taken in compliance with internal control procedures and other relevant corporate policies and acting in each case upon the specific written direction of the President and Chief Executive Officer; the Chief Financial Officer, the Senior Vice President and General Counsel, or the Treasurer, any regular employee of this Corporation is authorized to execute, in the name and on behalf of this Corporation, any and all contracts and agreements; and

BE IT FURTHER RESOLVED, That insofar as this resolution may conflict with provisions of resolutions or parts thereof heretofore adopted or ratified by the Executive Committee or the Board of Trustees, or both, of this Corporation, concerning the authority to execute contracts and agreements, the conflicting provisions of all such prior resolutions are hereby rescinded and shall cease to be of any further force and effect after January 20, 2006, provided, however, that this shall not be construed as retroactively removing any authority granted or as invalidating any proper actions taken under such prior resolutions and, further provided, that all proper actions taken in accordance with such resolutions shall remain in effect.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services - CL/LM 300 Executive Drive West Orange, NJ 07052 973 965-3100	CONTACT NAME: Tracy Gannuscio	
	PHONE (A/C, No, Ext): 973 965-3119	FAX (A/C, No): 610 537-4063
E-MAIL ADDRESS: Tracy.Gannuscio@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance C		23035
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Educational Testing Service
 Rosedale Road
 Mail Stop 85-D
 Princeton, NJ 08541

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TB2Z31037343196	09/08/2016	09/08/2017	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2Z31037343186	09/08/2016	09/08/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC2Z31037343176	09/08/2016	09/08/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Bureau of Adult Education 21 South Fruit Street, Suite #20 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 