



JUN21 '21 AM 8:59 RCVD

LB
Helen B

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

June 11, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to amend an existing contract, by exercising the one three year renewal option, with Cambium Assessment, Inc. (CAI), Washington, DC (vendor code 312233), by increasing the price limitation by \$6,888,601 from \$9,867,004 to \$16,755,605, and extending the end date from June 30, 2021 to June 30, 2024, and adding additional services, effective upon Governor and Council approval. This contract was originally approved by Governor & Council on August 23, 2017 (Item #81) and amended on December 18, 2019 (Item #149). A Conditional Consent to Contract Assignment was effective January 1, 2020. 50% State Funds, 50% Federal Funds.

Funds to support this request are anticipated to be available in FY 22, FY 23, and FY 24 in the accounts titled Assessment-State and Assessment-Federal, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

SFY	Funding	Current	This Request	Revised
2018	06-56-56-562010-25310000-612-500942 State Testing	\$1,275,219		\$1,275,219
2018	06-56-56-562010-25340000-102-500731 Contrts prog/Serv	\$1,275,219		\$1,275,219
2019	06-56-56-562010-25310000-612-500942 State Testing	\$1,247,418		\$1,247,418
2019	06-56-56-562010-25340000-102-500731 Contrts prog/Serv	\$1,247,418		\$1,247,418
2020	06-56-56-562010-25310000-612-500942 State Testing	\$1,281,676		\$1,281,676
2020	06-56-56-562010-25340000-072-509073 Grants Federal	\$1,281,676		\$1,281,676
2021	06-56-56-562010-25310000-612-500942 State Testing	\$1,129,189	(\$10,375)	\$1,118,814

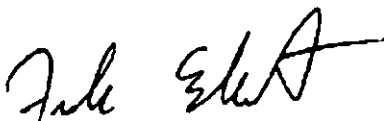
2021	06-56-56-562010-25340000-072-509073 Grants Federal	\$1,129,189	(\$10,375)	\$1,118,814
2022	06-56-56-562010-25310000-612-500942 State Testing		\$1,154,600.50	\$1,154,600.50
2022	06-56-56-562010-25340000-102-500731 Contrts prog/Serv		\$1,154,600.50	\$1,154,600.50
2023	06-56-56-562010-25310000-612-500942 State Testing		\$1,147,037.50	\$1,147,037.50
2023	06-56-56-562010-25340000-102-500731 Contrts prog/Serv		\$1,147,037.50	\$1,147,037.50
2024	06-56-56-562010-25310000-612-500942 State Testing		\$1,153,037.50	\$1,153,037.50
2024	06-56-56-562010-25340000-102-500731 Contrts prog/Serv		\$1,153,037.50	\$1,153,037.50
	Total	\$9,867,004	\$6,888,601	\$16,755,605

EXPLANATION

The Department seeks to continue to contract with CAI for the administration, scoring and reporting of the New Hampshire Statewide Assessment in English language arts, mathematics and science. Under the Conditional Consent to Contract Assignment, CAI successfully delivered the operational tests. By continuing this contract, New Hampshire will fulfill, RSA 193-C:6, "Each year, a statewide assessment shall be administered in all school districts in the state in grades 3 through 8 and one grade in high school." and be able to provide valuable feedback and documentation to schools, districts and the public as to the status of K-12 education in New Hampshire.

Because this contract fulfills both state and federal assessment requirements, the costs are shared between federal and state funds. In the event that federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
 Commissioner of Education

FE:mw:emr



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

Denis Goulet
Commissioner

June 11, 2021

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Cambium Assessment, Inc, as described below and referenced as DoIT No. 2017-073B.

The purpose of this request is to amend an existing contract with Cambium Assessment, Inc. (CAI) for the administration, scoring and reporting of the New Hampshire Statewide Assessment in English Language Arts, Mathematics and Science for an additional 3 years. In addition, the amendment will add 1) Remote testing, 2) Speech-to-Text tool, and 3) Family Portal for the assessments.

The price limitation will increase by \$6,888,601 from \$9,867,004 to \$16,755,605, and the contract will be extended through June 30, 2024, effective upon Governor and Executive Council through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2017-073B

cc: Bruce Smith, ASD Assistant Director

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 2**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2017-073, on August 23, 2017, Item #81, (herein after referred to as the "Agreement"), with American Institutes for Research in the Behavioral Sciences, and assigned to Cambium Assessment, Inc. effective January 1, 2020, (hereinafter referred to as "Vendor" or "CAI"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to continue to contract with CAI to administer the statewide assessments in English language arts, mathematics, and science for FY 22, 23, and 24

WHEREAS, the Department wishes to remove **paper** Individual Student Reports and add: 1) Remote Testing, 2) Speech-to-Text tool beginning FY 21, and 3) Family Portal beginning FY 22 for the assessments

WHEREAS, The Vendor agrees to provide these additional services

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$6,888,601 to bring the total contract price to \$16,755,605

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.3 of the Agreement (Page 1) by removing American Institutes for Research (AIR) and replacing with Cambium Assessment, Inc. (CAI)
2. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from June 30, 2021 to June 30, 2024.
3. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$6,888,601 from \$9,867,004 to \$16,755,605
4. The Agreement is further amended as described in Table 1:

Table 1

Contract #2017-073 Statement of Work Section Number	AMENDED TEXT
Part 2, Contract Cover Sheet	Remove: American Institutes for Research (AIR)

Initial all pages
Vendor Initials CL
Date: 06/15/2021

STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 2

Name of Vendor	Replace with: Cambium Assessment, Inc. (CAI)
Part 2 Amount of Contract	Remove: \$9,867,004.00 Replace with: \$16,755,605
Part 2 Submitted By:	Remove: Julie Couch Replace with: Melissa White
Part 2 Email:	Remove: Julie.Couch@doe.nh.gov Replace with: Melissa.White@doe.nh.gov
Part 2 Phone:	Remove: 603-271-0058 Replace with: 603-271-3855
Part 2, Information Technology Provisions, TERMS AND DEFINITIONS	Remove: AIR Replace with: CAI
Part 2, 4.4 State Contract Manager	Remove: Julie Couch Replace with: Melissa White
Part 2, 4.5 State Project Manager	Remove: Julie Couch Replace with: Melissa White
Part 2, 12.2 Limitation of Liability	Remove: Subject to applicable laws and regulations, in no event shall AIR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed \$9,867,004.00 two times (2X) as follows: liability shall not exceed \$5,100,876 for any and all liability arising during the period from award through June 30, 2018; \$4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; \$5,126,704 for any and all liability arising during the period July 1, 2019-June 30, 2020; \$4,516,756 for any and all liability arising during the period July 1, 2020-June 30, 2021. Replace with: Subject to applicable laws and regulations, in no event shall CAI be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed \$16,755,605 two times (2X) as follows: liability shall not exceed \$5,100,876 for any and all liability arising during the period from award through June 30, 2018; \$4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; \$5,126,704 for any and all liability arising during the period July 1, 2019-June 30, 2020;

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STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 2

	\$4,475,256 for any and all liability arising during the period July 1, 2020-June 30, 2021; \$4,618,402 for any and all liability arising during the period July 1, 2022-June 30, 2023; \$4,588,150 for any and all liability arising during the period July 1, 2022-June 30, 2023; \$4,612,150 for any and all liability arising during the period July 1, 2023-June 30, 2024.																
Part 2, 16 Dispute Resolution	Remove:																
	<table border="1"> <thead> <tr> <th>LEVEL</th> <th>AIR</th> <th>STATE</th> <th>CUMULATIVE ALLOTTED TIME</th> </tr> </thead> <tbody> <tr> <td>Primary</td> <td>Tom Glorfield Program Manager</td> <td>Julie Couch State Project Manager (PM)</td> <td>5 Business Days</td> </tr> <tr> <td>First</td> <td>Heather Hayes Vice President</td> <td>Sandie MacDonald Administrator</td> <td>10 Business Days</td> </tr> <tr> <td>Second</td> <td>John Cohen President</td> <td>Heather Gage Director</td> <td>15 Business Days</td> </tr> </tbody> </table>	LEVEL	AIR	STATE	CUMULATIVE ALLOTTED TIME	Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days	First	Heather Hayes Vice President	Sandie MacDonald Administrator	10 Business Days	Second	John Cohen President	Heather Gage Director	15 Business Days
	LEVEL	AIR	STATE	CUMULATIVE ALLOTTED TIME													
	Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days													
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	Second	John Cohen President	Heather Gage Director	15 Business Days													
	Replace with:																
	<table border="1"> <thead> <tr> <th>LEVEL</th> <th>CAI</th> <th>STATE</th> <th>CUMULATIVE ALLOTTED TIME</th> </tr> </thead> <tbody> <tr> <td>Primary</td> <td>Tom Glorfield Program Manager</td> <td>Melissa White State Project Manager (PM)</td> <td>5 Business Days</td> </tr> <tr> <td>First</td> <td>Heather Hayes Vice President</td> <td>Melissa White</td> <td>10 Business Days</td> </tr> <tr> <td>Second</td> <td>John Cohen President</td> <td>McKenzie Snow Director</td> <td>15 Business Days</td> </tr> </tbody> </table>	LEVEL	CAI	STATE	CUMULATIVE ALLOTTED TIME	Primary	Tom Glorfield Program Manager	Melissa White State Project Manager (PM)	5 Business Days	First	Heather Hayes Vice President	Melissa White	10 Business Days	Second	John Cohen President	McKenzie Snow Director	15 Business Days
LEVEL	CAI	STATE	CUMULATIVE ALLOTTED TIME														
Primary	Tom Glorfield Program Manager	Melissa White State Project Manager (PM)	5 Business Days														
First	Heather Hayes Vice President	Melissa White	10 Business Days														
Second	John Cohen President	McKenzie Snow Director	15 Business Days														
Part 2, 17.10 Notices	Remove: Julie Couch Tel: (603) 271-3492 Replace with: Melissa White Tel: (603) 271-3855																
Contract #2017-073 Part 3 Exhibit A Section Number	AMENDED TEXT																
c. Project Overview	Add: In FY 2021, CAI will provide Summative Remote Tests (for FY 21 only) In FY 2021, CAI will begin providing Remote Proctoring of Interim/Benchmark assessments. In FY 2021, CAI will begin providing Speech-to-Text tool for assessments. In FY 2022, CAI will begin providing a Family Portal																
d. Statement of Work	Add: In FY 2021, CAI will provide Summative Remote Tests (for FY 21 only) In FY 2021, CAI will begin providing Remote Proctoring of Interim/Benchmark assessments. In FY 2021, CAI will begin providing Speech-to-Text tool for assessments. In FY 2022, CAI will begin providing a Family Portal.																

Initial all pages

Vendor Initials: CL

Date: 06/15/2021

STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
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C-3 DELIVERABLES Table C-3 Deliverables Vendor Response Checklist	Remove:											
	<table border="1"> <tr> <td style="text-align: center;">39</td> <td>Deliver Individual Student Reports (ISR) Note: Removal of Paper Copies Only</td> <td style="text-align: center;">Non-Software</td> </tr> </table>	39	Deliver Individual Student Reports (ISR) Note: Removal of Paper Copies Only	Non-Software								
	39	Deliver Individual Student Reports (ISR) Note: Removal of Paper Copies Only	Non-Software									
	Add:											
	<table border="1"> <tr> <td style="text-align: center;">53</td> <td>Summative Remote Tests (for FY 21 only)</td> <td style="text-align: center;">Non-Software</td> </tr> <tr> <td style="text-align: center;">54</td> <td>Remote Proctoring of Interim/Benchmark assessments.</td> <td style="text-align: center;">Non-Software</td> </tr> <tr> <td style="text-align: center;">55</td> <td>Speech-to-Text tool for assessments</td> <td style="text-align: center;">Non-Software</td> </tr> <tr> <td style="text-align: center;">56</td> <td>Family Portal</td> <td style="text-align: center;">Non-Software</td> </tr> </table>	53	Summative Remote Tests (for FY 21 only)	Non-Software	54	Remote Proctoring of Interim/Benchmark assessments.	Non-Software	55	Speech-to-Text tool for assessments	Non-Software	56	Family Portal
53	Summative Remote Tests (for FY 21 only)	Non-Software										
54	Remote Proctoring of Interim/Benchmark assessments.	Non-Software										
55	Speech-to-Text tool for assessments	Non-Software										
56	Family Portal	Non-Software										
Contract #2017-073 Exhibit B Section Number	AMENDED TEXT											
1. Payment Schedule	Remove: 1.1 Not to Exceed This is a Not to Exceed (NTE) Contract for the period between the Effective Date through June 30, 2021. AIR shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow AIR to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Appendix B - F.1 Worksheet Replace with: 1.1 Not to Exceed This is a Not to Exceed (NTE) Contract for the period between the Effective Date through June 30, 2024. CAI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow CAI to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Appendix B - F.1 Worksheet											
3. Invoicing	Remove: Julie Couch Replace with: Melissa White											
4. Payment Address	Remove: American Institutes for Research in the Behavioral Sciences P.O. Box 28126 New York, NY 10087-8126 Replace with: Cambium Assessment, Inc. 1000 Thomas Jefferson Street, NW Washington, DC 20007											
Contract #2017-073 Exhibit C Special Provisions	AMENDED TEXT											
	Remove: There are no changes to the terms outlined in the P37 General Provisions Replace with: DOE Exhibits 2&4											

Initial all pages
Vendor Initials: CL
Date: 08/15/2021

STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
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	Cambium Exhibit 1
Contract #2017-073 Appendix A Section Number	
Deliverables, Milestones and Activities Schedule	Add: (See attached additions to Appendix A)
Contract #2017-073 Appendix B Section Number	AMENDED TEXT
F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List	Add: (See attached subtractions/additions to Appendix F-1)
#2017-073 Appendix E Section Number	
Reporting	Remove: Pricing includes one copy of the Individual Student Report (ISR) shipped to school districts. The report will be a two-page, double-sided print ISR with a Parent Brochure. All other educator reports and interpretive guides will be housed either on the Online Reporting System or the AIRWays reporting system. Replace with: All educator reports, interpretive guides, and Individual Student Reports (ISRs) will be housed and delivered online.

Table 2 CONTRACT HISTORY 2017-073 NH Statewide Assessments: ELA, Mathematics, Science

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2017-073	Original Contract	August 23, 2017 Item #81	June 30, 2021	\$9,550,030
2017-073 Amendment 1	1 st Amendment	December 18, 2019 Item #149	June 30, 2021	\$316,974
Agreement signed December 19, 2019	Conditional Consent to Contract Assignment	Effective January 1, 2020	On-going	N/A
2017-073 Amendment 2	2 nd Amendment	Pending G&C Approval	June 30, 2024	\$6,888,601
	CONTRACT TOTAL			\$16,755,605

Initial all pages
 Vendor Initials: CL
 Date: 06/15/2021

STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 2

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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



Cambium Assessment, Inc. (CAI)
Christopher Lowe, Director, Contracts

Date: 06/15/2021

Corporate Signature Notarized:
STATE OF N/A COVID 19

COUNTY OF _____

On this the ____ day of _____, 20____, before me,
_____, the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the _____,
of _____, a corporation, and that she/he, as such
_____ being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as
_____.

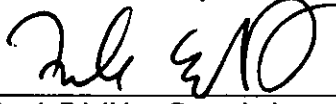
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

State of New Hampshire



Frank Edelblut, Commissioner
State of New Hampshire
Department of Education

Date: 6-17-21

Initial all pages


Vendor Initials: CL

Date: 06/15/2021

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 2**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



Christopher Bond
State of New Hampshire, Department of Justice

Date: 6/17/21

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Additions to Appendix A – Deliverables, Milestones, and Activities Schedule.
- B. Additions to Appendix B – Activities/Deliverables/Milestones Pricing Worksheet
- C. DOE Exhibits 2&4
- D. Cambium Exhibit 1
- E. Contractor's Certificate of Good Standing
- F. Contractor's Certificate of Vote/Authority
- G. Contractor's Certificate of Insurance

State of NH Contract 2017-073 – Contract Amendment 2

Exhibit O – Certificate and Attachments – Part 3

Date: 06/15/2021

Contractor's Initials CL

Page 1 of 1

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073**

**APPENDIX A – ADDITIONS TO CONTRACT DELIVERABLES
DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
		ADD:				
400		Summative Remote Tests (for FY 21 only)	Flat Fee		June 30, 2021	
401		Remote Proctoring of Interim/Benchmark Assessments	Flat Fee	Start and Finish dates for this item to be determined upon approval by Governor & Council	Start and Finish dates for this item to be determined upon approval by Governor & Council	
402		Speech-to-Text Tool for Assessments Pricing Structure: 0-1,000 students = \$5,000 1,001-2,500 students = \$10,000 2,501-5,000 students = \$15,000 5,001-10,000 students = \$20,000	Fee Structure	Start and Finish dates for this item to be determined upon approval by Governor & Council	Start and Finish dates for this item to be determined upon approval by Governor & Council	
403		Family Portal Pricing: \$116,823 for FY 22 \$101,697 for FY 23 \$101,697 for FY 24	Flat Fee	Start and Finish dates for this item to be determined upon approval by Governor & Council	Start and Finish dates for this item to be determined upon approval by Governor & Council	

RFP 2017-073 DOE NH STATEWIDE ASSESSMENTS

ADDITIONS TO APPENDIX B

Extended Term

F-1 Activities/Deliverables/Milestones Pricing Worksheet - Deliverables List						
	Year 4	Year 5	Year 6	Year 7	TOTAL	
	2020-2021	2021-2022	2022-2023	2023-2024		
Deliverable						
PLANNING AND PROJECT MANAGEMENT						
1	Conduct Project Kickoff Meeting	26,153	26,153	26,153	26,153	104,612
2	Project Status Reports	212,000	212,000	212,000	212,000	848,000
3	Work Plan	7,500	7,500	7,500	7,500	30,000
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	-	-	-	-	-
5	Security Plan	-	-	-	-	-
6	Communications and Change Management Plan	-	-	-	-	-
7	Requirements Trace Ability Matrix	-	-	-	-	-
8	Software Configuration Plan	-	-	-	-	-
9	Systems Interface Plan and Design/Capability	7,500	7,500	7,500	7,500	30,000
10	Testing Plan	-	-	-	-	-
11	Data Conversion Plan and Design	-	-	-	-	-
12	Deployment and Roll-out Plan	-	-	-	-	-
13	Comprehensive Training Plan and Curriculum	12,139	12,139	12,139	12,139	48,556
14	End User Support Plan	-	-	-	-	-
15	Business Continuity Plan	-	-	-	-	-
16	Documentation of Operational Procedures	-	-	-	-	-
SYSTEM DEPLOYMENT						
17	Conduct Training	86,530	86,530	86,530	86,530	346,120
OPERATIONS						

18	Item Banks and Configuration for Testing (UAT)	207,902	207,902	207,902	207,902	831,608
19	Test Administration	808,500	808,500	808,500	808,500	3,234,000
20	Test Scoring	150,000	150,000	150,000	150,000	600,000
21	Student Data File	157,500	157,500	157,500	157,500	630,000
22	Online Reporting System	95,332	95,332	95,332	95,332	381,328
23	Deliver Individual Student Reports (ISR)	50,878	50,878	50,878	50,878	203,512
24	TAC Meeting (2)	113,101	113,101	113,101	113,101	452,404
25	Technical Report	50,000	50,000	50,000	50,000	200,000
26	Conduct Project Exit Meeting	-	-	-	12,000	12,000
	ITEM DEVELOPMENT AND TEST CONSTRUCTION					
27	Test Design	-	-	-	-	-
28	Summative Test Construction	30,000	30,000	30,000	30,000	120,000
29	Interim Form Construction	5,000	5,000	5,000	5,000	20,000
30	Practice Tests	-	-	-	-	-
31	Bias/Sensitivity Committee Review	42,830	42,830	42,830	42,830	171,320
32	Content Review	99,513	99,513	99,513	99,513	398,052
33	Standard Setting	-	-	-	-	-
	Standards Revision/Performance Level					
34	Descriptors incl. Meeting	-	-	-	-	-
	PLANNING AND PROJECT MANAGEMENT- ALIGNMENT STUDY					
35	Prep Time (Load software & materials to computers)	-	-	-	-	-
36	Meeting with WebbAlign	-	-	-	-	-
37	Gather Materials	-	-	-	-	-
38	Alignment Study Analysis	-	-	-	-	-
39	Meeting Participation Time	-	-	-	-	-
40	WebbAlign Costs	-	-	-	-	-
41	Facility Costs	-	-	-	-	-
42	A/V Costs	-	-	-	-	-
43	Catering Costs	-	-	-	-	-
44	NH Content Specialist Hotel/Stipends	-	-	-	-	-
45	Shipping & Return of Laptops	-	-	-	-	-
46	Use of the Lexile and Quantile Marks and Measures	-	-	-	-	-
	MISCELLANEOUS					
47	Speech-to-Text	5,000	5,000	5,000	5,000	20,000

48	Remote Proctoring	25,000	25,000	25,000	25,000	100,000
49	Summative Remote Tests	45,250	-	-	-	
	Family Portal		116,823	101,697	101,697	320,217
50	Retainage					
	Total	2,237,628	2,309,201	2,294,075	2,306,075	9,146,979

DOE
Exhibit 2
Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

DOE
EXHIBIT 4
Federal Funding Statement

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**CAMBIUM ASSESSMENT
EXHIBIT 1**

Remote Proctoring Terms and Conditions

The remote proctoring feature has been added to CAI's test delivery system and is designed to allow qualified test administrators (TA) designated by the State of New Hampshire Department of Education or the participating school or district (each, a "TA") to monitor each participating student remotely using video and/or voice chat capabilities, which monitoring may give rise to issues that these Terms are intended to address.

The Parties recognize that remote proctoring of students who are taking online tests in their homes and other non-school settings raises privacy and security issues, some of which are unique and new and some of which may already be addressed by the contract. The Parties agree to the following:

1. State of New Hampshire Department of Education shall require each school or district that participates in a CAI-administered assessment involving the use of remote proctoring to:
 - a. Ensure that all participating students and TAs have the proper hardware, software and Internet access that will allow the test to be administered and proctored remotely.
 - b. Notify all participating students and parents or guardians of participating students that an upcoming online assessment will be proctored remotely and obtain written acknowledgements of and consents to such practice from a parent or guardian before allowing a student to participate in such assessment. CAI shall have no obligation to provide any such notices itself and may assume that all students who participate in the test (and their parents or guardians) are allowed to do so and have been provided with the requisite notices.
 - c. Ensure that all TAs designated to perform remote proctoring (i) are able to confirm the identity of each participating student, (ii) are qualified to oversee online testing generally and have received the necessary training and certification to perform remote proctoring, and (iii) have agreed to remote proctoring guidelines for proctors.
 - d. Distribute or otherwise communicate the appropriate guidelines for (i) persons performing remote proctoring and (ii) participating students in advance of any online testing involving remote proctoring.

2. CAI will:
 - a. Inform participating schools and districts of (i) the technical requirements for online testing with remote proctoring and (ii) the functions and capabilities of the remote proctoring feature.
 - b. Distribute or otherwise communicate guidelines in accordance with state policy for TAs who will be performing remote proctoring and participating students.
3. The Parties will specify in writing any online testing that will use the remote proctoring feature. Such writing may specify the kind of assessment, the subject matter(s), the grade(s) being tested, and such details as the Parties may determine to be relevant, provided that in any event these Terms shall be deemed to apply to any and all online testing that are specified in the writing.
4. CAI expressly disclaims any and all warranties of any kind relating to the remote proctoring feature and cannot be held responsible or liable for any loss, damages or claims (collectively, "Claims") arising from or related to the use of remote proctoring in online testing, including but not limited to Claims arising from or relating to the efficacy of remote proctoring in maintaining test compliance, the effects, detrimental or otherwise, that may be experienced by students who are proctored remotely, and/or any loss or compromise of data, including, without limitation, assessment materials, Item Security, Data Security, Service Interruptions or privacy as a result of remote proctoring.
5. State of New Hampshire Department of Education will indemnify, defend, and hold CAI and CAI's officers, directors, employees and representatives harmless from and against any and all third party claims arising from, in connection with, or related in any way, directly or indirectly, to: (i) failure by any participating school or district to comply with the requirements set forth in Section 1 above; (ii) the use of the remote proctoring feature by TAs or other school or district officials in violation of the guidelines for remote proctors or otherwise for purposes other than to perform test monitoring tasks; or (iii) the loss of privacy, data or security resulting from the use of the remote proctoring feature in online testing.
6. Given that the remote proctoring feature involves CAI's provision of online testing services that are covered under the contract, the terms and conditions of the contract shall also apply. If there is any irreconcilable conflict between the terms of the contract and these Terms, however, insofar as they relate to the existence or use of the remote proctoring feature, these Terms shall prevail.

State of New Hampshire

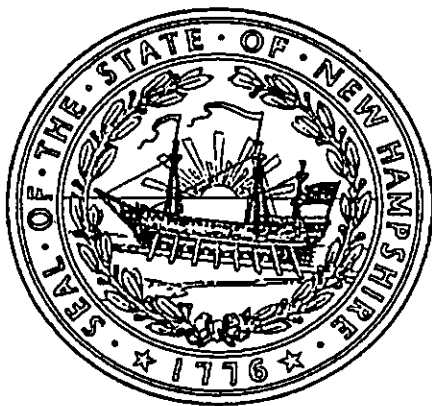
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAMBIUM ASSESSMENT, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 29, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 830239

Certificate Number: 0005370239



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE
(Corporation With Seal)

I, Sean Klein, Secretary of Cambium Assessment Inc., do hereby certify that: (1) I am the duly elected and acting Secretary of Cambium Assessment Inc., a Delaware corporation (the "Corporation"); (2) I maintain and have custody and am familiar with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 31st day of December, 2019, which meeting was duly held in accordance with Delaware law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, and

RESOLVED: That the authorized officers of the Corporation (or any of them acting singly) be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as any of them may deem necessary, desirable or appropriate.

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) have been duly elected to and now occupy the office(s) indicated below.

John Campbell _____ President
Barbara Benson _____ Treasurer
Sean Klein _____ Secretary
Brad Horn _____ Vice-President, Tax

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 15th day of June, 2021.

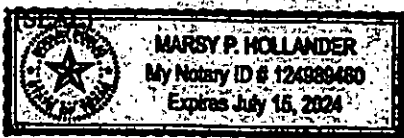


Secretary

STATE OF TEXAS
COUNTY OF DALLAS

On this 15th day of June, 2021, before me, Marsy P. Hollander, the undersigned, personally appeared Sean Klein, who acknowledged himself to be the Secretary of Cambium Assessment, Inc., a corporation, and that he as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission expires:

Notary Public/Justice of the Peace

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

ADDITIONS TO APPENDIX A AND APPENDIX B

Attached are:

- A. Appendix A – Deliverables, Milestones, and Activities Schedule.
- B. Appendix B – Activities/Deliverables/Milestones Pricing Worksheet
- C. Contractor's Certificate of Good Standing
- D. Contractor's Certificate of Vote/Authority
- E. Contractor's Certificate of Insurance

State of NH Contract 2017-073 – Contract Amendment 1

Exhibit O – Certificate and Attachments – Part 3

Date: 10/28/2019

Contractor's Initials



Page 1 of 1

EXHIBIT 1**Contractor
Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference:

2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33

U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials

Date 8/20/2019

149 9B



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

November 5, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to amend an existing contract with the American Institutes for Research in the Behavioral Sciences (AIR), Washington, DC (vendor code 167227), by increasing the price limitation by \$316,974 from \$9,550,030 to \$9,867,004 and adding additional services effective upon Governor and Council approval through June 30, 2021. This contract was originally approved by Governor & Council on August 23, 2017 (Item #81). 50% State Funds, 50% Federal Funds.

Funding is available in the accounts titled Assessment-State and Assessment-Federal as follows

SFY	Funding	Current	This Request	Revised
2018	06-56-56-562010-25310000-612-500942	\$1,275,219		\$1,275,219
2018	06-56-56-562010-25340000-102-500731	\$1,275,219		\$1,275,219
2019	06-56-56-562010-25310000-612-500942	\$1,247,418		\$1,247,418
2019	06-56-56-562010-25340000-102-500731	\$1,247,418		\$1,247,418
2020	06-56-56-562010-25310000-612-500942	\$1,123,189	\$158,487	\$1,281,676
2020	06-56-56-562010-25340000-072-509073	\$1,123,189	\$158,487	\$1,281,676
2021	06-56-56-562010-25310000-612-500942	\$1,129,189		\$1,129,189
2021	06-56-56-562010-25340000-072-509073	\$1,129,189		\$1,129,189
	Total	\$9,550,030	\$316,974	\$9,867,004

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
November 5, 2019
Page Two

EXPLANATION

The Department is requesting an amendment to the original contract, as there is a need to conduct an alignment study between the New Hampshire Statewide Assessment System (NH SAS) and New Hampshire's English Language Arts and Mathematics academic standards to ensure that the test items are aligned to the standards. This is also needed for peer review that is required by the US Department of Education.

In order for parents to better understand and support their child's learning through the summer months and beyond, we also want to include Lexile and Quantile scores on the NH SAS Individual Student Reports that are sent home at the end of each school year. These levels will then allow students to access reading and mathematics materials, which will be posted on the NH Department of Education website, at the appropriate levels to match their learning needs.

Because this contract fulfills both state and federal assessment requirements, the costs are shared between Federal and State Funds. In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education.

FE:jc:emr



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 30, 2019

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with American Institutes for Research (AIR), of Washington, DC as described below and referenced as DoIT No. 2017-073A.

The purpose of this request is to enter into a contract amendment with American Institutes for Research (AIR) to conduct an alignment study between the New Hampshire Statewide Assessment System (NH SAS) and the New Hampshire's English Language Arts and Mathematics academic standards to ensure that the test items are aligned to the standards. In addition, to include Lexile and Quantile scores on the NH SAS Individual Student Reports for parents to better understand their child's learning.

The funding amount for this amendment is \$316,974.00, increasing the current contract price from \$9,550,030.00 to \$9,867,004.00. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2021.

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

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2017-073A

cc: Chris Hensel, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2017-073, on August 23, 2017, Item #81, (herein after referred to as the "Agreement"), American Institutes for Research in the Behavioral Sciences, (hereinafter referred to as "Vendor" or "AIR") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to add: 1) an alignment study to determine alignment between the test questions and the NH academic state standards and (2) family resources to the Individual Student Reports to provide parents with resources to support student academic success

WHEREAS, The Vendor agrees to provide these additional services in FY 20;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$316,974.00 to bring the total contract price to \$9,867,004.00;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.


NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$316,974.00 from \$9,550,030.00 to \$9,867,004.00.
2. The Agreement is further amended as described in Table 1:

Table 1

Contract #2017-073 Statement of Work Section Number	AMENDED TEXT
Part 2 Amount of Contract	Remove: \$9,550,030.00 Replace with: \$9,867,004.00
Part 2 Is this an amendment?	Remove: No Replace with: Yes
Part 2 Submitted By:	Remove: Sandie MacDonald

Initial all pages
Vendor Initial: 
Date: 10/28/2019


STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 1

	Replace with: Julie Couch																								
Part 2 Email:	Remove: <u>Saundra.macdonald@doe.nh.gov</u> Replace with: <u>Julie.Couch@doe.nh.gov</u>																								
Part 2 Phone:	Remove: 603-271-3453 Replace with: 603-271-0058																								
Part 2, 4.4 State Contract Manager	Remove: Sandie MacDonald Replace with: Julie Couch																								
Part 2, 12.2 Limitation of Liability	Remove: Subject to applicable laws and regulations, in no event shall AIR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed \$9,550,030.00 two times (2X) as follows: liability shall not exceed \$5,100,876 for any and all liability arising during the period from award through June 30, 2018; \$4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; \$4,492,756 for any and all liability arising during the period July 1, 2019-June 30, 2020; \$4,516,756 for any and all liability arising during the period July 1, 2020-June 30, 2021. Replace with: Subject to applicable laws and regulations, in no event shall AIR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed \$9,867,004.00 two times (2X) as follows: liability shall not exceed \$5,100,876 for any and all liability arising during the period from award through June 30, 2018; \$4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; \$5,126,704 for any and all liability arising during the period July 1, 2019-June 30, 2020; \$4,516,756 for any and all liability arising during the period July 1, 2020-June 30, 2021.																								
Part 2, 16 Dispute Resolution	Remove: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LEVEL</th> <th style="text-align: center;">AIR</th> <th style="text-align: center;">STATE</th> <th style="text-align: center;">CUMULATIVE ALLOTTED TIME</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Primary</td> <td>Tom Glorfield Program Manager</td> <td>Julie Couch State Project Manager (PM)</td> <td style="text-align: center;">5 Business Days</td> </tr> <tr> <td style="text-align: center;">First</td> <td>Heather Hayes Vice President</td> <td>Sandie MacDonald Administrator</td> <td style="text-align: center;">10 Business Days</td> </tr> <tr> <td style="text-align: center;">Second</td> <td>John Cohen President</td> <td>Heather Gage Director</td> <td style="text-align: center;">15 Business Days</td> </tr> </tbody> </table> Replace with: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LEVEL</th> <th style="text-align: center;">AIR</th> <th style="text-align: center;">STATE</th> <th style="text-align: center;">CUMULATIVE ALLOTTED TIME</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Primary</td> <td>Tom Glorfield Program Manager</td> <td>Julie Couch State Project Manager (PM)</td> <td style="text-align: center;">5 Business Days</td> </tr> </tbody> </table>	LEVEL	AIR	STATE	CUMULATIVE ALLOTTED TIME	Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days	First	Heather Hayes Vice President	Sandie MacDonald Administrator	10 Business Days	Second	John Cohen President	Heather Gage Director	15 Business Days	LEVEL	AIR	STATE	CUMULATIVE ALLOTTED TIME	Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days
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Initial all pages
 Vendor Initials: 
 Date: 10/28/2019

STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 1

	<table border="1"> <tr> <td>First</td> <td>Heather Hayes Vice President</td> <td>Heather Gage Director</td> <td>10 Business Days</td> </tr> <tr> <td>Second</td> <td>John Cohen President</td> <td>Commissioner Edelblut</td> <td>15 Business Days</td> </tr> </table>	First	Heather Hayes Vice President	Heather Gage Director	10 Business Days	Second	John Cohen President	Commissioner Edelblut	15 Business Days
First	Heather Hayes Vice President	Heather Gage Director	10 Business Days						
Second	John Cohen President	Commissioner Edelblut	15 Business Days						
Contract #2017-073 Part 3 Exhibit A Section Number	AMENDED TEXT								
c. Project Overview	<p>Add:</p> <p>In FY 2020, AIR will provide an alignment study in FY 20 to determine alignment between the test questions and the NH academic state standards. This study will include:</p> <ul style="list-style-type: none"> • Framework Analysis, Statistical Analysis, Content Analysis • Training of Panelists • One report for each of the two subject areas that describe the degree of alignment of each assessment with the corresponding NH academic state standards <p>In FY 2020, AIR will provide for the use of the Lexile and Quantile Marks and Measures to include the following:</p> <ul style="list-style-type: none"> • Product offerings (State Specific Lexile and Quantile Web Content, State Score Reports, Quantile Resources, Lexile and Quantile Career Databases, Lexile and Quantile Growth Planners, Assistance in State Level Outreach • Service offerings (Ongoing Professional Learning Opportunities, Two Annual Information Sessions, Summer Reading Initiative, Summer Math Initiative, Roundtable Discussions and Webinars, Lexile & Quantile Brief, Press Release • Project Management (two annual conference calls) 								
d. Statement of Work	<p>Add:</p> <p>In FY 2020, AIR will provide an alignment study to include:</p> <p>A. Framework Analysis: An analysis of all available assessment framework materials including CAT algorithms, test blueprints, and other relevant test specifications and documentation will be conducted remotely by study directors. The results of this analysis can be used to determine if the study design suggests the capacity to generate test events that are aligned with corresponding grade-level academic standards, considering depth and breadth (specified in ESSA) as well as other alignment criteria.</p> <p>B. Statistical Analysis: A statistical analysis of the aggregate data from all administered test events will be compared against test blueprints, algorithms, and other relevant documentation. This analysis will be conducted remotely by study directors. The results of this analysis could be used as evidence to show the extent to which test program yields actual test events as intended by the test design.</p> <p>C. Content Analysis: Test Events and Metadata: To be conducted by panelists knowledgeable in the content area. A content analysis of four test events per grade and content area generated by the AIR CAT (two sampled from below proficiency and two sampled from above proficiency) will evaluate the alignment of each test form with the corresponding content area and grade level standards. This will allow for some information about alignment of actual test events generated for students at different proficiency levels. Typically, CAT test events are sampled from more than two percentiles for an alignment analysis. This study, however, includes additional analyses that will yield supplementary evidence to contribute to</p>								

Initial all pages
Vendor Initials: 
Date: 10/28/2019

STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 1

an overall determination of the degree of alignment. Limiting the number of test forms analyzed allows for time and cost efficiency.

Results from the analyses will yield information that New Hampshire can use for submission to federal peer review about the degree to which the test forms align with the expectations outlined in the New Hampshire academic state standards for each discipline/grade. The in-person components of the alignment study will examine the relationships between the standards and assessments shown in the below table.

Standards	Grndes	Assessments
ELA NH Academic State Standards	3-8	4 test events per grade, two below and two above proficiency; 36 items/test event + single writing prompt
Mathematics NH Academic State Standards	3-8	4 test events per grade, two below and two above proficiency; 34 items/test event

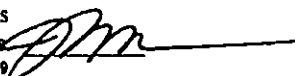
D. Training of Panelists: The first day of the alignment institute will begin with training panelists as a whole group. Then, panelists will break out into content-area groups in which panel facilitators will provide additional details and clarifications, and continue with subject-specific training to ensure that panelists have a common understanding of the DOK categories of complexities for their discipline. In content teams, panelists will be given the written definitions of the four DOK categories for their content area as well as a reference handout for all subject areas, and will practice applying the definitions to analyze sample standards and assessment items. Trainings will also communicate any specific decision rules that arise, and provide instruction and clarification on appropriate coding procedures and best practices for effective commenting in the WATv2. The overall orientation and training should require about three hours.

In FY 2020, AIR will provide for the use of the Lexile and Quantile Marks and Measures to include:

Access to State Specific Lexile and Quantile Web Content to be posted on the Department of Education website (Personalized State Lexile and Quantile Map, Parent Lexile and Quantile Brochures, "Find A Book", Lexile by Chapter Guides); State Score Reports; Quantile Resources (Math@Home & Quantile Teacher Assistant; Lexile & Quantile Career Databases; Lexile & Quantile Growth Planners; Assistance in State Level Ongoing Professional Learning Opportunities; Two (2) Annual Information Sessions; Summer Reading & Mathematics Initiative; Roundtable Discussions and Webinars; State Lexile & Quantile Brief; Press Release in conjunction with Department; Two (2) Annual Conference Calls


**C-3
DELIVERABLES**

Add:		
51	Alignment Study to include Framework Analysis, Statistical Analysis, Content Analysis, Training of Panelists, and One report for each of the two subject areas that describe the degree of alignment of each assessment with the corresponding New Hampshire Academic State Standards	Non-Software & Written Report
52	Access to State Specific Lexile and Quantile Web Content to be posted on the	Non-Software & Written State

Initial all pages
 Vendor Initials: 
 Date: 10/28/2019

STATE OF NEW HAMPSHIRE
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 1

	<p>Department of Education website (Personalized State Lexile and Quantile Map, Parent Lexile and Quantile Brochures, "Find A Book", Lexile by Chapter Guides); State Score Reports; Quantile Resources (Math@Home & Quantile Teacher Assistant; Lexile & Quantile Career Databases; Lexile & Quantile Growth Planners; Assistance in State Level Outreach; Ongoing Professional Learning Opportunities; Two (2) Annual Information Sessions; Summer Reading & Mathematics Initiative; Roundtable Discussions and Webinars; State Lexile & Quantile Brief; Press Release in conjunction with Department; Two (2) Annual Conference Calls</p>	Reports						
<p>Contract # 2017-073 Exhibit B Section Number</p>	<p>AMENDED TEXT</p>							
<p>3. Invoicing</p>	<p>Remove: Sandie MacDonald</p> <p>Replace with: Julie Couch</p>							
<p>Contract # 2017-073 Exhibit L Section Number</p>	<p>AMENDED TEXT</p>							
<p>1. Training Plan</p>	<p>Add:</p> <table border="1" style="width: 100%;"> <tr> <th colspan="3" style="background-color: black; color: white;">Training of Panelists – Alignment Study</th> </tr> <tr> <td style="width: 33%;"> <p>DOK language system for alignment analyses</p> <ul style="list-style-type: none"> • Content Specialists </td> <td style="width: 33%;"> <p>Orientation to promote reviewer understanding of the purpose of their work, the alignment analysis process, and how to navigate within the online tool used to record data, the WATv2.</p> <p>Subject-specific training to ensure that panelists have a common understanding of the DOK categories of complexities for their discipline</p> </td> <td style="width: 33%;"> <p>On-site training</p> </td> </tr> </table>		Training of Panelists – Alignment Study			<p>DOK language system for alignment analyses</p> <ul style="list-style-type: none"> • Content Specialists 	<p>Orientation to promote reviewer understanding of the purpose of their work, the alignment analysis process, and how to navigate within the online tool used to record data, the WATv2.</p> <p>Subject-specific training to ensure that panelists have a common understanding of the DOK categories of complexities for their discipline</p>	<p>On-site training</p>
Training of Panelists – Alignment Study								
<p>DOK language system for alignment analyses</p> <ul style="list-style-type: none"> • Content Specialists 	<p>Orientation to promote reviewer understanding of the purpose of their work, the alignment analysis process, and how to navigate within the online tool used to record data, the WATv2.</p> <p>Subject-specific training to ensure that panelists have a common understanding of the DOK categories of complexities for their discipline</p>	<p>On-site training</p>						
<p>2. A detailed description of proposed training presentations and materials provided below:</p>	<p>Add: The introductory training will include an orientation to promote reviewer understanding of the purpose of their work, the alignment analysis process, and how to navigate within the online tool used to record data, the WATv2. The first day of the alignment institute will start with training panelists as a whole group. Then, panelists will break out into content-area groups in which panel facilitators will provide additional details and clarifications, and continue with subject-specific training to ensure that panelists have a common understanding of the DOK categories of complexities for their discipline. In content teams, panelists will be given the written definitions of the four DOK categories for their content area as well as a reference handout for all subject areas, and will practice applying the definitions to analyze sample standards and</p>							


Initial all pages
 Vendor Initials: 
 Date: 10/28/2019

STATE OF NEW HAMPSHIRE
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	assessment items. Trainings will also communicate any specific decision rules that arise, and provide instruction and clarification on appropriate coding procedures and best practices for effective commenting in the WATv2.			
Exhibit L2.1: Proposed Training Timeline	Add:			
	<table border="1" style="width: 100%;"> <tr> <th style="width: 50%;">Training Type</th> <th style="width: 50%;">Proposed Timeline</th> </tr> <tr> <td>One day training</td> <td>To be determined upon approval of amendment by Governor & Council</td> </tr> </table>	Training Type	Proposed Timeline	One day training
Training Type	Proposed Timeline			
One day training	To be determined upon approval of amendment by Governor & Council			
	Add: 16. Alignment Training – detailed in “2. A detailed description of proposed training presentations and materials provided” above.			
Contract #2017-073 Appendix A Section Number	AMENDED TEXT			
Deliverables, Milestones and Activities Schedule	Add: (See attached additions to Appendix A)			
Contract #2017-073 Appendix B Section Number	AMENDED TEXT			
F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List	Add: (See attached additions to Appendix B)			

Table 2 CONTRACT HISTORY 2017-073 NH Statewide Assessments: ELA, Mathematics, Science

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2017-073	Original Contract	August 23, 2017 Item #81	June 30, 2021	\$9,550,030
2017-073 Amendment 1	1 st Amendment	Pending G&C Approval	June 30, 2021	\$316,974
	CONTRACT TOTAL			\$9,867,004

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STATE OF NEW HAMPSHIRE
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Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

[Signature]
American Institutes for Research in the
Behavioral Sciences (AIR)

Date: 10/28/2019

Corporate Signature Notarized:
STATE OF Virginia

COUNTY OF Arlington

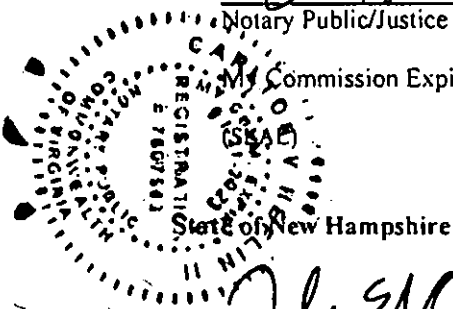
On this the 28 day of October, 2019, before me,
Carlton Heflin, the undersigned Officer Jann Mover,
personally appeared and acknowledged her/himself to be the Contracts Officer,
of American Institutes for Research, a corporation, and that she/he, as such
Contracts Officer being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as
American Institutes for Research.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

CARLTON V HEFLIN II
NOTARY PUBLIC
REGISTRATION # 7807593
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2023

My Commission Expires:



State of New Hampshire

[Signature]
Frank Edelblut, Commissioner
State of New Hampshire
Department of Education

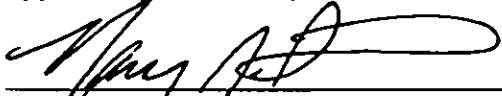
Date: 11-8-19

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Vendor Initials: [Signature]
Date: 10/28/2019

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 1**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



State of New Hampshire, Department of Justice

Date: Nov. 12, 2019

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____


Initial all pages
Vendor Initials 
Date: 10/28/2019

Exhibit 2

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/silllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials 
Date 8/28/2019

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073**

**APPENDIX A – ADDITIONS TO CONTRACT DELIVERABLES
DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
398		Add:				
		<p>Alignment Study to-include:</p> <p>Prep Time (Load software and materials to computers)</p> <p>Meeting with WebbAlign</p> <p>Gather Materials</p> <p>Alignment Study Analysis</p> <p>Meeting Participation Time</p>	<p>8 hours</p> <p>4 hours</p> <p>10 hours</p> <p>3 hours</p> <p>13 hours</p>	<p>Start and Finish dates for each of these items to be determined upon approval by Governor & Council</p>	<p>Start and Finish dates for each of these items to be determined upon approval by Governor &</p>	
399		<p>Use of the Lexile and Quantile Marks and Measures to include:</p>	<p>Flat rate</p>	<p>Start and Finish dates for each of these items to be determined upon approval by Governor & Council</p>	<p>Start and Finish dates for each of these items to be determined upon approval by Governor &</p>	
		<p>Access to State Specific Lexile and Quantile Web Content to be placed on the Department of Education website, Quantile Resources, Career Databases, Growth Planners, Lexile & Quantile Brief, Ongoing Professional Learning Opportunities, Roundtable Discussions and Webinars, Summer Reading and Mathematics Initiative, Assistance in State Level Outreach, Two (2) Annual Information Sessions, State Score Reports</p>		<p>Start and Finish dates for each of these items to be determined upon approval by Governor & Council</p>	<p>Start and Finish dates for each of these items to be determined upon approval by Governor & Council</p>	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073**

**APPENDIX B
ADDITIONS TO Table F-1: Activities/Deliverables/Milestones Pricing Worksheet**

**RFP 2017-073 DOE New Hampshire Statewide Assessments
Additions to Appendix B**

F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

The vendor must include, within the not-to-exceed for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information. Please note: this information is for Year 1. Please add rows for activities, deliverables, or milestones not included in the table below. Please add columns if specific on-going costs, not covered by costs in Tables F4 and F5, should be included.

Table F-1: Activities/Deliverables/Milestones Pricing Worksheet

Add:

		Required						
	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Projected Payment Date	Projected Year 1 Price	Projected Year 2 Price	Projected Year 3 Price	Projected Year 4 Price
PLANNING AND PROJECT MANAGEMENT – ALIGNMENT STUDY								
52	Prep Time (Load software & materials to computers)	Software & Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	2,912	n/a
53	Meeting with WebbAlign	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	2,333	n/a
54	Gather Materials	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	3,025	n/a

55	Alignment Study Analysis.	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	2,307	n/a
56	Meeting Participation Time	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	3,487	n/a
57	WebbAlign Costs	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	98,977	n/a
58	Facility Costs	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	13,542	n/a
59	A/V Costs	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	669	n/a
60	Catering Costs	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	6,021	n/a

61	NH Content Specialist Hotel/Stipends	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	12,581	n/a
62	Shipping & Return of Laptops	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	1,120	n/a
63	Use of the Lexile and Quantile Marks and Measures to Include: Access to State Specific Lexile and Quantile Web Content to be posted on the Department of Education website, Quantile Resources, Career Databases, Growth Planners, Lexile & Quantile Brief, Ongoing Professional Learning Opportunities, Roundtable Discussions and Webinars, Summer Reading and Mathematics Initiative, Assistance in State Level Outreach, Two (2) Annual Information Sessions, State Score Reports	Non-Software & Written Reports	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	170,000 Fixed Rate Price	n/a
Grand Total					2,550,438	2,494,836	2,563,352	2,258,378

CERTIFICATE

(Corporation With Seal)

I Dona M. Kilpatrick, Secretary of the American Institutes for Research in the Behavioral Sciences, do hereby certify that: (1) I am the duly elected and acting Secretary of the American Institutes for Research in the Behavioral Sciences, a Pennsylvania corporation (the "Corporation"); (2) I maintain and have custody and am familiar with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 30th day of October, 2006, which meeting was duly held in accordance with Pennsylvania law and the by-laws of the Corporation: (State of incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the President (and Secretary) (and Contract Officer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

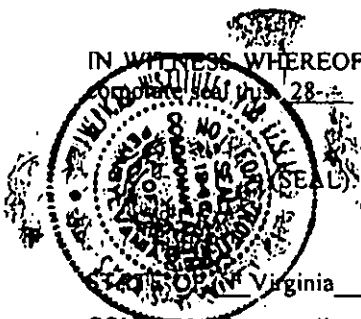
RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below.

David Myers President
Jann Moyer Contract Officer
Dona Kilpatrick Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its

date of 28 day of October, 2019.



Dona Kilpatrick
Secretary

COUNTY OF Arlington

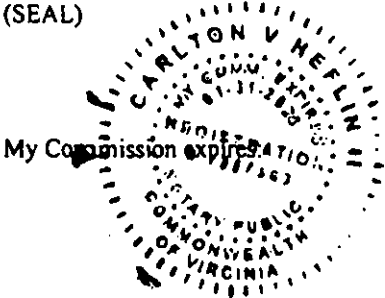
On this the 28 day of October, 2019, before me, Carlton Hefflin, the undersigned,

personally appeared Dona M. Kilpatrick, who acknowledged her/himself to be the

Secretary of American Institutes for Research in the Behavioral Sciences, a corporation, and that she/he as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)



Carlton Hefflin

Notary Public/Justice of the Peace

CARLTON V HEFLIN II
NOTARY PUBLIC
REGISTRATION # 7807563
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2023

My Commission expires



Contract Office Warrant Delegation

As President and CEO of the American Institutes for Research in Behavioral Sciences (AIR), I hereby delegate to Jann Mouer, Principal Contracts & Grants Specialist, authority to sign on behalf of AIR, any commercial or government grant, contract, subcontract or modification of awards made to the Programs of AIR. I hereby also delegate the authority to sign on behalf of AIR, any commercial or government grant, contract, subcontract or modification of awards made to AIR in the absence of Joseph Wagner, Vice President of Contracts, Grants & Procurement for AIR. For this delegation to be effective, Jann Mouer agrees to solemnly affirm the responsibility to uphold and protect AIR's fiduciary interests in its business affairs in full compliance with established corporate policies and procedures and applicable statutory rules and regulations.

This Warrant shall remain in effect until written notice of its amendment or rescission.



David Myers, President and CEO

3/16/18

Date

I hereby solemnly affirm the delegated responsibility to uphold and protect AIR's fiduciary interest in its business affairs in full compliance with established corporate policies and procedures and applicable statutory rules and regulations.



Jann Mouer, Principal Contracts & Grants Specialist

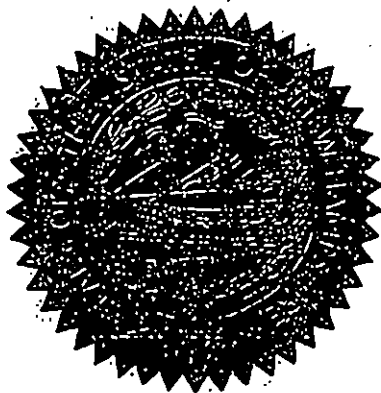
3/17/18

Date

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 American Institutes for Research in the Behavioral Sciences, a(n) Pennsylvania nonprofit corporation, registered to do business in New Hampshire on October 31, 2014. I further certify that it is in good standing as far as this office is concerned, having 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 21st day of August, A.D. 2015

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

William M. Gardner
Secretary of State

Business Information

Business Details

AMERICAN INSTITUTES FOR
 Business Name: RESEARCH IN THE BEHAVIORAL SCIENCES
 Business ID: 717063
 Business Type: Foreign Nonprofit Corporation
 Business Status: Good Standing
 Business Creation Date: 10/31/2014
 Name in State of Incorporation: AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES
 Date of Formation in Jurisdiction: 10/31/2014
 Principal Office Address: 1000 Thomas Jefferson St. NW, Washington, 20007, USA
 Mailing Address: NONE
 Citizenship / State of Incorporation: Foreign/Pennsylvania
 Last Nonprofit Report Year: 2015
 Next Report Year: 2020
 Duration: Perpetual
 Business Email: NONE
 Phone #: NONE
 Notification Email: NONE
 Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / To conduct and apply behavioral and social science research to improve people's lives and well being, with a special emphasis on the disadvantaged.	



AMERINS-01

DLONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2019

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 have ADDITIONAL INSURED provisions or 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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (AC, No, Ext): (703) 827-2277	FAX (AC, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED American Institutes for Research	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Underwriters Insurance Company A+ (XV)		30104
	INSURER B: Hartford Fire Insurance Company A+ (XV)		19682
	INSURER C: Hartford Casualty Insurance Company A+ (XV)		29424
	INSURER D: Hartford Accident and Indemnity Company A+ (XV)		22367
	INSURER E: National Union Fire Ins. Co. of Pittsburgh, PA A (XV)		19445
	INSURER F:		

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	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:				9/30/2019	9/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				9/30/2019	9/30/2020	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				9/30/2019	9/30/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		9/30/2019	9/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab:				9/30/2019	9/30/2020	Per Claim/Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30-day Notice of Cancellation will be issued for the General Liability in accordance with policy terms and conditions.

CERTIFICATE HOLDER

NH Department of Education
101 Pleasant Street
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
Dan Keenan



HOME >

About Us

AIR is one of the world's largest behavioral and social science research and evaluation organizations. Our overriding goal is to use the best science available to bring the most effective ideas and approaches to enhancing everyday life. For us, making the world a better place is not wishful thinking. It is the goal that drives us.

Founded in 1946 as a not-for-profit organization, we conduct our work with strict independence, objectivity and non-partisanship. Learn more about our history.

The intellectual diversity of our 1,800 employees enables us to bring together experts from many fields in the search for innovative answers to challenges that span the human life course.

Our Mission

AIR's mission is to conduct and apply the best behavioral and social science research and evaluation towards improving people's lives, with a special emphasis on the disadvantaged.

Our Vision

Within the United States and internationally, AIR will be the preeminent organization that

- Produces improvements in education, health, and the workforce;
- Addresses the needs of individuals, organizations, and communities;
- Designs and advances statistical and research methods;
- Causes practitioners and organizations to adopt evidence-based practices; and
- Informs public understanding and policymaking by the best evidence.

**AMERICAN INSTITUTES FOR RESEARCH
IN THE BEHAVIORAL SCIENCES**

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT**

Years Ended December 31, 2018 and 2017

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
American Institutes for Research in the Behavioral Sciences

We have audited the accompanying consolidated financial statements of American Institutes for Research in the Behavioral Sciences, which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

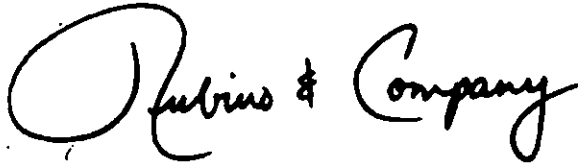
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of American Institutes for Research in the Behavioral Sciences as of December 31, 2018 and 2017 and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the financial statements, AIR adopted Accounting Standards Updated 2016-14, Not-for-Profit Entities (Topic 958): Presentation of Financial Statements for Not-for-Profit Entities, during the year ended December 31, 2018. Our opinion is not modified with respect to this matter.

A handwritten signature in black ink that reads "Rubins & Company". The signature is written in a cursive, flowing style.

Bethesda, Maryland
July 18, 2019

**AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES
CONSOLIDATED BALANCE SHEETS**

	December 31,	
ASSETS	2018	2017
Current assets		
Cash and cash equivalents	\$ 34,563,605	\$ 33,466,678
Accounts receivable, net	103,422,993	84,697,621
Prepaid expenses and other current assets	12,372,088	5,763,165
Short-term investments	-	31,000,000
Total current assets	150,358,686	154,927,464
Long-term investments	273,115,346	266,726,667
Property and equipment, net	24,249,577	22,273,895
Goodwill and other	2,710,614	2,342,949
Total assets	\$ 450,434,223	\$ 446,270,975
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 31,011,506	\$ 29,248,277
Accrued payroll and related expenses	40,046,167	34,164,534
Deferred revenue	21,588,780	25,279,976
Total current liabilities	92,646,453	88,692,787
Deferred rent, net of current portion	9,620,890	9,420,333
Deferred compensation	7,498,534	7,607,387
Note payable, long-term	5,619,032	5,826,742
Other liabilities	1,056,108	166,693
Total liabilities	116,441,017	111,713,942
Net assets, without donor restrictions		
Undesignated	50,231,972	56,422,938
Board designated	283,761,234	278,134,095
	333,993,206	334,557,033
Total liabilities and net assets	\$ 450,434,223	\$ 446,270,975

The accompanying notes are an integral part of these consolidated financial statements.

AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES
CONSOLIDATED STATEMENTS OF ACTIVITIES
Years Ended December 31, 2018 and 2017

	Without donor restrictions		2018 Total	2017 Total
	Undesignated	Board designated		
Contract and grant revenue	\$ 461,917,244	\$ -	\$ 461,917,244	\$ 465,466,405
Expenses				
Research, evaluation and technical assistance activities	397,158,711	-	397,158,711	395,504,858
Management and administrative	48,837,904	-	48,837,904	46,256,385
Total expenses	445,996,615	-	445,996,615	441,761,243
Excess of revenue over expenses	15,920,629	-	15,920,629	23,705,162
Other items				
Investment (loss) income	5,107	(16,489,563)	(16,484,456)	31,422,197
Board-designated reinvestment projects	4,808,550	(4,808,550)	-	-
Transfers	(26,925,252)	26,925,252	-	-
Increase (decrease) in net assets	(6,190,966)	5,627,139	(563,827)	55,127,359
Net assets, beginning of year	56,422,938	278,134,095	334,557,033	279,429,674
Net assets, end of year	<u>\$ 50,231,972</u>	<u>\$ 283,761,234</u>	<u>\$ 333,993,206</u>	<u>\$ 334,557,033</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES
CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Years Ended December 31,	
	2018	2017
Cash flows from operating activities		
Change in net assets	\$ (563,827)	\$ 55,127,359
Reconciling adjustments:		
Depreciation and amortization	3,071,208	3,712,492
Loss (income) from investments	20,621,837	(28,620,080)
(Increase) decrease in operating assets:		
Accounts receivable, net	(18,725,373)	9,239,773
Prepaid expenses and other assets	(6,976,587)	(1,118,369)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	3,011,754	(2,757,333)
Accrued payroll and related expenses	5,714,940	2,573,162
Deferred revenue	(3,691,196)	(450,859)
Deferred compensation	(108,853)	1,710,436
Net cash provided by operating activities	2,353,903	39,416,581
Cash flows from investing activities		
Purchases of marketable securities	(125,594,369)	(118,587,117)
Proceeds from sales of marketable securities	129,629,748	81,893,397
Purchase of property and equipment	(5,092,785)	(739,732)
Net cash used by investing activities	(1,057,406)	(37,433,452)
Cash flows from financing activities		
Payments on note payable	(199,570)	(191,748)
Net cash used by financing activities	(199,570)	(191,748)
Net change in cash and cash equivalents	1,096,927	1,791,381
Cash and cash equivalents, beginning of year	33,466,678	31,675,297
Cash and cash equivalents, end of year	\$ 34,563,605	\$ 33,466,678
Supplemental cash flow information		
Interest paid	\$ 238,377	\$ 239,723
Unrelated business income tax paid	\$ 486,000	\$ -

The accompanying notes are an integral part of these consolidated financial statements.

AIR Boards of Directors

Name	Role	Affiliation
Patricia B. Gurin	Board Chair	Professor of Social Psychology, University of Michigan
Lawrence D. Bobo	Board Vice Chair	W. E. B. Du Bois Professor of the Social Sciences, Harvard University
Greg Baroni	Board Member	Chairman and Chief Executive Officer, Attain
Robert F. Boruch	Board Member	University Trustee Chair Professor; Professor of Education and Statistics, University of Pennsylvania
Nancy E. Cantor	Board Member	Chancellor, Rutgers University - Newark
Edward Hamburg	Board Member	Venture Partner, Morgan Stanley Private Equity
Sara Kiesler	Board Member	Hillman Professor of Computer Science and Human-Computer Interaction, Carnegie-Mellon University
Delano Lewis	Board Member	Former U.S. Ambassador to South Africa and Past President and CEO of National Public Radio
Andrew Liakopoulos	Board Member	Principal, Human Capital Practice, Deloitte Consulting LLP
Kathy McKinless	Board Member	Former Partner, Coordinator of Audit Services, KPMG LLP
Manuel Pastor	Board Member	Professor, Sociology/American Studies & Ethnicity Director, Program for Environmental & Regional Equity University of Southern California
Sol H. Pelavin	Board Member	Former President and Chief Executive Officer American Institutes for Research
David Myers	Board Member	President and Chief Executive Officer American Institutes for Research

KEY PERSONNEL

Thomas Glorfield, B.F.A.

Ahmet Turhan, Ph.D.

Sonja Hubbard, M.S.

Dina Booher, B.S.

THOMAS D. GLORFIELD, B.F.A. PROJECT MANAGER

Education

B.F.A. 1995, Fine Arts
Iowa State University, Ames, IA

Professional Credentials and Certifications

Project Management Professional (PMP), Project Management Institute, 2005

Present Position

Senior Program Manager, American Institutes for Research (AIR) (2012–Present)
Manages, delivers, and executes the operational components of assessment programs. Works with various internal and external teams to assist in the gathering of requirements, development, and oversight of online testing programs, test booklet and answer document production, administration manuals and other support documentation, training, and report distribution. Assists in conducting training and webinars for stakeholders in various states (Michigan, California, and Delaware). Manages subcontractors to ensure timely production and distribution of additional printed materials. Consults with external clients to determine overall program requirements and develop a plan and schedule to ensure that the program is performing in accordance with operational and financial goals.

Additional Professional Experience

Director, Program Services, Hawaii Department of Education, Hawaii State Alternate Assessment, Keystone Assessment (2010–2012)

Managed, delivered, and executed the developmental and operational components of the Hawaii State Alternate Assessment program. Served as the main liaison between the Hawaii Department of Education and Keystone Assessment as well as multiple subcontractors. Created and maintained program schedules, conducted customer status and planning meetings, and provided program documentation. Assisted in conducting content training for various Hawaii stakeholder groups both on-site and via webinars and conference calls. Managed the Keystone Hawaii Program team, which consisted of project managers.

Program Manager, New Jersey Department of Education, New Jersey State Assessments, Pearson (2004–2010)

Provided leadership in the areas of program planning, development, and execution for the New Jersey Grade Eight Proficiency Assessment (NJ GEPA), the New Jersey Alternate Proficiency Assessment (NJ APA), and the New Jersey Assessment of Skills and Knowledge Grades 3 and 4 (NJ ASK 3–4) programs. Responsible for the financial planning and development of all programs and for managing the daily budget. Coordinated and managed cross-functional teams as well as subcontractor relationships. Project budgets ranged from \$3 million to \$16 million annually. Managed the Pearson New Jersey Program team, which consisted of project managers and project coordinators.

Program Manager, New York State Education Department, New York State Assessments, Pearson (2008–2010)

Managed, delivered, and executed the operational components of various contracts in support of the New York State Testing Program. Responsible for the financial planning and development of assigned programs and for managing the daily budget. Coordinated and managed cross-functional teams and served as the main liaison between Pearson and subcontractors.

Project Manager, Various State Programs, ePEN, Pearson (2001–2004)

Main point of contact between state customers and the internal development team. Responsible for gathering requirements, creating design documentation, and managing scoring software upon release. Created training materials and conducted training sessions in person and via webinars. Developed a technical support call center process for domestic and international programs.

Employment History

- 2012–Present** Senior Program Manager, American Institutes for Research
- 2010–2012** Director, Program Services, Keystone Assessment
- 2004–2010** Program Manager, Pearson
- 2001–2004** Project Manager, Pearson

AHMET TURHAN, PH.D.
LEAD PSYCHOMETRICIAN**Education**

- Ph.D. 2006, Educational Measurement and Statistics
Florida State University, Tallahassee, FL
- M.A. 1997, Educational Measurement and Statistics
University of Iowa, Iowa City, IA
- B.A. 1991, Testing and Evaluation in Education
Hacettepe University, Turkey

Present Position***Lead Psychometrician, American Institutes for Research (AIR) (2016–Present)***

Manage, plan, and support form development, independent and operational field-testing for Connecticut, West Virginia, and Washington Next Generation Science Standards (NGSS). Conducted comparability study for Washington science online and paper versions. Established AIRCore scale by linking various states' data. Planned and conducted Ohio bridge study between Ohio Test of English Language Acquisition (OTELA) and Ohio English Language Proficiency Assessment (OELPA). Serve as consultant for Scholastic ReadingPRO computer adaptive test development. Carried out operational and field-test equating for Washington Measurements of Student Progress (MSP) and End-of-Course (EOC) tests.

Additional Professional Experience***Senior Research Scientist, Pearson Assessment and Instruction, Pearson Inc. (2011–2016)***

Served as the psychometrician for the Partnership for Assessment of Readiness for College and Careers (PARCC). Developed and presented test construction workshop for internal content experts. Led the entire test construction process. Conducted calibration, equating, and scaling using the 2-parameter logistic (2-PL) model for multiple-choice items and generalized partial credit model (GPCM) for all score categories. Provided expertise on the parallel forms construction. Served as the lead psychometrics research scientist for the two major Florida assessment programs: The Florida Comprehensive Assessment Test (FCAT) 2.0 and Florida EOC Assessments.

Research Scientist, Pearson Assessment and Instruction, Pearson Inc. (2006–2011)

Provided psychometric, technical, and customer support for Florida and Texas contracts. Responsibilities included construction of data analysis specifications, development and implementation of sampling designs, development of Texas Assessment of Knowledge and Skills (TAKS) and Texas English Language Proficiency Assessment System (TELPAS) vertical scaling, development of procedures to confirm integrity of assessment data, interpretation and communication of research analyses results, test development, data collection and analysis, scaling, equating, and generation of technical manuals. Conducted/participated in meetings for data review, standard setting, and technical advisory committee.

Senior Psychometrician, Psychometrics, Florida Department of Education (2002–2006)

Conducted ad hoc research studies to determine trends of statewide large-scale test data. Edited FCAT technical reports and documents such as Test Construction Specifications and Calibration Specifications. Wrote SAS macros to convert hierarchical flat text files into datasets to confirm accuracy of scoring data. Consulted with other state education departments for quality assurance. Provided extensive feedback on item bank functionality and structure. Wrote control files, conducted calibrations and equating, and interpreted results for both multiple-choice and constructed-response items.

Intern and Data Analyst, Psychometrics, Florida Department of Education, (2000–2002)

Wrote SAS codes for demographic reports. Conducted data quality checks.

Research Assistant, Florida Department of Education (1999–2001)

Trained other research assistants in statistical methods. Created specifications for data analysis and model runs with Mplus and Mixor. Conducted missing data analysis. Assisted Leon County School Board on large scale assessment logistics. Created practice test forms. Performed ad hoc research. Conducted extensive literature review on vertical equating for Department of Education.

Curriculum Resource Center Assistant, Florida State University (1998–1999)

Managed curriculum resource center and maintained library.

Research Assistant, University of Iowa (1996–1997)

Designed computerized data collection surveys and exams with Hypercard. Conducted data mining. Conducted factor analyses and structural equation modeling. Collaborated with other research assistant on administration of computerized data collection.

Employment History

- 2016–Present** Psychometrician, American Institutes for Research, Washington, DC
- 2011–2016** Senior Research Scientist, Pearson Assessment and Instruction, Pearson Inc., Pflugerville, TX
- 2006–2011** Research Scientist, Pearson Assessment and Instruction, Pearson Inc., Pflugerville, TX
- 2002–2006** Senior Psychometrician, Psychometrics, Florida Department of Education, Tallahassee, FL
- 2000–2002** Intern and Data Analyst, Psychometrics, Florida Department of Education, Tallahassee, FL
- 1999–2001** Research Assistant, Florida State University, Tallahassee, FL
- 1998–1999** Curriculum Resource Center Assistant, Florida State University, Tallahassee, FL
- 1996–1997** Research Assistant, University of Iowa, Iowa City, IA

Professional Affiliations

American Educational Research Association (AERA), National Council on Measurement in Education (NCME)

SONJA HUBBARD, M.S.
SOFTWARE PROJECT MANAGER, STUDENT REGISTRATION

Education

- M.S. 2012, Information Systems Technology
George Washington University, Washington, DC
- B.A. 2002, Media Studies
Pomona College, Claremont, CA

Professional Credentials and Certifications

CIO Certificate in Federal Executive Competencies (2012)

Honors and Awards

Technical Leadership Award, AED, 2008
Innovation Award, AED, 2007
Staff Advisory Council Employee of the Year Award, AMIDEAST, 2004

Present Position

*Software Project Manager, Student Registration, American Institutes for Research (AIR)
(2013–Present)*

Develops requirements, budgets, and schedules for software development projects. Has day-to-day responsibility for ensuring that projects are completed on time and within budget, and that all deliverables are of the highest quality. Facilitates requirements meetings and status meetings with clients and project team. Establishes milestones, identifies potential issues, and monitors adherence to project scope, requirements and design documents, schedules, and to the Computer Science and Statistical Center (CSSC) software development process. Maintains client relations and communications including status reporting and informal conversations.

Project Experience at AIR

Test Information Distribution Engine (TIDE), AIR (2013–Present)

Serves as the primary point of contact for four clients as well as overseeing special development projects that affect multiple clients. Coordinates service requests across multiple CSSC teams. Provides product management support for open-source single-sign-on implementation. Researches escalated help desk cases by analyzing data, code, and application logs. Applies a user-centered approach to new-feature design decisions. Develops and manages the TIDE internal research and development schedule. Identifies and implements process improvements related to issue tracking and knowledge management.

Additional Professional Experience

Technical Project Manager, Sonjara, Inc. (2010–2013)

Managed several multi-year web application development projects including SeaPerch, STEM2Stem, the International Tax Policy Forum, and the IRS Tax Forums. Clients included the

Office of Naval Research, USAID, PricewaterhouseCoopers, and the Society for Naval Architects and Marine Engineers. Created and managed work plans, risk assessments, and budgets. Acted as primary point of contact for clients, developed understanding of clients' business processes and challenges, proposed and obtained approval for follow-on work. Provided guidance on best practices to project managers and developers. Implemented improvements in project management across the company, formalized and documented procedures, and configured enterprise-level tools to support project management. Analyzed and documented project requirements, including workflows, data models, business rules, and user experience considerations. Deployed code to production environments. Planned, managed, and performed software testing. Implemented change requests and bug fixes using PHP, SQL, HTML, and CSS. Provided superior technical support to clients via phone, email, and on-site visits. Advocated for users and implement user experience improvements based on user research and usability analysis. Wrote technical documentation and user manuals and delivered training to clients on using web-based content management systems and collaboration tools.

Technical Manager, AED (2005–2010)

Oversaw development of the J2EE-based Global Learning Portal. Managed teams of U.S.-based and offshore designers, developers, testers, and system administrators. Hired and supervised junior technical staff. Gathered and documented requirements for new features and change requests. Tested and deployed functional and user interface enhancements. Established and managed web project plans and budgets. Designed and delivered training to staff and end users on online content management tools and techniques. Traveled to Africa and the Middle East for requirements gathering and technical consulting and training activities with field-based teams. Identified and implemented process improvements to streamline enhancements in web content and functionality. Projects included the Afghanistan Higher Education Portal and the Palestine Youth Portal.

Program Officer, AMIDEAST (2004–2005)

Oversaw web content for multiple sections of the corporate website. Served as liaison between program departments and the IT department. Coordinated operations and marketing for educational testing programs at 13 field offices in the Middle East and North Africa.

Senior Program Assistant, AMIDEAST (2002–2004)

Coordinated design and content for web and print materials. Updated web content, standardized existing HTML and CSS code to comply with organization standards.

Webmaster, Freelance (1999–2002)

Designed, developed, and maintained web sites for several university departments, conferences, news media organizations. Prepared print materials for online delivery and created original online content, graphics, and photographs.

Employment History

2013–Present	Technical Project Manager, AIR, Washington, DC
2010–2013	Technical Project Manager, Sonjara, Inc., Falls Church, VA
2005–2010	Technical Manager, AED, Washington, DC
2004–2005	Program Officer, AMIDEAST, Washington, DC
2002–2004	Senior Program Assistant, AMIDEAST, Washington, DC
1999–2002	Webmaster, Freelance, Claremont, CA

Professional Affiliations

D.C. Web Women (DCWW)

DINA BOOHER, B.S.

**INFORMATION TECHNOLOGY SPECIALIST, ONLINE REPORTING AND
SCORE REPORTING MANAGER**

Education

B.S. 2009, Statistics
George Washington University, Washington, DC

Present Position*Project Manager, Score Reporting, American Institutes for Research (AIR) (2012–Present)*

Primarily responsible for managing score reporting team activities for the Delaware and Utah statewide assessment programs, including the Delaware Comprehensive Assessment System (DCAS), the Delaware End-of-Course (DCAS-EOC) exam, the Utah Student Assessment of Growth and Excellence (SAGE), and 11 other statewide assessment programs. Produces a critically important series of score reports for each assessment cycle that documents the proficiency and growth of the state, district, school, class, and student. Gathers reporting specifications across multiple clients and uses detailed specifications documents to compose and produce accurate reports based on client and user requirements. Trains end users to access and understand online and paper reporting tools.

Additional Professional Experience*Statistical Program Manager, American Forest & Paper Association (2009–2012)*

Collected and analyzed monthly mill-level data for paper industry shipments, production, and inventory. Published monthly statistical reports representing entire sectors in the industry and collaborated with other statistical program managers in preparing and publishing AF&PA's acclaimed industry-wide capacity surveys for 2009, 2010, and 2011. Assisted with internal capacity-building initiatives, such as improving reporting and publication processes, redesigning existing reports, and developing innovative ways to present data to customers and members. Reported sales to non-members, an essential component of subsidizing the production costs of statistical reports.

Economic Analyst Intern, FDIC (2008–2009)

Drafted a daily economic breakdown of current events for distribution to employees at the FDIC and other economists. Drafted summaries of economic conferences for division-wide publication and distribution and assisted in creating models to provide risk analysis for FDIC-insured banks using statistical methods, such as time series analysis.

Employment History

2012–Present Program Manager, Score Reporting, American Institutes for Research, Washington, DC

2009–2012 Statistical Program Manager, American Forest & Paper Association, Washington, DC

2008–2009 Economic Analyst Intern, FDIC, Washington, DC

RFP 2017-073 DOE New Hampshire Statewide Assessments
Appendix C

1.3 (2) Proposed vendor Staff, Resource Hours and Rates Worksheet

Use the proposed vendor staff position, resource hours and rates worksheet to indicate the individuals that will be assigned to the project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table 1.3 (2): Proposed Vendor Staff, Resource Hours and Rates Worksheet SCHOOL YEAR 2018-19 (and beyond)

Title	Name	Initiation	Implementation	Project Close out (final year only)	Category Hourly Rate	Hours X Rate
Project Manager	Tom Glorfield		1,080	120	\$ 177.62	\$ 213,147
Technology Consultant	Sonja Hubbard		900		\$ 168.28	\$ 151,452
Program Coordinator and Assistants			976		\$ 80.97	\$ 79,024
Call Center Manager	Cindy Benis		120		\$ 124.65	\$ 14,959
Lead Psychometrician	Ahmet Turan		200		\$ 224.38	\$ 44,876
Psychometricians			600		\$ 144.32	\$ 86,592
Research Associates/Assistants			700		\$ 106.01	\$ 74,206
Content Development Lead	Jacob Wilkes		160		\$ 115.08	\$ 18,412
Test Development Specialists			940		\$ 92.36	\$ 86,819
Production Manager			80		\$ 152.70	\$ 12,216
Production, Graphics, and Software Project Manager	Scott Christian Redmond		120		\$ 87.26	\$ 10,471
Senior Application Developer	Alan Reeve		60		\$ 183.87	\$ 11,032
Lead Developers and Data Analysts, All Systems			2,500		\$ 129.75	\$ 324,386
Lead, Software Quality Assurance	Dorian Softaj		80		\$ 209.53	\$ 16,762
QA Leads and Staff			190		\$ 109.07	\$ 20,723
Lead, Network Engineering	Fara Tapscott		80		\$ 196.33	\$ 15,706
Network Engineers			420		\$ 115.30	\$ 48,426
Performance Scoring Lead	Damon Hartzler		400		\$ 134.97	\$ 53,987
Scoring Leads and Scorers			1,260		\$ 109.07	\$ 137,426
Score Reporting Lead	Olno Booher		80		\$ 105.93	\$ 8,474
Score Reporting Specialists			160		\$ 83.01	\$ 13,281
TOTALS			11,166	120		\$ 1,452,475

Add rows as appropriate for proposal.

*This information is important and required so that the NH DOE can break down the costs for services and personnel when presenting a contract for approval by the Governor and Executive Council

RFP 2017-073 DOE New Hampshire Statewide Assessments
Appendix C

1.3 (3) Future Vendor Rates Worksheet

The State may request additional services from the selected vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire fiscal year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the future vendor rates worksheet.

Table 1.3 (3): Future Vendor Rates Worksheet

Position Title	Required				Optional		
	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024
<i>Project Manager</i>	\$ 174.14	\$ 177.62	\$ 181.18	\$ 184.80	\$ 188.49	\$ 192.26	\$ 196.11
<i>Technology Consultant</i>	\$ 164.98	\$ 168.28	\$ 171.65	\$ 175.08	\$ 178.58	\$ 182.15	\$ 185.79
<i>Program Coordinator and Assistants</i>	\$ 79.38	\$ 80.97	\$ 82.59	\$ 84.24	\$ 85.92	\$ 87.64	\$ 89.39
<i>Call Center Manager</i>	\$ 122.21	\$ 124.65	\$ 127.15	\$ 129.69	\$ 132.28	\$ 134.93	\$ 137.63
<i>Lead Psychometrician</i>	\$ 219.98	\$ 224.38	\$ 228.87	\$ 233.44	\$ 238.11	\$ 242.88	\$ 247.73
<i>Psychometricians</i>	\$ 141.49	\$ 144.32	\$ 147.21	\$ 150.15	\$ 153.15	\$ 156.22	\$ 159.34
<i>Research Associates/Assistants</i>	\$ 103.93	\$ 106.01	\$ 108.13	\$ 110.29	\$ 112.50	\$ 114.75	\$ 117.04
<i>Content Development Lead</i>	\$ 112.82	\$ 115.08	\$ 117.38	\$ 119.73	\$ 122.12	\$ 124.56	\$ 127.05
<i>Test Development Specialists</i>	\$ 90.55	\$ 92.36	\$ 94.21	\$ 96.09	\$ 98.01	\$ 99.97	\$ 101.97
<i>Production Manager</i>	\$ 149.71	\$ 152.70	\$ 155.76	\$ 158.87	\$ 162.05	\$ 165.29	\$ 168.60
<i>Publication staff, including Production, Graphics, and Editorial</i>	\$ 85.55	\$ 87.26	\$ 89.01	\$ 90.79	\$ 92.60	\$ 94.45	\$ 96.34
<i>Software Project Manager</i>	\$ 180.26	\$ 183.87	\$ 187.54	\$ 191.29	\$ 195.12	\$ 199.02	\$ 203.00
<i>Senior Application Developer</i>	\$ 164.98	\$ 168.28	\$ 171.65	\$ 175.08	\$ 178.58	\$ 182.15	\$ 185.79
<i>Lead Developers and Data Analysts, All Systems</i>	\$ 127.21	\$ 129.75	\$ 132.35	\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26

RFP 2017-073 DOE New Hampshire Statewide Assessments
Appendix C

Table 1.3 (3): Future Vendor Rates Worksheet

Position Title	Required				Optional		
	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024
Lead, Software Quality Assurance	\$ 205.42	\$ 209.53	\$ 213.72	\$ 217.99	\$ 222.35	\$ 226.80	\$ 231.34
QA Leads and Staff	\$ 106.93	\$ 109.07	\$ 111.25	\$ 113.47	\$ 115.74	\$ 118.06	\$ 120.42
Lead, Network Engineering	\$ 192.48	\$ 196.33	\$ 200.26	\$ 204.26	\$ 208.35	\$ 212.51	\$ 216.76
Network Engineers	\$ 113.04	\$ 115.30	\$ 117.61	\$ 119.96	\$ 122.36	\$ 124.81	\$ 127.30
Performance Scoring Lead	\$ 132.32	\$ 134.97	\$ 137.67	\$ 140.42	\$ 143.23	\$ 146.09	\$ 149.01
Scoring Leads and Scorers	\$ 106.93	\$ 109.07	\$ 111.25	\$ 113.47	\$ 115.74	\$ 118.06	\$ 120.42
Score Reporting Lead	\$ 103.85	\$ 105.93	\$ 108.05	\$ 110.21	\$ 112.41	\$ 114.66	\$ 116.95
Score Reporting Specialists	\$ 81.38	\$ 83.01	\$ 84.67	\$ 86.36	\$ 88.09	\$ 89.85	\$ 91.65

Add rows as appropriate for proposal.

End User Support Plan

Prepared by the American Institutes for Research

81 QB



Frank Edelblut
Commissioner

Paul Leather
Deputy Commissioner

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

July 24, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement to enter into a contract with the American Institutes for Research in the Behavioral Sciences (AIR), Washington, DC (vendor code 167227), in the amount of \$9,550,030. This contract with an option to renew for up to one (1) additional three (3) year period will be effective from the date of Governor & Council approval through June 30, 2021. 50% State Funds, 50% Federal Funds.

Funding is available in the accounts entitled Assessment-State and Assessment-Federal as follows:

<u>Account</u>	<u>Description</u>	<u>FY 18</u>
06-56-56-562010-25310000-102-500731	Contracts for Program Services	\$1,275,219
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$1,275,219
<u>FY 19</u>		
06-56-56-562010-25310000-102-500731	Contracts for Program Services	\$1,247,418
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$1,247,418
<u>FY 20</u>		
06-56-56-562010-25310000-102-500731	Contracts for Program Services	\$1,123,189
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$1,123,189
<u>FY 21</u>		
06-56-56-562010-25310000-102-500731	Contracts for Program Services	\$1,129,189
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$1,129,189

EXPLANATION

New Hampshire was previously a member of the Smarter Balanced Assessment Consortium with Vermont and Connecticut administering the Smarter Balanced Assessment (SBA) for English Language Arts and Mathematics to students in grade 3-8; and the New England Common Assessment Program (NECAP) administering the NECAP Science assessment in grades 4, 8, and 11. The final administration of the SBA and the NECAP Science occurred in the spring of 2017. On June 30, 2017 the SBA and NECAP contracts expired.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
July 24, 2017
Page Two

In preparation for the expiration of the Statewide Assessment Program contracts, the Department of Education issued a Department of Information Technology approved RFP for the NH Statewide Assessments: ELA, Mathematics, Science was posted on March 29, 2017 seeking qualified individuals, companies and organizations to execute the scope of work outlined in the RFP covering an array of activities and services needed to manage the project.

A vendor conference was held on April 6, 2017, facilitated by the Bureau of Instructional Support and Student Assessment with representatives present from the Department of Information Technology and the Bureau of Administrative Services. The vendor inquiry period was opened on March 30, 2017 ended on April 12, 2017. Two (2) proposals were received by April 26, 2017 at 4:00 pm.

An invitation to review and score the proposals received was sent to thirty-five (35) people on April 28, 2017 with a specified proposal review end period of May 17, 2017. A total of twelve (12) reviewers accepted the invitation. These reviewers represent the five (5) geographical areas of the state and possessed a variety of skills and educational knowledge. AIR was selected based on the recommendations of reviewers. (See Attachment A).

A contract was drafted using the Department of Information Technology template. The draft contract was reviewed by a team of DoIT reviewers and then published for a two week DoIT Director Review. Revisions based on the reviewer's comments were included. The resulting contract is presented for approval.

Approval of this contract will allow the Department of Education to meet the obligations outlined in the Every Student Succeeds Act, Sec. 1111(2) ACADEMIC ASSESSMENTS (A) IN GENERAL; and (B) REQUIREMENTS. The assessments under subparagraph (A) shall "(v)(i) in the case of mathematics and reading or language arts, be administered (aa) in each of grades 3 through 8; and (bb) at least once in grades 9 through 12; (ii) in the case of science, be administered not less than one time during - (aa) grades 3 through 5; (bb) grades 6 through 9; and (cc) grades 10 through 12."

Additionally the services outlined in the contract will allow the Department to provide valuable feedback and documentation to schools, districts and the public as to the status of K-12 education in New Hampshire. The components of this assessment system allow schools to facilitate student learning by providing information throughout the academic year that to inform instruction, guide interventions, help target professional development and ensure an accurate measure of each student's academic progress.

Because this contract fulfills both state and federal assessment requirements, the costs are shared between federal and state funds. In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Attachment A
NH Statewide Assessments: ELA, Mathematics, Science
RFP 2017-073 DOE New Hampshire Statewide Assessments

SCORING FOR REVIEW OF FY 17 TITLE VII PROPOSALS

- Two (2) proposals were received on April 26, 2017 before 4:00 pm.
 - Proposal 1 was received at 10:30 am on April 26, 2017.
 - Proposal 2 was received at 12:00 pm on April 26, 2017
- Proposals were opened on April 27, 2017 at 9:00 am.
- Proposals were evaluated to ensure minimum bid requirements were met at the time of opening on April 27, 2017.
- The number of proposals received was posted to the NH DOE website on April 27, 2017.
- An invitation to review and score the proposals received was sent to thirty-five (35) people on April 28, 2017 with a specified proposal review end period of May 17, 2017.
- A total of twelve (12) reviewers accepted the invitation. These reviewers represent the five (5) geographical areas of the state and possess a variety of skills and educational knowledge.
- The review period ended on May 17, 2017.

Proposal Scoring Criteria in the RFP

Total Proposed Solution		28 points
<i>Proposal Solution Summative Assessment ELA/Math</i>	<i>9 points</i>	
<i>Proposal Solution Summative Assessment Science</i>	<i>9 points</i>	
<i>Proposal Solution Interim Assessment ELA/Math</i>	<i>5 points</i>	
<i>Proposal Solution Interim Assessment Science</i>	<i>5 points</i>	
Corporate Overview and Project Management		21 points
Project Execution		21 points
Total Pricing Model		24 points
<i>Pricing Summative Assessment ELA/Math</i>	<i>8 points</i>	
<i>Pricing Summative Assessment Science</i>	<i>8 points</i>	
<i>Pricing Interim Assessment ELA/Math</i>	<i>4 points</i>	
<i>Pricing Solution Interim Assessment Science</i>	<i>4 points</i>	

Overall Quality of Proposal 6 points

Total Possible Points 100 points

	A	B	C	D	E	F	G	H	I	J	K	L	Total Combined Score
AIR	78	88	87	77	89	74	83	79	88	88	77	41	79
MP	76	67	70	48	69	89	80	77	77	93	78	43	72



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/doiit

Denis Goulet
Commissioner

July 20, 2017

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with the American Institutes for Research (AIR), of Washington, DC as described below and referenced as DoIT No. 2017-073.

This is a request to enter into a contract with the American Institutes for Research, to procure a statewide, computer-based assessment system based upon New Hampshire's academic standards in English language arts (ELA), mathematics, and science. New Hampshire public K-12 schools will need to participate in the assessment in grades 3-8 & 11. The schools will then provide the NH Department of Education with aggregated results of the assessment.

The funding amount is not to exceed \$9,550,030.00, and the contract shall become effective upon Governor and Council approval through June 30, 2021.

A copy of this letter should accompany the Department of Education's 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/kaf
DoIT #2017-073

cc: Chris Hensel, IT Manager, DoIT

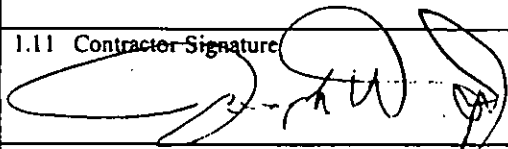
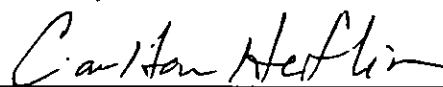
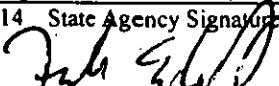
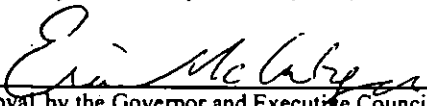
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

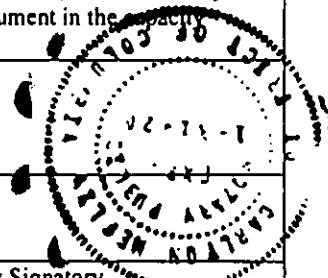
AGREEMENT

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		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Contractor Name American Institutes for Research (AIR)		1.4 Contractor Address 1000 Thomas Jefferson Street, NW Washington, DC 20007	
1.5 Contractor Phone Number 202-403-5420	1.6 Account Number 06-56-25310000-102-500731 06-56-25340000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$9,550,030.00
1.9 Contracting Officer for State Agency Frank Edelblut, Commissioner		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph Wagner, Jr., Vice President, Contracts, Grants & Procurement	
1.13 Acknowledgement: State of _____, County of _____ District of Columbia On 07/27/2017, 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 Carlton Heflin, Sr. Contract Administrator			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory Date: 8-3-17 FRANK EDELBLUT, 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: 8/9/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Department of Information Technology
Contract Cover Sheet**

Name of Agency/Division: Department of Education	
Contract Number/Name: NH Statewide Assessments: ELA, Mathematics, Science	
Contract Purpose: To contract with a qualified vendor for a statewide, computer-based assessment system based upon New Hampshire's academic standards in English language arts (ELA) and mathematics for grades 3-8, and science for grades 5, 8 & 11	
Name of Vendor: American Institutes for Research (AIR)	Who Negotiated the Contract: Commissioner Frank Edelblut
Amount of Contract: \$9,550,030.00	Funding Source: 2531 / 2534
Term of Contract: Four Years with opportunity to extend for one 3 year period.	Is this an amendment? No
Competitive Bid Process: (Explain if "No") Yes	
Background Information: The current contracts for statewide assessments for ELA, mathematics and science will expire June 30th, 2017 and the State is federally required to have an executed contract and fully tested ready for implementation State Assessment for the 2017-2018 academic school year.	
Special Concerns: Time is of the essence in the performance of a vendor's obligations under the contract. It is imperative, per federal legislation, that the NH DOE contracts with a vendor fully prepared to commence work by July 1, 2017 after full execution of the contract by the parties, and the receipt of required governmental approvals, including, but not limited to, the NH Governor and Executive Council approval ("effective date").	
Amendment History (if applicable):	
Submitted By: Sandie MacDonald	Current Date: June 27, 2016
Phone: 603-271-3453	Email: sandra.macdonald@doe.nh.gov

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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.
AIR	The Vendor and its employees, subcontracts, agents and affiliates who are providing the services agreed to under the contract.
AIRCore Test Items or AIRCore Intellectual Property	The AIR-developed and owned intellectual property, including Test Items and associated metadata and data, that the State will access and use under license during the term of the Contract. This includes all modifications, enhancements, and additions to the AIRCore item banks.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	AIR's employees, AIRs, subcontractors, or other agents who need to access the State's personal data to enable AIR to perform the services required.
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 Order	Formal documentation prepared for a proposed change in the Specifications.
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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and 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 AIR for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
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.
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. No Custom Software development is included in this Project.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
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 – Students cannot test or Deliverables or Services –are missing significant portions of information or unintelligible to State or were otherwise inadequate and require

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	re-performance of the Service. Class B Deficiency – –Although almost all students can test and reports are available, issues impact a few students or Deliverables or Services require minimal, cosmetic, preferential or low priority changes or minor reworking.
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, but expressly excludes any and all computer programs and documentation relating thereto (“Software”) or AIRCore Test Items, metadata, and data. Under no circumstances shall any Software or AIRCore Intellectual Property be deemed a deliverable or work for hire under this Contract.
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	Certification that guarantees the unaltered state of a file, also known as “code signing.”
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.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
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.

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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 AIR 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-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
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 System, is available for use by the State in its daily operations.
Operational	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

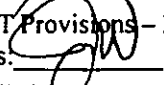
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	conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
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.
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
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.

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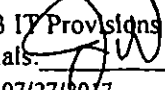
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Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data AIR believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of AIR. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and AIR that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All Software used by the Vendor to provide the Services under the Contract.
Software-as-a-Service (SaaS)	The use of Software by AIR and the State to deliver the Services and produce Deliverables.
Software Deliverables	None are include in this contract.
Software License	AIR hereby grants to the State a nonexclusive, royalty-free, license to access and use all AIR-proprietary Software Items during the Contract as required for AIR to provide the Deliverables and Services herein.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract 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 provisions 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

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	as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Education 101 Pleasant Street 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 RSA Chapter 91-A.
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, AIR's hardware or exists in any system owned, maintained or otherwise controlled by the State or by AIR.
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 Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for 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. This definition specifically excludes relatively standard commercial services and supplies such as but not limited to printing, reproduction, shipping (UPS and Federal Express), conference calls, temporary agencies to pay temporary scorers and other temporary employees, independent consultants, computers, and office supplies.
System	The array of hardware/software-based services provided by AIR necessary to deliver the Services. The System is the sum of the services, developments, contractor intellectual property, software, COTS software, hardware and interfaces/documentation described

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	in the scope of work that comprise the system the contractor will deliver configure, and extensions,implement; all integrated and functioning together in accordance with the Specifications. of this Contract
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.
AIRCore Test Item License	AIR hereby grants to the State a nonexclusive, royalty-free, license to access and use AIR-proprietary AIRCore Test Items and related metadata and data during the Contract as required for AIR to provide the Deliverables and Services herein.
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 AIR 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

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	design before it is handed off to the technical team for development.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm EST, 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 RFP. 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.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Education ("State"), and American Institutes for Research, a Non-Profit, Washington, DC Corporation, ("AIR"), having its principal place of business at 1000 Thomas Jefferson Street, NW, Washington, DC 20007-3835.

The New Hampshire Department of Education (NH DOE), seeks to contract with a vendor, experienced in statewide student assessments and assessment systems, with the capacity to deliver machine-scored online summative, formative and interim assessments. The NH DOE seeks to procure such an assessment, assessment system and associated support services for a computer-based summative (with paper-based option) and interim assessment system that is substantially aligned with New Hampshire academic standards in English Language Arts (ELA) and mathematics in grades 3-8 and science in grades 5, 8 and 11. The assessment system shall include:

- AIR reporting capabilities to allow easy and timely access to results at various reporting levels from statewide down to the individual student/parent;
- ELA (to also include a machine-scored writing component) and mathematics to be administered annually in grades 3-8, and in science to be administered annually in grades 5, 8, and 11;
- Interim assessment results may be aggregated and used in lieu of summative assessments, if permitted under ESSA; and
- A paper-based assessment option for special circumstances.

The assessment and assessment system must be developmentally appropriate for students and follow the Standards for Educational and Psychological Testing by the American Educational Research Association, the American Psychological Association and the National Council on Measurement in Education. The system must also align to the requirements set forth in New Hampshire state law (RSA 193:C) and the Every Student Succeeds Act (ESSA) and corresponding United States Department of Education (US ED) regulations. Further, the assessments must meet the requirements of the US ED Peer Review Guidelines.

RECITALS

Whereas the State desires to have American Institutes for Research (AIR) provide an assessment, assessment system and associated support services for a computer-based summative (with paper-based option) and interim assessment system that is substantially aligned with New Hampshire academic standards in English Language Arts (ELA) and mathematics in grades 3-8 and science in grades 5, 8 and 11., and associated services for the State.

Whereas AIR wishes to provide a computer-based summative (with paper-based option) and interim assessment system that is substantially aligned with New Hampshire academic standards in English Language Arts (ELA) and mathematics in grades 3-8 and science in grades 5, 8 and 11., and associated services for the State.

The parties therefore agree as follows:

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1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2017-073) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price 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 Agreement
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments

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. State of New Hampshire, Department of Education Contract Agreement 2017-073 including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Education RFP 2017-073.
- c. Vendor Proposal Response to RFP 2017-073 dated April 26, 2017.

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 June 30, 2021. The Term may be extended for one (1) additional period of three (3) years up to June 30, 2024, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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American Institutes for Research (AIR) shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of American Institutes for Research's obligations under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE 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. AIR shall not be responsible for any delay, act, or omission of such other vendors, except that AIR 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 AIR.

4. CONTRACT MANAGEMENT

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

4.1 AIR'S CONTRACT MANAGER

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

Michael Casey, J.D. Contracts Officer
1000 Thomas Jefferson St. NW
Washington, DC 20007-3835
202-403-5420
MCasey@air.org

4.2 AIR'S PROJECT MANAGER

4.2.1 Contract Project Manager

AIR shall assign a Project Manager who meets the requirements of the Contract. AIR'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 AIR's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of


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AIR'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 AIR's 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 AIR's representative for all administrative and management matters. AIR's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. AIR'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. AIR's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3 AIR shall not change its assignment of AIR's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of AIR's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of AIR's 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. AIR shall assign a replacement of AIR's Project Manager within ten (10) business days of the departure of the prior AIR's Project Manager, and AIR shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim 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 AIR in default and pursue its remedies at law and in equity, if AIR fails to assign an AIR Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 AIR Project Manager is:
Tom Glorfield
Senior Program Manager | Assessment
American Institutes for Research
tglorfield@air.org
319-594-5329 (mobile)
319-354-0324 (office)

4.3 AIR KEY PROJECT STAFF

- 4.3.1 AIR 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.2: *System*

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Requirements and Deliverables-Vendor Response Checklist. The State may conduct reference and background checks on AIR's Key Project Staff. The State reserves the right to require removal or reassignment of AIR'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 AIR shall not change any of AIR's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of AIR's Key Project Staff will not be unreasonably withheld. The replacement of AIR's Key Project Staff shall have comparable or greater skills than of AIR's 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 AIR in default and to pursue its remedies at law and in equity, if AIR fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with AIR's replacement Project staff.

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

AIR's Key Project Staff:

Key Member(s)

Ahmet Turhan

Sonja Hubbard

Margaret Won

Title

Lead Psychometrician

Technology Consultant

Scoring and Reporting Lead

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:

Sandie MacDonald
NH Department of Education Bureau Administrator
101 Pleasant Street
Concord, NH 03301
603-271-3453
Email: saundra.macdonald@doe.nh.gov

4.5 STATE PROJECT MANAGER

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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 AIRs;
- 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:

Julie Couch
NH Department of Education Assessment Administrator
101 Pleasant Street
Concord, NH 03301
603-271-0058
Email: Julie.couch@doe.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

AIR conducts background checks when individuals join the organization as part of its hiring process. Consistent with federal anti-discrimination laws, AIR does not employ individuals in particular positions who have a criminal record which is deemed to disqualify them from such positions. AIR will not assign employees it knows to have had felony or serious misdemeanors convictions to work on this State of New Hampshire contract. AIR will notify the State of New Hampshire if it learns of subsequent criminal convictions by employees working on this Contract. AIR will honor any request by the State of New Hampshire to exclude particular individuals from working on the contract based upon criminal convictions.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and AIR Key Project Staff. AIR has no objection to the State conducting criminal history and/or other background checks on these individuals or any other managerial and supervisory personnel who will be involved in the performance of the contract. While AIR conducts background checks when individuals join the organization, it lacks the authority to independently authorize these checks by third parties; however, AIR will request authorization from any individuals that the State of New Hampshire would like to investigate. 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.

5. DELIVERABLES

5.1 AIR RESPONSIBILITIES

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AIR 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.

AIR may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. AIR must submit all information and documentation relating to the subcontractor, including terms and conditions consistent with this Contract. The State will consider AIR 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

AIR 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*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from AIR 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 AIR in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of AIR's written Certification. If the State rejects the Deliverable, the State shall notify AIR of the nature and class of the Deficiency and AIR shall correct the Deficiency within the period identified in the Work Plan. If no period for AIR's correction of the Deliverable is identified, AIR 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 AIR of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If AIR fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require AIR to continue until the Deficiency is corrected, or immediately terminate the Contract, declare AIR in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW 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*.

6. SOFTWARE

AIR shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*.

7. SERVICES

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

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7.1 ADMINISTRATIVE SERVICES

AIR 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

AIR 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

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

7.4 TRAINING SERVICES

AIR 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

AIR 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.

7.6 WARRANTY SERVICES

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

8. WORK PLAN DELIVERABLE

AIR 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*. AIR 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 AIR from liability to the State for damages resulting from AIR's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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In the event of any delay in the Schedule, AIR must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of AIR 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 AIR 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 AIR'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 (5) business days of AIR's receipt of a Change Order, AIR shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

AIR 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 AIR'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 AIR to the State, and the State acceptance of AIR'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, and in AIRCore Test Items and AIRCore Intellectual Property, shall remain with AIR.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated

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Documentation including any and all performance enhancing operational plans and the Vendors' special utilities.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any AIRCore Test Items/AIRCore Intellectual Property, metadata, and data enhancements or modifications developed in connection with performance of obligations under the Contract.

In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. AIR shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 AIR'S MATERIALS

Subject to the provisions of this Contract, AIR 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, AIR shall not distribute any products containing or disclose any State Confidential Information. AIR 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 AIR employees or third party consultants engaged by AIR.

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 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 <NH.GOV, etc.>, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title

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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 CUSTOM SOFTWARE SOURCE CODE

No Custom Software is being developed under this Contract.

10.6 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, AIR 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*). AIR 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 AIR's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

AIR shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to AIR 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 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. AIR shall immediately notify the State if any request, subpoena or other legal process is served upon AIR regarding the State Confidential Information, and AIR 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.

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In the event of the unauthorized release of State Confidential Information, AIR 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 AIR CONFIDENTIAL INFORMATION

Insofar as AIR seeks to maintain the confidentiality of its confidential or proprietary information, AIR must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that AIR considers the Software and Documentation and the AIRCore Test Items/AIRCore Intellectual Property to be Confidential Information. AIR 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 AIR as confidential, the State shall notify AIR and specify the date the State will be releasing the requested information. At the request of the State, AIR shall cooperate and assist the State with the collection and review of AIR's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be AIR's sole responsibility and at AIR's sole expense. If AIR 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 AIR, without any liability to AIR.

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 AIR shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 AIR

Subject to applicable laws and regulations, in no event shall AIR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed \$9,550,030.00 two times (2X) as follows: liability shall not exceed \$5,100,876 for any and all liability arising during the period from award through June 30, 2018; \$4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; \$4,492,756 for any and all liability arising during the period July 1, 2019-June 30, 2020; \$4,516,756 for any and all liability arising during the period July 1, 2020-June 30, 2021.

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Notwithstanding the foregoing, this limitation of liability shall not apply to AIR'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 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of AIR 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

13.1.1 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 AIR 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 AIR fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving AIR 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 AIR 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 AIR during the period from the date of such notice until such time as the State determines that AIR has cured the Event of Default shall never be paid to AIR.
- 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;

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- 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 AIR 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.

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

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to AIR. In the event of a termination for convenience, the State shall pay AIR 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.

13.2.2 During the thirty (30) day period, AIR 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.

13.3 TERMINATION FOR CONFLICT OF INTEREST

13.3.1 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 AIR did not know, or reasonably did not know, of the conflict of interest.

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

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13.4 TERMINATION PROCEDURE

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

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

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. 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;
- d. 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 AIR and in which the State has an interest;
- e. During any period of service suspension, AIR shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, AIR shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

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2. After such period, AIR shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- f. 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
- g. AIR shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data.
- h. AIR shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institutes of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that AIR has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 AIR 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.

15.2 AIR 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 AIR of any of its obligations under the Contract nor affect any remedies available to the State against AIR that may arise from any event of default of the provisions of the contract. The State shall consider AIR to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

16 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	AIR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days
First	Heather Hayes Vice President	Sandie MacDonald Administrator	10 Business Days
Second	John Cohen President	Heather Gage Director	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.

17 SAAS GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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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"), AIR 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 AIR access or attempt to access any information without having the express authority to do so.
- c. That at no time shall AIR access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- 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 AIR 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 AIR. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if AIR 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.

17.2 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." AIR understand and agree that use of email shall follow State standard policy (available upon request).

17.3 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).

17.4 REGULATORY GOVERNMENT APPROVALS

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



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17.5 INSURANCE CERTIFICATE

The 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.

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 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 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

Neither AIR 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 AIR's inability to hire or provide personnel needed for AIR's performance under the Contract.

17.10 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 AIR:
AMERICAN INSTITUTES OF RESEARCH
1000 THOMAS JEFFERSON ST. NW
WASHINGTON, DC 20007-3835
TEL: (202) 403-5303

TO STATE:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ATTN: JULIE COUCH
101 PLEASANT STREET

CONCORD, NH
TEL: (603) 271-3493

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17.11 DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of AIR to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, AIR shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. AIR shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures AIR applies to its own personal data and non-public data of similar kind.
- b. All data obtained by AIR in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, AIR is responsible for encryption of the personal data.
- c. Unless otherwise stipulated, AIR shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to AIR. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the AIR or any party related to AIR for subsequent use in any transaction that does not include the State.
- e. AIR shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

17.12 DATA LOCATION

AIR shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. AIR shall not allow its personnel or AIRs to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. AIR shall permit its personnel and AIRs to access State data remotely only as required to provide technical support. AIR may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

17.13 SECURITY INCIDENT OR DATA BREACH NOTIFICATION

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AIR shall inform the State of any security incident or data breach in accordance with NH RSA 359-C:20.

- a. Incident Response: AIR may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of AIR communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: AIR shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.
- c. Breach Reporting Requirements: If AIR has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, AIR shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.14 BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of AIR.

- a. AIR, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. AIR, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. AIR shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of AIR's breach of its contract obligation to encrypt personal data or otherwise prevent its release, AIR shall bear the costs associated with:
 - (1) the investigation and resolution of the data breach;
 - (2) notifications to individuals, regulators or others required by State law;
 - (3) a credit monitoring service required by State (or federal) law;
 - (4) a website or a toll-free number and call center for affected individuals

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required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institutes¹⁷ at the time of the data breach; and

- (5) complete all corrective actions as reasonably determined by AIR based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

d. In the event of a data breach, AIR will contact the DOE Division Director.

17.15 NOTIFICATION OF LEGAL REQUESTS

AIR shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. AIR shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16 ACCESS TO SECURITY LOGS AND REPORTS

AIR shall provide reports to the State in a format as agreed to by both AIR and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

17.17 CONTRACT AUDIT

AIR shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

17.18 DATA CENTER AUDIT

AIR shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. AIR may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19 ADVANCE NOTICE

AIR shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20 SECURITY

AIR shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and AIR. For example: virus checking and port sniffing — the State and AIR shall understand each other's roles and responsibilities.

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17.21 NON-DISCLOSURE AND SEPARATION OF DUTIES

AIR shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22 IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from AIR. This includes the ability for the State to import or export data to/from other service providers.

17.23 RESPONSIBILITIES AND UPTIME GUARANTEE

AIR shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of AIR. The system shall be available during all testing windows (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24 RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that AIR remove from interaction with State any AIR representative who the State believes is detrimental to its working relationship with AIR. The State shall provide AIR with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, AIR shall immediately remove such individual. AIR shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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a. Problem Statement - The current contracts for statewide assessments for ELA, mathematics and science expired June 30th, 2017 and the State is federally required to have an executed contract and fully developed assessment ready for implementation State Assessment for the 2017-2018 academic school year.

b. Goals - To contract with a qualified vendor for a statewide, computer-based assessment system based upon New Hampshire's academic standards in English language arts (ELA) and mathematics for grades 3-8, and science for grades 5, 8 & 11.

The primary goals of the NH DOE with respect to assessment delivery include ensuring that all assessments measure student mastery of academic standards and achievement of expected growth; all assessments yield informative and accessible data; vendors provide a smooth transition to any new assessment system; and that this is done in a responsible cost-effective manner through:

- Efficiency and effectiveness relative to time and costs;
- Quality, consistency, and accessibility of information available to state managers, school and district leaders, and student families;
- Reporting features that support local teachers and parents; and
- Accessibility to all students.

c. Project Overview- AIR will deliver machine-scored online summative, formative and interim assessments. This assessment system shall include:

- Reporting capabilities to allow easy and timely access to results at various reporting levels from statewide down to the individual student/parent;
- ELA (to also include a machine-scored writing component) and mathematics to be administered annually in grades 3-8, and in science to be administered annually in grades 5, 8, and 11;
- Interim assessment results may be aggregated and used in lieu of summative assessments, if permitted under ESSA; and
- A paper-based assessment option for special circumstances.

The assessments and assessment system are developmentally appropriate for students and follow the Standards for Educational and Psychological Testing by the American Educational Research Association, the American Psychological Association and the National Council on Measurement in Education. The systems aligns to the requirements set forth in New Hampshire state law (RSA 193:C) and the Every Student Succeeds Act (ESSA) and corresponding United States Department of Education (US ED) regulations. Further, the assessments will meet the requirements of the US ED Peer Review Guidelines.

d. Statement of Work - The *Scope of Work* should be applied to each Assessment Component bid on:

- A. Summative Assessments in ELA and Mathematics. The English language arts (to include AI scored writing component) and mathematics assessments will be administered annually in grades 3-8.

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- B. Summative Assessments: Science. Science assessments will be administered annually in grades 5, 8, and 11.
- C. Interim Assessments: ELA and Mathematics. These online assessments are to be made available for local district use *at least* in the same grades included in the summative assessments described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.
- D. Interim Assessments: Science. These online assessments are to be made available for local district use *at least* in the same grades included in the summative assessment described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.
- E. Reporting Portal. The reporting portal must be capable of being upgraded across time. Initially, the system must be able to organize and present assessment data in a way that is easy for all users to read and understand. The Reporting Portal should allow for differentiated access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. Assessment results must be able to be provided to parents, among others, in a timely fashion, either on line or by printed report.

AIR will be responsible for the development or procurement of all items included on the components of the NH statewide summative and interim assessments for ELA, mathematics, and science.

AIR will support inclusiveness and to ensure that the assessments are designed to be accessible to all students.

- Each Assessment Component will include a variety of items, types, including multiple choice, constructed response, writing, technology enhanced and performance tasks.
- Assessments will be online technology-based, although some students that require accommodations may require paper and pencil versions.
- The online assessments will work with a variety of devices, such as PCs, Macs, iPads, Chromebooks, and Windows tablets and using a variety of browser products, if necessary.
- Each assessment component includes a reporting portal.

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- Results from the assessments will be used for school accountability and federal and state reporting requirements.
- Score reports will be customizable for districts, schools, teachers, parents and other audiences.
- AIR will be flexible and accommodating in order to meet all NH requirements and timelines.

Some of the tasks listed in the following section recur throughout the life of the contract (e.g., item development, passage selection, item analysis, technical manuals). AIR understands the *Scope of Work* outlined in the RFP and is able to meet the requirements through the potential life of the contract, including any extensions.

Assessment components are ready for use in the 2017-2018 school year, include appropriate representations of the New Hampshire's grade level academic standards for ELA, mathematics and science. (NH RSA 193-C:3 III) and are able to be updated for any changes to standards and meet all requirements as specified in the RFP.

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist (Table C-2 General Requirements Vendor Response Checklist). Table C-2 is included as an attachment to this RFP.

C-3 DELIVERABLES

Vendors shall complete the response checklist below: Table C-3 *Deliverables Vendor Response Checklist*. This table aligns to the completed pricing worksheets provided by the vendor.

Table C-3 Deliverables Vendor Response Checklist

	Activity, Deliverable or Milestone	Deliverable Type
1	Conduct Project Kickoff Meeting	Non-Software
2	Project Status Reports	Written
3	Work Plan	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Requirements Traceability Matrix	Written

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8	Software Configuration Plan	Written
9	Systems Interface Plan and Design/Capability	Written
10	Testing Plan	Written
11	Deployment and Roll-out Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
14	Business Continuity Plan	Written
15	Documentation of Operational Procedures	Written
16	Provide Software Licenses, if needed	Written
17	Provide Fully Tested Data	Software
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
19	Conduct Integration Testing	Non-Software
20	Conduct User Acceptance Testing	Non-Software
21	Perform Production Tests	Non-Software
22	Test In-Bound and Out-Bound Interfaces	Software
23	Conduct System Performance (Load/Stress) Testing	Non-Software
24	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning	Non-Software
25	Converted Data Loaded into Production Environment	Software
26	Provide Tools for Backup and Recovery of all Applications and Data	Software
27	Conduct Training	Non-Software
28	Cutover to New Software	Non-Software
29	NA	
30	Provide Documentation	Written
31	Execute Security Plan	Non-Software
32	Ongoing Hosting Support	Non-Software

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33	Ongoing Support & Maintenance	Software
34	Item Banks and Configuration for Testing (UAT)	Non-Software
35	Test Administration	Non-Software
36	Test Scoring	Non-Software
37	Student Data File	Non-Software
38	Online Reporting System	Non-Software
39	Deliver Individual Student Reports (ISR)	Non-Software
40	TAC Meeting (2)	Non-Software
41	Technical Report	Non-Software
42	Conduct Project Exit Meeting	Non-Software
43	Test Design	Non-Software
44	Summative Test Construction	Non-Software
45	Interim Form Construction	Non-Software
46	Practice Tests	Non-Software
47	Bias/Sensitivity Committee Review	Non-Software
48	Content Review	Non-Software
49	Standard Setting	Non-Software
50	Standards Revision/Performance Level Descriptors incl. Meeting	Non-Software

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e. General Project Assumptions

1. AIR 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 AIR's 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, AIR shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. AIR 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. AIR 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.
5. 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.

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

See Appendix A

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract for the period between the Effective Date through June 30, 2021. AIR shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow AIR to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Appendix B - F.1 Worksheet

1.2 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet. Appendix C - Table F 1.3

1.3 SAAS Services Pricing Worksheet

SAAS costs are included in the prices in Appendix B, Table F-1

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 the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). Annual payments shall not exceed those specified in Appendix B of this document. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to AIR for all fees and expenses.

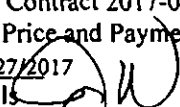
The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

AIR 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. AIR 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.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within sixty (60) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

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Exhibit B - Price and Payment Schedule - Part 3
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Sandie MacDonald
Bureau of Instructional Support and Student Assessment
New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:



American Institutes for Research in the Behavioral Sciences
P.O. Box 28126
New York, NY 10087-8126

Handwritten initials, possibly 'AW', in the right margin.

5. OVERPAYMENTS TO THE CONTRACTOR

AIR 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 AIR's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the first year annual fee for a period of 60 days after first productive use of the System.

8. END OF SERVICES TRANSITION


The end of services transition plan includes all costs associated with scoring, score reporting, and delivery of data for the final administration of the AIR NH Assessments. Transitions plans specified in RFP Topic 45.

9. SPECIAL PROVISIONS FOR PRICING

See Appendix E

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SPECIAL PROVISIONS**

There are no changes to the terms outlined in the P37 General Provisions.

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PART 3 EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

AIR must assume all reasonable travel and related expenses. All labor rates will be "fully loaded" (fully inclusive), including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. See Appendix B

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 AIR 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 AIR to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

AIR 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, AIR 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

AIR 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*.

AIR 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. AIR 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.

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

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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. AIR 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 AIR'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

AIR 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 AIR shall maintain records pertaining to the Services and all other costs and expenditures.

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

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

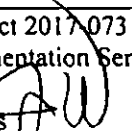
- a. **Introductory Meeting:** Participants will include AIR's Key Project Staff and State Project leaders from both Department of Education and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and AIR's 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, AIR's Project Manager and the State Project Manager. These meetings will be conducted weekly and address overall Project status and any additional topics needed to remain on schedule and within budget.

AIR will host the weekly program update meetings, which will be led by the project manager, to discuss the week's progress and to identify upcoming deadlines and possible challenges. The weekly project status report, distributed in advance of the meeting, will provide the basis for much of the discussion, and it will be updated after the meeting as needed. During peak intervals in the project schedule, AIR will host the meetings more frequently if necessary.

- d. **The Work Plan:** will be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis.
- 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 AIR 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 AIR 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 AIR's responsibility.

AIR's Project Manager or AIR's 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. AIR'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. AIR shall produce Project status reports, which shall contain, at a minimum, the following:

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Exhibit E - Implementation Services - Part 3
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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

As reasonably requested by the State, AIR shall provide the State with information or reports regarding the Project. AIR 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

AIR shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

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

AIR's 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.

AIR 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.

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. 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 Work Plan.

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IMPLEMENTATION SERVICES

2.3 Change Management and Training

AIR'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.

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PART 3 - EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

AIR shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. AIR will also provide training as necessary to the State staff responsible for test activities. AIR shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, AIR shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. AIR shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

AIR shall provide the State with an overall Test Plan that will guide all testing. AIR provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon AIR's Project Manager's Certification, in writing, that AIR's own staff has successfully executed all prerequisite AIR's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from AIR that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an

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environment independent from AIR's development environment. AIR must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

AIR must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 System Integration Testing (Not Applicable)

There is no integration to DOE legacy systems.

1.3 Conversion Validation Testing (Not Applicable)

There will be no AIR data conversions.

1.4 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.5 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

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Activity Description:	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Acceptance Test Plan:	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
Acceptance Test Execution:	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with AIR in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Deliverable Description:	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.6 Performance Tuning and Stress Testing

AIR shall develop and document hardware and Software configuration and tuning of AIR infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.7 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.1 Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction.

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During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.2 Tuning

Tuning will be AIR led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8 Regression Testing

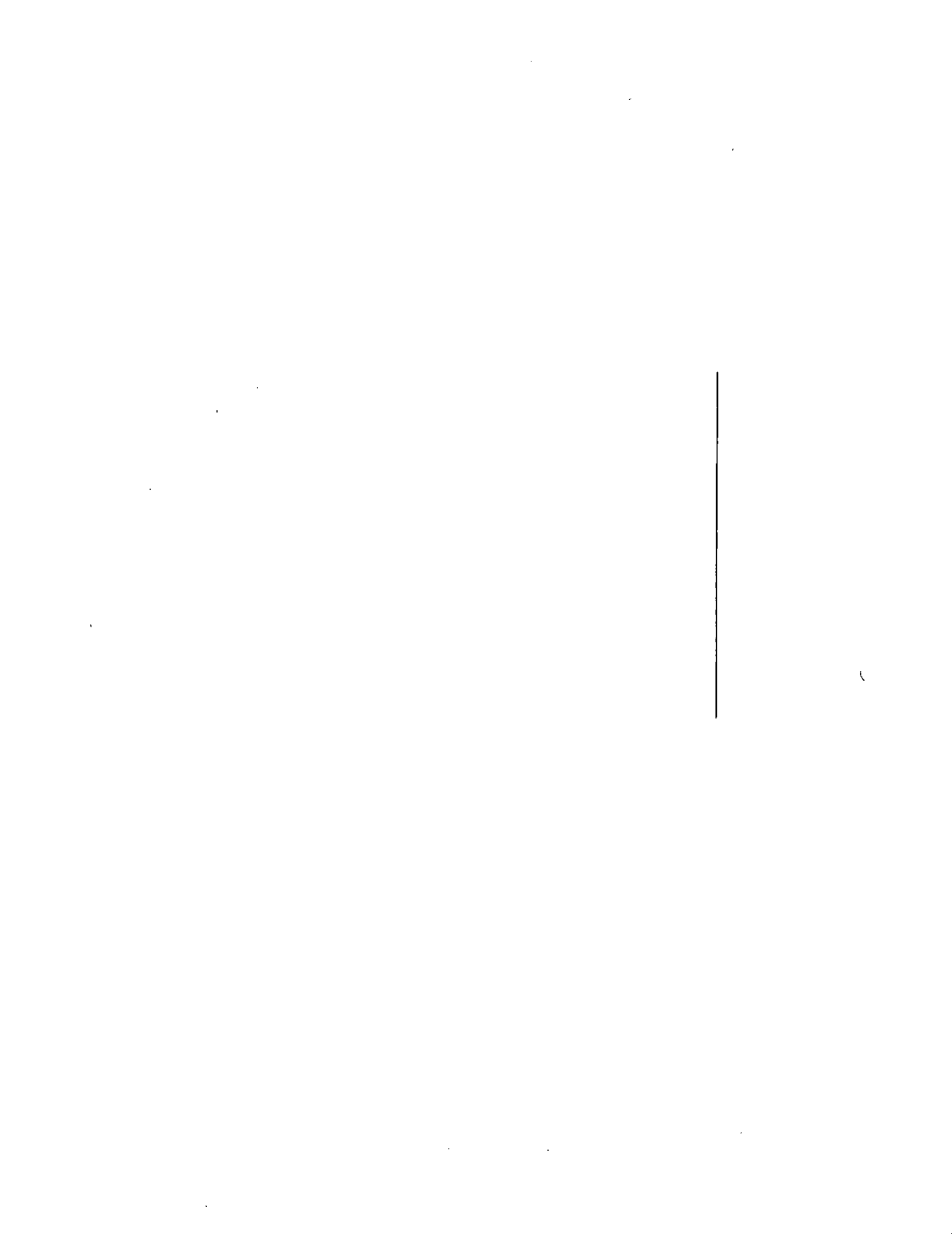
As a result, of the user testing activities, problems will be identified that require correction. The State will notify AIR of the nature of the testing failures in writing. AIR will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

In designing and conducting such regression testing, AIR will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, AIR will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

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. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests and application vulnerability scanning.



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Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.

Prior to the System being moved into production AIR shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Penetration Testing (Non-PCI Environment)

AIR shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that AIR has this testing performed annually by a qualified third-party vendor at least annually, and after every major release.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

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

1.1 AIR's Responsibility

AIR shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

AIR 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.

1.1.2 Standard Agreement

The State will adopt AIR's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

2. SYSTEM SUPPORT

2.1 AIR will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein. A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

2.1.1 Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service.

2.1.2 Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service.

2.1.3 Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.

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- 2.2 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:
- 2.2.1. **Class A Deficiencies** –AIR shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 5:00 pm EST) with an email/telephone-response within two (2) hours of request, or AIR shall provide support with remote diagnostic Services within four (4) business hours of a request;
- 2.2.2. **Class B & C Deficiencies** – The Department shall notify AIR of such Deficiencies during regular business hours and AIR shall respond back within two (2) hours of notification of planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 AIR shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H Requirements, Attachment 2.
- 3.2 AIR shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.
- 3.3 For all maintenance Service calls, AIR shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.
- 3.4 AIR must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 3.5 If AIR fails to correct a Deficiency within the allotted period of time stated above, AIR shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return AIR's product and receive a refund for all amounts paid to AIR, including but not limited to, applicable license fees, within ninety (90) days of notification to AIR of the State's refund request
- 3.6 If AIR fails to correct a Deficiency within the allotted period of time stated above, AIR shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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REQUIREMENTS**

Attachment 2: Project Requirements is hereby incorporated within.



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PART 3 - EXHIBIT I
WORK PLAN

AIR's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 10 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 AIR's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of AIR and State Project Managers.

The preliminary Work Plan for Implementation created by AIR and the State is set forth in Appendix A. AIR and the State will mutually agree on revised dates based on the actual award date of the contract.

In conjunction with AIR's Project Management methodology, which shall be used to manage the Project's life cycle, AIR 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 AIR's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with AIR's Work Plan and shall utilize a software solution to support the ongoing management of the Project.

1. ASSUMPTIONS

1.1 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.
- AIR shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2. 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.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. AIR's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for AIR and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

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

1.3 Conversions (Not Applicable)

1.4 Project Schedule

- Deployment is planned to begin on 10/6/2017 with a planned go-live date of 11/7/2017. Dates may be adjusted based on completion of deliverables of the work plans.

1.5 Reporting

- AIR shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and documentation.

1.6 User Training

- AIR 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.

1.7 Performance and Security Testing

- AIR shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with AIR on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

2.1 AIR Team Roles and Responsibilities

2.1.1 AIR Team Project Executive

AIR's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the AIR Team Project Manager and the State's Project leadership on the best practices for implementing the AIR 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.

2.1.2 AIR Project Manager

The AIR 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 AIR Implementation Team. The AIR Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;

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- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the AIR Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the AIR Team members;
- Provide weekly 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.
- Manage handoff to the AIR operational staff;
- Manage Transition Services as needed.

2.1.3 AIR Analysis Team

The AIR Team shall conduct analysis of requirements, validate the AIR Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, and interfaces;
- Assist the State in the testing of extensions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

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2.1.4 AIR Task Team

The AIR team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of interfaces developed; and
- System Integration Testing.

2.2 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.

2.2.1 State Project Manager

The State Project Manager shall work side-by-side with the AIR Project Manager. The role of the State Project Manager is to manage State resources, 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 and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Collaborate with AIR to conduct a kick-off meeting;
- Assist the AIR 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 AIR Project Manager of any urgent issues if and when they arise; and

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- Assist the AIR team staff to obtain requested information if and when required to perform certain project tasks.
- Manage handoff to State operational staff;
- Manage State staff during transition services as needed.

2.2.2 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 AIR Software Solution and the business processes the application supports.

2.2.3 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 the AIR 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 in partnership with AIR and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is an AIR Deliverable and it will be expected that AIR will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

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2.2.4 State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION (Not Applicable)

4. CONVERSIONS (Not Applicable)

5. INTERFACES (Not Applicable)

6. APPLICATION MODIFICATION (Not Applicable)

7. PRELIMINARY WORK PLAN

See Appendix A

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

1. LICENSE GRANT

Software License. AIR hereby grants to the State a nonexclusive, royalty-free, license to access and use all AIR-proprietary Software Items during the Contract as required for AIR to provide the Deliverables and Services herein.

Test Item License. AIR hereby grants to the State a nonexclusive, royalty-free, license to access and use AIR-proprietary AIRCore Test Items and related metadata and data during the Contract as required for AIR to provide the Deliverables and Services herein. State hereby grants AIR a nonexclusive, royalty-free, license to use de-identified New Hampshire student response data associated with AIRCore Test Items.

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE**

1. WARRANTIES

1.1 System

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

1.2 Software

AIR 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 Software warranty, the State's remedy, and AIR's entire liability, shall be:

- the correction of program errors that cause breach of the warranty, or if the AIR cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to AIR for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- the re-performance of the deficient Services, or
- if AIR cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to AIR for the deficient Services.

1.3 Non-Infringement

AIR 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

AIR 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

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

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WARRANTY & WARRANTY SERVICE**

1.6 Services

AIR 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.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect indefinitely.

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PART 3 EXHIBIT L
TRAINING SERVICES**

AIR shall provide the following Training Services.

1. TRAINING PLAN

The Department, together with AIR, will determine all training topics, the audience, frequency, and mode of delivery for the training sessions. Existing AIR systems training modules will provide the foundation for training along with other training materials as required by the Department. The training plan includes four half-day regional trainings plus a series of webinars, presentations, and self-paced tutorials on each of our online systems to support the regional trainings and annual assessment administrations. The web-based trainings are available to users at any time on the administrative portal and will serve as stand-alone trainings for each year of the contract. AIR's training materials are designed to teach both sophisticated technology users and users new to the systems their roles and responsibilities in context of the new online systems. While sophisticated users may not need instruction on all steps of a specific function and can progress to the point in the training they find useful, new system users typically find it useful to have instruction at a very detailed level.

Exhibit L1.1: Proposed Presentations and Formats for Annual Trainings

Training Phase I: Preparing for Online Testing		
Presentation Title and Primary Audience	Proposed Training Topics	Proposed Training Formats
User Roles — Teachers, Test Administrators, School Test Coordinators, District Test Coordinators, District/School Technology Coordinators	User roles: Who does what and in which system?	1. User role chart 2. Included as a component of each webinar and onsite trainings (also summarized in each user guide and manual produced with the Department)
Technology Requirements for Online Testing — District/School Technology Coordinators	Steps for secure browser installation and minimum hardware requirements.	1. Webinar presentation 2. Instructions on administrative portal

Exhibit L1.2: Proposed Presentations and Formats for Annual Trainings (continued)

Training Phase I: Preparing for Online Testing		
Presentation Title and Primary Audience	Proposed Training Topics	Proposed Training Formats

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Training Phase I: Preparing for Online Testing		
Presentation Title and Primary Audience	Proposed Training Topics	Proposed Training Formats
TIDE: Registering Users and Modifying Student Settings — Teachers, Test Administrators, School Test Coordinators, District Test Coordinators	Learn how to register users in the Test Information Distribution Engine (TIDE), update student test settings and restrictions.	1. Webinar presentation 2. On-site training 3. Online training module
Training Phase II: Administering Online Tests		
Online Test Administrator Certification Course: — Test Administrators	Learn how to use the new online testing system, set up a test session, manage and monitor testing, assist students with online tools, and understand accessibility and accommodations. Certification earned only through passing mandatory quiz.	1. Online Test Administration Certification course
Online Practice Tests — Test Administrators, Teachers	Practice setting up, pausing, resuming, and ending live test sessions and setting accommodations using the same functionality as the operational test administrator site.	1. Online practice tests
Online Practice Tests — Students, Parents, Teachers	Practice signing in to a live test session using the same functionality as the operational student testing site, including using text-to-speech, zoom, highlighter, and strike-through, and answering all item types.	1. Online practice tests
How to Start and Monitor Online Testing and Modify Test Settings — Test Administrators, Teachers	Learn how to set up a test session, modify test settings, and monitor participation in multi-opportunity testing. Additionally, learn how to reset and invalidate tests.	1. Webinar presentation (recorded) 2. On-site training 3. Online training module
Training Phase III: Post-Testing		
How to Use the AIRWays Reporting System — Teachers, School Test Coordinators, District Test Coordinators How to Use the Online Reporting System (ORS) — Teachers, School Test Coordinators, District Test Coordinators	Learn how to access student scores, create class rosters, and drill down from district and school results.	1. Webinar presentation (recorded) 2. On-site training 3. Online training module

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2. A detailed description of proposed training presentations and materials provided below:
- 2.1 **User Role Chart.** This reference document indicates, at a glance, the access each user role is permitted in each online system. System access for each user role will be reviewed in each webinar, as appropriate. The user role chart will be posted on the administrative portal and will be available in the manuals and form part of the online, self-guided tutorials as determined in collaboration with the Department.
 - 2.2 **Technology Requirements for Online Testing.** This training includes information for school and district network administrators, provides guidelines for varied technical setups, and technical support available at the schools. Technical setups include multiple secure browser installation methods such as manual installation on individual machines, installation on machines through a network, access from a shared network drive, and thin-client setup. Minimum hardware requirements will also be reviewed in detail. The recorded webinar will be posted to the administrative portal for ease of access.
 - 2.3 **TIDE: Registering Users and Modifying Student Settings.** This training includes instructions on how to add users at the district and school level so they can access appropriate online systems, as well as how to upload students for test eligibility. The training will also cover other TIDE functionality including updating student test settings and using the test management reports. This content will be delivered in a webinar and module format as well as during the on-site trainings. The recorded webinar and training module will be posted to the administrative portal for ease of access.
 - 2.4 **Online Test Administrator Certification Course.** This self-paced course includes detailed instruction on creating and managing test sessions, monitoring student activity, setting accommodations, and implementing test security measures. The course is designed to familiarize test administrators with the Student Interface, the approval process, and the tools students will use during testing. To ensure course-takers have learned the skills necessary to proctor tests using the new online system, each user must complete the course, including a quiz, and sign a test security agreement form before being permitted to sign in to the online testing system. Users who need to refresh their memory of course content can retake the course as many times as needed. For on-site trainings and certification, the test security agreement (compliance form) will be made available on paper for test administrators to sign. The online Test Administrator Certification course will be made available on the administrative portal.
 - 2.5 **Online Practice Tests.** Online practice tests for all subject- and grade-level assessments will be available prior to the opening of the test window. Each practice test will be composed of approximately 20 items that are a subset of the blueprint for the operational test, thus providing users with exposure to all item types. The online practice test site uses the same applications as the operational test site, such as the Test Administrator Interface, the Student Interface, and the test management reports. This design ensures that students, educators, and teachers become familiar with the online testing system before operational testing begins. In addition, user guides and systems documentation will be made available when the online practice tests open, to help educators prepare their materials prior to testing. The online practice tests will be available throughout the test window. These online practice tests will be available on the administrative portal and are discussed in further detail in Topic 14 Practice Test and Student Materials.

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- 2.6 How to Start and Monitor Testing and Modify Test Settings.** This webinar training for test administrators includes the same content as the online Test Administrator Certification course but will also be delivered in a webinar and during the on-site trainings.
- 2.7 How to Use the Online Reporting System and the AIRWays Reporting System.** This webinar training teaches authorized users how to access and correctly interpret score reports in both the Online Reporting System (ORS; the reporting system for summative assessments) and AIRWays (the reporting system for interim assessments). Users learn how to view district, institution, personnel, roster, and individual student reports in table and graph format; access and use longitudinal reports for their diagnostic need; aggregate or disaggregate scores, filter score reports by student subgroup (e.g., gender, ethnicity, English language learner); and manage online rosters (groups). Users will also be trained on how to accurately interpret the information from the summative assessments provided in the ORS and from the interim assessments in AIRWays and how to draw correct inferences from the data so that educators can use the information provided in these systems to inform classroom instruction. Educators will also be trained to explain the reports and scores to parents and guardians. AIR will conduct webinar trainings on the ORS and will include this material in the on-site trainings.

Each year, AIR will collaborate closely with the Department to update the set of webinar presentations and online tutorials as needed. In the first year, we propose to focus all presentations on the basics of the program and the features of the online systems. In subsequent years, AIR proposes to focus training on the updates to each system and providing basic refresher training on each system. On a mutually agreed-upon date with the Department, a training plan and schedule will be provided.

Exhibit L2.1: Proposed Training Timeline

Training Type	Proposed Timeline
1. Four half-day regional trainings	To be determined with the Department, suggested each fall in preparation for summative assessments
2. User Role Reference Chart 3. Webinar for District Administrators 4. Webinar for Technology Coordinators	6-8 weeks before interim testing window opens
5. Online Test Administrator Certification Course	6-8 weeks before interim testing window opens
6. Online Practice Tests	6-8 weeks before interim testing window opens
7. Webinar for Test Administrators	6-8 weeks before interim testing window opens
8. Webinar on Online Reporting System and AIRWays	6-8 weeks before interim testing window opens

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3. Training for Interim Assessments

Given that the same online testing system we propose for the summative assessments will be used for the interim assessments, systems training for the interim assessments will be the same as that outlined above. With the exception of the AIRWays reporting system, the same student registration system (TIDE), TDS, ORS, and minimum hardware requirements used to deliver the summative assessments will also be used to deliver the interim assessments. Therefore, once test administrators have been trained on the summative online systems, they will be prepared to use the same online systems to access the interim assessments. We propose to conduct additional training on the AIRWays system during the reporting webinars to help ensure that educators understand how to accurately interpret the results from the interim assessments in order to inform classroom instruction. We will also provide a separate user guide for the AIRWays reporting system using the processes indicated below. Similarly, all systems documentation, user guides, webinars, and training documentation described in this section will be used to train schools and districts on the interim assessment system. In addition, guides such as the *System Requirements for Online Testing* and *Technical Specifications for Online Testing Manual*, which detail the minimum hardware requirements to access the summative and interim assessments, will also be provided. All user guides and system manuals will be posted to the administrative portal for ease of access.

4. Training Documentation: User Guides and System Documentation

AIR recognizes that easy-to-read system documentation is essential for successful training. Over the past five years, we have produced concise, effective, system-specific user guides explaining to novice and sophisticated users alike how to complete critical tasks in the TIDE, TDS, and ORS. All user guides are available in electronic format and PDF format as required. AIR will produce ADA-compliant documents as specified in the RFP. We will work closely with the Department to produce a set of user guides that include step-by-step instructions on how to use each system and how to address common issues encountered in each system. We commit to providing:

- system-specific user manuals and documentation written in clear, accessible language that include visual aids to each system in the form of screenshots describing key functions and the steps required to resolve common technical problems;
- a New Hampshire-specific accessibility and accommodations guide;
- recorded webinars for online trainings;
- a set of FAQs for educators and administrators that are housed in the administrative portal; and
- training modules for the field, as needed, to explain how to complete a specific process using a particular online system.

AIR will review and update all system documentation annually or as specified by the Department to ensure that information in the user guides is correct and up-to-date.

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5. Teacher Directions

AIR, in collaboration with the Department will develop and electronically distribute TAMs that clearly explain all procedures relative to test administration for the New Hampshire Statewide Assessments, including teacher directions.

6. Practice Tests and Student Materials

Each year, AIR will provide a practice test. AIR's TDS can deliver practice tests in two modes: *Guest Mode* for practice tests and *Secure Mode* for training tests. In Guest Mode, anyone can log on to the system anonymously and take any test offered in the system.

7. Practice Tests

Practice tests will be administered in Guest Mode. Users can experience all item types as presented in the Student Interface, including Performance Tasks. Because the tests are administered anonymously, there is no way to resume a paused test. At each sitting, users start a test anew. Anonymity also implies that users may take as many tests as they like, since the system cannot track how many have been taken. Many states enjoy the benefits of a freely, publicly available view of the assessment, which provides transparency to parents and other stakeholders. The practice environment allows students to configure their own settings. In Guest Mode, the user can select from among the available accommodations and supports at the beginning of the test.

8. Training Tests

Training tests will be administered with the same test delivery system used to administer operational tests, providing a full dress rehearsal of the operational test administration. Training tests will be delivered in Secure Mode. The training test site uses the same applications as the operational test site, such as the Test Administrator Interface, the Student Interface, and the test management reports. This design ensures that students, educators, and teachers become familiar with the online testing system before operational testing begins.

The system delivering the training tests will be the same system delivering the summative assessment, so the same set of tools, accommodations, and embedded supports are supported. When delivered in Secure Mode, the system will support the same mechanisms for assigning test settings as the summative assessment. In addition, user guides and systems documentation will be made available when the online training tests open, to help educators prepare their materials prior to testing. The training tests will be available throughout the test window.

9. Other Student Materials

In addition to the practice and training tests, students will have access to item type tutorials, demo calculators, and various training modules. These materials will be made available on the administrative portal as well as any additional materials deemed necessary by the Department to ensure that students are prepared to function within the online testing environment.

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10. Software Implementation Training

AIR's purely Internet-based system has the smallest possible technology footprint in the industry and low-end user maintenance, making it easy to set up and use. Our trainings support technology users on the minimal setup requirements they will need for test preparation and implementation.

In addition to user guides that will outline system and technology requirements and configurations, AIR can work together with the Department on developing a series of technology webinars to complement the trainings outlined in Topic 13 Training Materials. These webinars will go over requirements and specifications, along with tools, such as the Diagnostic Tool, to help users prepare for testing. AIR will work with the Department to develop any necessary training materials not described in Topic 12 User Manuals and Guides and Topic 13 Training Materials, but we think the Department will find our documentation clear and comprehensive. Any additional training may take place early in the school year to ensure technology coordinators are well-prepared.

11. Training and Professional Development

See Exhibit D1.4-3 for trainings offered and tentative timelines for their implementations. Upon award of the contract, we will determine exact dates for each training opportunity with the Department.

12. Technology Director Training

As described above, AIR will work with the Department to develop and carry out a webinar for technology directors to ensure that they are prepared for the assessments. In addition, the documentation we will provide, such as the *Secure Browser Installation Manual* and the *System Requirements for Online Testing*, will help familiarize technology directors with our systems.

13. Assessment Administration Training

The webinars and modules will show district test coordinators and test administrators how to enroll students for testing both interim and summative tests (TIDE: Registering Users and Modifying Student Settings), and how to administer the tests (How to Start and Monitor Online Testing and Modify Test Settings). Each webinar and module will be developed in collaboration with the Department through the use of storyboards and/or PowerPoint presentations. AIR will also provide a TA Certification Course (online) to users to further familiarize them with the test administration process using our systems.

14. Assessment Results Training

AIRs user guides are developed with educators in mind. As described above, AIR will provide comprehensive user guides to educators that will show them how to explore the data made available after the assessments are taken. As described in Topic 13 Training Materials, AIR will develop both AIRWays and ORS webinars that will describe the reports and data made available to educators to help them make informed instructional decisions.

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15. Online Training Support

In addition to the user guides and trainings educators will have comprehensive support from the AIR help desk. Our responsive and knowledgeable help desk is available to all users, and in fact, because of our test-monitoring processes alert system, we have contacted schools to help troubleshoot before they were even aware that they were having a problem.

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See Appendix G

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PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

AIR Proposal to the New Hampshire Department of Education dated April 26, 2017 is hereby incorporated by reference as fully set forth herein.

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Exhibit N – Vendor Proposal, by Reference – Part 3
Date: 07/27/2017
Contractor's Initials JW

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CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Appendix A – Deliverables, Milestones, and Activities Schedule.
- B. Appendix B – Activities/Deliverables/Milestones Pricing Worksheet
- C. Appendix C – Vendor Staff, Resource Hours and Rates Worksheet
- D. Appendix D – Software Licensing, Maintenance, and Support Pricing
- E. Appendix E – Special Provisions for Pricing
- F. Appendix F – Implementation Approach
- G. Appendix G – RFP
- H. Appendix H – Project Requirements – Attachment 2
- I. Contractor's Certificate of Good Standing
- J. Contractor's Certificate of Vote/Authority
- K. Contractor's Certificate of Insurance
- L. Vendor Proposal

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**APPENDIX A - CONTRACT DELIVERABLES
DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		New Hampshire Statewide Assessments Administration Schedule - Year 1 (2017 - 2018)		Mon 7/3/17		
2		Test Windows	235 days	Mon 8/7/17	Fri 6/29/18	
3		Interim Test Windows	144 days	Tue 11/21/17	Fri 6/8/18	
4		Interim Test Window (ELA and Math)	144 days	Tue 11/21/17	Fri 6/8/18	
5		Interim Test Window (Science)	144 days	Tue 11/21/17	Fri 6/8/18	4FF
6		Summative Test Windows	63 days	Tue 3/13/18	Thu 6/7/18	
7		Summative Test Window (ELA and Math)	63 days	Tue 3/13/18	Thu 6/7/18	
8		Summative Test Window (Science)	63 days	Tue 3/13/18	Thu 6/7/18	7FF
9		Training and Practice Tests	235 days	Mon 8/7/17	Fri 6/29/18	
10		Training Tests	235 days	Mon 8/7/17	Fri 6/29/18	
11		Practice Tests	235 days	Mon 8/7/17	Fri 6/29/18	10FF
12		In-Person Meetings	261 days	Mon 7/10/17	Mon 7/9/18	
13		Project Kickoff Meeting	2 days	Mon 7/10/17	Tue 7/11/17	
14		TAC Meeting #1	2 days	Tue 2/20/18	Wed 2/21/18	
15		Create Draft Agenda	1 day	Wed 1/10/18	Wed 1/10/18	26SS-35 days
16		Post Draft Agenda for Review	0 days	Thu 1/11/18	Thu 1/11/18	15
17		Review Draft Agenda	5 days	Thu 1/11/18	Wed 1/17/18	16
18		Apply Changes/Edits	2 days	Thu 1/18/18	Fri 1/19/18	17
19		Approve Draft Agenda	2 days	Mon 1/22/18	Tue 1/23/18	18
20		Create Meeting Materials	10 days	Wed 1/24/18	Tue 2/6/18	19
21		Post Meeting Materials for Review	0 days	Wed 2/7/18	Wed 2/7/18	20
22		Review Meeting Materials	5 days	Wed 2/7/18	Tue 2/13/18	21
23		Apply Changes/Edits	2 days	Wed 2/14/18	Thu 2/15/18	22
24		Approve Meeting Materials	5 days	Fri 2/16/18	Thu 2/22/18	23
25		Send TAC Meeting Materials	0 days	Fri 2/23/18	Fri 2/23/18	24

Project: NH Statewide Assessment Date: Fri 4/21/17	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
26	✦	Conduct TAC Meeting	2 days	Wed 2/28/18	Thu 3/1/18	
27	✦	Conduct TAC Meeting Debrief	1 day	Fri 3/2/18	Fri 3/2/18	26
28	✦	Post TAC Meeting Action Items	0 days	Mon 3/5/18	Mon 3/5/18	27
29	✦	Post TAC Meeting Notes	0 days	Mon 3/5/18	Mon 3/5/18	28
30	✦	TAC Meeting #2	2 days	Tue 6/26/18	Wed 6/27/18	
31	✦	Create Draft Agenda	1 day	Tue 5/8/18	Tue 5/8/18	42SS-35 days
32	✦	Post Draft Agenda for Review	0 days	Wed 5/9/18	Wed 5/9/18	31
33	✦	Review Draft Agenda	5 days	Wed 5/9/18	Tue 5/15/18	32
34	✦	Apply Changes/Edits	2 days	Wed 5/16/18	Thu 5/17/18	33
35	✦	Approve Draft Agenda	2 days	Fri 5/18/18	Mon 5/21/18	34
36	✦	Create Meeting Materials	10 days	Tue 5/22/18	Mon 6/4/18	35
37	✦	Post Meeting Materials for Review	0 days	Tue 6/5/18	Tue 6/5/18	36
38	✦	Review Meeting Materials	5 days	Tue 6/5/18	Mon 6/11/18	37
39	✦	Apply Changes/Edits	2 days	Tue 6/12/18	Wed 6/13/18	38
40	✦	Approve Meeting Materials	5 days	Thu 6/14/18	Wed 6/20/18	39
41	✦	Send TAC Meeting Materials	0 days	Thu 6/21/18	Thu 6/21/18	40
42	✦	Conduct TAC Meeting	2 days	Tue 6/26/18	Wed 6/27/18	
43	✦	Conduct TAC Meeting Debrief	1 day	Thu 6/28/18	Thu 6/28/18	42
44	✦	Post TAC Meeting Action Items	0 days	Fri 6/29/18	Fri 6/29/18	43
45	✦	Post TAC Meeting Notes	0 days	Fri 6/29/18	Fri 6/29/18	44
46	✦	Exit Meeting (if applicable)	1 day	Mon 7/9/18	Mon 7/9/18	
47	🔄	Weekly Status Meeting	246 days	Wed 7/19/17	Wed 6/27/18	
98	📄	Program Management Documents/Plans	260 days	Mon 7/3/17	Sun 7/1/18	
99	📄	Monthly Project Status Report	239 days	Tue 8/1/17	Sun 7/1/18	
112	✦	Work Plan	10 days	Mon 7/3/17	Fri 7/14/17	
113	✦	Infrastructure Plan	10 days	Mon 7/3/17	Fri 7/14/17	

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	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
114	✈	Security Plan	10 days	Mon 7/3/17	Fri 7/14/17	
115	✈	Communications/Change Management Plan	10 days	Mon 7/3/17	Fri 7/14/17	
116	✈	Requirements Traceability Matrix	10 days	Mon 7/3/17	Fri 7/14/17	
117	✈	Software Configuration Plan	10 days	Mon 7/3/17	Fri 7/14/17	
118	✈	Systems Interface Plan	10 days	Mon 7/3/17	Fri 7/14/17	
119	✈	Testing Plan	10 days	Mon 7/3/17	Fri 7/14/17	
120	✈	Data Conversion Plan/Design	10 days	Mon 7/3/17	Fri 7/14/17	
121	✈	Deployment/Roll-Out Plan	10 days	Mon 7/3/17	Fri 7/14/17	
122	✈	Training Plan	10 days	Mon 7/3/17	Fri 7/14/17	
123	✈	End-User Support Plan	10 days	Mon 7/3/17	Fri 7/14/17	
124	✈	Business Continuity Plan	10 days	Mon 7/3/17	Fri 7/14/17	
125	📁	Help Desk Set-Up	194 days	Tue 10/3/17	Fri 6/29/18	
126	✈	Creation of Help Desk Management Plan	1 day	Tue 10/3/17	Tue 10/3/17	
127	✈	Help Desk Training	2 days	Thu 10/5/17	Fri 10/6/17	
128	✈	Help Desk Open	189 days	Tue 10/10/17	Fri 6/29/18	4SS-5 days
129	📁	Science (NGSS) Item Development	144 days	Mon 7/17/17	Thu 2/1/18	
130	✈	Item Specifications	10 days	Mon 7/17/17	Fri 7/28/17	
131	✈	Review AIR drafted NGSS Item Specifications	10 days	Mon 7/17/17	Fri 7/28/17	
132	✈	State provides feedback on NGSS Item specifications	10 days	Mon 7/31/17	Fri 8/11/17	131
133	✈	Review of AIR Core NGSS Developed Clusters and Items	35 days	Mon 7/17/17	Fri 9/1/17	
134	✈	AIR selects developed AIR Core clusters and send to states for review	10 days	Mon 7/17/17	Fri 7/28/17	
135	✈	State selects clusters to be brought to Item Review Meeting	10 days	Mon 7/31/17	Fri 8/11/17	134
136	✈	AIR prepares materials for Item Review Meeting and Bias/Sensitivity Meeting	5 days	Mon 8/14/17	Fri 8/18/17	135
137	✈	Item Review Meeting	3 days	Mon 8/28/17	Wed 8/30/17	

Project: NH Statewide Assessment Date: Fri 4/21/17	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
138		Bias and Sensitivity Meeting	2 days	Thu 8/31/17	Fri 9/1/17	137
139		Development and Review of NH NGSS Clusters and Items	108 days	Tue 9/5/17	Thu 2/1/18	
140		Item Specifications Lockdown	10 days	Tue 9/5/17	Mon 9/18/17	
141		Review feedback and update specifications from August Item Review Meeting	9 days	Tue 9/5/17	Fri 9/15/17	138
142		Finalize Item Specifications	1 day	Mon 9/18/17	Mon 9/18/17	141
143		Test Blueprint	24 days	Tue 9/5/17	Fri 10/6/17	
144		Review Draft NGSS Test Blueprint	9 days	Tue 9/5/17	Fri 9/15/17	
145		AIR makes edits based on client feedback	10 days	Mon 9/18/17	Fri 9/29/17	144
146		Prepare blueprints for TAC presentation	5 days	Mon 10/2/17	Fri 10/6/17	145
147		Item Development	104 days	Mon 9/11/17	Thu 2/1/18	
148		Batch 1	25 days	Mon 9/11/17	Fri 10/13/17	
149		AIR drafts NGSS clusters and standalone items	10 days	Mon 9/11/17	Fri 9/22/17	
150		AIR sends Batch 1 items to state for review and feedback	1 day	Fri 9/22/17	Fri 9/22/17	149FF
151		State reviews and provides feedback	10 days	Mon 9/25/17	Fri 10/6/17	150
152		AIR makes edits based on client feedback	5 days	Mon 10/9/17	Fri 10/13/17	151
153		Batch 2	25 days	Mon 9/25/17	Fri 10/27/17	
154		AIR drafts NGSS clusters and standalone items	10 days	Mon 9/25/17	Fri 10/6/17	150
155		AIR sends Batch 1 items to state for review and feedback	1 day	Fri 10/6/17	Fri 10/6/17	154FF
156		State reviews and provides feedback	10 days	Mon 10/9/17	Fri 10/20/17	155
157		AIR makes edits based on client feedback	5 days	Mon 10/23/17	Fri 10/27/17	156
158		Batch 3	25 days	Mon 10/9/17	Fri 11/10/17	
159		AIR drafts NGSS clusters and standalone items	10 days	Mon 10/9/17	Fri 10/20/17	155

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	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
160		AIR sends Batch 1 items to state for review and feedback	1 day	Fri 10/20/17	Fri 10/20/17	159FF
161		State reviews and provides feedback	10 days	Mon 10/23/17	Fri 11/3/17	160
162		AIR makes edits based on client feedback	5 days	Mon 11/6/17	Fri 11/10/17	161
163		Item Review/Bias and Sensitivity Meeting	23 days	Mon 11/13/17	Wed 12/13/17	
164		Prepare materials for meeting	15 days	Mon 11/13/17	Fri 12/1/17	162
165		Item Review Meeting	3 days	Mon 12/4/17	Wed 12/6/17	
166		Bias and Sensitivity Meeting	2 days	Thu 12/7/17	Fri 12/8/17	165
167		Resolve Committee feedback from meetings	5 days	Mon 12/11/17	Fri 12/15/17	166
168		Content Lockdown	34 days	Mon 12/18/17	Thu 2/1/18	
169		AIR makes edits to items based on feedback	10 days	Mon 12/18/17	Fri 12/29/17	167
170		State reviews and approves the updated item	15 days	Wed 12/20/17	Tue 1/9/18	169SS+2 days
171		All NGSS clusters and items are reviewed and finalized	2 days	Wed 1/10/18	Thu 1/11/18	170
172		NGSS clusters and items are tagged for TTS	10 days	Fri 1/12/18	Thu 1/25/18	171
173		Pilot items are web approved and locked down	5 days	Fri 1/26/18	Thu 2/1/18	172
174		Test Form Development (ELA and Math)	105 days	Mon 8/7/17	Fri 12/29/17	
175		Online Adaptive Test	26 days	Mon 8/7/17	Mon 9/11/17	
176		AIR drafts adaptive algorithm design	10 days	Tue 8/8/17	Mon 8/21/17	
177		NH DOE reviews algorithm design	5 days	Tue 8/22/17	Mon 8/28/17	176
178		AIR updates algorithm design based on NH DOE feedback	5 days	Tue 8/29/17	Mon 9/4/17	177
179		NH DOE reviews/approves algorithm design	5 days	Tue 9/5/17	Mon 9/11/17	178
180		Fixed form (Paper)	80 days	Mon 9/11/17	Fri 12/29/17	
181		AIR selects items for paper versions	20 days	Mon 9/11/17	Fri 10/6/17	
182		NH DOE reviews item selection and sends feedback to AIR	10 days	Mon 10/9/17	Fri 10/20/17	181
183		AIR makes updates to item selection and sends to NH DOE for review/approval	5 days	Mon 10/23/17	Fri 10/27/17	182

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	Milestone		Inactive Milestone		Start-only	
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	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
184		NH DOE approves items for fixed form	5 days	Mon 10/30/17	Fri 11/3/17	183
185		AIR creates paper booklets and scannable answer documents	20 days	Mon 11/6/17	Fri 12/1/17	184
186		NH DOE reviews paper test booklets and answer documents	20 days	Mon 12/4/17	Fri 12/29/17	185
187		Test Form Development (Science)	287 days	Wed 4/19/17	Thu 5/24/18	
188		Online Adaptive Test	26 days	Wed 4/19/17	Wed 5/24/17	
189		AIR drafts adaptive algorithm design	10 days	Tue 8/8/17	Mon 8/21/17	176FF
190		NH DOE reviews algorithm design	5 days	Tue 8/22/17	Mon 8/28/17	189
191		AIR updates algorithm design based on NH DOE feedback	5 days	Tue 8/29/17	Mon 9/4/17	190
192		NH DOE reviews/approves algorithm design	5 days	Tue 9/5/17	Mon 9/11/17	191
193		Fixed form (Paper)	80 days	Fri 2/2/18	Thu 5/24/18	
194		AIR selects items for paper versions	20 days	Fri 2/2/18	Thu 3/1/18	173
195		NH DOE reviews item selection and sends feedback to AIR	10 days	Fri 3/2/18	Thu 3/15/18	194
196		AIR makes updates to item selection and sends to NH DOE for review/approval	5 days	Fri 3/16/18	Thu 3/22/18	195
197		NH DOE approves items for fixed form	5 days	Fri 3/23/18	Thu 3/29/18	196
198		AIR creates paper booklets and scannable answer documents	20 days	Fri 3/30/18	Thu 4/26/18	197
199		NH DOE reviews paper test booklets and answer documents	20 days	Fri 4/27/18	Thu 5/24/18	198
200		Online Systems	192 days	Mon 7/3/17	Tue 3/27/18	
201		Portal	10 days	Tue 8/8/17	Mon 8/21/17	
202		AIR and NH DOE review and finalize portal specifications	1 day	Tue 8/8/17	Tue 8/8/17	
203		Client UAT	4 days	Wed 8/9/17	Mon 8/14/17	202
204		Edits to portal based on UAT feedback	4 days	Tue 8/15/17	Fri 8/18/17	203
205		Portal GO LIVE	1 day	Mon 8/21/17	Mon 8/21/17	204
206		TIDE	92 days	Mon 7/3/17	Tue 11/7/17	

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Task		External Milestone		Manual Summary Rollup	
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Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
207	✦	Develop Specs	20 days	Mon 7/3/17	Fri 7/28/17	
208	✦	Specs Finalized	1 day	Mon 7/31/17	Mon 7/31/17	207
209	✦	Develop/Configure TIDE	30 days	Tue 8/1/17	Mon 9/11/17	208
210	✦	Test	10 days	Tue 9/12/17	Mon 9/25/17	209
211	✦	Prepare Client UAT Document and set up client UAT environment	3 days	Tue 9/26/17	Thu 9/28/17	210
212	✦	Internal UAT	5 days	Fri 9/29/17	Thu 10/5/17	211
213	✦	Client UAT #1	5 days	Fri 10/6/17	Thu 10/12/17	212
214	✦	Updates to TIDE based on UAT feedback	5 days	Fri 10/13/17	Thu 10/19/17	213
215	✦	Client UAT #2	2 days	Fri 10/20/17	Mon 10/23/17	214
216	✦	Client provides updated institution file	1 day	Tue 10/24/17	Tue 10/24/17	215
217	✦	Client provides student file	1 day	Wed 10/25/17	Wed 10/25/17	216
218	✦	TIDE downtime	9 days	Thu 10/26/17	Tue 11/7/17	217
219	✦	Deploy TIDE to production/TIDE GO LIVE	1 day	Tue 11/7/17	Tue 11/7/17	45S-10 days,218SS
220	☐	Secure Browser	51 days	Mon 7/3/17	Mon 9/11/17	
221	✦	Update the Secure Browsers	40 days	Mon 7/3/17	Fri 8/25/17	
222	✦	Internal UAT	5 days	Mon 8/28/17	Fri 9/1/17	221
223	✦	Client UAT	5 days	Mon 9/4/17	Fri 9/8/17	222
224	✦	Secure Browser GO LIVE	1 day	Mon 9/11/17	Mon 9/11/17	223
225	☐	TDS	150 days	Wed 8/16/17	Tue 3/13/18	
226	☐	Interim Assessments (ELA, Math, and Science)	70 days	Wed 8/16/17	Tue 11/21/17	
227	✦	Develop Specs	19 days	Wed 8/16/17	Mon 9/11/17	
228	✦	Specs Finalized	1 day	Mon 9/11/17	Mon 9/11/17	227FF
229	✦	Load Configs	20 days	Tue 9/12/17	Mon 10/9/17	228
230	✦	Internal UAT	9 days	Tue 10/10/17	Fri 10/20/17	229
231	✦	Client UAT #1	5 days	Mon 10/23/17	Fri 10/27/17	230

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	Project Summary	Manual Task	Deadline
	External Tasks	Duration-only	Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
232		Updates to TDS based on UAT Feedback	5 days	Mon 10/30/17	Fri 11/3/17	231
233		Client UAT #2	5 days	Mon 11/6/17	Fri 11/10/17	232
234		TDS Downtime - preparation for deployment	6 days	Mon 11/13/17	Mon 11/20/17	233
235		Interim Assessments GO LIVE	1 day	Tue 11/21/17	Tue 11/21/17	4SS,234
236		Summative Assessments (ELA, Math, and Science)	92 days	Mon 11/6/17	Tue 3/13/18	
237		Develop Specs	18 days	Mon 11/6/17	Wed 11/29/17	
238		Specs Finalized	1 day	Thu 11/30/17	Thu 11/30/17	237
239		Load Configs	12 days	Mon 1/15/18	Tue 1/30/18	
240		Internal UAT	10 days	Wed 1/31/18	Tue 2/13/18	239
241		Client UAT #1	5 days	Wed 2/14/18	Tue 2/20/18	240
242		Updates to TDS based on UAT Feedback	5 days	Wed 2/21/18	Tue 2/27/18	241
243		Client UAT #2	5 days	Wed 2/28/18	Tue 3/6/18	242
244		TDS Downtime - preparation for deployment	4 days	Wed 3/7/18	Mon 3/12/18	243
245		Summative Assessments GO LIVE	1 day	Tue 3/13/18	Tue 3/13/18	107SS
246		THSS	47 days	Mon 9/18/17	Tue 11/21/17	
247		Develop THSS Specs	5 days	Mon 9/18/17	Fri 9/22/17	
248		Specs Finalized	1 day	Mon 9/25/17	Mon 9/25/17	247
249		Develop/Configure THSS	10 days	Tue 9/26/17	Mon 10/9/17	248
250		Internal UAT	9 days	Tue 10/10/17	Fri 10/20/17	249
251		Client UAT #1	5 days	Mon 10/23/17	Fri 10/27/17	250
252		Downtime - fix any UAT issues	5 days	Mon 10/30/17	Fri 11/3/17	251
253		Client UAT #2	5 days	Mon 11/6/17	Fri 11/10/17	252
254		Downtime - preparation for deployment	6 days	Mon 11/13/17	Mon 11/20/17	253
255		Interim Assessments GO LIVE	1 day	Tue 11/21/17	Tue 11/21/17	4SS
256		ORS	172 days	Mon 7/31/17	Tue 3/27/18	
257		Interim Assessments (Participation and Score Reports)	82 days	Mon 7/31/17	Tue 11/21/17	

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	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
258		Develop Specs	15 days	Mon 7/31/17	Fri 8/18/17	
259		Finalize Specs	1 day	Mon 8/21/17	Mon 8/21/17	258
260		Develop/Configure ORS	39 days	Tue 8/22/17	Fri 10/13/17	259
261		Internal UAT	9 days	Mon 10/16/17	Thu 10/26/17	260
262		Client UAT #1	5 days	Fri 10/27/17	Thu 11/2/17	261
263		Make updates to ORS based on client feedback	5 days	Fri 11/3/17	Thu 11/9/17	262
264		Client UAT #2	5 days	Fri 11/10/17	Thu 11/16/17	263
265		ORS Downtime	2 days	Fri 11/17/17	Mon 11/20/17	264
266		Deploy Participation Reports and Score Reports for Interim	1 day	Tue 11/21/17	Tue 11/21/17	4SS
267		Summative Assessments	92 days	Mon 11/20/17	Tue 3/27/18	
268		Develop Specs	15 days	Mon 11/20/17	Fri 12/8/17	
269		Specs Finalized	1 day	Mon 12/11/17	Mon 12/11/17	268
270		Develop/Configure ORS	39 days	Tue 12/12/17	Fri 2/2/18	269
271		Internal UAT	10 days	Mon 2/5/18	Fri 2/16/18	270
272		Client UAT #1	5 days	Mon 2/19/18	Fri 2/23/18	271
273		Updates to ORS based on UAT Feedback	5 days	Mon 2/26/18	Fri 3/2/18	272
274		Client UAT #2	5 days	Mon 3/5/18	Fri 3/9/18	273
275		ORS Summative GO LIVE (Participation Reports)	1 day	Tue 3/13/18	Tue 3/13/18	7SS
276		Score Reports GO LIVE	1 day	Tue 3/27/18	Tue 3/27/18	275SS+10 days
277		Trainings	172 days	Mon 8/7/17	Tue 4/3/18	
278		Regional Training (Assessment Administration Training)	55 days	Mon 8/7/17	Fri 10/20/17	
279		Reserve locations	19 days	Mon 8/7/17	Thu 8/31/17	
280		Planning meeting with NH DOE	1 day	Mon 8/28/17	Mon 8/28/17	
281		Build registration site	4 days	Tue 8/29/17	Fri 9/1/17	280
282		Registration	30 days	Mon 9/4/17	Fri 10/13/17	281

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
283		Create outline	1 day	Mon 9/4/17	Mon 9/4/17	
284		Outline approved by NH DOE	1 day	Tue 9/5/17	Tue 9/5/17	283
285		Create PPT	4 days	Wed 9/6/17	Mon 9/11/17	284
286		NH DOE reviews 1st draft	5 days	Tue 9/12/17	Mon 9/18/17	285
287		Incorporate NH DOE comments	2 days	Tue 9/19/17	Wed 9/20/17	286
288		NH DOE reviews 2nd draft	5 days	Thu 9/21/17	Wed 9/27/17	287
289		PPT finalized	1 day	Thu 9/28/17	Thu 9/28/17	288
290		Face-to-Face Trainings	4 days	Tue 10/17/17	Fri 10/20/17	
291		Webinars	126 days	Tue 10/10/17	Tue 4/3/18	
292		Technology Director Training Webinar	1 day	Tue 10/10/17	Tue 10/10/17	
293		District Administrator Webinar	1 day	Tue 10/17/17	Tue 10/17/17	
294		Test Administrator Webinar	1 day	Tue 10/24/17	Tue 10/24/17	
295		Systems Webinar	1 day	Tue 10/31/17	Tue 10/31/17	
296		Online Reporting System Webinar #1 (Assessment Results Training - Interim Assessments)	1 day	Tue 11/28/17	Tue 11/28/17	266FF+5 days
297		Online Reporting System Webinar #2 (Assessment Results Training - Summative Assessments)	1 day	Tue 4/3/18	Tue 4/3/18	276FF+5 days
298		Training Materials	26 days	Mon 8/14/17	Mon 9/18/17	
299		End of Life Support Document	16 days	Mon 8/14/17	Mon 9/4/17	
300		AIR drafts EOL document	5 days	Mon 8/14/17	Fri 8/18/17	
301		NH DOE reviews/provides feedback	5 days	Mon 8/21/17	Fri 8/25/17	300
302		AIR updates EOL document based on NH DOE feedback	5 days	Mon 8/28/17	Fri 9/1/17	301
303		EOL document posted to portal	1 day	Mon 9/4/17	Mon 9/4/17	302
304		System Requirements Document	16 days	Mon 8/14/17	Mon 9/4/17	
305		AIR drafts Systems Requirements document	5 days	Mon 8/14/17	Fri 8/18/17	
306		NH DOE reviews/provides feedback	5 days	Mon 8/21/17	Fri 8/25/17	305

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
307		AIR updates Systems Requirements document based on NH DOE feedback	5 days	Mon 8/28/17	Fri 9/1/17	306
308		AIR posts System Requirements document to portal	1 day	Mon 9/4/17	Mon 9/4/17	307
309		Technical Specifications Document	16 days	Mon 8/28/17	Mon 9/18/17	
310		AIR drafts Tech Specs document	5 days	Mon 8/28/17	Fri 9/1/17	
311		NH DOE reviews/provides feedback	5 days	Mon 9/4/17	Fri 9/8/17	310
312		AIR updates Tech Specs document based on NH DOE feedback	5 days	Mon 9/11/17	Fri 9/15/17	311
313		AIR posts Tech Specs document to portal	1 day	Mon 9/18/17	Mon 9/18/17	312
314		Secure Browser Installation	16 days	Mon 8/21/17	Mon 9/11/17	
315		AIR drafts SB Installation document	5 days	Mon 8/21/17	Fri 8/25/17	
316		NH DOE reviews/provides feedback	5 days	Mon 8/28/17	Fri 9/1/17	315
317		AIR updates SB Installation document based on NH DOE feedback	5 days	Mon 9/4/17	Fri 9/8/17	316
318		AIR posts SB Installation document to portal	1 day	Mon 9/11/17	Mon 9/11/17	317
319		User Guides and Manuals	31 days	Mon 10/2/17	Mon 11/13/17	
320		Test Coordinator Manual (TCM)	26 days	Mon 10/2/17	Mon 11/6/17	
321		AIR drafts TCM	10 days	Mon 10/2/17	Fri 10/13/17	
322		NH DOE reviews/provides feedback	10 days	Mon 10/16/17	Fri 10/27/17	321
323		AIR updates TCM based on NH DOE feedback	5 days	Mon 10/30/17	Fri 11/3/17	322
324		AIR post TCM to portal	1 day	Mon 11/6/17	Mon 11/6/17	323
325		Test Administration Manual (TAM)	26 days	Mon 10/2/17	Mon 11/6/17	
326		AIR drafts TAM	10 days	Mon 10/2/17	Fri 10/13/17	
327		NH DOE reviews/provides feedback	10 days	Mon 10/16/17	Fri 10/27/17	326
328		AIR updates TAM based on NH DOE feedback	5 days	Mon 10/30/17	Fri 11/3/17	327
329		AIR post TAM to portal	1 day	Mon 11/6/17	Mon 11/6/17	328

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
330		TIDE User Guide	26 days	Mon 10/2/17	Mon 11/6/17	
331		AIR drafts TIDE UG	10 days	Mon 10/2/17	Fri 10/13/17	
332		NH DOE reviews/provides feedback	10 days	Mon 10/16/17	Fri 10/27/17	331
333		AIR updates TIDE UG based on NH DOE feedback	5 days	Mon 10/30/17	Fri 11/3/17	332
334		AIR post TIDE UG to portal	1 day	Mon 11/6/17	Mon 11/6/17	333
335		TA User Guide	26 days	Mon 10/9/17	Mon 11/13/17	
336		AIR drafts TA UG	10 days	Mon 10/9/17	Fri 10/20/17	
337		NH DOE reviews/provides feedback	10 days	Mon 10/23/17	Fri 11/3/17	336
338		AIR updates TA UG based on NH DOE feedback	5 days	Mon 11/6/17	Fri 11/10/17	337
339		AIR post TA UG to portal	1 day	Mon 11/13/17	Mon 11/13/17	338
340		ORS User Guide	26 days	Mon 10/9/17	Mon 11/13/17	
341		AIR drafts ORS UG	10 days	Mon 10/9/17	Fri 10/20/17	
342		NH DOE reviews/provides feedback	10 days	Mon 10/23/17	Fri 11/3/17	341
343		AIR updates ORS UG based on NH DOE feedback	5 days	Mon 11/6/17	Fri 11/10/17	342
344		AIR post ORS UG to portal	1 day	Mon 11/13/17	Mon 11/13/17	343
345		THSS User Guide	26 days	Mon 10/9/17	Mon 11/13/17	
346		AIR drafts THSS UG	10 days	Mon 10/9/17	Fri 10/20/17	
347		NH DOE reviews/provides feedback	10 days	Mon 10/23/17	Fri 11/3/17	346
348		AIR updates THSS UG based on NH DOE feedback	5 days	Mon 11/6/17	Fri 11/10/17	347
349		AIR post THSS UG to portal	1 day	Mon 11/13/17	Mon 11/13/17	348
350		Data Files	140 days	Mon 12/18/17	Fri 6/29/18	
351		Scoring Specifications Finalized	1 day	Mon 12/18/17	Mon 12/18/17	
352		Data File Layout Finalized	1 day	Mon 12/18/17	Mon 12/18/17	
353		Analysis team deploys test scoring engine and configuration to production	1 day	Mon 1/15/18	Mon 1/15/18	
354		Tech team verifies scoring	20 days	Tue 1/16/18	Mon 2/12/18	353

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
355	✦	Analysis team builds DFG machine layout	20 days	Tue 1/16/18	Mon 2/12/18	353
356	✦	AIR generates preliminary file #1	1 day	Tue 4/10/18	Tue 4/10/18	
357	✦	AIR generates preliminary file #2	1 day	Tue 5/8/18	Tue 5/8/18	356SS+20 days
358	✦	Deliver Final Data File	1 day	Fri 6/29/18	Fri 6/29/18	
359	✦	Standard Setting	276 days	Mon 12/18/17	Mon 1/7/19	
360	✦	Standard Setting Plan	44 days	Mon 1/8/18	Thu 3/8/18	
361	✦	Create Standard Setting Plan	30 days	Mon 12/18/17	Fri 1/26/18	
362	✦	NH DOE Review Plan	5 days	Mon 1/29/18	Fri 2/2/18	361
363	✦	Apply Changes/Edits	2 days	Mon 2/5/18	Tue 2/6/18	362
364	✦	NH DOE Review Revised Plan	3 days	Wed 2/7/18	Fri 2/9/18	363
365	✦	Apply Changes/Edits	2 days	Mon 2/12/18	Tue 2/13/18	364
366	✦	NH DOE Review and Approval of Standard Setting Plan	2 days	Wed 2/14/18	Thu 2/15/18	365
367	✦	Standard Setting Plan Approved	0 days	Fri 2/16/18	Fri 2/16/18	366
368	✦	Standard Setting Logistics	147 days	Mon 12/18/17	Tue 7/10/18	
369	✦	Recruit Participants	60 days	Mon 12/18/17	Fri 3/9/18	
370	✦	Identify Participants	5 days	Fri 2/16/18	Thu 2/22/18	367
371	✦	Recruit Participants	40 days	Fri 2/23/18	Thu 4/19/18	370
372	✦	NH DOE Review Participant List	5 days	Fri 4/20/18	Thu 4/26/18	371
373	✦	Apply Changes/Modifications	5 days	Fri 4/27/18	Tnu 5/3/18	372
374	✦	NH DOE Review and Approve Participant List	5 days	Fri 5/4/18	Thu 5/10/18	373
375	✦	Register Participants	15 days	Fri 5/11/18	Thu 5/31/18	374
376	✦	Standard Setting Training Materials and Handouts	35 days	Mon 12/18/17	Fri 2/2/18	
377	✦	Prepare Standard Setting Training Materials and Handouts	20 days	Mon 6/25/18	Fri 7/20/18	392SS-40 days
378	✦	NH DOE Review Standard Setting Training Materials and Handouts	5 days	Mon 7/23/18	Fri 7/27/18	377
379	✦	Apply Changes/Edits	3 days	Mon 7/30/18	Wed 8/1/18	378

Project: NH Statewide Assessment Date: Fri 4/21/17	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
380	✦	NH DOE Review Revised Materials	3 days	Thu 8/2/18	Mon 8/6/18	379
381	✦	Apply Changes/Edits	2 days	Tue 8/7/18	Wed 8/8/18	380
382	✦	NH DOE Review and Approve Standard Setting Training Materials and Handouts	2 days	Thu 8/9/18	Fri 8/10/18	381
383	✦	Standard Setting Training Materials and Handouts Approved	0 days	Mon 8/13/18	Mon 8/13/18	382
384	✦	Data Analysis	67 days	Mon 12/18/17	Tue 3/20/18	
385	✦	ELA Machine-Scored Items Available	0 days	Thu 6/7/18	Thu 6/7/18	7FF
386	✦	Math Machine-Scored Items Available	0 days	Thu 6/7/18	Thu 6/7/18	7FF
387	✦	ELA Hand-Scored Items Available	0 days	Thu 6/21/18	Thu 6/21/18	7FF+10 days
388	✦	Math Hand-Scored Items Available	0 days	Thu 6/21/18	Thu 6/21/18	7FF+10 days
389	✦	Science Machine-Scored Items Available	1 day?	Thu 6/21/18	Thu 6/21/18	7FF+10 days
390	✦	Science Hand-Scored Items Available	1 day?	Thu 6/21/18	Thu 6/21/18	7FF+10 days
391	✦	Analyze Data	20 days	Fri 6/22/18	Thu 7/19/18	390
392	✦	Conduct Standard Setting	10 days	Mon 8/20/18	Fri 8/31/18	
393	✦	Standard Setting Report	28 days	Mon 12/18/17	Wed 1/24/18	
394	✦	Prepare Standard Setting Report	15 days	Mon 8/27/18	Fri 9/14/18	392FF+10 days
395	✦	NH DOE Review of Standard Setting Report	5 days	Mon 9/17/18	Fri 9/21/18	394
396	✦	Apply Changes/Edits	5 days	Mon 9/24/18	Fri 9/28/18	395
397	✦	NH DOE Approves Standard Setting Report	3 days	Mon 10/1/18	Wed 10/3/18	396

Project: NH Statewide Assessment Date: Fri 4/21/17	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

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APPENDIX B

**RFP 2017-073 DOE New Hampshire Statewide Assessments
Appendix B**

F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

The vendor must include, within the not-to-exceed for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information. Please note: this information is for Year 1. Please add rows for activities, deliverables, or milestones not included in the table below. Please add columns if specific on-going costs, not covered by costs in Tables F4 and F5, should be included.

Table F-1: Activities/Deliverables/Milestones Pricing Worksheet

		Required						
Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Projected Payment Date	Projected Year 1 Price	Projected Year 2 Price	Projected Year 3 Price	Projected Year 4 Price	
PLANNING AND PROJECT MANAGEMENT								
1	Conduct Project Kickoff Meeting	Non-Software	July	September	26,153	26,153	26,153	26,153
2	Project Status Reports	Written	Monthly	Quarterly	212,000	212,000	212,000	212,000
3	Work Plan	Written	July	September	7,500	7,500	7,500	7,500
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	July	September	1,000	-	-	-
5	Security Plan	Written	July	September	1,000	-	-	-
6	Communications and Change Management Plan	Written	July	September	1,000	-	-	-
7	Requirements Trace Ability Matrix	Written	July	September	1,000	-	-	-
8	Software Configuration Plan	Written	July	September	1,000	-	-	-
9	Systems Interface Plan and Design/Capability	Written	July	September	7,500	7,500	7,500	7,500
10	Testing Plan	Written	July	September	1,000	-	-	-
11	Data Conversion Plan and Design	Written	July	September	1,000	-	-	-
12	Deployment and Roll-out Plan	Written	July	September	1,000	-	-	-
13	Comprehensive Training Plan and Curriculum	Written	July	September	12,139	12,139	12,139	12,139
14	End User Support Plan	Written	July	September	1,000	-	-	-
15	Business Continuity Plan	Written	July	September	1,000	-	-	-

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Appendix B

		Required						
	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Projected Payment Date	Projected Year 1 Price	Projected Year 2 Price	Projected Year 3 Price	Projected Year 4 Price
16	Documentation of Operational Procedures	Written	July	September	1,000	-	-	-
INSTALLATION								
17	Provide Software Licenses, if needed	Written	included in fees below					
18	Provide Fully Tested Data Conversion Software	Software	n/a	n/a	n/a	n/a	n/a	n/a
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	n/a	n/a	n/a	n/a	n/a	n/a
TESTING								
20	Conduct Integration Testing	Non-Software	included in fees below					
21	Conduct User Acceptance Testing	Non-Software	included in fees below					
22	Perform Production Tests	Non-Software	included in fees below					
23	Test In-Bound and Out-Bound Interfaces	Software	n/a	n/a	n/a	n/a	n/a	n/a
24	Conduct System Performance (Load/Stress) Testing	Non-Software	included in fees below					
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	included in fees below					
SYSTEM DEPLOYMENT								
26	Converted Data Loaded into Production Environment	Software	n/a	n/a	n/a	n/a	n/a	n/a
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	n/a	n/a	n/a	n/a	n/a	n/a
28	Conduct Training	Non-Software	October	December	86,530	86,530	86,530	86,530
29	Cutover to New Software	Non-Software	n/a	n/a	n/a	n/a	n/a	n/a

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		Required							
	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Projected Payment Date	Projected Year 1 Price	Projected Year 2 Price	Projected Year 3 Price	Projected Year 4 Price	
30	NA	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
31	Provide Documentation	Written	included in fees below						
32	Execute Security Plan	Non-Software	included in fees below						
OPERATIONS									
33	Ongoing Hosting Support	Non-Software	included in fees below						
34	Ongoing Support & Maintenance	Software	included in fees below						
35	Item Banks and Configuration for Testing (UAT)	Non-Software	July	September	207,902	207,902	207,902	207,902	
36	Test Administration	Non-Software	May	June	808,500	808,500	808,500	808,500	
37	Test Scoring	Non-Software	June	June	150,000	150,000	150,000	150,000	
38	Student Data File	Non-Software	June	July	157,500	157,500	157,500	157,500	
39	Online Reporting System	Non-Software	November	December	95,332	95,332	95,332	95,332	
40	Deliver Individual Student Reports (ISR)	Non-Software	June	July	134,878	134,878	134,878	134,878	
41	TAC Meeting (2)	Non-Software	January / June	March / June	113,101	113,101	113,101	113,101	
42	Technical Report		June	June	50,000	50,000	50,000	50,000	
43	Conduct Project Exit Meeting	Non-Software			n/a	n/a	n/a	12,000	
ITEM DEVELOPMENT and TEST CONSTRUCTION									
44	Test Design	Non-Software	October	December	44,958	n/a	n/a	n/a	
45	Summative Test Construction	Non-Software	January	March	75,019	30,000	30,000	30,000	
46	Interim Form Construction	Non-Software	January	March	31,115	5,000	5,000	5,000	
47	Practice Tests	Non-Software	October	December	42,039	n/a	n/a	n/a	
48	Bias/Sensitivity Committee Review	Non-Software	August	September	70,054	42,830	42,830	42,830	
49	Content Review	Non-Software	August	September	207,218	99,513	99,513	99,513	
50	Standard Setting	Non-Software	August	September	n/a	168,437	n/a	n/a	
51	Standards Revision/Performance Level Descriptors incl. Meeting	Non-Software	August	September	n/a	80,021	n/a	n/a	
Grand Total					2,550,438	2,494,836	2,246,378	2,258,378	

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APPENDIX C

RFP 2017-073 DOE New Hampshire Statewide Assessments
Appendix C

1.3 Proposed vendor Staff, Resource Hours and Rates Worksheet

Use the proposed vendor staff position, resource hours and rates worksheet to indicate the individuals that will be assigned to the project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table 1.3: Proposed Vendor Staff, Resource Hours and Rates Worksheet SCHOOL YEAR 2017-18

Title	Name	Initiation	Implementation	Project Close out	Category Hourly Rate	Hours X Rate
Project Manager	Tom Glorfield	200	1,000		\$ 174.14	\$ 208,968
Technology Consultant	Sonja Hubbard	40	860		\$ 164.98	\$ 148,482
Program Coordinator and Assistants		240	960		\$ 79.38	\$ 95,256
Call Center Manager	Cindy Benis	8	112		\$ 122.21	\$ 14,665
Lead Psychometrician	Ahmet Turan		400		\$ 219.98	\$ 87,992
Psychometricians			800		\$ 141.49	\$ 113,192
Research Associates/Assistants			800		\$ 103.93	\$ 83,144
Content Development Lead	Jacob Wilkes		240		\$ 112.82	\$ 27,077
Test Development Specialists			1,080		\$ 90.55	\$ 97,794
Production Manager			80		\$ 149.71	\$ 11,977
Production, Graphics, and			200		\$ 85.55	\$ 17,110
Software Project Manager	Scott Christian Redm	16	44		\$ 180.26	\$ 10,816
Senior Application Developer	Alan Reeve	16	44		\$ 164.98	\$ 9,899
Lead Developers and Data Analysts, All Systems		240	2,760		\$ 127.21	\$ 381,630
Lead, Software Quality Assurance	Dorian Sofraj		80		\$ 205.42	\$ 16,434
QA Leads and Staff			240		\$ 106.93	\$ 25,663
Lead, Network Engineering	Fara Tapscott		80		\$ 192.48	\$ 15,398
Network Engineers			420		\$ 113.04	\$ 47,477
Performance Scoring Lead	Damon Hartzler	40	360		\$ 132.32	\$ 52,928
Scoring Leads and Scorers			1,260		\$ 106.93	\$ 134,732
Score Reporting Lead	Dina Booher		200		\$ 103.85	\$ 20,770
Score Reporting Specialists			280		\$ 81.38	\$ 22,786
TOTALS		800	12,300			\$ 1,644,189

Add rows as appropriate for proposal.

*This information is important and required so that the NH DOE can break down the costs for services and personnel when presenting a contract for approval by the Governor and Executive Council

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Appendix C

1.3 (2) Proposed vendor Staff, Resource Hours and Rates Worksheet

Use the proposed vendor staff position, resource hours and rates worksheet to indicate the individuals that will be assigned to the project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table 1.3 (2): Proposed Vendor Staff, Resource Hours and Rates Worksheet SCHOOL YEAR 2018-19 (and beyond)

Title	Name	Initiation	Implementation	Project Close out (final year only)	Category Hourly Rate	Hours X Rate
Project Manager	Tom Glorfield		1,080	120	\$ 177.62	\$ 213,147
Technology Consultant	Sonja Hubbard		900		\$ 168.28	\$ 151,452
Program Coordinator and Assistants			976		\$ 80.97	\$ 79,024
Call Center Manager	Cindy Benis		120		\$ 124.65	\$ 14,959
Lead Psychometrician	Ahmet Turan		200		\$ 224.38	\$ 44,876
Psychometricians			600		\$ 144.32	\$ 86,592
Research Associates/Assistants			700		\$ 106.01	\$ 74,206
Content Development Lead	Jacob Wilkes		160		\$ 115.08	\$ 18,412
Test Development Specialists			940		\$ 92.36	\$ 86,819
Production Manager			80		\$ 152.70	\$ 12,216
Production, Graphics, and			120		\$ 87.26	\$ 10,471
Software Project Manager	Scott Christian Redmond		60		\$ 183.87	\$ 11,032
Senior Application Developer	Alan Reeve		60		\$ 168.28	\$ 10,097
Lead Developers and Data Analysts, All Systems			2,500		\$ 129.75	\$ 324,386
Lead, Software Quality Assurance	Dorian Sofraj		80		\$ 209.53	\$ 16,762
QA Leads and Staff			190		\$ 109.07	\$ 20,723
Lead, Network Engineering	Fara Tapscott		80		\$ 196.33	\$ 15,706
Network Engineers			420		\$ 115.30	\$ 48,426
Performance Scoring Lead	Damon Hartzler		400		\$ 134.97	\$ 53,987
Scoring Leads and Scorers			1,260		\$ 109.07	\$ 137,426
Score Reporting Lead	Dina Booher		80		\$ 105.93	\$ 8,474
Score Reporting Specialists			160		\$ 83.01	\$ 13,281
TOTALS			11,166	120		\$ 1,452,475

Add rows as appropriate for proposal.

*This information is important and required so that the NH DOE can break down the costs for services and personnel when presenting a contract for approval by the Governor and Executive Council

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Appendix C**

1.3 (3) Future Vendor Rates Worksheet

The State may request additional services from the selected vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire fiscal year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the future vendor rates worksheet.

Table 1.3 (3): Future Vendor Rates Worksheet

Position Title	Required				Optional		
	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024
<i>Project Manager</i>	\$ 174.14	\$ 177.62	\$ 181.18	\$ 184.80	\$ 188.49	\$ 192.26	\$ 196.11
<i>Technology Consultant</i>	\$ 164.98	\$ 168.28	\$ 171.65	\$ 175.08	\$ 178.58	\$ 182.15	\$ 185.79
<i>Program Coordinator and Assistants</i>	\$ 79.38	\$ 80.97	\$ 82.59	\$ 84.24	\$ 85.92	\$ 87.64	\$ 89.39
<i>Call Center Manager</i>	\$ 122.21	\$ 124.65	\$ 127.15	\$ 129.69	\$ 132.28	\$ 134.93	\$ 137.63
<i>Lead Psychometrician</i>	\$ 219.98	\$ 224.38	\$ 228.87	\$ 233.44	\$ 238.11	\$ 242.88	\$ 247.73
<i>Psychometricians</i>	\$ 141.49	\$ 144.32	\$ 147.21	\$ 150.15	\$ 153.15	\$ 156.22	\$ 159.34
<i>Research Associates/Assistants</i>	\$ 103.93	\$ 106.01	\$ 108.13	\$ 110.29	\$ 112.50	\$ 114.75	\$ 117.04
<i>Content Development Lead</i>	\$ 112.82	\$ 115.08	\$ 117.38	\$ 119.73	\$ 122.12	\$ 124.56	\$ 127.05
<i>Test Development Specialists</i>	\$ 90.55	\$ 92.36	\$ 94.21	\$ 96.09	\$ 98.01	\$ 99.97	\$ 101.97
<i>Production Manager</i>	\$ 149.71	\$ 152.70	\$ 155.76	\$ 158.87	\$ 162.05	\$ 165.29	\$ 168.60
<i>Publication staff, including Production, Graphics, and Editorial</i>	\$ 85.55	\$ 87.26	\$ 89.01	\$ 90.79	\$ 92.60	\$ 94.45	\$ 96.34
<i>Software Project Manager</i>	\$ 180.26	\$ 183.87	\$ 187.54	\$ 191.29	\$ 195.12	\$ 199.02	\$ 203.00
<i>Senior Application Developer</i>	\$ 164.98	\$ 168.28	\$ 171.65	\$ 175.08	\$ 178.58	\$ 182.15	\$ 185.79
<i>Lead Developers and Data Analysts, All Systems</i>	\$ 127.21	\$ 129.75	\$ 132.35	\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26

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Table 1.3 (3): Future Vendor Rates Worksheet

Position Title	Required				Optional		
	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024
Lead, Software Quality Assurance	\$ 205.42	\$ 209.53	\$ 213.72	\$ 217.99	\$ 222.35	\$ 226.80	\$ 231.34
QA Leads and Staff	\$ 106.93	\$ 109.07	\$ 111.25	\$ 113.47	\$ 115.74	\$ 118.06	\$ 120.42
Lead, Network Engineering	\$ 192.48	\$ 196.33	\$ 200.26	\$ 204.26	\$ 208.35	\$ 212.51	\$ 216.76
Network Engineers	\$ 113.04	\$ 115.30	\$ 117.61	\$ 119.96	\$ 122.36	\$ 124.81	\$ 127.30
Performance Scoring Lead	\$ 132.32	\$ 134.97	\$ 137.67	\$ 140.42	\$ 143.23	\$ 146.09	\$ 149.01
Scoring Leads and Scorers	\$ 106.93	\$ 109.07	\$ 111.25	\$ 113.47	\$ 115.74	\$ 118.06	\$ 120.42
Score Reporting Lead	\$ 103.85	\$ 105.93	\$ 108.05	\$ 110.21	\$ 112.41	\$ 114.66	\$ 116.95
Score Reporting Specialists	\$ 81.38	\$ 83.01	\$ 84.67	\$ 86.36	\$ 88.09	\$ 89.85	\$ 91.65

Add rows as appropriate for proposal.

End User Support Plan

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APPENDIX D

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Appendix D

1.4 (2) Web Site Hosting, Maintenance, and Support Pricing Worksheet

Table 1.4 (2): Web Site Hosting, Maintenance, and Support Pricing Worksheet

Required						Optional		
HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	TOTAL	Year 5	Year 6	Year 7
Web Site Hosting Fee	Included in Table 1					Included in Table 1		
Technical Support and updates								
Maintenance and Updates								
GRAND TOTAL								

End User Support Plan

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APPENDIX E

**STATE OF NEW HAMPSHIRE
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APPENDIX E

Special Provisions for Pricing

AIR is bidding on all five components of the RFP and the fixed price.

- Summative ELA and Mathematics assessments in grades 3–8 will be online, adaptive tests built –using AIR’s Independent College and Career Readiness (ICCR) item banks. The online adaptive algorithm will be finalized in Year 1.
- Summative Science in grades 5, 8, and 11 will be online, fixed-form tests built using ICCR item bank Science items. These fixed-form assessments will be created each year of the contract.
- Interim ELA and Mathematics assessments in grades 3–8 will be online, fixed-form tests built by licensing an existing item bank developed to measure college and career ready skills in English language arts and mathematics and linked to the ICCR summative item bank. These fixed-form assessments will be created in Year 1.
- Interim Science in grades 5, 8, and 11 will be online, fixed-form tests built by licensing an existing item bank developed to measure college and career ready skills and three-dimensional science skills described in the K–12 Framework and linked to the ICCR summative item bank. These fixed-form assessments will be created in Year 1.
- The Reporting Portal will be available through our Online Reporting System (ORS). The Interim reports will be available through our AIRWays reporting system.

In the event of a reduction or change in the scope of work or partial termination for convenience, AIR will adjust the contract price to account for potential increases in the price of the remaining tasks occasioned by such reduction or change in the scope of work.

We assume that AIR and New Hampshire will agree on terms whereby AIR will retain ownership of all software and other AIR intellectual property (IP) developed before entering into the Contract as well as any derivations of this IP, except for items developed by New Hampshire (see Appendix E, Item Development and Release). New Hampshire will own all of its data and deliverables.

Any conflicts between the provided documents (e.g., the RFP, Terms and Conditions, and Proposal) will be resolved during negotiations.

Schedule and Contract Requirements

AIR and New Hampshire will collaborate to meet all quality standards. The format and general content for the online score reporting, data file formats, and other reports and documents will be finalized with the first operational use.

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APPENDIX E

Item Development and Release

The base costing assumed that 100% of the items will be sourced from the ICCR item bank's ELA, Mathematics, and Science item pools and a licensed bank for interim assessments. All license fees are included in our fixed prices. This is the most cost-effective option and meets all of the RFP requirements. All items will be brought to New Hampshire Content and Bias meetings for approval or rejection before being placed in the operational item pool. Rubric Validation and Data Review will be done (and paid for) by AIR.

If New Hampshire chooses to develop their own items, AIR will assist at the following rates (plus committee time, any additional copyright permissions, and optional accommodations):

- New Hampshire-owned Science clusters at \$9,500 per cluster
- New Hampshire-owned Science, ELA, and Mathematics stand-alone items at \$1,500 per item on field-test form
- New Hampshire-owned Writing prompts at \$2,544 per prompt
- Text-to-Speech (TTS) of each item at \$20 per item
- American Sign Language (ASL) of each item at \$1,600 per video
- Text-to-Braille of each item at \$100 per item

Item Release

A bank of released ICCR items currently exists, and AIR is committed to growing this released item bank each year. AIR will work with New Hampshire (and other states using ICCR items) to identify which additional items will be released each year.

License Fee: All license and necessary copyright fees are included in the Base Price.

Handscoring

The assessment will be a fully machine-scored assessment, with validation handscoring. The ELA test will include one writing prompt per student and it will be scored using the AIR AI scoring system with a 15% human read-behind.

Reporting

Pricing includes one copy of the Individual Student Report (ISR) shipped to school districts. The report will be a two-page, double-sided print ISR with a Parent Brochure. All other educator reports and interpretive guides will be housed either on the Online Reporting System or the AIRWays reporting system.

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APPENDIX E

Accommodations

All ICCR items will be tagged for Text-to-Speech accommodation. For Braille students, Text-to-Braille tagging will be performed for one form per grade. Additional online accommodations, will be provided at the prices listed above in the item development section.

For New Hampshire students who require a paper test accommodation, AIR offers a print-on-demand feature. This accommodation allows the test administrator's work station to print out items as they are administered to a student. The student can then be given the paper, and the student or a scribe enters the response. Using this system, students receive exactly the same adaptive test as students who do not require this accommodation (although some items may be excluded from the pool). This feature is available for both visual print and Braille.

Equating Verification

Costs to support an independent real-time review of the equating process, analyses, and results by an independent vendor(s) area included. Costs to pay the independent vendor(s) is additional.

Committee Meetings/Workshops

All project management meetings, committee meetings, and workshops will be held in Concord, New Hampshire. All participants will be reimbursed for travel and lodging in order to attend meetings. Reimbursement expenses include mileage, dinner, and hotel accommodations. For meeting participants (teachers or educators), either stipends or substitute coverage will be paid at \$150 per day.

Four regional trainings per year are included. Costs include the facility, refreshments, and up to two AIR staff members and two New Hampshire staff members. AIR will not responsible for any reimbursement (e.g., travel, lodging, substitute teacher payments, etc.) for participants to attend regional trainings.

During the item review meetings, New Hampshire educators will have the ability to accept or reject items.

For the TAC meeting, there will be seven TAC members. Flight, lodging and per diems are included for each TAC member. The honorarium is \$1,500 per day.

A summary of meetings is listed in Exhibit I below.

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APPENDIX E

Exhibit I: Summary of Meetings

Year	Meeting Name	Per Year	Meeting	Staff	Participants	Staff	Participants
All	Kickoff / Annual Meeting						
Year 1	Test Blueprint Review Meeting	1	3	6	0	6	12
Year 1	Performance Level Descriptors (PLD) Review	1	3	6	18	6	30
Year 1	ELA Bias/Sensitivity Review	1	2	1	5	2	8
Year 1	Mathematics Bias/Sensitivity Review	1	2	1	5	2	8
Year 1	Science Bias/Sensitivity Review	1	2	1	5	2	8
Year 1	ELA Content Review	1	3	3	18	6	27
Year 1	Mathematics Content Review	1	3	3	18	6	27
Year 1	Science Content Review	1	3	3	9	6	18
All	Regional Training Workshops	4	1	2	100	2	104
All	TAC Meeting	2	2	4	7	3	14
Year 1	ELA Standard-Setting Workshop	1	3	6	15	6	27

Exhibit I: Summary of Meetings (continued)

Year	Meeting Name	Assumptions of Logistical Costs within Meeting Price					
		Meetings Per Year	Days per Meeting	NH Staff	Meeting Participants	AIR Staff	Total Participants
Year 1	Mathematics Standard-Setting Workshop	1	3	6	15	6	27
Year 1	Science Standard-Setting Workshop	1	3	6	15	6	27
Years 2-4	ELA Bias/Sensitivity Review	1	1	1	5	1	7
Years 2-4	Mathematics Bias/Sensitivity Review	1	1	1	5	1	7
Years 2-4	Science Bias/Sensitivity Review	1	1	1	5	1	7
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Implementation Approach

AIR will utilize the same online testing systems used for the current Smarter Balanced assessments for all components of assessment administration and reporting, with the exception of the data entry interface (DEI) to record student responses on paper-pencil assessments. As a result, the transition to the New Hampshire Statewide Assessments in ELA, mathematics, and science will be smooth for Department, district, and school personnel who are already familiar with our systems and processes for student registration, materials ordering, test administration, and reporting.

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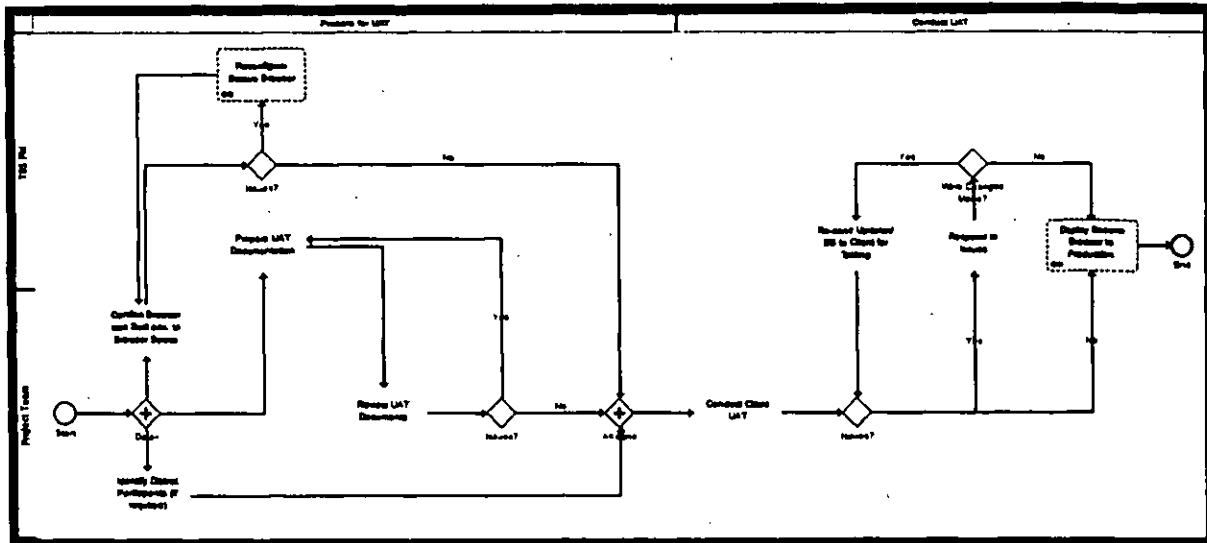
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responsible for working with other AIR staff and the systems team to resolve issues detected during the UAT period before each system's deployment.

In order to give the Department visibility into AIR's internal and external UAT processes, we illustrate the UAT process for the secure browser in Exhibit D3.1-1.

Exhibit D3.1-1: User Acceptance Testing Internal and External Processes for the Secure Browser



Please see the list of systems and associated tentative UAT review periods for each system outlined in Exhibit D3.1-2. The dates included in this tentative schedule reflect the dates used for the UAT cycle for the relevant AIR systems used to administer New Hampshire's Smarter Balanced Assessments in the 2016–2017 test administration that are proposed for the 2017–2018 administration period. The exact dates are included purely for explanatory purposes. Each UAT cycle will have its own schedule to ensure the Department is comfortable with each system and that all identified issues have been adequately addressed. Some systems (e.g., the TDS) require two rounds of UAT to ensure that all content and functions perform as expected and some systems require downtime before deployment. AIR will also conduct system integration testing internally (e.g., ensure that a form assignment and student settings indicated in TIDE are communicated to the TDS and scores generated from answers given in the TDS are reflected in the ORS) to ensure that all systems are communicating with each other as expected. We note that TDS UAT includes testing of the secure browser and the TA Interface simultaneously.

Not all systems require downtime. However, where required, downtimes will be scheduled in logical, agreed-on timeframes with the Department to minimize the impact to users. AIR will also draft approved verbiage to communicate scheduled downtime to system users to be posted as an announcement on the online administrative portal well in advance of the downtime start date. AIR will work with the Department to determine the most adequate amount of time for each system's UAT during the initial kickoff meeting. AIR is prepared to provide additional support to the Department in the UAT processes as necessary.

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Exhibit D3.1-2: UAT Schedule for 2016–2017 New Hampshire Smarter Balanced Assessments Systems

System	UAT Period Start (AIR)	UAT Period Start (Department)	UAT Period End (Department)	System Downtime Start	System Downtime End	System Deployment
Secure Browser (Student Interface)	8/7/16	8/9/16	8/15/16	N/A	N/A	8/16/16
TIDE	8/29/16	9/6/16	9/21/16	9/24/16	10/6/16	10/6/16
TA Certification	9/19/16	9/26/16	9/30/16	N/A	N/A	10/6/16
TDS (Interim Assessments) UAT 1	9/6/16	9/19/16	9/23/16	9/26/16	10/3/16	10/18/16 (TDS Testing Window Opens)
TDS (Interim Assessments) UAT 2	10/3/16	10/3/16	10/17/16	10/10/16	10/17/16	10/18/16 (TDS Testing Window Opens for Interim Assessments)
TDS (Summative Assessments) UAT 1	1/23/17	2/6/17	2/10/17	2/14/17	2/21/17	3/14/17 (TDS Testing Window Opens for Summative Assessments)
TDS (Summative Assessments) UAT 2	2/21/17	2/21/17	2/27/17	3/9/16	3/14/17	3/14/17
ORS (Interim Assessments)	9/6/16	9/19/16	10/7/16	10/6/16	10/18/16	10/18/16
ORS (Summative Assessments)	1/23/17	2/6/17	2/27/17	N/A	3/14/17	3/14/17

*Not all systems require downtime before deployment. All scheduled system downtimes will be scheduled in timeframes agreed on with the Department.

Support Provided to Prepare the State Staff during UAT

Because the Department is already familiar with AIR's system there will be no learning curve to adapt to a new system. If new staff become involved with UAT, staff would like a refresher on UAT processes or system use and functionality, AIR introduces enhancements to the testing systems, or AIR introduces a new system altogether, AIR would be pleased to offer a broad range of support to the Department during the UAT processes. Support may include, but is not limited to

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- telephone, e-mail, or web conferencing technical support to walk Department staff through the UAT environment or examine and discuss a system issue in real time;
- drafting and posting approved verbiage to the online administrative portal to communicate systems downtime or go-live (deployment) dates;
- maintaining, with AIR and Department staff, a collaborative, version controlled, up-to-date list of identified issues and issue resolution timeframes to be discussed in agreed-on intervals (at a minimum during weekly status meetings).

AIR would be eager and available to provide additional support to prepare Department staff during UAT as it becomes necessary.

Preparation Required for Testing the Configured Software

Before any AIR system is subject to Department review in UAT, AIR software project managers and the dedicated AIR New Hampshire project team ensure preparation for UAT of each system by

- confirming system alignment with the system specifications and New Hampshire-specific configurations requested by the Department (if applicable);
- preparing and reviewing UAT documentation to include applicable test cases, expected outcomes, and appropriate login information to be distributed to the client; and
- conducting internal UAT and, if any issues arise, documenting and tracking the issues to resolution. (Outstanding issues at the time of Department engagement with UAT will be communicated, and a resolution timeframe will be provided).

AIR would be pleased to offer necessary systems training to Department staff to prepare staff for engagement with UAT.

Please refer to Exhibit D3.1-21 for a visual illustration of AIR's internal UAT preparation processes.

Documentation Available to the Testing Team for Configuration

As previously discussed, AIR will provide UAT documentation to Department staff to test cases and expected outcomes to determine alignment with system configurations requested by the Department. An example of a TIDE UAT document is included in Appendix E. AIR will also provide a template to be shared by the Department and the AIR New Hampshire project team to document and track issues discovered in UAT and their resolution. We will house this document on KnowledgeTree, a document management repository, in order to ensure version control.

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Defects Likely to be Encountered Based on Previous Experience

At the beginning of the 2016–2017 New Hampshire Smarter Balanced test administration, our TIDE user interface underwent a facelift to improve user functionality. This afforded the Department and the New Hampshire project team the opportunity to familiarize themselves with the system functionality and to discover minor system defects.

One such defect we encountered during this time was the inability for a user to download materials utilized by our Teacher Handscoring System (THSS) during this administration. User acceptance testing (UAT) revealed that the user received an error message when trying to access these materials. Our dedicated New Hampshire project team communicated with our TIDE project team in order to quickly investigate and resolve the issue to return the system to its intended functionality.

Another example of a non-functional defect we encountered during this time was that the TIDE User Guide embedded in the system did not match the TIDE User Guide that had been approved by the Department but which was not yet posted to the online administrative portal. This issue was resolved quickly and simply.

Time Frames for Investigation of Defects

AIR will immediately escalate the identification of any system defects to the appropriate systems project management team for investigation and resolution. AIR will track the issue resolution status internally and ensure that the issue resolution status is promptly communicated to the Department.

Time Frame for Defect Correction

While it is impossible to provide a definitive timeframe for defect correction in the UAT environment, the AIR New Hampshire project team and all systems project management teams will work diligently to immediately investigate the report of a system defect, whether the defect is discovered by AIR or by the Department. To ensure prompt resolution, AIR and the Department will determine appropriate methods to communicate the detection of a systems defect. Issue resolution is contingent on the detection of and immediate reporting of issues to the AIR New Hampshire project team when Department staff discover the defect. AIR will diligently adhere to all defect identification and reporting processes as decided on during the initial kickoff meeting with the Department.

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APPENDIX H – Attachment 1

BUSINESS REQUIREMENTS					
Requirement	Priority	Response	Standard	Weight	Notes
The vendor must address completely each Assessment Component bid on.	M	Yes	Standard		
Each vendor must address Reporting Component E.	M	Yes	Standard		
<p>Submission requirements</p> <ul style="list-style-type: none"> The proposal is date and time stamped before the deadline as defined in Section 2: Schedule of Events. The vendor has sent the proper number of copies with the original version of the proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: Proposal Submission, Deadline and Location Instructions. The original proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception. 	M	Yes	Standard		
System requirements and deliverables are listed in Appendix C: System Requirements and Deliverables in this RFP. The proposed vendor's solution must be able to satisfy all mandatory requirements listed.	M	Yes	Standard		
Components that constitute the vendor's proposed software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State. See Appendix E.	M	Yes	Standard		

1. BUSINESS REQUIREMENTS

	The vendor must have completed the vendor proposed software implementation for at least one (1) government clients comparable in size and complexity to the State within the last three (3) years. The specific vendor proposed software version and functionality must be described. See Appendix D and Appendix E.	M	Yes	Standard	
	The proposed Project Team must include individuals with substantial experience in statewide assessment design and administration, project management, data analysis and student privacy requirements. For the purpose of evaluating compliance with this requirement, the vendor team is permitted include subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas. See Appendix D and Appendix E.	M	Yes	Standard	
Comp. A	A. Summative Assessments in ELA and Mathematics. The English language arts (to include AI scored writing component) and mathematics assessments will be administered annually in grades 3-8.	M - if Bid On	Yes	Standard	
Comp. B	B. Summative Assessments: Science. Science assessments will be administered annually in grades 5, 8, and 11.	M - if Bid On	Yes	Standard	
Comp. C	C. Interim Assessments: ELA and Mathematics. These online assessments are to be made available for local district use at least in the same grades included in the summative assessments described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.	M - if Bid On	Yes	Standard	

1. BUSINESS REQUIREMENTS

Comp. D	D. Interim Assessments: Science. These online assessments are to be made available for local district use at least in the same grades included in the summative assessment described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.	M - if Bid On	Yes	Standard	
Comp. E	E. Reporting Portal. The reporting portal must be capable of being upgraded across time. Initially, the system must be able to organize and present assessment data in a way that is easy for all users to read and understand. The Reporting Portal should allow for differentiated access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. Assessment results must be able to be provided to parents, among others, in a timely fashion, either on line or by printed report.	M - if Bid On	Yes	Standard	
	The vendor will be responsible for the development or procurement of all items included on the components of the NH statewide summative and interim assessments for ELA, mathematics, and/or science bid on.	M	Yes	Standard	
D-1.1	Test Construction		Yes	Standard	
<i>Topic 1 Test Design</i>					
Topic 1 Test Design	Summative assessments will use a common-matrix design to support a) the reporting of student-level overall performance in terms of performance levels and scaled scores and b) the reporting of school- and district-level scores in a manner that reflects the depth and breadth of the academic standards.	M	Yes	Standard	
	Interim assessment frameworks should be based on the frameworks developed for the summative assessments.	P	Yes	Standard	

1. BUSINESS REQUIREMENTS

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RFP 2017-073 DOE New Hampshire Statewide Assessments
Appendix D

1.4 (2) Web Site Hosting, Maintenance, and Support Pricing Worksheet
Table 1.4 (2): Web Site Hosting, Maintenance, and Support Pricing Worksheet

Required						Optional		
HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	TOTAL	Year 5	Year 6	Year 7
Web Site Hosting Fee	Included in Table 1					Included in Table 1		
Technical Support and updates								
Maintenance and Updates								
GRAND TOTAL								

End User Support Plan

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Special Provisions for Pricing

AIR is bidding on all five components of the RFP and the fixed price.

- Summative ELA and Mathematics assessments in grades 3–8 will be online, adaptive tests built –using AIR’s Independent College and Career Readiness (ICCR) item banks. The online adaptive algorithm will be finalized in Year 1.
- Summative Science in grades 5, 8, and 11 will be online, fixed-form tests built using ICCR item bank Science items. These fixed-form assessments will be created each year of the contract.
- Interim ELA and Mathematics assessments in grades 3–8 will be online, fixed-form tests built by licensing an existing item bank developed to measure college and career ready skills in English language arts and mathematics and linked to the ICCR summative item bank. These fixed-form assessments will be created in Year 1.
- Interim Science in grades 5, 8, and 11 will be online, fixed-form tests built by licensing an existing item bank developed to measure college and career ready skills and three-dimensional science skills described in the K–12 Framework and linked to the ICCR summative item bank. These fixed-form assessments will be created in Year 1.
- The Reporting Portal will be available through our Online Reporting System (ORS). The Interim reports will be available through our AIRWays reporting system.

In the event of a reduction or change in the scope of work or partial termination for convenience, AIR will adjust the contract price to account for potential increases in the price of the remaining tasks occasioned by such reduction or change in the scope of work.

We assume that AIR and New Hampshire will agree on terms whereby AIR will retain ownership of all software and other AIR intellectual property (IP) developed before entering into the Contract as well as any derivations of this IP, except for items developed by New Hampshire (see Appendix E, Item Development and Release). New Hampshire will own all of its data and deliverables.

Any conflicts between the provided documents (e.g., the RFP, Terms and Conditions, and Proposal) will be resolved during negotiations.

Schedule and Contract Requirements

AIR and New Hampshire will collaborate to meet all quality standards. The format and general content for the online score reporting, data file formats, and other reports and documents will be finalized with the first operational use.

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Item Development and Release

The base costing assumed that 100% of the items will be sourced from the ICCR item bank's ELA, Mathematics, and Science item pools and a licensed bank for interim assessments. All license fees are included in our fixed prices. This is the most cost-effective option and meets all of the RFP requirements. All items will be brought to New Hampshire Content and Bias meetings for approval or rejection before being placed in the operational item pool. Rubric Validation and Data Review will be done (and paid for) by AIR.

If New Hampshire chooses to develop their own items, AIR will assist at the following rates (plus committee time, any additional copyright permissions, and optional accommodations):

- New Hampshire-owned Science clusters at \$9,500 per cluster
- New Hampshire-owned Science, ELA, and Mathematics stand-alone items at \$1,500 per item on field-test form
- New Hampshire-owned Writing prompts at \$2,544 per prompt
- Text-to-Speech (TTS) of each item at \$20 per item
- American Sign Language (ASL) of each item at \$1,600 per video
- Text-to-Braille of each item at \$100 per item

Item Release

A bank of released ICCR items currently exists, and AIR is committed to growing this released item bank each year. AIR will work with New Hampshire (and other states using ICCR items) to identify which additional items will be released each year.

License Fee: All license and necessary copyright fees are included in the Base Price.

Handscoring

The assessment will be a fully machine-scored assessment, with validation handscoring. The ELA test will include one writing prompt per student and it will be scored using the AIR AI scoring system with a 15% human read-behind.

Reporting

Pricing includes one copy of the Individual Student Report (ISR) shipped to school districts. The report will be a two-page, double-sided print ISR with a Parent Brochure. All other educator reports and interpretive guides will be housed either on the Online Reporting System or the AIRWays reporting system.

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Accommodations

All ICCR items will be tagged for Text-to-Speech accommodation. For Braille students, Text-to-Braille tagging will be performed for one form per grade. Additional online accommodations, will be provided at the prices listed above in the item development section.

For New Hampshire students who require a paper test accommodation, AIR offers a print-on-demand feature. This accommodation allows the test administrator's work station to print out items as they are administered to a student. The student can then be given the paper, and the student or a scribe enters the response. Using this system, students receive exactly the same adaptive test as students who do not require this accommodation (although some items may be excluded from the pool). This feature is available for both visual print and Braille.

Equating Verification

Costs to support an independent real-time review of the equating process, analyses, and results by an independent vendor(s) area included. Costs to pay the independent vendor(s) is additional.

Committee Meetings/Workshops

All project management meetings, committee meetings, and workshops will be held in Concord, New Hampshire. All participants will be reimbursed for travel and lodging in order to attend meetings. Reimbursement expenses include mileage, dinner, and hotel accommodations. For meeting participants (teachers or educators), either stipends or substitute coverage will be paid at \$150 per day.

Four regional trainings per year are included. Costs include the facility, refreshments, and up to two AIR staff members and two New Hampshire staff members. AIR will not responsible for any reimbursement (e.g., travel, lodging, substitute teacher payments, etc.) for participants to attend regional trainings.

During the item review meetings, New Hampshire educators will have the ability to accept or reject items.

For the TAC meeting, there will be seven TAC members. Flight, lodging and per diems are included for each TAC member. The honorarium is \$1,500 per day.

A summary of meetings is listed in Exhibit I below.

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Exhibit I: Summary of Meetings

Year	Meeting Name	Assumptions of Logistical Costs within Meeting Price					
		Per Year	Meeting	Staff	Participants	Staff	Participants
All	Kickoff / Annual Meeting						
Year 1	Test Blueprint Review Meeting	1	3	6	0	6	12
Year 1	Performance Level Descriptors (PLD) Review	1	3	6	18	6	30
Year 1	ELA Bias/Sensitivity Review	1	2	1	5	2	8
Year 1	Mathematics Bias/Sensitivity Review	1	2	1	5	2	8
Year 1	Science Bias/Sensitivity Review	1	2	1	5	2	8
Year 1	ELA Content Review	1	3	3	18	6	27
Year 1	Mathematics Content Review	1	3	3	18	6	27
Year 1	Science Content Review	1	3	3	9	6	18
All	Regional Training Workshops	4	1	2	100	2	104
All	TAC Meeting	2	2	4	7	3	14
Year 1	ELA Standard-Setting Workshop	1	3	6	15	6	27

Exhibit I: Summary of Meetings (continued)

Year	Meeting Name	Assumptions of Logistical Costs within Meeting Price					
		Meetings Per Year	Days per Meeting	NH Staff	Meeting Participants	AIR Staff	Total Participants
Year 1	Mathematics Standard-Setting Workshop	1	3	6	15	6	27
Year 1	Science Standard-Setting Workshop	1	3	6	15	6	27
Years 2-4	ELA Bias/Sensitivity Review	1	1	1	5	1	7
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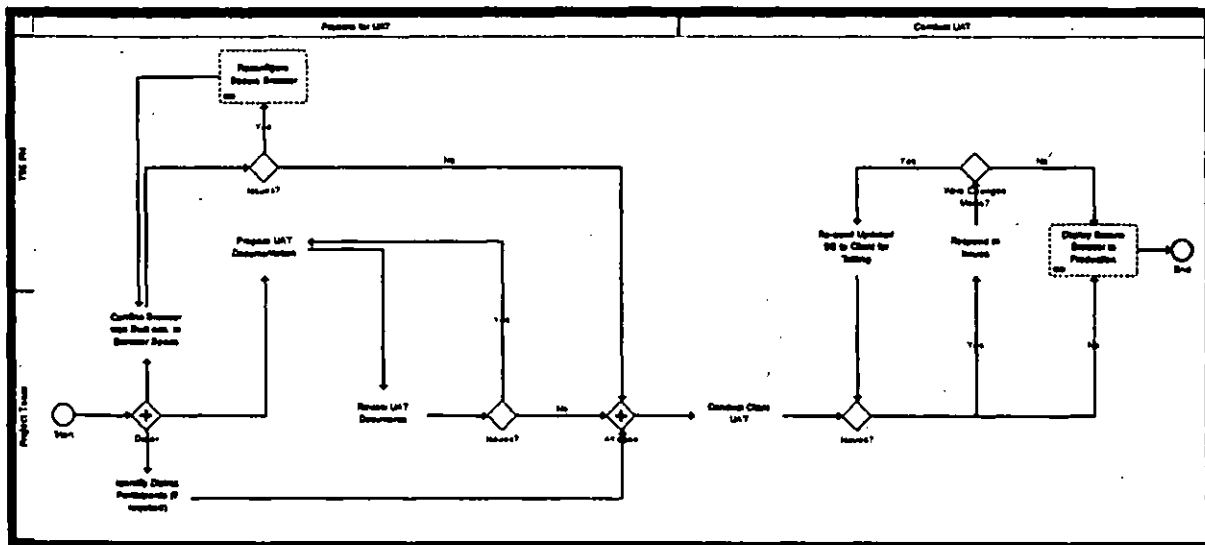
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Exhibit D3.1-2: UAT Schedule for 2016–2017 New Hampshire Smarter Balanced Assessments Systems

System	UAT Period Start (AIR)	UAT Period Start (Department)	UAT Period End (Department)	System Downtime Start*	System Downtime End*	System Deployment
Secure Browser (Student Interface)	8/7/16	8/9/16	8/15/16	N/A	N/A	8/16/16
TIDE	8/29/16	9/6/16	9/21/16	9/24/16	10/6/16	10/6/16
TA Certification	9/19/16	9/26/16	9/30/16	N/A	N/A	10/6/16
TDS (Interim Assessments) UAT 1	9/6/16	9/19/16	9/23/16	9/26/16	10/3/16	10/18/16 (TDS Testing Window Opens)
TDS (Interim Assessments) UAT 2	10/3/16	10/3/16	10/17/16	10/10/16	10/17/16	10/18/16 (TDS Testing Window Opens for Interim Assessments)
TDS (Summative Assessments) UAT 1	1/23/17	2/6/17	2/10/17	2/14/17	2/21/17	3/14/17 (TDS Testing Window Opens for Summative Assessments)
TDS (Summative Assessments) UAT 2	2/21/17	2/21/17	2/27/17	3/9/16	3/14/17	3/14/17
ORS (Interim Assessments)	9/6/16	9/19/16	10/7/16	10/6/16	10/18/16	10/18/16
ORS (Summative Assessments)	1/23/17	2/6/17	2/27/17	N/A	3/14/17	3/14/17

*Not all systems require downtime before deployment. All scheduled system downtimes will be scheduled in timeframes agreed on with the Department.

Support Provided to Prepare the State Staff during UAT

Because the Department is already familiar with AIR's system there will be no learning curve to adapt to a new system. If new staff become involved with UAT, staff would like a refresher on UAT processes or system use and functionality, AIR introduces enhancements to the testing systems, or AIR introduces a new system altogether, AIR would be pleased to offer a broad range of support to the Department during the UAT processes. Support may include, but is not limited to

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- telephone, e-mail, or web conferencing technical support to walk Department staff through the UAT environment or examine and discuss a system issue in real time;
- drafting and posting approved verbiage to the online administrative portal to communicate systems downtime or go-live (deployment) dates;
- maintaining, with AIR and Department staff, a collaborative, version controlled, up-to-date list of identified issues and issue resolution timeframes to be discussed in agreed-on intervals (at a minimum during weekly status meetings).

AIR would be eager and available to provide additional support to prepare Department staff during UAT as it becomes necessary.

Preparation Required for Testing the Configured Software

Before any AIR system is subject to Department review in UAT, AIR software project managers and the dedicated AIR New Hampshire project team ensure preparation for UAT of each system by

- confirming system alignment with the system specifications and New Hampshire-specific configurations requested by the Department (if applicable);
- preparing and reviewing UAT documentation to include applicable test cases, expected outcomes, and appropriate login information to be distributed to the client; and
- conducting internal UAT and, if any issues arise, documenting and tracking the issues to resolution. (Outstanding issues at the time of Department engagement with UAT will be communicated, and a resolution timeframe will be provided).

AIR would be pleased to offer necessary systems training to Department staff to prepare staff for engagement with UAT.

Please refer to Exhibit D3.1-21 for a visual illustration of AIR's internal UAT preparation processes.

Documentation Available to the Testing Team for Configuration

As previously discussed, AIR will provide UAT documentation to Department staff to test cases and expected outcomes to determine alignment with system configurations requested by the Department. An example of a TIDE UAT document is included in Appendix E. AIR will also provide a template to be shared by the Department and the AIR New Hampshire project team to document and track issues discovered in UAT and their resolution. We will house this document on KnowledgeTree, a document management repository, in order to ensure version control.

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Defects Likely to be Encountered Based on Previous Experience

At the beginning of the 2016–2017 New Hampshire Smarter Balanced test administration, our TIDE user interface underwent a facelift to improve user functionality. This afforded the Department and the New Hampshire project team the opportunity to familiarize themselves with the system functionality and to discover minor system defects.

One such defect we encountered during this time was the inability for a user to download materials utilized by our Teacher Handscoring System (THSS) during this administration. User acceptance testing (UAT) revealed that the user received an error message when trying to access these materials. Our dedicated New Hampshire project team communicated with our TIDE project team in order to quickly investigate and resolve the issue to return the system to its intended functionality.

Another example of a non-functional defect we encountered during this time was that the TIDE User Guide embedded in the system did not match the TIDE User Guide that had been approved by the Department but which was not yet posted to the online administrative portal. This issue was resolved quickly and simply.

Time Frames for Investigation of Defects

AIR will immediately escalate the identification of any system defects to the appropriate systems project management team for investigation and resolution. AIR will track the issue resolution status internally and ensure that the issue resolution status is promptly communicated to the Department.

Time Frame for Defect Correction

While it is impossible to provide a definitive timeframe for defect correction in the UAT environment, the AIR New Hampshire project team and all systems project management teams will work diligently to immediately investigate the report of a system defect, whether the defect is discovered by AIR or by the Department. To ensure prompt resolution, AIR and the Department will determine appropriate methods to communicate the detection of a systems defect. Issue resolution is contingent on the detection of and immediate reporting of issues to the AIR New Hampshire project team when Department staff discover the defect. AIR will diligently adhere to all defect identification and reporting processes as decided on during the initial kickoff meeting with the Department.

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APPENDIX H – Attachment 1

BUSINESS REQUIREMENTS					
	The vendor must address completely each Assessment Component bid on.	M	Yes	Standard	
	Each vendor must address Reporting Component E.	M	Yes	Standard	
	<p>Submission requirements</p> <ul style="list-style-type: none"> The proposal is date and time stamped before the deadline as defined in Section 2: Schedule of Events. The vendor has sent the proper number of copies with the original version of the proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: Proposal Submission, Deadline and Location Instructions. The original proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception. 	M	Yes	Standard	
	System requirements and deliverables are listed in Appendix C: System Requirements and Deliverables in this RFP. The proposed vendor's solution must be able to satisfy all mandatory requirements listed.	M	Yes	Standard	
	Components that constitute the vendor's proposed software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State. See Appendix E.	M	Yes	Standard	

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	The vendor must have completed the vendor proposed software implementation for at least one (1) government clients comparable in size and complexity to the State within the last three (3) years. The specific vendor proposed software version and functionality must be described. See Appendix D and Appendix E.	M	Yes	Standard	
	The proposed Project Team must include individuals with substantial experience in statewide assessment design and administration, project management, data analysis and student privacy requirements. For the purpose of evaluating compliance with this requirement, the vendor team is permitted include subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas. See Appendix D and Appendix E.	M	Yes	Standard	
Comp. A	A. Summative Assessments in ELA and Mathematics. The English language arts (to include AI scored writing component) and mathematics assessments will be administered annually in grades 3-8.	M - If Bid On	Yes	Standard	
Comp. B	B. Summative Assessments: Science. Science assessments will be administered annually in grades 5, 8, and 11.	M - If Bid On	Yes	Standard	
Comp. C	C. Interim Assessments: ELA and Mathematics. These online assessments are to be made available for local district use at least in the same grades included in the summative assessments described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.	M - if Bid On	Yes	Standard	

1. BUSINESS REQUIREMENTS

Comp. D	D. Interim Assessments: Science. These online assessments are to be made available for local district use at least in the same grades included in the summative assessment described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.	M - If Bid On	Yes	Standard	
Comp. E	E. Reporting Portal. The reporting portal must be capable of being upgraded across time. Initially, the system must be able to organize and present assessment data in a way that is easy for all users to read and understand. The Reporting Portal should allow for differentiated access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. Assessment results must be able to be provided to parents, among others, in a timely fashion, either on line or by printed report.	M - If Bid On	Yes	Standard	
	The vendor will be responsible for the development or procurement of all items included on the components of the NH statewide summative and interim assessments for ELA, mathematics, and/or science bid on.	M	Yes	Standard	
D-1.1	Test Construction		Yes	Standard	
<i>Topic 1 Test Design</i>					
Topic 1 Test Design	Summative assessments will use a common-matrix design to support a) the reporting of student-level overall performance in terms of performance levels and scaled scores and b) the reporting of school- and district-level scores in a manner that reflects the depth and breadth of the academic standards.	M	Yes	Standard	
	Interim assessment frameworks should be based on the frameworks developed for the summative assessments.	P	Yes	Standard	

1. BUSINESS REQUIREMENTS

	Test blueprints must specify the numbers of each type assessment item to be used at each grade level in each content area, depth of knowledge, the numbers of items in each eventual test form (field and operational) and the total amount of testing time.	M	Yes	Standard	
	Reading assessments may include a combination of literary and informational passages. Literary texts include fiction, literary nonfiction and poetry. Informational texts include exposition, argumentation, persuasive texts, procedural texts and documents.	P	Yes	Standard	
	Writing assessments may include a combination of narrative, informative and persuasive purposes.	P	Yes	Standard	
	The vendor must provide its plan for ensuring a high level of consistency between the summative and interim item types and blueprints with adjustments made due to time and item type constraints.	P	Yes	Standard	
Topic 1.1 Stnd. Revision	The vendor must include in proposals a plan for assessment revision aligned to updated standards in 2018-2019.	M	Yes	Standard	
	All test design items must be updated each year to align to NH academic standards in ELA, mathematics, and science. Updated test blue prints aligned to items must accompany test designs and be approved by the NH DOE.	M	Yes	Standard	
Topic 1.2 Test Admin.	The summative assessment should be designed to take approximately two hours of testing time, per content area, for the vast majority of students. The test will be loosely timed, and allow for the accommodation of additional testing time into the schedule.	P	Yes	Standard	
	Each summative assessment component should be structured to be divided into two sessions. Both test sessions should also be available to schools to administer in one day if they chose to do so.	P	Yes	Standard	

1. BUSINESS REQUIREMENTS

<p>Topic 1.3 Student Reg.</p>	<p>The vendor shall be responsible for managing the student/organization registration process. This process shall include the registration of students in private out of school district placements.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor will be able to accommodate any student in home education or private school environments that wish to participate in the assessment process by identifying their registration separate from public school student registrations for school accountability purposes.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>After the window for registration is complete, the NH DOE shall approve the registration counts. The vendor must allow the NH DOE the opportunity to review and amend registration information.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response should include a recommended timeline for the registration process (relative to the test administration window) to ensure that accurate information is captured, appropriate quality checks occur, and to allow the NH DOE a sufficient window of time to review and amend the registration information.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response should include a plan for allowing the registration of students enrolling in schools after the end of the test registration window and for students moving between schools during the testing window.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 1.4 Access & Fairness</p>	<p>The vendor's response must include a draft list of appropriate assessment accommodations separately for students with disabilities and English language learners. Accommodations listed must be supported by the most current research. The list shall describe the test accommodations and supports that allow access for students with disabilities and English learners to most fully participate in each assessment without interfering with the measurement of the constructs. Vendors shall also discuss accommodations which would threaten the validity of the assessment by interfering with the construct being measured.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	The vendor's response must detail their plans for meeting accessibility requirements. The vendor's response should address how their proposed assessment system compares to the states' current systems and explain how it will address accessibility, accommodations, and fairness – while maintaining data privacy and security.	M	Yes	Standard	
	Vendors must include a description of how students with visual impairment will access on-line assessments or be provided with other accommodation, as appropriate.	M	Yes	Standard	
	Vendors must include a description of how students unable to access online assessments will participate in the assessments.	M	Yes	Standard	
Topic 2 Item Development					
Topic 2 Item Devel.	Item Development applies to the development of items, whether used to tailor an off-the-shelf solution in response to this RFP or in a customized solution. Per NH RSA 193-C:3, III (d), "teachers shall be involved in designing and using the assessment system."	M	Yes	Standard	
	Whether custom-developed for the NH assessments or obtained from other sources, all items included on the assessments will be subject to the review processes described in the RFP.	M	Yes	Standard	
	The vendor shall describe general procedures for Item development including the use of outsourced or free-lance item writers, the use of items previously developed by the vendor, and/or the procurement of developed items from other sources. The vendor's response should include a description of how all item writers are trained on the content of the academic standards, in general, and on any specific content criteria related to the assessment component.	M	Yes	Standard	
	The vendor's response must reflect familiarity with the academic standards as well as current best practices and recommendations regarding the assessment of student achievement in each content area bid on.	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

	The vendor's response must reflect familiarity with computer-based testing and the use of a variety of item types, including technology enhanced items (TEI) to assess students' higher order cognitive skills as well as their knowledge of core ideas and concepts.	M	Yes	Standard	
	The vendor's response must discuss the procedures that will be used to ensure that all assessment components are accessible to all students. The vendor's response should address the use of Universal Design (UD), Universal Design for Learning (UDL), and the use of development protocols such as the Accessible Portable Item Profile (APIP). The vendor's response should also address how technology will be used to enhance accessibility.	M	Yes	Standard	
	The vendor's response must indicate how the security of items will be maintained throughout the development and item review process, including procedures that will be taken to ensure the secure transfer of items and item information to/from states during the development process.	M	Yes	Standard	
	If vendors believe that tasks not specified in this RFP are critical to the development of quality items and a testing program, they should identify and describe the significance of those tasks in their response.	O	Yes	Standard	
	The writing component of the English language arts assessment must include constructed response item(s) as it relates to a reading passage to be included in the students overall score. The writing component must not simply ask students to reply to a writing prompt.	M	Yes	Standard	
Topic 2.1 Item Dev. Team	The vendor will appoint an Item Development Team, as necessary, responsible for the development of items for the each Assessment Component bid on. The vendor's response will identify key personnel and describe the proposed composition of the item development team, including describing the responsibilities and time commitments of the proposed members.	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

	The vendor's response will include a description of how the specific needs of students with disabilities and English language learners will be accounted for within the proposed item development team. If the vendor proposes that a single person will fulfill multiple roles within the team (e.g., lead developer and grade level developer; developer at multiple grade levels) that must be clearly described in the vendor's response. The vendor's response must include a rationale to support the proposed composition of the item development team.	M	Yes	Standard	
	The vendor must include, as necessary, a description of the procedures, including the use of technology that will be used to facilitate interactions among the vendor's Item Development Team and the NH Instructional Support Team.	M	Yes	Standard	
	The vendor's response must describe the type, number, and duration of in-person and virtual meetings between the item development team and the NH Instructional Support Team that will be needed throughout the development cycle to produce quality items for the tests.	M	Yes	Standard	
	All costs for proposed in-person development meetings (including travel costs and lodging) must be covered by the vendor.	M	Yes	Standard	
Topic 2.2 Item Dev. & Review	The vendor shall propose and describe the process that will be used to interact with the NH Instructional Support Teams throughout the item development and review process.	M	Yes	Standard	
	The vendor's process for item development and review should reflect an understanding of the responsibilities of the NH DOE staff and NH educators and propose a process that avoids unnecessary travel, makes the most efficient use of their time, and allows sufficient turnaround time for review and approval of all items and related materials.	P	Yes	Standard	
	The vendor's plan will describe the type and number of in-person and virtual meetings that will be held during an annual development cycle.	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

	The vendor's plan should include a proposal for an initial in-person meeting between the NH Instructional Support Team for each assessment area (ELA, mathematics, science) and the vendor's Item Development Team at the beginning of the project.	M	Yes	Standard	
	The vendor will support grade-level item review committees (3-8 ELA; 3-8 mathematics; 5, 8, and 11 science) for each of the assessments proposed. The NH DOE will determine the composition of committees.	M	Yes	Standard	
Topic 2.3 Item Review Com.	The vendor will support annual meetings of the Item Review Committees that will be jointly facilitated by the NH Instructional Support Team and the vendor's Item Development Team.	M	Yes	Standard	
	The NH DOE is proposing an annual summer meeting due to the availability of educators and the timing of the meeting within the development cycle. If the vendor thinks that additional meetings of the Item Review Committee would be necessary and/or that the timing of the meetings should be changed, the vendor's response should include a proposal for an alternative meeting schedule. In particular, the vendor should indicate if they think that additional meetings will be needed during the initial year of the contract in preparation for the spring 2018 assessments.	P	Yes	Standard	
	The vendor's response should indicate the steps that will be taken to maximize efficiency throughout the item review process and, in particular, should describe how the vendor will make the most efficient use of the limited time available with the members of the Item Review Committees.	P	Yes	Standard	

1. BUSINESS REQUIREMENTS

	<p>In preparing a response, the vendor should plan on supporting the item review committee meeting with the following specifications:</p> <ul style="list-style-type: none"> • Each grade level committee will consist of 3-6 members. • Committee members will be paid a stipend of \$150 per day for participation in the summer meetings. (If the vendor proposes meetings during the school year, the stipend will be replaced by a corresponding payment to the committee members' school district for substitute reimbursement). • Representatives from NH will also attend the meeting, including the NH Instructional Support Teams (up to a maximum of three (3) people total). • The vendor will support and arrange for lodging for committee members and NH representatives. The vendor's response should presume that all participants will require 3 nights lodging for the meeting (beginning one night prior to the meeting). • The vendor will also be responsible for travel expenses (e.g., mileage, airfare) for all participants to attend any out of state meetings. • The vendor will provide breakfast and lunch each day of the meeting and be responsible for dinner expenses (\$25 per day) on days which require an overnight stay. 	P	Yes	Standard	
	<p>Meetings will be held at a hotel, conference center, or similar suitable location in NH. The meeting location may vary around the state or may be held in a central location to minimize travel requirements and expenses for committee members. The vendor will work with the NH DOE to develop a timeline to ensure that the NH Instructional Support Teams have sufficient time to review and provide feedback on all materials and items prepared for the Item Review Committee meetings.</p>	P	Yes	Standard	
	<p>The vendor will schedule an additional meeting day following the conclusion of the Item Review Committee meeting for a meeting of the vendor's Item Development Team and the appropriate NH Instructional Support Team to reconcile item feedback.</p>	P	Yes	Standard	

1. BUSINESS REQUIREMENTS

	The vendor will produce a written report documenting the meeting and recommendations within two weeks of each committee meeting.	M	Yes	Standard	
Topic 2.4 Bias Sensitivity Review Com.	The vendor will support a Bias/Sensitivity Review Committee consisting of external educators and experts recruited and selected by the NH DOE to review the content of passages, other stimuli, and test items for potential bias and sensitivity. The NH DOE will determine the composition of the committee.	M	Yes	Standard	
	The Bias/Sensitivity Review Committee meetings will be facilitated by the vendor in coordination with a representative from the NH DOE. The committee will meet in NH annually during the summer. The vendor may propose additional meetings, if necessary during the initial year of the project.	M	Yes	Standard	
	<p>In preparing a response, the vendor should plan on supporting the bias/sensitivity review committee meeting with the following specifications: The committee will consist of five (5) members.</p> <ul style="list-style-type: none"> • Committee members will be paid a stipend of \$150 per day plus travel expenses for participation in the summer meeting. (If additional meetings are proposed during the year, the \$150 stipend will be replaced by a corresponding payment to districts for substitute reimbursement for any committee members who are employed by local education agencies.) • The meeting will also be attended by a representative of the NH DOE (1 person). • The vendor will support and arrange for lodging for committee members and the state's representative attending the meeting. • The vendor will provide breakfast and lunch each day of the meeting and be responsible for dinner expenses (\$25 per day) on days which require an overnight stay. 	P	Yes	Standard	

1. BUSINESS REQUIREMENTS

	The Bias/Sensitivity Review Committee will focus on review of stimuli proposed for the development of new field test items, review of newly developed items recommended for field test, and beginning in 2018 after the initial field test, review of items recommended for inclusion in the operational item bank that have been flagged for Differential Item Functioning (DIF) analysis.	M	Yes	Standard	
	If feasible, the Bias/Sensitivity Review Committee meetings may be scheduled concurrently with the Item Review Committee. The vendor's response should propose a process that will help avoid the costs and lack of efficiency of having assessment items go through development and be flagged for bias/sensitivity (content review, not empirical DIF analyses) only after substantial investment in development effort.	O	Yes	Standard	
	The vendor will produce a written report documenting the committee meeting and recommendations within two weeks of each meeting.	M	Yes	Standard	
Topic 2.5 Content Review	The vendor must ensure that the content of all items recommended for field-testing is accurate and reflects the current state of knowledge in the appropriate field. The vendor's response must describe their methods and procedures for meeting this requirement within the item development process.	M	Yes	Standard	
	The vendor shall work in collaboration with the NH DOE to ensure all assessments adhere to current and future standards for ELA, mathematics and science. The State has begun a process for review and revision of the ELA, mathematics and science and expects to field test in the 2018-2019 school year.	M	Yes	Standard	
Topic 2.6 Item Types & Number of Items	All items on the ELA, mathematics and science assessments must be machine/AI-scorable.	M	Yes	Standard	
	Machine/AI-scorable items, however, must not limit the use of item types to traditional multiple-choice or selected-response items.	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

	The vendor's response must describe the variety of item types that could be included on the assessment components bid on, including item types that require students to generate or produce a response as well as select a response. The vendor's response must include a description of the vendor's experience with each of the item types proposed and provide access to sample items to allow the NH DOE to review proposed item formats.	M	Yes	Standard	
Topic 2.7 Number of Items	The vendor must include a proposed plan for the number of items of various types that will need to be developed for the Spring 2018 administration and subsequent operational test administrations.	M	Yes	Standard	
	The vendor should address the number of items that will be administered to an individual student as well as the total number of items that will be administered across matrix-sampled forms on each assessment component.	M	Yes	Standard	
	The vendor's response should reflect an understanding of the NH DOE's intended use of the results from each Assessment Components, the type of scores that will be reported, the plan to release items, as well as an understanding of academic standards.	P	Yes	Standard	
	The vendor's response should also reflect an awareness of the testing time and cost constraints discussed throughout this RFP.	P	Yes	Standard	
Topic 2.8 Item Release	The vendor will propose a plan for the annual release of a representative sample of test items.	M	Yes	Standard	
	The annual release of items will consist of up to 25 percent of the items (points) on a single student test form. The vendor's response should address how common items in a common-matrix design may be used to support the release of items.	P	Yes	Standard	

1. BUSINESS REQUIREMENTS

	<p>Release of items will begin with the first operational administration of the summative assessment. All item types should be represented in the release of items. The balance of item types should be proportional to their use on the assessment. Items will be released in a digital format that enables local educators to interact with the items in the same manner that the items would be encountered on the assessment. Released items will be accompanied by supporting materials including relevant item statistics, information about the knowledge and skills assessed by the item, information on how the item was scored, and information regarding correct and common incorrect responses to the item.</p>	M	Yes	Standard	
<p>Topic 2.9 Rotation of Common Items</p>	<p>The vendor will propose a plan for the rotation of common items across years. The plan should address issues related to security, item exposure, maintaining content balance, and stability of assessment forms across years. At a minimum, the proposed plan should address:</p> <ul style="list-style-type: none"> • The number (or percentage) of items that should remain in place for consecutive years. • The number (or percentage) of items that should be replaced after each test administration (including released items). • The number of years before the common items on an assessment are totally refreshed. • The maximum number of years, if any, that an item should be included in the operational test bank. 	M	Yes	Standard	
	<p>The NH Instructional Support Teams and Management Teams should have appropriate access to generate reports and/or view items and item information, as needed. The vendor's response will include a description of its existing software to meet this requirement or describe plans to develop or procure the software necessary to meet this requirement.</p>	M	Yes	Standard	
	<p>The vendor's response will describe steps that will be taken to ensure the security of the items.</p>	M	Yes	Standard	
	<p>The vendor's response will describe how items and item information developed for the NH assessments through contracts awarded by the NH DOE will be accessible by the NH DOE at the conclusion or termination of those contracts.</p>	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

<p>Topic 2.9.2 Item Use</p>	<p>The vendor will describe how the interests of the NH DOE will be assured and protected if items from other sources are included on the assessments. In particular, the vendor's response will describe:</p> <ul style="list-style-type: none"> • How items eligible for use on the NH assessments will remain secure, including any procedures in place to ensure that items are not released by other assessment programs or used for any other non-secure purposes. • How license agreements will be structured to ensure that items may be used on the NH assessments for multiple administrations. • The vendor's experience in handling any restrictions that may be placed on the use of items from other sources that would negatively impact the NH DOE. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>D-1.2</p>	<p>Solution Technology</p>		<p>Yes</p>	<p>Standard</p>	
<p>Topic 3 Technology Requirements</p>					
<p>Topic 3 Tech. Req.</p>	<p>The vendor will provide the test delivery platform, hosting site, test administration application, server, and application management services for the NH summative and interim assessments.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor will be responsible for the maintenance of the full system; including code updates and/or patches, technical support, hosting, management, coordination, and support for customer-facing administration activities.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	<p>The vendor's response must provide a full description of its proposed computer-based test administration solution. The vendor's response should address each of the following:</p> <ol style="list-style-type: none"> 1. Requirements for the use of any software (and supporting devices) should be clearly documented and explained. 2. The minimum and preferred technology infrastructure needed to support online testing should be documented and explained. 3. The technical support documents should include information about suggested computer lab configurations. 4. Information on computer-based assistive technologies should be provided to the client so that the client can determine which they may allow; data on use of these technologies should be collected. 5. Practice and training tests should be provided to allow students to become familiar with keyboarding and navigation techniques and tools that will be used during the live assessment. 	M	Yes	Standard	
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1. BUSINESS REQUIREMENTS

	<p>6. Procedures for uploading student demographic data in the online assessment system, including any necessary accessibility tools and supports, should be provided, as well as instructions and procedures for modification of enrollment data, where permitted by the client.</p> <p>7. Procedures for maintaining the security of the online testing environment should be documented.</p> <p>8. Descriptions of training protocols to be provided at the local level on the test administration procedures should be provided.</p> <p>9. In the first two years of the program, the vendor will be responsible for providing up to four (4) one-half day regional trainings on system use and test administration procedures, to be supplemented by an on-line webinar and other online training materials (e.g., slide deck from webinar, FAQ document). In subsequent years, in-person training sessions may be replaced by a series of webinars.</p> <p>10. Technical support should be available via telephone and electronically with tools such as help desk and/or email. (see additional details in the Support Center section below).</p> <p>11. Metrics for monitoring and documenting systems performance should be identified and described.</p> <p>12. Documentation should be provided regarding the capacity of the system to support the current and potential future range of item types. Provide documentation regarding the application's capacity to import and export as applicable: items, student item response data, student registration, demographics, and data regarding eligible and utilized accommodations.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p><i>Topic 4 Assessment Delivery Platform</i></p>					

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<p>Topic 4 Asmnt. Delivery Platform</p>	<p>The vendor will ensure that the assessment delivery platform provides the technical infrastructure necessary to manage and administer assessments across the state. The vendor's response will address each of the following subcomponents and functionalities:</p> <ul style="list-style-type: none"> • Administrative portal; • Test registration and scheduling; • Test administration (administrator interface); • Test delivery (student interface); • Test client; • Key-based and rule-based machine scoring; • Assessment delivery data storage; and • Student toolset (e.g., virtual calculators, protractor, ruler, notepad, highlighter). 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response will also address:</p> <ul style="list-style-type: none"> • Authentication/User Identity Management: internal user management, user authentication, role-based authorization. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response will also address:</p> <ul style="list-style-type: none"> • Logging and Audit: A centralized capability for logging, log analysis and audit support, capturing and recording all system and testing activities at sufficient detail to detect conformance and compliance issues, and track errors. Logging is also used to capture data for analytics and secondary analyses. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response will also address:</p> <ul style="list-style-type: none"> • System Monitoring and Alerting: A centralized system for monitoring all processes and systems (network, hardware, software) in the assessment system and sending alert notifications whenever behavior fall outside of nominal ranges. Also, a system for monitoring and alerting support system data and test security. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

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	<p>The vendor's response will also address:</p> <ul style="list-style-type: none"> • Common ID system: A centralized system for assigning and managing persistent, unique identifiers to all users (educators and students) of the NH assessment system. The purpose of this service is to assure the integrity of student data, including to avoid multiple creation of the same ID number, and to prevent the mismatching of students to assessment results. 	M	Yes	Standard	
	<p>The vendor will provide a detailed description of the interfaces and the System components used for processing.</p>	M	Yes	Standard	
	<p>The vendor will describe the software platform that the system operates on (code base, database, etc.). Note any third party platform components. Indicate the need for the State to purchase licenses.</p>	M	Yes	Standard	
	<p>The vendor will include details of the proposed software Solution including the database management system, licensed software suggested for data retrieval and reporting, proposed approach to developing any custom-built software components.</p>	M	Yes	Standard	
	<p>The vendor will discuss plans for anticipated future release of System software. Address any impact on System users or interfaces.</p>	M	Yes	Standard	
Topic 5 Data Exchange and Process					
Topic 5 Data Exchange & Process	<p>The vendor will provide a detailed description of the mechanism and tools included in the proposed System to enable the specified data sharing between the vendor and the State.</p> <ul style="list-style-type: none"> • Identify the type of interface/mechanism/tool and the frequency of data exchange between the State and the vendor with a full explanation of the processes involved in the exchange. • Identify the format of the data the vendor will provide. 	M	Yes	Standard	

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	<p>The vendor will provide a detailed description of how State staff will track status of the data submissions and follow to view a record of:</p> <ul style="list-style-type: none"> • Administrative actions: Login, Logout, Password reset, IP address, batch file transmission; • Data submission including user, date, time, and IP address; • Users viewing validations by date, time, file, IP address; • Users viewing completeness measures by date, time, file, IP address; • Users making corrections by date, time, file, record, element, and IP address. 	M	Yes	Standard	
	<p>The vendor will provide a detailed description of the process the State will follow to submit special requests for research. The vendor may wish to include a sample scenario with the format of returned results.</p>	M	Yes	Standard	
	<p>The vendor will describe and provide samples of the available documentation supporting the system and the asset verification service.</p>	M	Yes	Standard	
Topic 6 Data Privacy and Security					
Topic 6 Data Privacy & Security	<p>The vendor will be expected to comply with Federal laws data privacy and security that include how data are accessed, stored, and exchanged; and how the vendor's employees are managed and trained regarding data security protocols.</p>	M	Yes	Standard	
	<p>The vendor's response must detail their privacy and security plans. The vendor's response should address how the proposed solution and associated activities will employ security protocols and design features to meet the states' rigorous security needs for data encryption, identity management, data access, and redundant layers of data protection.</p>	M	Yes	Standard	

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<p>Topic 6.1 Info Tech. Stnds.</p>	<p>The vendor will provide a detailed description of how the proposed solution complies with established information technology standards. The proposed solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012). Include the following:</p> <ul style="list-style-type: none"> • A description of the degree to which the solution complies with information technology standards on the State of NH web site: http://www.nh.gov/doiit/internet/vendors.php • A description of Open Source Software • A description of Open Data Format? • A statement of compliance with privacy and confidentiality standards including HIPAA, NIST, FERPA. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p><i>Topic 7 Technical Compatibility</i></p>					
<p>Topic 7 Tech Compatibility</p>	<p>Solutions need to provide optimal performance in high-technology capability settings that have current generation computers and large bandwidth networks, but that still function without sacrificing performance in low-technology capability settings. This core principle includes a "device agnostic" approach to assessment content and assessment technology development.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>All assessment components must be designed to function comparably across a range of devices using commonly deployed web browsers, including desktops, laptops, netbooks, and tablets (9.5" or larger) running Windows, Mac, Linux, Apple iOS, Android, and Chrome operating systems.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response must describe how it will ensure and verify that its system functions comparably across a range of devices. The vendor's response should address how it will ensure that the system is not impacted by upgrades or other changes to devices or operating systems.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

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<p>Topic 7.1 Interop.</p>	<p>The vendor's response must detail their plans for ensuring interoperability. The vendor's response should address its compliance with industry-recognized, open-licensed interoperability standards and the processes and procedures used to verify and validate interoperability.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>D-1.3</p>	<p>Security and Protection of Data</p>		<p>Yes</p>	<p>Standard</p>	
<p>Topic 8 Security and Forensics</p>					
<p>Topic 8.1 Test Security</p>	<p>The vendor's response should address the following areas in general test security:</p> <ul style="list-style-type: none"> • Develop and implement a comprehensive plan to ensure the security of test items, materials, and student data throughout the assessment cycle. • Develop and implement training procedures and materials regarding test security, and confidentiality of student data and personally identifiable information • Develop protocols for the secure collection, storage and destruction of secure and confidential teacher and student information. • Develop and implement uniform policies and procedures for identifying and dealing with possible security breaches and testing irregularities. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response should address the following areas in general test security:</p> <ul style="list-style-type: none"> • Develop implement procedures to account for and protect secure materials at all stages of distribution, receipt, storage, and return. Note: This requirement has general implications, but applies specifically to paper-based test forms. • Chain of Custody for materials shipped or transported: Develop and implement policies, guidelines and sign-off procedures for State, District, and School officials to establish and document a chain of custody for hand-offs to ensure that documents are received, accounted for, and distributed and returned. • Provide a secure architecture to protect the development and administration environment from network-based attacks. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

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<p>Topic 8.2 Data Forensics</p>	<p>The vendor will apply procedures to monitor, detect, and evaluate the assessments for potential cheating, and provide documentation to the NH DOE. The vendor’s response should describe plans and procedures to provide continuous updates that capture a variety of data including but not limited to:</p> <ul style="list-style-type: none"> • Time of testing; • All student answer choices including the final choice used for scoring; • Response latency; • Tracking the movement of the examinee through the test; • Student response times; • Accessibility options used by the student; and analysis of student gains over time; and • Differential performance on common and matrix-sampled items, if applicable. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 8.3 Test Mon.</p>	<p>The vendor shall describe in detail the steps that it would take to monitor the fidelity with which the test administration and security procedures are being applied.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 9 System Security</p>					
<p>Topic 9 System Security</p>	<p>The vendor shall provide a detailed description of the security design and architectural features incorporated into the proposed system.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor shall describe the practices employed to ensure that your system and staff comply with FERPA regulations.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor shall describe the system assurance provisions incorporated into the proposed system. At a minimum, discuss the following:</p> <ol style="list-style-type: none"> a) What process or methodology is employed within the proposed system to ensure data integrity? b) To what degree does the approach rely on system assurance capabilities of the relational database management system (RDMS)? c) If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases? 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

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	<p>security testing:</p> <p>a) The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.</p> <p>b) The authorization methods used to ensure that users and client applications can only access data and services for which they have been properly authorized.</p> <p>c) The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.</p>	M	Yes	Standard	
	<p>The vendor shall discuss the company's practices pertaining to the following security testing:</p> <p>d) The methods used to ensure that communications and data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.</p> <p>e) The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.</p> <p>f) The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.</p>		Yes	Standard	
	<p>The vendor shall discuss the company's practices pertaining to the following security testing:</p> <p>g) The privacy methods used to ensure that confidential data and sensitive communications are kept private.</p> <p>h) The system maintenance methods used to ensure that unauthorized system maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.</p> <p>i) The testing methods conducted to load and stress test your system to determine its ability to withstand Denial of Service (DoS) attacks.</p>		Yes	Standard	

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	<p>The vendor shall discuss the company's practices pertaining to the following security testing:</p> <p>j) Your software patch schedule employed to protect the software from new security vulnerabilities as they arise.</p> <p>k) The ability of your system's software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating system services, etc.) thereby reducing the software's security vulnerabilities and attack surfaces available to system hackers and attackers.</p>		Yes	Standard	
Topic 10 Backup and Reporting					
Topic 10 Backup & Reporting	<p>The vendor will:</p> <ul style="list-style-type: none"> Describe the tools used for backup and recovery of applications and data. Describe the impact of the proposed backup process on the operation of the System. 	M	Yes	Standard	
	<p>The vendor will address the following:</p> <ul style="list-style-type: none"> Use of and method for logging and journalizing; Single points of failure and recommended approaches for their elimination; and Approach to redundancy. 	M	Yes	Standard	
	<p>The vendor will describe options to have the collected data stored at the vendor's site in addition to sending results along to the State. Include a proposed retention schedule.</p>	M	Yes	Standard	
Topic 11 Assurance of Business Continuity					
Topic 11 Assurance of Business Continuity	<p>The vendor shall provide a detailed description of the business continuity plan that mitigates risk to the State.</p>	M	Yes	Standard	
	<p>The vendor shall provide information on business continuity plans in the event that the hosting site becomes unavailable.</p>	M	Yes	Standard	
	<p>The vendor shall discuss plans for moving operations to a remote site if the hosting site is incapacitated.</p>	M	Yes	Standard	

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	The vendor shall discuss recovery time objectives and how the company will continue to meet federally required response metrics.	M	Yes	Standard	
	The State believes that additional software license fees solely related to redundancy for assurance of business continuity would be inappropriate. If the proposal differs from this standard, describe and provide rationale for the difference.	O	Yes	Standard	
D-1.4	Training and Support		Yes	Standard	
<i>Topic 12 User Manuals and Guides</i>					
Topic 12 Training & Support	The vendor will be responsible for providing the training and support required to ensure the administration of the NH assessments, including maintaining a support center to provide quality customer service and support to districts and schools throughout the registration, testing, and reporting cycles.	M	Yes	Standard	
	The vendor will develop test coordinator and test administrator manuals to ensure effective administration of the NH assessments.	M	Yes	Standard	
Topic 12 User Manuals & Guides	The vendor shall develop and produce an Online User's Guide. The guide shall provide technical specifications for use of the online platform used for testing. Information shall include but not be limited to: hardware specifications, proctor caching requirements if needed, student data upload process, data editing information, detailed information on the use of the assessment tools, and other technical guidelines as necessary. Thumbnail art shall be included as much as possible. Separate guides may be provided with focuses for technical and assessment staff. The guide shall be provided in PDF format for posting to NH DOE and vendor websites and in Word for use by the NH DOE in creating training and informational materials.	M	Yes	Standard	

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<p>Topic 12.1 Test Coord. Manual</p>	<p>The Test Coordinator Manual will focus on the tasks that must be completed at the district and school level, including scheduling, meeting technology requirements, student registration, accessibility, maintaining security, and the training of Test Administrators on test administration policies and procedures as well as security policies and protocols.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 12.2 Test Admn. Manual</p>	<p>The vendor shall develop and produce a TAM for each assessment per administration. The Test Administration Manual (TAM) will provide all directions needed by the test administrator to prepare for and administer the assessments, including security procedures.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The TAM shall contain general instructions for administering the assessment including, but not limited to, information about checking materials, planning testing schedules, organizing classrooms, preparation of students, use of standardized testing procedures, administering practice activities, security of materials, completing the student demographic portion of the response documents, accessibility instructions, test directions, administration of the test, assembly of materials for scanning and processing, checklists for class, school and district level procedures and information for returning materials. Thumbnail to full scale images of documents, forms, and other ancillary materials as needed with illustrations and explanatory diagrams shall be used extensively. The TAM will include scripts necessary to administer the assessments, and procedures and scripts necessary for accommodated testing outside of the assessment delivery system.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor shall review the TAM prior to each administration and revisions shall be made to reflect changes related to the program, State and/or federal guidelines. The vendor shall make these documents available in printed form and for downloading from the Internet on a secure site.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 13 Training Materials</p>					

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<p>Topic 13 Training Materials</p>	<p>The vendor will provide training and training materials to support the efficient and secure handling of materials as well as standardized administration activities. All proposed training materials and activities will be subject to NH DOE approval.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor must provide training and training materials for district/school assessment coordinators, test administrators and district/school technology coordinators. As appropriate, the training must include information about student registration procedures; administration protocols; security policies, protocols, and procedures; the assessment delivery system; and accessibility and accommodations policies and protocols. The vendor should design training modules to enhance efficiency across types of users.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>All training materials will be provided in formats that will permit them to be accessed via the internet. Posted documents must be available for viewing and downloading and must be provided in ADA compliant format.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>Training materials should for test administrators should include the opportunity to practice all steps necessary to administer the assessment, including experiencing the assessment from the student's perspective.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor will be responsible for providing annually up to four (4) one-half day regional trainings throughout NH on system use and test administration procedures, to be supplemented by an on-line webinar and other online training materials (e.g., slide deck from webinar, FAQ document). In subsequent years, in-person training sessions may be replaced by a series of webinars.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response must describe the type and amount of training that the vendor feels is necessary to ensure the administration of the NH assessments (Summative, Formative, Reporting). The vendor's response should address the type of training materials that will be used including narrated PowerPoint web presentations, WebEx or other similar webinar tool, or videos, in addition to hard copy documents.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

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	The vendor's response must propose recommended methods and procedures for ensuring that test coordinators, test administrators, and technology coordinators have accessed the relevant training materials, have participated in and completed the required training, and/or are certified to fulfill their responsibilities in administering the assessment.	M	Yes	Standard	
Topic 13.1 Teacher Directions	The vendor shall develop and produce teacher's directions for each assessment per administration. The teacher's directions shall contain specific instructions for the administration of each grade level and/or content area per assessment. The teacher's directions shall include information related to test administration including but not limited to, test security, the timing of tests and/or subtests, and the number of items on each assessment part.	M	Yes	Standard	
	A script for the administration of each content area shall be included to ensure consistent and appropriate directions are given to students to begin the test. The teacher's directions shall be reviewed prior to each administration and revisions shall be made to reflect changes related to the program. Directions shall be provided electronically.	M	Yes	Standard	
Topic 14 Practice Tests & Student Materials					
Topic 14 Practice Tests & Student Materials	The vendor shall provide practice tests for each of the Summative Assessment Components bid.	M	Yes	Standard	

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	<ul style="list-style-type: none"> • The practice tests will include all item types and/or response formats that a student may encounter during testing. • The practice tests will include all support and accessibility features and functionalities that a student will have access to during testing. • The items on the practice tests will include a range of content, depth of knowledge, and rigor. • The practice test should require approximately 30 minutes, but no more than 45 minutes, for students to complete. • Student scores on each item should be provided to students at the conclusion of the practice test. • The practice tests will be updated, as needed, to incorporate new item types, response formats, or other assessment features and functionalities. 	M	Yes	Standard	
	The vendor's response should describe written materials, online tutorials, or other supports that may be developed to ensure that students are prepared to function within the online testing environment.	M	Yes	Standard	
Topic 15 Software Implementation Training					
Topic 15 Software Implmnt. Training	<p>The vendor will provide a detailed summary of proposed training approach to include:</p> <ul style="list-style-type: none"> • Recommended training approach (instructor led vs. computer based) • Training evaluation tools • Training coordination • Description of training materials and plans for revision • Training timeline 	M	Yes	Standard	
Topic 15.1 Training & Prof. Dev.	Training and support for the NH assessments shall be provided by the vendor to NH educators as needed for each assessment component. The vendor must include in its proposal a detailed plan of action and timeline that describe how and when each of the training and support tasks will be accomplished.	M	Yes	Standard	

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<p>Topic 15.2 Tech. Director Trng.</p>	<p>The vendor shall describe its training plan for district technology directors. This training may include training on the operation and features of the online assessment system. It may include training on the physical and electronic security of assessments, system requirements for implementing the online assessment and troubleshooting of technology issues at the school or district site. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The vendor shall discuss the role NH DOE will have in previewing each training session and webinar.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 15.3 Asmnt. Admn. Training</p>	<p>The vendor shall describe its assessment administration training plans for district test coordinators and test administrators. This training may include how to sign up for the interim assessment program, as well as how to enroll students in the summative assessment. Training related to the actual test administration should also be discussed. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The vendor shall discuss the role NH DOE will have in previewing each training session and webinar.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 15.4 Asmnt. Results Trng.</p>	<p>The vendor shall describe its plans for providing educators with tools to evaluate and analyze assessment results in order to make informed instructional and programming decisions. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The vendor shall discuss the role NH DOE will have in previewing each training session and webinar.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 15.5 Online Training Support</p>	<p>The vendor shall describe its plan to provide training and customer support specific to online assessment. The description should include training with an easy to understand set of directions, including screenshots, for operating the online assessment software. The vendor may also include other beneficial training materials in its response such as e-learning modules and online tutorials for users.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>D-1.5</p>	<p>Assessment Scoring, Analysis and Equating</p>		<p>Yes</p>	<p>Standard</p>	

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<i>Topic 16 Machine Scored Items</i>					
Topic 16 Machine Scored Items	The vendor's response must include a description of their experience scoring all item types proposed for use on the NH assessments as well as a detailed description of the methods that will be used to ensure and verify the accuracy of scores from each type of item.	M	Yes	Standard	
	The vendor's response must include a description of type of information that will be collected and available to states related to scored student responses, particularly for items that require students to generate a response, make multiple selections, or have complex scoring algorithms.	M	Yes	Standard	
Topic 16.1 Automated Scoring of Student Generated Response	The vendor's response should address the current and near-term feasibility of using automated scoring to score student-generated text responses of varying lengths (e.g., single word, 1-2 sentences, paragraph, and extended essay). In addition to issues related to technical quality and accuracy of scoring, the vendor's response should address, if applicable, issues such as cost, development time required, testing time required, and impact on the breadth and depth of content coverage on the assessment.	P	Yes	Standard	
	The vendor must indicate in detail its experience in developing or using artificial intelligence (AI) software in scoring student responses. The description shall illustrate the vendor's experience with using AI scoring for each of the proposed item types, as well as limitations to the use of the vendor's artificial intelligence scoring engine for each of these item types. This includes past and current projects, the software used in each, the manner in which the vendor proposes to use its software for this assessment component, the issues that it anticipates in using its software in NH, as well as the areas in which it anticipates that its software will not be effective.	M	Yes	Standard	

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	The vendor shall describe how its AI engine functions, including how it is trained in relationship to content. The vendor shall provide its projected plans, if any exist, for improving its AI scoring capacity, including a description of why the company believes that this is a realistic goal. This description shall include specific time frames and must be considered within the context of the projected online implementation schedule of each content area in the summative assessment component.	M	Yes	Standard	
	For all constructed response items it is proposing to bring to the NH Assessment System, the vendor shall present its current procedures for development and selection of training papers for scoring of constructed response items and training of the artificial intelligence scoring system.	M	Yes	Standard	
	The vendor shall also present its plan for development and selection of training papers for scoring of constructed response items and training of the artificial intelligence scoring system for items developed specifically for NH.	M	Yes	Standard	
	The vendor shall discuss the role, if any, of NH educators in validating the rubrics and scoring of the training papers should be discussed.	O	Yes	Standard	
Topic 17 Analysis & Psychometric Support					
Topic 17 Analysis & Psychometric Support	The vendor is responsible for designing and conducting all analyses necessary to report student, school, district, and state results from the NH assessments and for ensuring that the NH assessments meet standards of technical quality for high-quality state assessments.		Yes	Standard	
	The vendor is responsible for designing and conducting all analyses necessary to provide evidence that the assessment program meets relevant U.S. Department of Education Peer Review requirements.	M	Yes	Standard	
	The vendor shall describe how the different types of scores it is proposing, individual scale scores and subscores, will be produced and verified.	M	Yes	Standard	

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	The vendor must include scores produced strictly on items which are computer-scoreable and scores produced based on a combination of the computer-scored and hand-scored items. The limitations in interpretation of both of these scores must be discussed.	M	Yes	Standard	
	The vendor shall also describe how the Interim Assessment reports will provide predictive information regarding expected performance on the summative assessment. The timeline for providing this information must be discussed.	M	Yes	Standard	
Topic 18 Calibration and Scaling					
Topic 18 Calib & Scaling	The vendor will calibrate test items and develop a scale(s) for each of the NH assessments using appropriate item response theory model(s).	M	Yes	Standard	
	The vendor's response must propose a recommended model(s) for item calibration and scaling and provide a rationale for the recommendation that includes: <ul style="list-style-type: none"> • A discussion of the benefits/advantages and limitations of the proposed model(s); • Its appropriateness for the type of items that will be included on the NH assessments; • Its appropriateness based on anticipated initial student performance on items aligned to NH Academic Standards for ELA, Math and Science; and • Its appropriateness for the type of scores that will be reported from the NH assessments. 	M	Yes	Standard	
	The vendor's response must identify the software that will be used to perform item calibration and scaling and include a description of the vendor's familiarity and experience with the software.	M	Yes	Standard	
	If the vendor is proposing the use of proprietary or open-source software, the vendor's response must include a description of the steps that will be taken to ensure and verify the accuracy and reliability of the software.	O	Yes	Standard	
Topic 18.1 Calib. Plan	The vendor's response must include a description of how items from the Spring 2018 Field Test will be calibrated and placed on a common scale.	M	Yes	Standard	

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	The vendor's response should address how a matrix-sampling test design will impact and be accounted for in the calibration process for the Spring 2018 Field Test and future operational test administrations.	M	Yes	Standard	
	The vendor's response must include a description of how embedded field-test items on operational administrations of the NH assessments will be calibrated and placed on NH assessment scoring scales.	M	Yes	Standard	
	The vendor's response must demonstrate an understanding of the NH DOE's desire to take advantage of the matrix-sampling design to produce school-level results.	M	Yes	Standard	
	The vendor's response should address the feasibility of producing independent subscales for particular domains or dimensions within each of the NH assessments.	M	Yes	Standard	
	The vendor's response must include a description of the calibration process and/or established concordance table that will align the student results on the proposed NH Summative Assessments for ELA and mathematics with the current Smarter Balanced reporting scale.	M	Yes	Standard	
Topic 19 Equating					
Topic 19 Equating	The vendor will design and conduct all analyses required to equate the NH assessments from year to year.	M	Yes	Standard	
Topic 19.1 Equating Plan	The vendor's response must include a description of how it proposes to equate the NH assessments from year to year.	M	Yes	Standard	
	The vendor's response should address how a common-matrix sample test design will factor into the equating design and also indicate the equating model that will be used.	M	Yes	Standard	
Topic 19.2 Equating Verif.	The vendor will support an independent real-time review of the equating process, analyses, and results by independent vendor(s), identified by the NH DOE.	M	Yes	Standard	
	The vendor's response will include a description of the steps that will be taken to ensure the accuracy of equating results.	M	Yes	Standard	

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	The vendor(s) will support this effort by providing the consultant(s) with the necessary data files and other materials in a timely manner during the equating process.	M	Yes	Standard	
Topic 19.3 Equating Report	The vendor will produce an annual report documenting the equating process and results. The report will be available for use by the NH DOE in evaluating and approving the results of the equating process prior to reporting.	M	Yes	Standard	
Topic 20 Assessment Evaluation					
Topic 20 Asmtn. Eval	The vendor will design and conduct all analyses required to evaluate the quality and performance of all items developed for and/or included on the NH assessments.	M	Yes	Standard	
	The vendor's response must include a description of item statistics that will be generated and other analyses that will be conducted.	M	Yes	Standard	
	The vendor's response should address how the appropriateness of items for all students will be examined and how the use of matrix-sampling may impact item evaluation.	P	Yes	Standard	
Topic 20.1 Field-Test Item Eval.	The vendor's response must include a description of the processes that will be used to generate appropriate information to support the evaluation of field test items.	M	Yes	Standard	
Topic 20.2 Operational Test Item Eval.	The vendor's response must include a description of the processes that will be used to generate appropriate information to support the evaluation of items that will be used to generate student and school scores and items that will be used to equate tests from year to year.	M	Yes	Standard	
Topic 20.3 Test Const. Eval.	The vendor will conduct analyses and provide psychometric support necessary to support the construction of technically sound test forms that meet all of the purposes and intended uses of results from the NH assessments.	M	Yes	Standard	
	The vendor's response should address how it proposes to use item statistics and information from psychometric analyses to support test construction.	M	Yes	Standard	

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	The vendor will design and conduct all analyses necessary to produce accurate results student, school, district, and state reports.	M	Yes	Standard	
Topic 20.4 Addtl. Analysis	The vendor shall describe its proposed procedures for assuring that the assessments will be scored in a reliable and valid manner. Reliable and valid scoring for subgroups must also be discussed.	M	Yes	Standard	
	The vendor shall describe its system’s capabilities in identifying unusual responses such as those that indicate abuse or potential for student self-harm and in flagging those responses on Interim Assessments for the teacher to review, and on Summative Assessments to notify the NH DOE.	M	Yes	Standard	
D-1.6	Reporting		Yes	Standard	
Reporting	The vendor is responsible for the accurate and timely reporting of results of the NH assessments.	M	Yes	Standard	
	The vendor shall describe the process it has used or will use to develop the formatting of the reports.	M	Yes	Standard	
	The reporting system should be designed to complement instruction and to facilitate the use of assessment results to improve student achievement. Reports should reflect areas of strength as well as areas that need to be targeted for instruction.	M	Yes	Standard	
	The vendor shall describe the process it has used for collecting, monitoring and reporting longitudinal growth data and provide sample reports.	P	Yes	Standard	
	Results from the first operational administration will be reported following standard setting.	M	Yes	Standard	
	Complete results from subsequent operational administrations of the NH assessments will be reported in a timely fashion at the completion of testing.	M	Yes	Standard	
	The vendor’s response must include a detailed description of the processes that will be used to ensure the production of accurate color reports at the student, school, district, and state levels, including information on quality assurance and quality control procedures that will be used to ensure and verify the accuracy of reported results.	M	Yes	Standard	

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	The vendor's response must also include a plan for the design, review, approval, and production of color reports. The plan should describe how the vendor will interact with the NH DOE throughout the design process.		Yes	Standard	
	The vendor must discuss the availability of reports in languages other than English.		Yes	Standard	
	The vendor will describe and provide examples of the various report forms distributed to students, schools, and districts. It will contain supportive information related to interpreting the test results, including but not limited to: reporting categories assessed and definitions for technical assessment terms.		Yes	Standard	
	The comprehensive interpretive guides shall be developed for use by schools and districts and shall be posted on the vendor's information portal and available electronically for the NH DOE, schools and districts to download.		Yes	Standard	
	The vendor shall collaborate in the development of the interpretive guides to ensure accurate information related to the assessment design is clearly provided. From the comprehensive guide, a smaller Parent Brochure shall be developed containing information pertinent to student level reports. The parent brochure shall be translated into one or more languages for distribution to non-English background parents as requested by the NH DOE. The parent brochure shall be distributed with the printed test scores and posted on the vendor's information portal.		Yes	Standard	
	The specifications for the interpretive guides and Parent Brochure include but are not limited to: <ul style="list-style-type: none"> • Available in electronic format that is accessible via the internet. • Include thumbnails and larger images of selected reports. • Interpretive guides are developed for the purpose of providing schools and districts with an understanding of the reports that are available. • Interpretive guides include training information for use of online reporting tools. • Parent Brochure: developed for the purpose of providing test awareness for parents and students; shall include training information for use of online reporting tools. • Parent Brochure: provided in print format on a 1:1 ratio to student reports per content area per assessment. 	M	Yes	Standard	

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Topic 21 Assessment Scores					
Topic 21 Asmnt. Scores	The vendor's response should propose and describe options for the type of additional student scores that could be supported by the proposed design of the assessment.	M	Yes	Standard	
	The NH DOE is interested in providing reporting measures that contain actionable information, such that teachers and parents can use results to connect students with targeted instructional and academic materials that meet and challenge the student's abilities, interests and learning objectives. Should the vendor propose to utilize the scores of a subcontractor that can help identify appropriate reading materials, those costs must be listed as an option.	M	Yes	Standard	
Topic 21.1 Aggregate School, District, & State Scores	In addition to aggregate student scores such as mean scaled score and the percentage of students performing at each achievement level, school and district reports should contain detailed information about performance on critical aspects of the NH academic standards.	M	Yes	Standard	
	The vendor's response should describe how matrix sampling will be used to produce reliable subscores that provide useful information and support valid inferences about school and district performance at one or more levels below overall achievement.	M	Yes	Standard	
	The vendor's response should also indicate whether such school and district scores will be reported on their own subscales which can be linked across years to allow comparisons in performance from one year to the next.	M	Yes	Standard	
Topic 22 Reports					
Topic 22 Reports	The vendor shall propose a process for the design of reports that includes participation of the NH DOE management team and the NH Content Teams.	M	Yes	Standard	
	The vendor's response shall describe the process and procedures that will be used to generate initial design specifications and concepts, to facilitate review and revision, and for the approval of report designs.	M	Yes	Standard	
	The vendor's response should address the feasibility of obtaining external feedback on proposed report designs.	M	Yes	Standard	

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Topic 22.1 Types of Reports	The vendor will be responsible for producing a variety of reports intended for use by a variety of audiences.	M	Yes	Standard	
Topic 22.2 Student Reports	The vendor will produce hard copy student reports (one per student) that will be shipped directly to schools.	M	Yes	Standard	
	The vendor will also produce a printable, digital version of the student report that may be printed by the district or school.	M	Yes	Standard	
	Topic 22.3 School, District, and State Reports: The vendor will produce school-, district-, and state-level reports in printable, digital format.	M	Yes	Standard	
Topic 22.3 School, District, & State Reports	The vendor's response will propose a system for providing schools and districts with efficient and secure access to confidential and non-confidential reports.	M	Yes	Standard	

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	<p>Examples of the school-, district-, and state-level reports to be produced include:</p> <ul style="list-style-type: none"> • Rosters providing individual student-level results at the school or classroom level (dependent upon data available). Rosters may also include item-level results for released items. • Summary aggregating results from the Roster at the school or classroom level. May include school, district, and state comparisons. • School Report Package containing information on school participation and performance including performance level results, use of accommodations, subgroup results as required by the USED and subscore results. The report may also include selected results from the released items, district and state comparisons, and comparisons with previous years. • District Report Package containing the same information as the school report aggregated at the district level. • State Report Package containing the same information as the school report aggregated at the state level. o School Summary Report providing summary participation and performance information across grade levels tested within the school. o District Summary Report providing the same information as the school summary report aggregated at the district level. o State Summary Report providing the same information as the School Summary Report aggregated at the state level. 	P	Yes	Standard	
Topic 23 Data Files					
Topic 23 Data Files	the vendor will provide the information contained in all reports in a data file in an agreed upon format that can be imported into the NH DOE and schools' reporting systems.	M	Yes	Standard	
	To the extent possible, all reports should contain embedded information to support and promote the proper interpretation and use of the results provided on the report.	P	Yes	Standard	
	The vendor will also propose the development of supplemental materials to assist in the interpretation and use of NH assessment reports by the parents and students, local educators, and the public.	M	Yes	Standard	
	Interpretive materials will be developed in digital form for web-based delivery.	M	Yes	Standard	
	Vendors may propose options for printable text materials as well as materials in other media such as videos or interactive graphics.	O	Yes	Standard	

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	The vendor will also support two in-person reporting workshops following the first two operational administrations of the NH assessments.	M	Yes	Standard	
D-1.7	Standard Setting		Yes	Standard	
Standard Setting	Student results from the NH assessments will be reported according to performance levels. Details on the number and names of performance levels will be determined during 2017-2018.	M	Yes	Standard	
	The vendor shall describe its standard setting methodology for summative and interim assessments. Use of empirical data, including summative data, as well as the any inclusion of NH educators in the process must be discussed.	M	Yes	Standard	
	The vendor's plan to ensure continuity between grade levels must be described.	M	Yes	Standard	
	Cut scores indicating the level of student performance required to attain each performance level classification will be determined in the summer following the first operational administration of the NH assessments.	M	Yes	Standard	
	The vendor shall recommend methods of validating cut scores across time, including approaches to revising as evidence indicates.	M	Yes	Standard	
	The vendor shall suggest how to approach communication with the field regarding potentially changing cut scores.	O	Yes	Standard	
	The vendor will support the NH DOE in all activities related to establishing performance standards for the NH assessments.	M	Yes	Standard	
Topic 24 Performance Levels					
Topic 24 Perf. Levels	The vendor will be responsible for proposing, organizing, and supporting a process for supporting the NH DOE in determining the number and names of performance levels appropriate for the NH assessments. Such performance levels shall be set, at a minimum, to meet federal assessment reporting requirements.	M	Yes	Standard	
	The vendor will be responsible for proposing, organizing, and supporting a process for developing appropriate performance level descriptions for the NH assessments.	M	Yes	Standard	
	The vendor's response will include a description of the processes that are proposed to determining the number and names of performance levels and then to develop appropriate performance level descriptions.	M	Yes	Standard	

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	The vendor's response should include a timeline of major activities and/or milestones in the process.	M	Yes	Standard	
	The vendor will be responsible for all costs associated with proposed meetings, including expenses, stipends and/or reimbursement costs for external panelists.	M	Yes	Standard	
	Vendors should use \$150 per day per panelist for stipends/substitute reimbursement when budgeting for these meetings.	P	Yes	Standard	
Topic 25 Cut Scores					
Topic 25 Cut Scores	The vendor will be responsible for proposing, organizing, and supporting a process for determining performance level cut scores (i.e., thresholds) on each of the NH assessments.	M	Yes	Standard	
	The vendor's response will propose a standard setting method that is appropriate for use with the NH assessments.	M	Yes	Standard	
	The vendor's response will include a rationale for the use of the proposed method and will address how the method will be applied with the matrix-sampled design of the assessments.	M	Yes	Standard	
	The vendor's response will include a description of the processes and procedures necessary to implement the proposed standard setting method.	M	Yes	Standard	
	The vendor will be responsible for all costs associated with standard setting meetings, including expenses, stipends and/or reimbursement costs for standard setting panelists.	M	Yes	Standard	
	Vendors should use \$150 per day per panelist for stipends/substitute reimbursement when budgeting for standard setting meetings.	P	Yes	Standard	
	The vendor's response should describe the role of the states in setting performance level cut scores before, during, and after any proposed standard setting panel meetings.	M	Yes	Standard	
Topic 26 Standard Setting Report					
Topic 26 Standard Setting Report	The vendor will prepare a report describing and documenting the entire Standard Setting Process. The report will be delivered in digital format no later than one month following the completion of the standard setting process.	M	Yes	Standard	

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Topic 26.1 Standard Setting Validation	The vendor's response should include a plan for conducting analyses to validate the performance standards following the second operational administration of the NH assessments.	M	Yes	Standard	
D-1.8	Reporting Portal		Yes	Standard	
Reporting Portal	The NH Assessment Reporting Portal should provide a platform that seamlessly integrates data from state summative and interim assessments, providing stakeholders with a user-friendly interface that increases access to results.	M	Yes	Standard	
	The NH DOE prefers a system that would allow users to customize particular aspects of their individual dashboard profiles. The vendor should describe the features of its Reporting Portal, including the extent to which its system includes the preferred features.	P	Yes	Standard	
	The system must be designed to allow the state access to high level information and would ideally allow students and parents to access detailed information. In addition, educators, school administrators and district administrator roles must be included. For costing purposes included in the Pricing Model, state costs for making the system operable to the educator level should be provided.	M	Yes	Standard	
	Vendors may choose to provide a separate Pricing Model for a parent portal option and a separate Pricing Model for student portal option.	O	Yes	Standard	
	The optional parent portal should provide parents with a user- friendly platform that allows them to access their child's assessment results, as well as other classroom and school information. The vendor shall indicate whether or not its system includes features for parents. The vendor shall describe the parent- related features of its dashboard system, including the extent to which its system includes the preferred features. Pricing for the parent portal should be included separately as an option.	O	Yes	Standard	
	Vendors may describe how the student portal will allow for students to customize their individual pages. Pricing for the student portal should be included separately as an option.	O	Yes	Standard	

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D-2.1	Corporate Qualifications		Yes	Standard	
<i>Topic 27 Corporate Overview (Appendix E)</i>					
Topic 27 Corp. Overview	<p>E-1.1.1 Corporate Overview Identify the proposed role of the firm on the project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of project implementation and experience in New Hampshire.</p>	M	Yes	Standard	
	<p>E-1.1.2 Financial Strength Provide at least one of the following: 1 The current Dunn & Bradstreet report on the firm; or 2 The firm's two most recent audited financial statements; and The firm's most recent un-audited, quarterly financial statement; or 3 The firm's most recent income tax return</p>	M	Yes	Standard	
	<p>E-1.1.3 Litigation Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.</p>	M	Yes	Standard	
	<p>E-1.1.4 Prior Project Descriptions Provide descriptions of no more than three (3) similar projects completed in the last three (3) years. Each project description should include: 1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome; 2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule; 3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and 4. Names and project roles of individuals on the proposed team for the New Hampshire project that participated in the project described. B287</p>	M	Yes	Standard	

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	<p>E-1.1.4.1 Components that constitute the vendor's proposed software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.</p>	M	Yes	Standard	
	<p>E-1.1.5 Subcontractor Information Vendors must provide information on any subcontractors proposed to work on this project. Required information shall include but not be limited to:</p> <ol style="list-style-type: none"> 1. Identification of the proposed subcontractor and a description of the major business areas of the firm and their proposed role on the project; 2. A high-level description of the subcontractor's organization and staff size; 3. Discussion of the subcontractor's experience with this type of project; 4. Resumes of key personnel proposed to work on the project; and 5. Two references from companies or organizations where they performed similar services (if requested by the State). 	M	Yes	Standard	
	<p>E-2 Team Organization and Designation of Key Vendor Staff Provide resumes of key personnel proposed to work on the project and an organizational chart depicting the vendor project team. This chart should identify key staff required from the vendor, any subcontractors, and the State.</p> <p>Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key vendor staff includes subject matter experts in the following areas:</p> <p>A single team member may be identified to fulfill the experience requirement in multiple areas.</p>	M	Yes	Standard	
	<p>E-2.1 State Staff Resource Worksheet Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Section A 4.2.</p>	M	Yes	Standard	

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	<p>E-3 Candidates for Project Manager Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.</p> <p>For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:</p> <ul style="list-style-type: none"> • The candidate's educational background; • An overview of the candidate's work history; • The candidate's project experience, including project type, project role and duration of the assignment; • Any significant certifications held by or honors awarded to the candidate; and • At least three (3) references, with contact information, that can address the candidate's performance on past projects. 	M	Yes	Standard	
	<p>E-4 Candidates for key vendor staff Roles Provide a resume not to exceed 2 pages for each key vendor staff position on the project team. Each resume should address the following:</p> <ul style="list-style-type: none"> • The individual's educational background; • An overview of the individual's work history; • The individual's project experience, including project type, project role and duration of the assignment; • Any significant certifications held by or honors awarded to the candidate; and • At least three (3) references, with contact information, that can address the individual's performance on past projects. 	M	Yes	Standard	
Topic 28 Vendor Experience					
<p>Topic 28 Vendor Exp.</p>	<p>The vendor shall provide the company's history, including the number of years that it has been in business, buyouts, takeovers, IPO's, bankruptcies, litigations and claims, etc. within the last five (5) years, or for that period which the firm has been in business, if less than five (5) years. Situations arising in assessed liquidated damages (LDs) must be described with their resolution, along with the amount of the LDs or provided additional services.</p>	M	Yes	Standard	

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	The description shall also identify the number of employees in the company and the company's location(s), including any presence in New Hampshire. The overall capacity of the vendor's organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be discussed.	M	Yes	Standard	
	The description shall also outline the vendor's overall position in the State assessment market, including the length of time, states served, addition/loss of states over the past five (5) years.	M	Yes	Standard	
	A general description of the vendor's capabilities and capacities related to development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities shall be included. Responses must demonstrate that the vendor meets, at a minimum, the mandatory qualifications presented at the beginning of this component.	M	Yes	Standard	
	Specific examples of the vendor's work products such as test and item specifications, items, forms, technical manuals, research reports, technical services, etc. should be identified under the relevant requirements and specifications and provided in attachments as appropriate. NH DOE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.	M	Yes	Standard	
Topic 28.1 Relevant Exp.	In tabular format, the vendor shall provide a listing and descriptions of all work in similar projects that it and its proposed subcontractors have carried out or are carrying out for other clients. The table shall include client, program name, content area, grades, administration mode (paper-pencil or computer-based), use of scoring (human and artificial intelligence), length of contract and number of students.	M	Yes	Standard	
	For computer-based testing, the vendor shall include the total number of tests administered and the highest number of on current testers. For each such project, the vendor must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax numbers, and e-mail address	M	Yes	Standard	

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	Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor Proposed Software	M	Yes	Standard	
	Components that constitute the vendor’s proposed software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.	M	Yes	Standard	
D-2.2	Project Management		Yes	Standard	
<i>Topic 29 Project Management Team</i>					
Topic 29 Mang. Team	The vendor shall provide a list of key staff, including but not limited to, the program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, technology lead, special populations consultant, scoring manager(s), production manager(s), and publication staff, as well as all staff assigned 0.20 FTE or greater to each component. Each staff member’s assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.	M	Yes	Standard	
	The vendor shall affirm in the response to this request for proposal that should the contract be awarded, all key personnel proposed shall be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.	M	Yes	Standard	
	The vendor shall assign one person to function as the Program Manager. That person must be responsible for all activities required by the project and will serve as the main contact person between the vendor and NH DOE. The Program Manager shall have the authority to make decisions and commitments on behalf of the vendor, subject to NH DOE approval.	M	Yes	Standard	

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	NH DOE requires that a Technology Consultant be identified. This individual shall be responsible for a number of tasks, including but not limited to, assisting NH DOE and the districts with the transition to assessment system; working with NH DOE information staff to ensure the accurate and efficient transfer of data to and from NH DOE; creating, defining and reviewing file layouts; providing assistance in the verification of demographic data; and assisting NH DOE and district assessment coordinators with the use of vendor websites and functionality.	M	Yes	Standard	
	NH DOE reserves the right to interview and approve all key staff including subcontractor staff. Throughout the life of this contract, and any extensions, changes to the assigned program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, special populations consultant, and technology consultant, except for those resulting from separation of services, will require prior written consent by NH DOE. In the event that NH DOE requests removal of specific vendor personnel, the vendor shall provide acceptable replacement(s) with no impact to the project. Replacement(s) shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by NH DOE.	M	Yes	Standard	
	All personnel who will work on-site at NH DOE or school sites may be required to be pre-approved for site access via a criminal background check paid for by the vendor.	M	Yes	Standard	
Topic 30 Staff Qualifications					
Topic 30 Staff Qual. & Exper.	Qualifications of all key personnel shall be presented in the vendor's proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.	M	Yes	Standard	

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	<p>NH DOE requires a psychometric team that will not only execute routine functions, but will also be able to provide a sophisticated level of expertise to guide the psychometric decisions that will need to be made and re-evaluated as the program evolves. The expectation is that the team will be able to provide psychometric options with strengths and challenges and its recommendations along with rationale. In addition, especially in the event of unexpected challenges, the team must include someone with both extensive experience and psychometric knowledge, as well as the decision-making authority to quickly address and remedy the situation.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>For all meetings involving educators, the vendor must indicate the qualifications of the facilitators. General qualifications for training and meeting facilitators must be included in the response to this request for proposals. Facilitators must be familiar with best practices, as well as state and federal laws, procedures and regulations concerning assessment. As applicable, facilitators must also be familiar with academic instruction of students and the educational and assessment landscape. Facilitators must be able to clearly articulate spoken English and create easily understood written materials and visual training aids. Facilitators must have demonstrated experience in leading large-group trainings including webinars and meetings as fit their responsibilities.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>Organizational charts, including identification of Program Manager and key personnel, for the vendor as a whole and for the NH DOE project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the vendor's departments and subcontractors, where appropriate.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor shall also describe its escalation process for resolving any vendor/client disagreements.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

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	The Program Manager directly in charge of overseeing the NH project shall be identified. This manager shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award.	M	Yes	Standard	
	Changes to the assigned Program Manager, except for those resulting from separation of services, require prior written consent by NH DOE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by NH DOE.	M	Yes	Standard	
	Qualifications of key executive personnel must be presented. A supporting resume outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.	M	Yes	Standard	
	The vendor shall fulfill this requirement and all requirements listed in Appendix E and Appendix H.	M	Yes	Standard	
D-2.3	Project Plan		Yes	Standard	
	The vendor shall describe the planned project management activities as they pertain to the three phases, planning, implementation, and operations. In addition to addressing the components listed in Appendix D2.3 Work Plan, the vendor shall provide an example of status reports prepared for another similar project. Names of the project and of any individuals involved may be removed.		Yes	Standard	
<i>Topic 31 Work Plan</i>					
Topic 31 Work Plan	proposal addressing all work offered in their proposal. The State will evaluate the proposed project Work Plan contained in the Proposal to determine how well it will serve the needs of State Project leaders.		Yes	Standard	

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	The State sees a Work Plan as essential to reaching a comprehensive agreement with a vendor. Consequently, the State will seek to refine the proposed Work Plan during contract finalization with the selected vendor and to incorporate the refined Work Plan by reference into a contract. In addition, the State will require the selected vendor to update the Work Plan in consultation with the State during the term of the project.		Yes	Standard	
Topic 31.1 Prelim. Work Plan	Provide a preliminary Work Plan for the planning and implementation phases of the engagement. The vendor's preliminary proposed Work Plan includes a description of the schedule, tasks, deliverables (with pricing), major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and vendor team members). Include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular provide information about staffing. Identify and discuss the following: <ul style="list-style-type: none"> • All assumptions upon which the work plan is based; • Descriptions of recommended roles by activity and time required for both State and vendor members of the project team; • Assignments of members of the vendor's team identified by role to specific tasks; and • Critical success factors for the project. 	M	Yes	Standard	
	The vendor Work Plans should include information pertaining to resource allocation, update frequency, financial check points and a graphic overview.	M	Yes	Standard	
Topic 31.2 Project Plan and Schedule	Proposals shall include a detailed schedule reflective of the Work Plans that describe how each of the requirements and specifications described in the proposal will be accomplished. The schedule shall at a minimum identify the tasks, subtasks, beginning date, end date and the party/functional group responsible for each step in the process. The schedule must be included as a separate attachment to the proposal.	M	Yes	Standard	

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	<p>The proposed plans and schedule shall clearly identify and include:</p> <ul style="list-style-type: none"> • Key activities related to the field (ordering of materials, receipt of materials, test dates, return of materials, demographic clean-up window, release of individual student scores, final individual student, school and district score file release, and receipt of paper reports) • Key transfer dates between the vendor and NH DOE related to development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities. 	M	Yes	Standard	
	<p>At the beginning of the project and by the beginning of each fiscal year, the vendor will develop a detailed project plan and schedule for the coming fiscal year.</p>	M	Yes	Standard	
	<p>Activities related to the development for the next year's assessment and reporting for the prior year's assessment must be clearly distinguishable from activities related to the current year's assessment.</p>	M	Yes	Standard	
	<p>Joint review of this schedule followed by NH DOE's approval for the first contract period should occur within two weeks of the contract award. The vendor and NH DOE shall mutually agree upon final dates. Joint monitoring of the schedule shall occur on an on-going basis. The vendor shall ensure that all schedule adjustments allow for final deliverable dates to be met. If necessary, timelines and schedules may be revised with prior approval of NH DOE and an executed contract amendment for all deliverables subject to liquidated damages.</p>	M	Yes	Standard	
	<p>A revision of a timeline on the part of the vendor exempts the vendor from meeting a contractual deadline only if (1) the vendor and NH DOE mutually agree upon and document through a contract amendment an extension of the deadline as executed through a contract amendment or (2) the vendor is able to prove that the deadline was not met due to NH DOE's failure to meet a contractual deadline resulting in the vendor's inability to adhere to the schedule for delivery of products and services.</p>	M	Yes	Standard	
	<p>The vendor shall alert NH DOE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date.</p>	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

	NH DOE must be notified whenever the New Hampshire contract is included in vendor's internal meetings focused on programs at-risk.	M	Yes	Standard	
	For the contract beginning after July 1, 2017, the review of the schedule should occur within the first two weeks of the initial contract. For each following contract year, by May 1, the vendor shall provide an updated detailed Work Plan and project schedule that specifies all activities leading to products or services deliverable to either NH DOE or local school districts for the following assessment year.	M	Yes	Standard	
	The development of the project plan and schedule will follow a review of the current project status and contract specifications by the vendor and NH DOE. Any foreseeable changes to contract requirements and/or costs will be discussed and agreed upon during this process and reflected in the project plan and schedule.	M	Yes	Standard	
Topic 32 Management Meetings					
Topic 32 Mngt. Meetings	The vendor will be responsible for organizing and supporting regular management meetings with the NH DOE project management team. The vendor will be responsible for costs associated with management meetings.	M	Yes	Standard	
	An initial two-day, in-person management meeting will be held shortly after the contract is awarded. Participants will include key vendor staff and State project leaders. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.	M	Yes	Standard	
	<ul style="list-style-type: none"> • Status Meetings: Participants will include project leaders from the vendor and the State. These meetings, which will be conducted at least twice monthly, will 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. 	M	Yes	Standard	
	<ul style="list-style-type: none"> • Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues. 	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

	<ul style="list-style-type: none"> • In Year 1 of the project, weekly phone calls between pertinent NH DOE staff and the vendor's Program Manager and other key vendor staff shall be held between in-person project meetings to keep NH DOE current on project status, discuss issues as they arise, and to plan upcoming activities. 	M	Yes	Standard	
	<ul style="list-style-type: none"> • Exit Meeting: Participants will include Project leaders from the vendor and the State. Discussion will focus on lessons learned from the Project and on follow-up options that the State may wish to consider. 	M	Yes	Standard	
	<p>The vendor shall include the following when describing the meeting process:</p> <ul style="list-style-type: none"> • Timing, duration, recommended participants and agenda for the kickoff meeting; • Frequency and standard agenda items for status meetings; • Availability for special meetings; and • Agenda for the exit meeting. 	M	Yes	Standard	
	<p>The State expects the vendor 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 a vendor responsibility.</p>	M	Yes	Standard	
	<p>Vendor shall submit reports in accordance with the schedule and terms of the contract. All reports shall be prepared in formats approved by the State. The vendor's project manager shall produce reports related to project management as reasonably requested by the State. Vendor shall produce project status reports, which shall contain, at a minimum, the following:</p> <ul style="list-style-type: none"> • Project status as it relates to Work Plan • Deliverables status • Accomplishments during weeks being reported • Planned activities for the upcoming two (2) week period • Future activities • Issues and concerns requiring resolution • Report and remedies in case of falling behind schedule 	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

Topic 33 Project Communication					
Topic 33 Project Comm.	The vendor will propose a communication plan to ensure effective communication among key project stakeholders.	M	Yes	Standard	
Topic 33.1 Ongoing Comm.	Communication between the vendor and NH DOE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, and other communication procedures will be at the vendor's expense.	M	Yes	Standard	
	Toll-free numbers shall be provided by the vendor for telephone communication including conference calls and webinars.	M	Yes	Standard	
	The vendor shall make all written communication or summaries of communications with any subcontractor(s) identified in this proposal available to NH DOE at its request. In addition, NH DOE expects to be able to participate during all appropriate and applicable meetings and trainings between the vendor and any subcontractor(s) identified in this proposal.	M	Yes	Standard	
Topic 33.2 Timeliness of Com.	The Program Manager shall return calls from NH DOE staff and respond to email messages within 24 hours. If the Program Manager is not available to take calls and return messages, NH DOE shall be notified in advance. In the event that the Program Manager is not available, the vendor shall notify NH DOE as to whom to contact in his or her absence, and shall provide contact information for such individual. The vendor shall confirm its agreement to meet this requirement.	M	Yes	Standard	
	The vendor's response should address any technology that will be proposed to support effective communication, any regular written communication or reports that are proposed, and processes and procedures that will be taken to monitor and evaluate the effectiveness of project communication.	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

<p>Topic 33.3 Monthly Reports</p>	<p>The vendor shall provide a monthly report that summarizes actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, work that will occur in the next month and beyond, and so forth. These reports shall be sent monthly to NH DOE by the third business day of the following month.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p><i>Topic 34 Program Improvement Plans</i></p>					
<p>Topic 34 Program Imp. Plans</p>	<p>For each phase of the program including development, production, shipping and receipt, administration (of paper- based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities, the vendor shall provide a report that addresses the relevant phase by detailing the activities completed and by providing recommendations for improvement for the next assessment cycle. The report shall also detail errors, problems and/or discrepancies by district and by school. The report will allow NH DOE to detect any patterns in the errors, problems, or discrepancies noted in the report and to use that information to clarify instructions in the Assessment Administration and/or Coordinator Manuals. This report shall be completed within one month of completing the relevant phase.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p><i>Topic 35 Risk Management and Quality Assurance</i></p>					
	<p>The vendor shall provide a detailed description of the proposed approach to timely identification and effective action on issues and risks.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>Vendors shall specifically address timeline issues, risks, and mitigation and contingency plans for all aspects of the project. These plans should include:</p> <ul style="list-style-type: none"> • Description of the proposed approach to managing risks and issues. • A sample tracking document. • Methodology to ensure that the State staff is involved in the process. • Description of known risks and proposed steps to mitigate them. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	Additional details may be provided in the response to relevant requirements and specifications. The vendor should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities of high-visibility assessments.	O	Yes	Standard	
	The vendor should submit sample risk assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This risk assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance in all aspects of delivering large-scale, statewide assessments – including test development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, and reporting.	M	Yes	Standard	
D-3.1	Implementation and Operation		Yes	Standard	
<i>Topic 36 Implementation Approach</i>					
	The vendor shall provide a detailed description of the roles and responsibilities of vendor staff and State staff during pre-implementation, implementation, and operational phases of the engagement. The description shall include the amount of time required of each staff member and when their time is needed during the implementation and operational phases of the project.		Yes	Standard	
Topic 36 Imp. Approach	The vendor shall provide one or more feasible implementation plans and user readiness. For each plan provided: <ul style="list-style-type: none"> • Identify timeframes for major milestones. • Discuss cost implications of the plan, including impact on maintenance fees; and • Address the level of risk associated with the plan. 		Yes	Standard	
<i>Topic 37 User Acceptance Testing</i>					

1. BUSINESS REQUIREMENTS

Topic 37 User Acpt. Testing	The vendor shall provide a detailed description of the support the vendor will supply to assist State during user acceptance testing of the configured System for New Hampshire.		Yes	Standard	
	<p>State staff will conduct Acceptance Testing, but support from the selected vendor is required. To define the type of support that will be provided, address the following questions:</p> <ul style="list-style-type: none"> • Describe your testing methodology and include a proposed test plan. • Include the time the State will need to complete User Acceptance Testing of a component. • Include a description of the support will be provided to prepare State staff during Acceptance testing. • Include the preparation required for testing the configured Software. • Include the documentation that will be available to the testing team for the configuration. • Include any defects likely to be encountered. This information should be based on previous experience and include metrics from other projects to support the response. • Include time frames for investigation of planned or suspected defects. • Include time frame for defect correction. • Provide a sample User Acceptance Test Plan from a completed project as an appendix. 		Yes	Standard	
D-3.2	Ongoing Operations		Yes	Standard	
<i>Topic 38 Implementation Approach</i>					

1. BUSINESS REQUIREMENTS

<p>Topic 38 Help Desk Support</p>	<p>The vendor shall provide a detailed description of support available to the State to help them with the process of uploading and receiving files and other aspects of data validation and correction. The vendor shall:</p> <ul style="list-style-type: none"> • Describe support for the State to assist with the process of uploading files and receiving files. Include hours of operation, response times, problem classification, and escalation procedures. • Describe your electronic problem tracking process and tools used. • Describe how user account management will be handled. • Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing. • Describe how are support and maintenance issues are tracked detailing methodology and if any additional software is required. • Describe process for maintenance of the general knowledge base. • Describe any particular procedures required to handle escalation and emergency calls • Detail the plan for preventive maintenance and for upgrade installations • Detail the types and frequency of support tasks required 	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p><i>Topic 39 Support Center</i></p>					
<p>Topic 39 Support Center</p>	<p>The vendor's response must describe processes and procedures used to ensure timely and accurate assistance; measures used to monitor and document the efficiency and accuracy of the service provided; expected standards for performance and customer service (e.g., wait time, quality of service); and procedures to measure customer satisfaction with the services provided.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor's response should address the processes, procedures, or systems that will be used to ensure that all interactions with districts and schools are documented and maintained in a system that allows for efficient access and review.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	<p>The vendor will provide for provide customer support to districts and schools throughout the registration, testing, and reporting cycles, with an emphasis on service provided at key periods such as registration of students and test administration.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor will guarantee that help desk staffing will increase and/or decrease based on call volume and wait time/caller. When staffing increases/decreases will be determined in consultation with and with approval from the NH DOE management team.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor will provide help desk and technical support via toll-free phone, e-mail, and/or other online methods Monday through Friday from 7:00 a.m. EST/EDT through 5:00 p.m. EST/EDT. This includes a dedicated technical support line for NH districts, schools, and state representatives.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor will provide tiered levels of customer support to district and school administrators and educators. The vendor and states will agree upon the type of questions and issues that will be addressed by the vendor, what actions the support center and other vendor staff will take to resolve and/or answer those questions and issues, and the type of questions and issues that will be forwarded to the NH DOE for resolution. Support center staff must have the ability to reopen accidentally closed tests.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The vendor will ensure that all support center staff and other vendor staff are qualified and have been trained to provide the level of support required by their position.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	<p>5. The vendor must develop a Service Level Agreement (SLA) to ensure that the system specifications, performance, and support are appropriate and acceptable. The SLA should have Level 1 (basic level), Level 2 (intermediate level), and Level 3 (technical level) services. The SLA and support processes, shall include at a minimum the following:</p> <ul style="list-style-type: none"> ● Availability; ● Reliability; ● Latency; ● Disaster recovery plan; ● Server backup plan; ● Recovery point objective; ● Issue resolution times; ● Maintenance windows; ● Service reporting; ● Support hours; ● Support contact information; ● Escalation; ● Errata notice template suitable for electronic posting and distribution (subject to state approval); and ● Change management. 	M	Yes	Standard	
	<p>The vendor must include a plan for timely electronic notification to district and school administrators and test administrators through email, posting a notice on the online system, and/or direct calling, of any issues affecting test administration.</p>	M	Yes	Standard	
	<p>The vendor must develop an errata notice template that includes a description of the issue, the timeline for resolution, and any required actions that need to be taken by district or school administrators and/or test administrators.</p>	M	Yes	Standard	
<p><i>Topic 40 Technical Reporting</i></p>					

1. BUSINESS REQUIREMENTS

<p>Topic 40 Technical Reporting</p>	<p>The vendor will produce and maintain adequate documentation of all technical processes, procedures, and analyses conducted on an ongoing basis throughout the registration, testing, and reporting cycles. One purpose of the documentation will be to enhance quality assurance and quality control. The technical documentation will be produced in a format that is accessible to the NH DOE and conveys useful information to the NH DOE about the technical quality of the assessment program.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>Topic 40.1 Technical Report</p>	<p>The vendor will design, develop, and produce an annual Technical Report that documents and provides the necessary evidence to demonstrate the quality of the technical processes and procedures related to the design, development, administration, and reporting of results from the NH assessments. As appropriate, the annual Technical Report must also provide evidence that the planned processes and procedures were implemented for the given year.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The Technical Report is one piece of evidence produced to demonstrate that each of the NH assessments and the assessment program as a whole serve their intended purposes and meet accepted professional standards for educational testing.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The NH DOE will approve the table of contents, design, and format for the Technical Report.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>The annual Technical Report will not replace or fulfill the general requirement of ongoing technical documentation of the NH Assessment Program or for task-specific technical documentation specified in this RFP.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
	<p>A final draft of the annual Technical Report will be delivered to the NH DOE no later than three months following the release of assessment results from operational assessments or three months following the completion of the administration of the Spring 2018 Field Test.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	The annual Technical Report will be delivered to the NH DOE in a digital format suitable for posting and distribution through the NH DOE website.	M	Yes	Standard	
	The vendor's response must include a Technical Report that it has prepared for a large-scale state assessment program.	M	Yes	Standard	
	If applicable, a link to a publicly available Technical Report can be provided in the vendor's response to fulfill this requirement.	O	Yes	Standard	
Topic 41 Technical Advisory Committee					
Topic 41 Technical Advisory Committee	The vendor will support two meetings per year of a NH Assessment System Technical Advisory Committee.	M	Yes	Standard	
	The vendor will be represented at the meetings by the project director, lead psychometrician assigned to the project, and additional staff as needed based on the agenda for the meeting.	M	Yes	Standard	
	The NH DOE will select members of the Technical Advisory Committee and will be responsible for facilitating all meetings of the Technical Advisory Committee.	M	Yes	Standard	
	The vendor will be responsible for all activities related to planning for the meeting and for all costs associated with the meeting and activities, including reimbursements and payments made to TAC members.	M	Yes	Standard	
Topic 42 Pricing Model					
Topic 42 Pricing Model	The vendor shall provide a detailed description of the Pricing Model for the proposed solution that addresses the following components: <ul style="list-style-type: none"> • Fixed prices; • Recurring prices; • Price per transaction; • Price per batch; • Implementation pricing; • Operations pricing; • Transition services pricing; and • Other applicable prices. 	M	Yes	Standard	

1. BUSINESS REQUIREMENTS

	The vendor shall include all components found in Appendix F. and D-5 ASSURANCE AND TRANSITION.	M	Yes	Standard	
Topic 43 Quality Control Sign-Offs					
Topic 43 Quality Control Sign-Offs	Reviews and signoffs for all deliverables shall be documented and available to NH DOE upon request. The vendor shall document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project.	M	Yes	Standard	
Topic 44 Invoices					
Topic 44 Invoices	The vendor shall submit invoices according to the procedures and requirements set forth by NH DOE. It is expected that the payment schedule for this contract will be four quarterly and one final payment for the services performed and deliverables provided during each period. The fiscal year for the State of New Hampshire runs from July 1 to June 30. The last invoice for each fiscal year must be received by June 15. The final invoice for each assessment cycle must be provided by September 1.		Yes	Standard	
Topic 45 Transition					
Topic 45 Invoices	Proposals must include an end of service transition plan detailing the transfer of relevant assessment documents and materials. An organized transition that ensures the continuity of the state assessment program is of the essence. The Transition Plan must address the transfer of materials, both pre-existing and newly developed, from the vendor to NH DOE or another vendor upon termination or expiration of the contract.		Yes	Standard	
	The vendor shall assist NH DOE with all activities required to transfer all assessment documents and materials during the transition phase. Draft transition plans shall include procedures for the transition of documents and materials.		Yes	Standard	

1. BUSINESS REQUIREMENTS

	<p>The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • Test development - all critical documents and materials used in the test development process; • Item and test specifications – all item format details, test map requirements, test blueprints, and technical reports; • Test books –all paper and electronic test booklets and electronic answer documents from previous test administrations; test maps for each form from the previous year's administration with keys and metadata; 		<p>Yes</p>	<p>Standard</p>	
	<p>The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • Passages and artwork – all photocopies of the original passages with source documentation, copies of contracts, original electronic art files and applicable permission information; • Item bank, item and test statistics – all item-level metadata and previous usage statistics, available test-level statistics, previous anchor range finding papers, rubrics, constructed-response materials such as training material protocols, previous operational and field test usage of each item year and form item position status; • Program administration - all critical documents and materials used with the test administration process; 		<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	<p>The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • General program documentation –all critical documents and materials used for general program documentation and summary reports; • Reports –sample copies of all reports provided to districts and schools; • Manuals/guides –sample copies of all guides and manuals (hard copy and electronic versions) for the operational test administrations, and copies of all electronic materials posted on the state website during the operational test administration; 		<p>Yes</p>	<p>Standard</p>	
	<p>The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • Scoring information - all critical documents and materials used in the scoring process; • Scoring/reporting specifications – all documentation regarding scoring rules, aggregation rules, roll-up algorithms, and tables used to calculate student, school, district, and state results; • Psychometric and related assessment information required for the program - all critical documents and materials used for psychometric analyses and related procedures; • Professional development – all critical documents and materials used for professional development; 		<p>Yes</p>	<p>Standard</p>	

1. BUSINESS REQUIREMENTS

	<p>The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • Editing Specifications – all documentation that outlines how the state would like answer documents edited during the scanning process • Equating data files –all documentation that outlines layouts for files including item statistics, master file, pre-id, school/district score data and state-level score data; • Performance scoring specifications – all training papers, anchor sets, calibration papers, rubrics, and constructed-response scoring rules; previous year's score distributions for each item and historical reader agreement rates; 		Yes	Standard	
	<p>but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • Technical reports and other validity and reliability reports - all electronic copies of past technical reports produced by the previous vendor and electronic copies of any other reports that discuss the validity or reliability of the assessments; • Project plan - all documents that outline the tasks/deliverables and corresponding schedule for those tasks/deliverables; 		Yes	Standard	
	<p>The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • Schedules - all previous project schedules containing dates/durations for the following tasks: • Developing items, forms, and materials • Enrollment and pre-identification • Receiving and scanning • Scoring and reporting 		Yes	Standard	

1. BUSINESS REQUIREMENTS

	<p>The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):</p> <ul style="list-style-type: none"> • Packaging specifications - all documentation concerning packaging algorithms and shipping points; and • Print specifications - all spreadsheets detailing print specifications for test booklets, scannables, answer documents, labels, envelopes, and manuals. 		Yes	Standard	
	<p>Draft Transition Plans shall include procedures for the transition of documents and materials related to the following:</p> <ul style="list-style-type: none"> • Program administration - The vendor shall ensure that all critical documents and materials used with the test administration process are transferred efficiently between NH DOE and/or vendors. • Test development - The vendor shall ensure that all critical documents and materials used in the test development process are transferred efficiently between NH DOE and/or vendors. 		Yes	Standard	
	<p>Draft Transition Plans shall include procedures for the transition of documents and materials related to the following:</p> <ul style="list-style-type: none"> • Scoring information - The vendor shall ensure that all critical documents and materials used in the scoring process are transferred efficiently between NH DOE and/or vendors. • Psychometric and related assessment information required for the program - The Vendor shall ensure that all critical documents and materials used for psychometric analyses and related procedures are transferred efficiently between NH DOE and/or vendors. 		Yes	Standard	

1. BUSINESS REQUIREMENTS

	<p>Draft Transition Plans shall include procedures for the transition of documents and materials related to the following:</p> <ul style="list-style-type: none"> • General program documentation – The vendor shall ensure that all critical documents and materials used for general program documentation and summary reports are transferred efficiently between NH DOE and/or vendors. • Professional development – The vendor shall ensure that all critical documents and materials used for professional development are transferred efficiently between NH DOE and/or vendors. 		Yes	Standard	
	<p>The vendor must describe the process for the safe handling of State data during the transition phase.</p>		Yes	Standard	

1. BUSINESS REQUIREMENTS

APPLICATION REQUIREMENTS					
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Our system is APIP compliant and validates against the QTI/APIP 2.2 standard.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.3	Enforce unique user names.	M	Yes	Standard	
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M	Yes	Standard	
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	
A2.8	Provide the ability to limit the number of people that can grant or change authorizations		Yes	Standard	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.		Yes	Standard	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	

2. APPLICATION -SOFTWARE

	Requirement Description	Criticality			
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	
A2.13	All logs must be kept for 120 days	M	Yes	Standard	
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	
A2.16	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A2.19	Utilize change management documentation and procedures	M	Yes	Standard	

2. APPLICATION -SOFTWARE

TESTING					
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL Injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	

3. TESTING

T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field)	M	Yes	Standard	We employ a third party penetration testing firm to independently audit our testing platform to identify any security vulnerabilities or risks.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Appendix G.	M	Yes	Standard	
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Appendix G.	M	Yes	Standard	
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	

3. TESTING

HOSTING-CLOUD REQUIREMENTS						
OPERATIONS						
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.9875%	M	Yes	Standard		
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard		
H1.3	The Data Center must be physically secured – restricted access to the site to personnel w	M		Standard		
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard		
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard		
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard		
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard		
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard		
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard		
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard		
DISASTER RECOVERY						
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard		
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard		
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard		
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or system failure.	M	Yes	Standard		
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard		
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard		

4. HOSTING-CLOUD REQUIREMENTS

Req. #	Requirement Description	Criticality	Yes	Standard	
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M			
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H3.10	The Vendor 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.	M			
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard	

4. HOSTING-CLOUD REQUIREMENTS

Req #	Requirement Description	Class	Yes	Standard	
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes	Standard	
H4.6	The Vendor shall conform to the specific deficiency class as described: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only 	M	Yes	Standard	
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms 	M	Yes	Standard	
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	

4. HOSTING-CLOUD REQUIREMENTS

Item #	Description	Criticality			
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	

4. HOSTING-CLOUD REQUIREMENTS

SUPPORT & MAINTENANCE REQUIREMENTS					
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Yes	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard	
S1.6	The Vendor 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.	M	Yes	Standard	

5. SUPPORT & MAINTENANCE

Item	Requirement Description	Criticality			
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by:	P	Yes	Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	
S1.11	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	M	Yes	Standard	
S1.12	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
S1.13	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
S1.14	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	

5. SUPPORT & MAINTENANCE

PROJECT MANAGEMENT					
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	Yes	Standard	Delivered via KnowledgeTree, our proposed online document management repository.

6. PROJECT MANAGEMENT

FERPA REQUIREMENTS				
FERPA REQUIREMENTS				
	<p>Family Educational Rights and Privacy Act of 1974, as amended (FERPA, 20 U.S.C. 1232g; 34 CFR Part 99) – FERPA is a federal law that protects student and family privacy. It gives parents and students age 18 and over the rights to view the student’s record and apply to amend it. It also requires education agencies to restrict access to the records by only authorized persons and prevent against inappropriate disclosure.</p>	M	Yes	

FERPA ACKNOWLEDGEMENT

	<p>Under FERPA, no private or confidential data will be released except under the following circumstances as stated in 34 CFR Part 99 Final Regulations for FERPA:</p> <ol style="list-style-type: none"> 1. To teachers and officials of the district in which the student is enrolled when the determination has been made that there are legitimate educational interests, under Section 99.31(a)(1). 2. To school and district personnel when a student is seeking to enroll, under Section 99.31(a)(2). 3. To comply with a lawfully issued subpoena or court order, under Section 99.31(a)(9)(i). 4. To educational officials in connection with an audit or evaluation of a federal or state supported education program, under Section 99.32(c)(3). 5. To appropriate parties in connection with an emergency if such knowledge is necessary to protect the health and safety of the student or other individuals, under Section 99.36(a). In cases of health or safety emergency, the request for release must first be directed to the school district that owns the data. The data 	<p>M</p>	<p>Yes</p>	
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	<p>Federal Education Rights to Privacy Act (FERPA) Access Procedures Student data will be disclosed only on the conditions that: (1) the party to whom the data are released does not disclose the information to any third party without the prior written consent of the authorized person within New Hampshire DOE, the company who provided the student assessment data (if assessment data are being disclosed), or the school district that owns the data; (2) the data are protected in a manner that does not permit the personal identification of an individual by anyone except the party referenced in the disclosure; and (3) the data are destroyed when no longer needed for the purposes under which the disclosure was granted.</p>	<p>M</p>	<p>Yes</p>	
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	<p>Information requests from the press, researchers, and the general public are fairly common in most school systems and state education agencies. In this regard, the FERPA statute provides that an education agency or institution may not have a policy of disclosing education records or personally identifiable information from education records, without prior consent from the parent or eligible student, unless it is considered directory information or falls under one of the other consent exceptions contained in the law (20 U.S.C. §1232(g)(b)(1)). (For exceptions to consent guidelines, see Disclosure of Student Information.) Agencies should determine whether requests for data meet these exceptions on a case-by-case basis. Nothing in FERPA prohibits a school from disclosing information in aggregate, or in another form that is not personally identifiable. Personally identifiable information includes:</p> <ul style="list-style-type: none"> • the student's name; • the name of the student's parent or other family member; • the address of the student or student's family; • a personal identifier, such as the student's social security number or student number; • a list of personal characteristics that would 	<p>M</p>	<p>Yes</p>	
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	<p>In circumstances that may lead to the identification of an individual, the disclosing education agency or institution must ensure that student-level information is not personally identifiable by removing the student's name and ID number, as well as any "personal characteristics" and "other information that would make the student's identity easily traceable." This includes, but is not limited to, such factors as physical description (race, sex, appearance, etc.); date and place of birth; religion and national origin; participation in sports, clubs, and other activities; academic performance; employment; and disciplinary actions or criminal proceedings. "Other information that would make the student's identity easily traceable" may also exist in the form of small cell sizes in aggregated or statistical information from education records.</p>	<p>M</p>	<p>Yes</p>	
	<p>In cases where personal information cannot be removed, school officials must secure written parental consent before disclosing the data to outside organizations. The required consent form should specify:</p> <ul style="list-style-type: none"> • the records that may be disclosed; • the purpose of the disclosure; and • the identity of the party or class of parties to whom the disclosure may be made. <p>[34 CFR § 99.30(b)]</p>	<p>M</p>	<p>Yes</p>	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073**

APPENDIX G - RFP

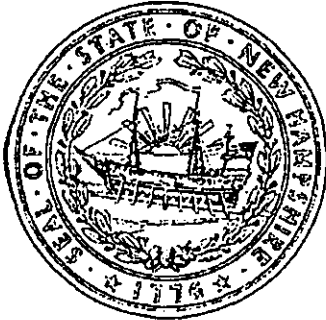
State of New Hampshire
Department of State

CERTIFICATE OF REGISTRATION OF
AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES
A FOREIGN NONPROFIT CORPORATION

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES for a Certificate of Registration to transact business in this State, duly signed pursuant to the provisions of Voluntary Corporations and of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Registration to AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES to transact business in this State under the name of AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES and attaches hereto a copy of the Application for such Certificate.

Business ID#: 717063



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of October, 2014 A.D.

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

William M. Gardner
Secretary of State

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES</p> <p>2 Business name/disregarded entity name, if different from above AMERICAN INSTITUTES FOR RESEARCH</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions codes apply only to certain entities, not individuals, see instructor's on page 3! Exempt payee code (if any) 1 Exemption from FATCA reporting code (if any) A <small>(Article in instructions pertains only to the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) 1000 THOMAS JEFFERSON STREET, NW</p> <p>6 City, state, and ZIP code WASHINGTON, DC 20007</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 30%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 30%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-																
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="border: 1px solid black; text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">5</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">9</td> <td style="width: 10%; text-align: center;">6</td> <td style="width: 10%; text-align: center;">5</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">9</td> </tr> </table>	Employer identification number										2	5	-	0	9	6	5	2	1	9
Employer identification number																				
2	5	-	0	9	6	5	2	1	9											

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Mina D. Binner</i>	Date ▶ <i>January 4, 2017</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments, information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct for you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE

(Corporation With Seal)

I Dona M. Kilpatrick, Secretary of the American Institutes for Research in the Behavioral Sciences, do hereby certify that: (1) I am the duly elected and acting Secretary of the American Institutes for Research in the Behavioral Sciences, a Pennsylvania corporation (the "Corporation"); (2) I maintain and have custody and am familiar with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 30th day of October, 2006, which meeting was duly held in accordance with Pennsylvania law and the by-laws of the Corporation:
(State of incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the President (and Secretary) (and Contract Officer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below.

David Myers President
Nilva da Silva Contract Officer
Dona Kilpatrick Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal on the 31 day of July, 2017

Dona M. Kilpatrick
Secretary



STATE OF District of Columbia
COUNTY OF N/A

On this the 31 day of July, 2017, before me, Carlton Heflin, the undersigned,

personally appeared Dona M. Kilpatrick, who acknowledged her/himself to be the Secretary of American Institutes for Research in the Behavioral Sciences, a corporation, and that she/he as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Carlton Heflin
Notary Public/Justice of the Peace

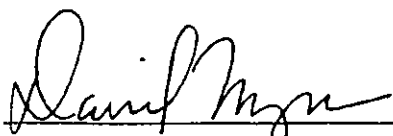


My Commission expires:
CARLTON HEFLIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires January 31, 2020

Contract Officer Warrant Delegation

As President and CEO of the American Institutes for Research in the Behavioral Sciences (AIR), I hereby delegate to Joseph Wagner, Senior Director of Contracts and Grants, authority to sign on behalf of AIR, any commercial or government grant, contract, subcontract or modification of awards made to AIR. For this delegation to be effective, the Senior Director of Contracts and Grants agrees to solemnly affirm the responsibility to uphold and protect AIR's fiduciary interests in its business affairs in full compliance with established corporate policies and procedures and applicable statutory rules and regulations.

This Warrant shall remain in effect until written notice of its amendment or rescission.

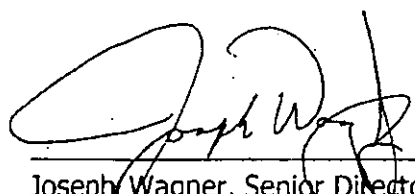


David Myers, President and CEO

2/18/15

Date

I hereby solemnly affirm the delegated responsibility to uphold and protect AIR's fiduciary interests in its business affairs in full compliance with established corporate policies and procedures and applicable statutory rules and regulations.



Joseph Wagner, Senior Director
Office of Contracts and Grants

2/18/15

Date



AMERINS-01

NCHANDUVI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2017

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 have ADDITIONAL INSURED provisions or 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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED American Institutes for Research 1000 Thomas Jefferson Street NW Washington, DC 20007-3835	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company A+ (XV)		19682
	INSURER B: Hartford Casualty Insurance Company (XV) A+		29424
	INSURER C: Hartford Accident and Indemnity Company (XV) A+		22357
	INSURER D: Illinois National Insurance Company		23817
	INSURER E:		
INSURER F:			

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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. 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 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		42JUNNN7022	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		42JUNNN7022	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		42RHUNN7868	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	42WBCK6903	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		018779796	09/30/2016	09/30/2017	Per Claim/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 30-day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education
 101 Pleasant Street
 Concord, NH 03301

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

AIR Boards of Directors

Name	Role	Affiliation
Patricia B. Gurin	Board Chair	Professor of Social Psychology, University of Michigan
Lawrence D. Bobo	Board Vice Chair	W. E. B. Du Bois Professor of the Social Sciences, Harvard University
Greg Baroni	Board Member	Chairman and Chief Executive Officer, Attain
Robert F. Boruch	Board Member	University Trustee Chair Professor; Professor of Education and Statistics, University of Pennsylvania
Nancy E. Cantor	Board Member	Chancellor, Rutgers University - Newark
Edward Hamburg	Board Member	Venture Partner, Morgan Stanley Private Equity
Sara Kiesler	Board Member	Hillman Professor of Computer Science and Human-Computer Interaction, Carnegie-Mellon University
Delano Lewis	Board Member	Former U.S. Ambassador to South Africa and Past President and CEO of National Public Radio
Andrew Liakopoulos	Board Member	Principal, Human Capital Practice, Deloitte Consulting LLP
Kathy McKinless	Board Member	Former Partner, Coordinator of Audit Services, KPMG LLP
Manuel Pastor	Board Member	Professor, Sociology/American Studies & Ethnicity Director, Program for Environmental & Regional Equity University of Southern California
Sol H. Pelavin	Board Member	Former President and Chief Executive Officer American Institutes for Research
David Myers	Board Member	President and Chief Executive Officer American Institutes for Research

<http://www.air.org/page/board-directors>