



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

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

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

February 4, 2015

Retroactive

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

REQUESTED ACTION

Authorize the Department of Education to **retroactively** amend a contract with RMC Research Corporation (RMC), Portsmouth, NH (vendor code 175710), by extending the project period end date from January 1, 2015 to May 15, 2015, to assist the Department in facilitation, communication and community engagement support. The original contract was approved by Governor and Council on June 18, 2014 (Item 156). This amendment would be a no cost extension. 100% Other Funds

EXPLANATION

The Department is requesting that this contract be approved **retroactive** to January 1, 2015, due to additional time needed to complete the necessary work. Work such as the development of a white paper and the implementation of a statewide meeting had to be delayed in order to gather more information about what is needed and to engage in appropriate planning. Additionally, a few of the expected timelines were deferred to allow for better participation of the public, staff and policymakers.

In the event Other Funds no longer become available, General Funds will not be requested to support this project.

Respectfully submitted,

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

VMB:hg:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and RMC Research Corporation (RMC), hereinafter "the Contractor", and, pursuant to an agreement between the parties that was originally approved by Governor and Council on June 18, 2014 (Item #156) hereby agree to modify the existing agreement as follows:

1. Modify the project period, with a no cost extension, by extending the project end date to May 15, 2015
2. All other provisions of the contract shall remain in effect.
3. This modification shall be effective upon Governor and Council approval for the period of January 1, 2015 through May 15, 2015.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)
Commissioner's Office

By: Viggo M. Barry
Commissioner of Education

RMC Research Corporation
Name of Corporation (Contractor)

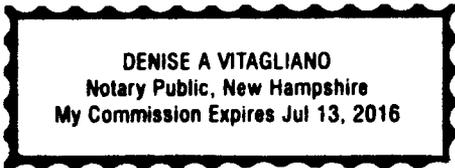
By: Everett Barnes, Jr. President
Signature, Title

STATE OF New Hampshire

County of Rockingham

On this the 20th day of January, 2015 before me, Denise Vitagliano, the undersigned officer, personally appeared Everett Barnes, Jr. who acknowledged himself/herself to be the President of RMC a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Everett Barnes, Jr.

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



Denise Vitagliano
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 2-1 day of Feb, 2015.

Division of Attorney General Office
By: [Signature]

Approved by the Governor and Council this _____ day of _____, 2015

By: _____

WILLIAMSON COUNTY, MISSOURI
RECORDED IN BOOK 100, PAGE 100
MAY 10 1880



RMC Research Corporation
1000 Market Street, Building 2
Portsmouth, NH 03801-3306

Phone: 603.422.8888; 800.258.0802
Fax: 603.436.9166
www.RMCResearchCorporation.com

I, Everett Barnes, Jr., President and M. Christine Dwyer, Senior Vice president of RMC Research Corporation, organized and existing under the laws of the State of Maryland, hereby certify that the following is a true copy of a resolution adopted at a meeting of the Board of Directors of said corporation, duly held on the 20th of January, 2015.

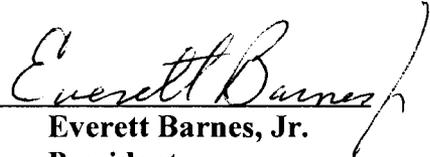
CORPORATE RESOLUTION

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 Vice President) (and the Treasurer) (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;

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of RMC Research Corporation the 20th of January, 2015.


Everett Barnes, Jr.
President

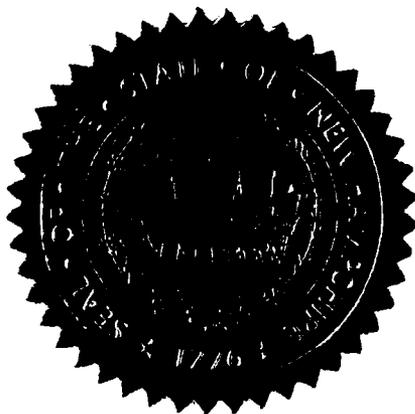

M. Christine Dwyer
Senior Vice President



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 RMC RESEARCH CORPORATION a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on November 15, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

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

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

PRODUCER People's United Ins. Agency NH 501 Islington Street 3rd Fl. Portsmouth, NH 03801	CONTACT NAME: Laurie McIntire	
	PHONE (A/C, No, Ext): 603-427-7529	FAX (A/C, No):
E-MAIL ADDRESS: laurie.mcintire@peoples.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ohio Casualty Insurance Company		24074
INSURER B : Peerless Insurance Company		24198
INSURER C : Ohio Security Insurance Co		
INSURER D :		
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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	[REDACTED]	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Blanket Addl Insured <input type="checkbox"/> Per Written Contract					PERSONAL & ADV INJURY \$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
						\$
C	AUTOMOBILE LIABILITY		[REDACTED]	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		[REDACTED]	07/01/2014	07/01/2015	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	[REDACTED]	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Proprietors/Partners/Executive Officers/Members Excluded:
 Everett Barnes, Jr., President
 Christine Dwyer, Senior Vice President

CERTIFICATE HOLDER NH Department of Education 101 Pleasant St 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 <i>Laurie McIntire</i>
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PN 150



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

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

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

May 21, 2014

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

REQUESTED ACTION

1. Authorize the Department of Education to enter into a contract with RMC Research Corporation (RMC), Portsmouth, NH (vendor code 175710), in an amount not to exceed \$45,405.50, pending receipt of funding for FY 15, for the period effective June 4, 2014, or the date of Governor and Council approval, whichever is later, through January 1, 2015, to assist the Department in facilitation, communication and community engagement support. 100% Other Funds

Funding is available in the account entitled Academic Performance Assessment, with the authority to adjust encumbrances in each of the State fiscal years if needed and justified, as follows:

	<u>FY 14</u>	<u>FY 15</u>
06-56-56-565010-60390000-073-500581 Grants Non-Federal	\$ 8,000.00	\$37,405.50

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

The Department of Education is committed to providing assistance to educational stakeholders around understanding the New Hampshire College- and Career-Ready Standards in mathematics and English language arts and competency education. A Request for Proposals was posted on the Department website Monday, March 10, 2014 with the deadline for receipt of proposals being Monday, March 24. The Department was seeking an individual or entity to assist the department in building a transparent communication and evaluation plan, including the preparation of a white paper and the facilitation of regional and leadership meetings. A successful RFP would include how the following priorities will be addressed:

Her Excellency Governor Margaret Wood Hassan
and the Honorable Council
May 21, 2014

Priority 1: Conduct research and develop a written report on the progress of the Department's efforts around implementing competency education and supporting college- and career-ready standards to include policy recommendations for moving the work forward with tangible next step actions

Priority 2: Serve as a meeting planner and facilitator for a series of meetings

Priority 3: Assist in the creation of a robust communication and collaboration plan related to the implementation of the NH College- and Career-Ready Standards in mathematics and English language arts

Priority 4: Conduct an evaluation on the Department's efforts to provide support around the implementation of standards and competencies, which must include specific recommendations for the creation of feedback loops to actively gather input and expertise from key stakeholders

One proposal was received. It was reviewed and rated by an evaluation team consisting of the Deputy Commissioner and Director, Division of Educational Improvement. Attached is a rubric for the applicant and their score based on this review. The team recommended this organization.

The Department would like to contract with RMC to implement the four priorities listed above. RMC is a national leader in program research and evaluation, professional development, consultation and product development. From small studies to multi-year projects, they support national, state and local clients who serve schools, families and communities. They have the extensive experience and expertise to successfully carry out the project.

In the event Other Funds no longer become available, General Funds will not be requested to support this project.

Respectfully submitted,


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

VMB:hg:emr

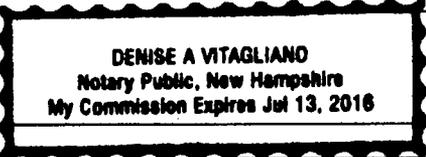
Subject: Facilitation, Communication & Community Engagement Support - College FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name RMC Research Corporation		1.4 Contractor Address 1000 Market St., Bldg. 2, Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-422-8888	1.6 Account Number see Exhibit B	1.7 Completion Date January 1, 2015	1.8 Price Limitation \$45,405.50
1.9 Contracting Officer for State Agency Heather Gage, Director, Division of Educational Improvement		1.10 State Agency Telephone Number 603-271-5992	
1.11 Contractor Signature <i>Everett Barnes, Jr.</i>		1.12 Name and Title of Contractor Signatory <i>Everett Barnes, Jr. President</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>ROCKINGHAM</u> On <u>05-12-2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>D Denise A Vitagliano</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Denise A. Vitagliano - Notary - administrative assistant</u>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., 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) By: <i>[Signature]</i> On: <u>6/2/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Facilitation, Communication and Community Engagement Support

New Hampshire's Improving Student Learning at Scale Grant

Contractual Services

NAME	Significance of Proposal – A narrative detailing the proposed approach for meeting the priorities.	Quality of Services to be Provided – A work plan detailing the key deliverables to be achieved, a timeline of expected delivery and an itemized budget against the priorities.	Content Knowledge, A letter of interest detailing professional and education qualifications and experience as related to the minimum requirements.	Total (Out of 100)
RMC Research Corporation	(50 points)	(30 pts)	(20 pts)	89

Scoring Rubric

Please add comments as necessary to explain the score provided.

- No further comments.

The people responsible for the review of the proposal include the following individuals: Paul Leather, Deputy Commissioner; Heather Gage, Director, Division of Educational Improvement

The role of the reviewers was advisory in nature. The reviewers scored the application and provided recommendations to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision to bring forward for G&C approval.

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials EB
Date 5/12/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

RMC Research Corporation will provide the following services to the New Hampshire Department of Education from June 4, 2014, or the date of Governor and Council approval, whichever is later, through January 1, 2015:

Priority 1: Provide requested technical assistance to the Department of Education (DOE) in the creation of a White Paper, which articulates the DOE's efforts in implementing competency based education and College-and-Career Ready Standards. This support shall include:

- Meet with DOE staff to outline white paper
- Conduct Key Informant Interviews
- Document Review
- Draft of Document; Editing/Design
- Production of Final Copies of Document

Priority 2: Provide requested meeting facilitation and planning for four distinct work environments to include:

- Guide a State Leadership Team through a series of 6 work sessions to plan for regional meetings
- Two-day Planning Meeting to assist key state leaders in creating a frame for the Communication & Collaborative Action Plan
- Four regional meetings to gather information about current levels of implementation of mathematics and English Language Arts Standards and Competency Education and convey the DOE's efforts to provide guidance and support in this work
- One day large scale meeting focused at policy makers and educators to inform them about competency and standards based education

Priority 3: Support the DOE in creating:

- a clear and comprehensive Communication and Collaboration Action Plan for a variety of identified audiences
- communication tools to provide ongoing information to key stakeholders at the school, community and state levels

Priority 4: Provide the DOE with an evaluation plan that includes both formative and summative components. Methods used to gather information will come from:

- structured interviews with key stakeholders
- feedback obtained following work sessions and meetings
- survey responses
- follow-up interviews

ERB 5/12/14
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**EXHIBIT B
BUDGET**

Priority	Labor	Travel	Copying	Total
Priority 1: White Paper	\$11,245.00	\$102.00	\$1,000.00	\$12,347.00
Priority 2: Meeting Facilitation	\$18,285.00	\$961.00		\$19,246.00
Priority 3: Communication and Collaboration Action Plan	\$2,782.50	\$153.00		\$2,935.50
Priority 4: Evaluation	\$10,775.00	\$102.00		\$10,877.00
Total	\$43,087.50	\$1,318.00	\$1,000.00	\$45,405.50

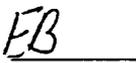
Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, the total budget shall not exceed the price limitation of \$45,405.50.

Funding Source: Funding is available in the account entitled Academic Performance Assessment as follows with the authority to adjust encumbrances in each of the State fiscal years if needed and justified. Source of funds is 100% Other Funds

<u>Account</u>	<u>FY 14</u>	<u>FY 15</u>
06-56-565010-60390000-073-500581	\$ 8,000.00	\$37,405.50

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Heather Gage, Director
Division of Educational Improvement
NH Department of Education
101 Pleasant Street
Concord, NH 03301


 Contractor
 Initials

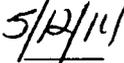

 Date

Exhibit C

Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

EB
Contractor
Initials

5/12/14
Date

ADDENDUM

TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
June 2014	<p>Activities: Meet with Department to outline white paper and identify key informants for interviews.</p> <p>Labor: Reade: 1/2 Day @ \$397.50</p> <p>Conduct Key Informant Interviews</p> <p>Reade: 1 1/2 days @ \$795 = \$1192.50</p> <p>Travel: Mileage: 2 round trip Portsmouth to Concord @ \$51 = \$102</p>	<p>Activities: Task A – work sessions with State Leaders</p> <p>Labor: Reade: 1 1/2 day preparation/planning @ \$795 = \$1192.50</p> <p>1 work session facilitation @ \$795 = \$795</p> <p>Travel: Mileage 1 round trip Portsmouth to Concord @ \$51 = \$51</p> <p>Labor: Reade: 1 day preparation/planning @ \$795 = \$795</p> <p>2 Days meeting facilitation @ \$795 = \$1590</p> <p>1/2 day documentation of meeting outcomes @ \$795 = \$397.50</p> <p>Travel:</p>	<p>Activities: Work with State Leaders to develop draft of Action Plan (incorporated into Task B – 2 day planning meeting)</p> <p>Labor: Reade: Incorporated into Task B – 2 day planning meeting cost</p>	<p>Activities: Information gathering to inform evaluation design – integrated into work of Priority 2 – Task A work sessions</p> <p>Labor: Costs incorporated into Priority 2 – Task A \$0</p>

EB 5/21/14
 Contractor Date
 Initials

ADDENDUM

TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
	<p>Task D – Large Scale Meeting – initial plan development during 2 day planning meeting (Task B)</p> <p>Monthly Expenditure: \$1692.00</p> <p>Deliverables:</p>	<p>Mileage 2 round trips Portsmouth to Concord @ \$51 = \$102</p> <p>Cost incorporated into Task B</p> <p>Monthly Expenditure: \$4923.00</p> <p>Deliverables: Framework for Communication and Collaboration Action Plan (Task B) Notes regarding plan for large scale meeting</p>	<p>Deliverables: Notes detailing draft of action plan (incorporated in notes from Task B – 2 day planning meeting)</p> <p>Monthly Expenditures: \$0</p>	<p>Deliverables: Notes regarding evaluation design incorporated into notes of priority 2 – Task A meeting notes</p> <p>Monthly Expenditures: Costs incorporated into Priority 2 Task A costs \$0</p>

EB 5/12/11
Contractor Date
Initials

ADDENDUM

TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
July 2014	<p>Activities: Conduct Key Informant Interviews</p> <p>Labor: Reade: 2 days @ \$795 = \$1590</p> <p>Activities: Task A – work sessions with State Leaders</p> <p>Labor: Reade: 2 days @ \$795 = \$1590</p> <p>Activities: Document Review</p> <p>Labor: Reade: 5 days @ \$795 = \$3975</p> <p>Activities: Draft of paper</p> <p>Labor: RMC professional staff 1 day @ \$660</p> <p>Activities: Editing/Design</p> <p>Labor: Reade: 2 days @ \$795 =</p>	<p>Activities: Task A – work sessions with State Leaders</p> <p>Labor: Reade: 1 day planning/preparation @ \$795 = \$795 2 days meeting facilitation @ \$795 = \$1590</p> <p>Activities: Task D – Large Scale meeting</p> <p>Labor: Reade: 1 day collaborative planning with Department @ \$795 = \$795</p>	<p>Activities: Development of Action Plan with DOE</p> <p>Labor: Reade: 1 day collaboration work on plan with DOE @ \$795 = \$795</p> <p>Activities: Information gathering to inform evaluation design – integrated into work of Priority 2 – Task A work sessions</p> <p>Labor: Travel: 1 round trip mileage Portsmouth to Concord @ \$51 = \$51</p>	<p>Activities: Information gathering to inform evaluation design – integrated into work of Priority 2 – Task A work sessions</p> <p>Labor: Travel: Mileage 1 round trip (Portsmouth to Concord @ \$51 = \$51</p> <p>Activities: Information gathering to inform evaluation design – integrated into work of Priority 2 – Task A work sessions</p> <p>Labor: Travel: Mileage 1 round trip (Portsmouth to Concord @ \$51 = \$51</p>

EB 5/27/14
Contractor Date
Initials

ADDENDUM

TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
August 2014	<p>Secretarial Staff support Copying</p> <p>\$1590</p> <p>1/2 Day @ \$250</p> <p>Copy costs - estimated 20 pages @1000 copies @.05 = \$1000</p> <p>Monthly expenditure: \$10,655</p> <p>Deliverables: Draft White Paper Final White Paper - 1000 copies</p>	<p>Travel: Mileage 1 round trip Portsmouth to Concord @ \$51 = \$51</p> <p>Monthly Expenditure: \$3,333.00</p> <p>Deliverables: Notes from work sessions (Task A) and collaborative planning session (Task D)</p> <p>Activities: Task A - work sessions with State Leaders</p> <p>Labor: Read: 1 day planning/preparation @ \$795 = \$795</p>	<p>Deliverables: Current draft of action plan</p> <p>Monthly Expenditures: \$846</p> <p>Activities: Development of Action Plan with DOE</p> <p>Labor: Read: 1 day collaboration work on plan</p>	<p>Deliverables: Notes regarding evaluation design incorporated into notes of priority 2 - Task A meeting notes</p> <p>Monthly Expenditures: \$338.50</p> <p>Activities: Information gathering to inform evaluation design -</p> <p>Labor: Costs incorporated into Priority 2 - Task A</p>

EB 5/2/14
Contractor Initials

ADDENDUM
TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
September 2014	<p>Task D - Large Scale meeting</p> <p>Deliverables: Notes from work sessions (Task A) Notes from collaborative planning session for</p>	<p>2 Days meeting facilitation @\$795 = \$1590 Travel: Mileage 2 round trips Portsmouth to Concord @\$51 = \$102 Labor: Reade: 1 day collaborative planning with department @\$795 = \$795 Travel: Mileage 1 round trip Portsmouth to Concord @\$51 = \$51 Monthly Expenditure \$3,333.</p>	<p>with DOE @\$795 = \$795 Travel: 1 round trip Portsmouth to Concord @\$51=\$51 Monthly Expenditure \$846.00</p> <p>Activities: Development of Action Plan with DOE</p> <p>Labor: Reade: 1 day collaboration work on plan with DOE @\$795 = \$795</p>	<p>integrated into work of Priority 2 - Task A work sessions</p> <p>Monthly Expenditure \$0</p> <p>Activities: Evaluation design with state leaders</p> <p>Labor: Reade: 1/2 day evaluation planning with State Leaders @ \$287.50 =</p>

Contractor Initials: EB Date: 9/12/14

ADDENDUM
 TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
	<p>Task D - Large Scale Meeting and detailed meeting agenda</p> <p>Deliverables: Document Detailing Comprehensive Structure of Regional meetings (Priority 2 - Task C)</p> <p>Notes identifying evaluation and data collection from Regional meeting participants</p>	<p>1 day meeting facilitation @\$795 = \$795</p> <p>Travel: Mileage 1 round trip Portsmouth to Concord @\$51 = \$51</p> <p>Monthly Expenditure: \$1641.00</p>	<p>Deliverables: Current draft of action plan</p> <p>Travel: 1 round trip mileage Portsmouth to Concord @\$51=\$51</p> <p>Monthly Expenditures: \$846</p>	<p>\$287.50</p> <p>Travel: Mileage 1 round trip (Portsmouth to Concord @\$51 = \$51</p> <p>Monthly Expenditures: \$338.50</p> <p>Deliverables: Notes regarding evaluation design incorporated into notes of priority 2 - Task A meeting notes</p>

EB 5/2/14
 Contractor Date
 Initials

ADDENDUM
 TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
October 2014	<p>Activities: Task C – Regional Meetings</p> <p>Labor: Reade: 2 days planning and preparation @\$795 = \$1590 1 day meeting facilitation @ \$795 = \$795 Travel: Mileage (estimated) to Regional meeting \$100 Monthly Expenditure: \$2,485.00</p> <p>Deliverables: Notes from Regional Meeting</p>	<p>Activities: Utilize notes from Regional Meeting to inform and refine plan</p> <p>Labor: Reade: Costs incorporated into Priority 2 - Task C Regional Meeting \$0</p> <p>Deliverables: Information from Regional meeting to inform plan development incorporated into Priority 2 – Task c notes</p>	<p>Activities: Instrument Design</p> <p>Labor: Martin: 1 day @\$575 = \$575</p> <p>Deliverables: none</p> <p>Monthly Expenditures: \$575.00</p>	<p>Activities: Instrument Design and Key informant</p> <p>Labor: Martin: 4 days @ \$575 = \$2300</p>
November 2014	<p>Activities: Task C – Regional Meetings</p> <p>Labor: Reade: 3 days meeting facilitation @\$795 =</p>	<p>Activities: Utilize notes from Regional Meeting to inform and</p> <p>Labor: Reade: Costs incorporated</p>		

EB 5/21/14
 Contractor Initials

ADDENDUM
TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation	
December 2014	<p>Deliverables: Notes from Regional Meetings</p> <p>Activities: Task D – Large Scale Meeting (suggested date)</p>	<p>\$2385</p> <p>Travel: Mileage (estimated) to 3 Regional meetings = \$300</p> <p>Monthly Expenditures: \$2,685.00</p> <p>Labor: Reade: 1 day meeting facilitation @ \$795= \$795</p>	<p>refine plan</p> <p>Deliverables: Informational from Regional meeting to inform plan development incorporated into Priority 2 – Task C notes</p> <p>Activities: Finalize Action Plan</p>	<p>into Priority 2 - Task C Regional Meeting \$0</p> <p>Monthly Expenditures: Incorporated into Priority 2 Task C costs \$0</p> <p>Labor: Reade: 1/2 day document finalization @ \$397.50 = \$397.50</p>	<p>interviews. Interim Report based on Regional meeting data</p> <p>Deliverables: Interim Report</p> <p>Monthly Expenditures: \$2,300.00</p> <p>Labor: Martin: 7 days @ \$575 = \$4025</p> <p>Activities: Key informant interviews and survey administration.</p>

EB 5/12/14
Contractor Date
Initials

ADDENDUM
TIMELINE FOR EACH KEY DELIVERABLE

Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
January 2014		<p>Deliverables:</p> <p>Final draft of Communication and Collaboration Action Plan</p> <p>Monthly Expenditures:</p> <p>\$846</p>	<p>Deliverables:</p> <p>Final draft of Communication and Collaboration Action Plan</p> <p>Monthly Expenditure:</p> <p>\$397.50</p>	<p>Data Analysis - interviews</p> <p>Write Interim Report based on key informant interviews</p> <p>Data Input</p> <p>Deliverables:</p> <p>Interim Report</p> <p>Labor:</p> <p>Secretarial Staff 2 days @ \$500 = \$1000 Monthly Expenditures: \$5,025.00</p>
				<p>Activities:</p> <p>Data Analysis of Survey Responses</p> <p>Labor:</p> <p>Martin: 4 days @ \$575 = \$2300</p>

EB 5/12/14
Contractor Initials

ADDENDUM

TIMELINE FOR EACH KEY DELIVERABLE

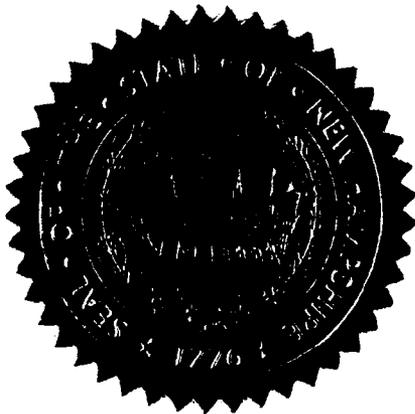
Month	Priority 1 White Paper	Priority 2 Meeting Facilitation	Priority 3 Communication and Collaboration Action Plan	Priority 4 Evaluation
				Write Final Report Deliverables: Final Evaluation Report Monthly Expenditures: \$2,300.00 Total Budget: \$45,405.50


 Contractor Initials
 Date: 5/12/14

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 RMC RESEARCH CORPORATION a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on November 15, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of May, A.D. 2014

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

William M. Gardner
Secretary of State



RMC Research Corporation
1000 Market Street, Building 2
Portsmouth, NH 03801-3306

Phone: 603.422.8888; 800.258.0802
Fax: 603.436.9166
www.RMCResearchCorporation.com

I, Everett Barnes, Jr., President and M. Christine Dwyer, Senior Vice president of RMC Research Corporation, organized and existing under the laws of the State of Maryland, hereby certify that the following is a true copy of a resolution adopted at a meeting of the Board of Directors of said corporation, duly held on the 5th of May, 2014.

CORPORATE RESOLUTION

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 Vice President) (and the Treasurer) (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;

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended or repealed and is now in full force and effect.

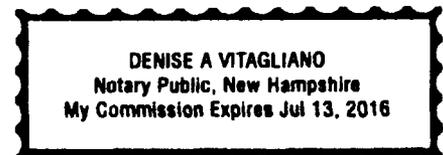
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of RMC Research Corporation the 5th of May, 2014.



Everett Barnes, Jr.
President



M. Christine Dwyer
Senior Vice President





RMC Research Corporation, INC.

(a Maryland Corporation)

BYLAWS

As adopted by the Board of Directors on April 30, 1985

(i)

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BYLAWS

ARTICLE I

OFFICES

Section 1. Office. The principal office of the Corporation shall be: c/o 400 Lafayette Road, Hampton, New Hampshire.

Section 2. Additional Offices. The Corporation may also have offices at such other places, both within and without the State of Maryland, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Time and Place. Meetings of stockholders for any purpose may be held at such time and place, within or without the State of Maryland, as the Board of Directors may fix from time to time and as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. Annual meetings of stockholders, commencing with the year 1985 shall be

held on the first Tuesday in October if not a legal holiday or, if a legal holiday, then on the next secular day following, at 1:00 p.m., or at such other date and time in the month of October as shall be designated by the Board of Directors and stated in the notice of the meeting. At such annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting, stating the place, date and time thereof, shall be given to each stockholder entitled to vote at such meeting not less than 10 (unless a longer period is required by law) nor more than 90 days prior to the meeting.

Section 4. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the Chairman of the Board or the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of the stockholders entitled to not less than 25% of all the votes entitled to be cast at such meeting. Such request by stockholders shall state the purpose or purposes of such meeting and

the matters to be acted on thereat. If the request is made by the stockholders, the President or Secretary shall inform such stockholders of the reasonably estimated cost of preparing and mailing such notice of the meeting, and upon payment to the Corporation of such costs the President or Secretary shall give notice stating the purpose or purposes of the meeting, as required by these Bylaws, to all stockholders entitled to vote at such meeting. No special meeting need be called upon request of the holders of shares entitled to cast less than a majority of all votes entitled to be cast at such meeting, to consider any matter which is substantially the same as a matter voted upon at any special meeting of Stockholders held during the preceding 12 months.

Section 5. Notice of Special Meeting. Written notice of a special meeting, stating the place, date and time thereof and the Purpose or purposes for which the meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than 10 (unless a longer period is required by law) nor more than 90 days prior to the meeting.

Section 6. Presiding Officer; Statement of Affairs; Order of Business.

(a) Meetings of stockholders shall be presided over by the Chairman of the Board, if any,

or, if he is not present (or, if there is none), by the President, or, if he is not present, by a Vice President, or, if he is not present, by such person who may have been chosen by the Board of Directors, or, if none of such persons is present, by a chairman to be chosen by the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy. The Secretary of the Corporation, or, if he is not present, an Assistant Secretary, or, if he is not present, such person as may be chosen by the Board of Directors, shall act as secretary of meetings of stockholders, or, if none of such persons is present, the stockholders owning a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy shall choose any person present to act as secretary of the meeting.

(b) For each annual meeting of the stockholders of the Corporation, the Treasurer of the Corporation shall prepare or cause to be prepared a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, and such statement

shall be submitted and filed by the Treasurer within 20 days thereafter at the principal office of the Corporation.

(c) The following order of business, unless otherwise ordered at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

1. Call of the meeting to order.
2. Presentation of proof of mailing of the notice of the meeting and, if the meeting is a special meeting, the call thereof.
3. Presentation of proxies.
4. Announcement that a quorum is present.
5. Reading and approval of the minutes of the previous meeting.
6. Reports, if any, of officers.
7. Submission of statement of affairs by Treasurer.
8. Election of directors, if the meeting is an annual meeting or a meeting called for that purpose.
9. Miscellaneous business.
10. Adjournment.

Section 7. Quorum; Adjournments. The presence in person or by proxy of stockholders entitled to cast a majority or the votes thereat shall be necessary to, and shall constitute a quorum for, the transaction of busi-

ness at all meetings of the stockholders, except as otherwise provided by statute or by the Articles of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, until a quorum shall be present or represented. Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present *in person* or represented by proxy, shall have the power to adjourn the meeting from time to time for good cause, without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, until a date which is not more than 30 days after the date of the original meeting. At such adjourned meeting, at which a quorum shall be present in person or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than 30 days, or, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned

meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Voting.

(a) At any meeting of stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy. Except as otherwise provided by law or the Articles of Incorporation, each stockholder of record shall be entitled to one vote for each share of capital stock registered in his name on the books of the Corporation, except that no stockholder shall be entitled to vote in respect of any shares of capital stock if any installment payable thereon is overdue and unpaid.

(b) Except as otherwise provided by law or the Articles of Incorporation, a majority of the votes cast at a meeting of stockholders, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before such meeting.

Section 9. Action By Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth such action, is signed by all the stockholders entitled to vote

on the subject matter thereof and any other stockholders entitled to notice of a meeting of stockholders (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Corporation. Such written consent shall be filed with the minutes of meetings of stockholders.

ARTICLE III

DIRECTORS

Section 1. General Powers; Number; Tenure. The business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and perform all lawful acts and things which are not by law, the Articles of Incorporation or these Bylaws directed or required to be exercised or performed by or are conferred upon or reserved to the stockholders. The number of directors shall be that provide in the Articles of Incorporation until increased or decreased pursuant to the following provisions, but shall never be less than 3. A majority of the entire Board of Directors may increase or decrease the number of directors set forth in the Articles of Incorporation, subject to the foregoing limitation. The tenure of office of a director shall not be affected by any decrease in the number of

directors so made by the Board. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until the next succeeding annual meeting or until his successor is elected and shall qualify. Directors need not be stockholders.

Section 2. Vacancies. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of Directors, may, unless otherwise provided in these Bylaws, be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of directors may, unless otherwise provided in these Bylaws, be filled by action of a majority of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of stockholders or until his successor is elected and shall qualify. If there are no directors in office, any officer or stockholder may call a special meeting of stockholders in accordance with the provisions of the Articles of Incorporation or these Bylaws, at which meeting such vacancies shall be filled.

Section 3. Removal; Resignation.

(a) A director shall be removed

exclusively by the procedure hereinafter provided and only for sufficient cause which is detrimental to the best interests of the Corporation. Before any director may be removed, written charges specifying the alleged sufficient cause shall be filed with the Secretary, and a copy thereof shall be served on the director charged, and he shall be given the opportunity, at a meeting of the stockholders, to be heard on the subject of such charges. At any meeting of stockholders, duly called and at which there is a quorum, the affirmative vote of the holders of a majority of the votes entitled to be cast thereon shall be necessary to effect such removal and to elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 4. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Maryland.

Section 5. Annual Meeting. The annual meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of stockholders, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present.

Section 6. Regular Meetings. Additional regular meetings of the Board of Directors may be held without notice, at such time and place as may from time to time be determined by the Board of Directors.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or President on 2 days' notice to each director, if such notice is delivered personally or sent by telegram, or, on 5 days' notice, if sent by mail. Special meetings shall be called by the Chairman of the Board, President or Secretary in like manner and on like notice on the written request of one-half or more of the number of directors then in office.

Section 8. Quorum; Adjournments. At all meetings of the Board of Directors, one-half of the number of directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall

be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Articles of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Compensation. Directors shall be entitled to such compensation for their services as directors and to such reimbursement for any reasonable expenses incurred in attending directors' meetings as may from time to time be fixed by the Board of Directors. The compensation of directors may be on such basis as is determined by the Board of Directors. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of the proceedings of the Board.

ARTICLE IV

COMMITTEES

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the whole Board, may appoint an Executive Committee consisting of not less than 2 directors, one of whom shall be designated as Chairman of the Executive Committee. Each member of the Executive Committee shall continue as a member thereof until the expiration of his term as a director, or his earlier resignation, unless sooner removed as a member or as a director.

Section 2. Powers. The Executive Committee shall have and may exercise those rights, powers and authority of the Board of Directors as may from time to time be granted to it by the Board of Directors (except the power to declare dividends, to issue stock or to recommend to stockholders any action requiring stockholders' approval) and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 3. Procedure; Meetings. The Executive Committee shall fix its own rules of procedure and shall meet at such times and at such place or places as may be provided by such rules or as the members of the Executive Committee shall provide. The Executive Committee shall keep regular minutes of its meetings and deliver such minutes

to the Board of Directors.

The Chairman of the Executive Committee, or, in his absence, a member of the Executive Committee chosen by a majority of the members present, shall preside at meetings of the Executive Committee, and another member thereof chosen by the Executive Committee shall act as Secretary of the Executive Committee.

Section 4. Quorum. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members thereof shall be required for any action of the Executive Committee. In the absence of any member of the Executive Committee, the members thereof present at any meeting, whether or not they constitute a quorum, may appoint a member of the Board of Directors to act in the place of such absent member.

Section 5. Other Committees. The Board of Directors, by resolutions adopted by a majority of the whole Board, may appoint such other committee or committees, composed of not less than 2 directors, as it shall deem advisable and with such functions and duties as the Board of Directors shall prescribe.

Section 6. Vacancies; Changes; Discharge. The Board of Directors shall have the power at any time to

fill vacancies in, to change the membership of, and to discharge any committee.

Section 7. Compensation. Members of any committee shall be entitled to such compensation for their services as members of any such committee and to such reimbursement for any reasonable expenses incurred in attending committee meetings as may from time to time be fixed by the Board of Directors. Any member may waive compensation for any meeting. Any committee member receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and from receiving compensation and reimbursement of reasonable expenses for such other services.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the committee and such written consent is filed with the minutes of its proceedings.

ARTICLE V

NOTICES

Section 1. Form; Delivery. Whenever, under the provisions of law, the Articles of Incorporation or

these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to exclusively mean personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his post office address as it appears on the records of the Corporation, with postage thereon prepaid. Such notices shall be deemed to be given at the time they are deposited in the United States mail. Notice to a director may also be given personally or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver. Whenever any notice is required to be given under the provisions of law, the Articles of Incorporation or these Bylaws, a written waiver thereof, signed by the person or persons entitled to said notice and filed with the records of the meeting, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person, or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting, at the commencement of the meeting, such lack of notice, shall be con-

elusively deemed to have waived notice of such meeting.

ARTICLE VI

OFFICERS

Section 1. Designations. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more assistant secretaries and/or assistant treasurers and other officers and agents as it shall deem necessary or appropriate. All officers of the Corporation shall exercise such powers and perform such duties as shall from time to time be determined by the Board of Directors. The President shall be selected from among the directors. Any number of offices except those of President and Vice-President may be held by the same person, unless the Articles of Incorporation or these Bylaws otherwise provide, but no person shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Articles of Incorporation, or these Bylaws to be executed, acknowledged or verified by two or more officers.

Section 2. Term of Office; Removal. The Board

of Directors at its annual meeting after each annual meeting of stockholders shall choose a President, a Secretary and a Treasurer. The Board of Directors may also choose a Chairman of the Board, a Vice President or Vice Presidents, one or more assistant secretaries and/or assistant treasurers, and such other officers and agents as it shall deem necessary or appropriate. The officers of the Corporation shall hold office until their successors are chosen and shall qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the directors then in office when, in their judgment, the best interests of the Corporation will be served thereby. Such removal shall not prejudice the contract rights, if any, of the person so removed. Any vacancy occurring in any office of the Corporation may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. Compensation. The salaries of all officers of the Corporation. shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

Section 4. The Chairman of the Board. The Chairman of the Board (if the Board of Directors so deems advisable

and selects one) shall be an officer of the Corporation and, subject to the direction of the Board of Directors, shall perform such executive, supervisory and management functions and duties as may be assigned to him from time to time by the Board. He shall, if present, preside at all meetings of stockholders and of the Board of Directors.

Section 5. The President.

(a) The President shall be selected from among the directors and shall be the chief executive officer of the Corporation and, subject to the direction of the Board of Directors, shall have general charge of the business, affairs and property of the Corporation and general supervision over its other officers and agents. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act and vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At such meeting the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation might have possessed and exercised if it had been present. The Board

of Directors may from time to time confer like powers upon any other person or persons.

Section 6. The Vice Presidents. The Vice President, if any (or in the event there be more than one, the Vice Presidents in the order designated, or in the absence of any designation, in the order of their election), shall, in the absence of the President or in the event of his disability, perform the duties and exercise the powers of the President and shall generally assist the President and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the Executive Committee or other committees, if required. He shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors, and shall perform such other duties as may from time to time be prescribed by the Board of Directors, the Chairman of the Board or the President, under whose supervision he shall act. He shall have custody of the seal of the Corporation,

and he, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and, when so affixed, the seal may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature.

Section 8. The Assistant Secretary. The Assistant Secretary, if any (or in the event there be more than one, the Assistant Secretaries in the order designated, or, in the absence of any designation, in the order of their election), shall, in the absence of the Secretary or in the event of his disability, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall have the custody of the corporate funds and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. He

shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, the President and the Board of Directors, at regular meetings of the Board, or whenever the Board may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 10. The Assistant Treasurer. The Assistant Treasurer, if any (or in the event there shall be more than one, the Assistant Treasurers in the order designated, or in the absence of any designation, in the order of their election), shall, in the absence of the Treasurer or in the event of his disability, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

ARTICLE VII

INDEMNIFICATION

The Corporation may indemnify any person who is serving or has served as a director or officer of the Corporation or, at its request, as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, against expenses

actually and reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil, criminal or administrative, in which he is made a party by reason of being or having been a director or officer of the Corporation, or such other corporation, except in relation to matters as to which such person is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Corporation. The foregoing is not intended to be an exclusive enumeration of the indemnification which may be made by the Corporation of any person.

ARTICLE VIII

AFFILIATED TRANSACTIONS AND INTERESTED DIRECTORS

(a) No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction or solely because his or their

votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(2) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(3) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof, or the stockholders.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

ARTICLE IX STOCK

CERTIFICATES

Section 1. Form; Signatures.

(a) Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the Chairman of the Board or the President or a Vice President and countersigned by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, exhibiting the number and class (and series, if any) of shares owned by him, and bearing the seal of the Corporation. Such seal may be a facsimile. Where a certificate is manually signed by a transfer agent or registrar other than the Corporation or its employee, the signature of any such officer may be a facsimile. In case any officer who has signed, or whose facsimile signature was placed on, a certificate shall have ceased to be such officer before such certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(b) Every certificate representing stock issued by the Corporation, if it is authorized to issue stock of more than one class, shall set forth upon the face or back of the certificate, a full statement or summary of the designations, preferences, limitations and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue

any preferred or special class in series, the variations in relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series. A summary of such information included in a registration statement permitted to become effective under the Federal Securities Act of 1933, as now or hereafter amended, shall be an acceptable summary for purposes of this section. In lieu of such full statement or summary, there may be set forth upon the face or back of each certificate a statement that the Corporation will furnish to the stockholder, upon request, and without charge, a full statement of such information.

Every certificate representing shares which are restricted or limited as to transferability by the Corporation shall either (i) set forth on the face or back of the certificate a full statement of such restrictions or limitations or (ii) state that the Corporation will furnish such a statement upon request and without charge to any holder of such shares.

Section 2. Registration of Transfer. Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or

accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation or its transfer agent to issue a new certificate to the person entitled thereto, to cancel the old certificate and to record the transaction upon its books.

Section 3. Registered Stockholders.

(a) Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person who is registered on its books as the owner of shares of its capital stock to receive dividends or other distributions, to vote as such owner, and to hold liable for calls and assessments a person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation (or by the transfer agent or registrar, if any), such stockholder shall have the duty to notify the Corporation (or the transfer agent or registrar, if any), in writing, of such desire. Such written notice shall specify the alternate name or address to be used.

Section 4. Record Date. In order that the Corporation may determine the stockholders of record who are entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or the allotment of any rights, or to make a determination of the stockholders of record for any other proper purpose, the Board of Directors may, in advance, fix a date as the record date for any such determination. Such date shall not be more than 40 nor less than 10 days before the date of such meeting, nor more than 40 days prior to the date of any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting taken pursuant to Section 7 of Article 1; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation which is claimed to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may,

in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen or destroyed.

ARTICLE X

GENERAL PROVISIONS

Section 1. Dividends. Subject to the provisions of the Articles of Incorporation, dividends upon the outstanding capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law, and may be paid in cash, in property or in shares of the Corporation's capital stock.

Section 2. Reserves. The Board of Directors shall have full power, subject to the provisions of law and the Articles of Incorporation, to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation.

The Board of Directors, in its sole discretion, may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and may, from time to time, increase, diminish or vary such fund or funds.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be as determined from time to time by the Board of Directors.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Maryland."

ARTICLE XI

AMENDMENTS

The Board of Directors shall have the power to make, alter and repeal these Bylaws, and to adopt new bylaws, by an affirmative vote of a majority of the whole Board, provided that notice of the proposal to make, alter or repeal these Bylaws, or to adopt new bylaws, was included in the notice of the meeting of the Board of Directors at which such action takes place.

CERTIFICATE

We, Everett W. Barnes, Jr. and M. Christine Dwyer, President/Chairman of the Board and Senior Vice President/Secretary, respectively, of RMC Research Corporation, INC. (the "Corporation"), DO HEREBY CERTIFY that the foregoing is a true and correct copy of the Corporations Bylaws as adopted by the Board of Directors of the Corporation on April 30, 1985

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the Corporate Seal of the Corporation this 30th day of April, 1985

Everett W. Barnes, Jr., President

M. Christine Dwyer, Secretary

[Corporate Seal]

Client#: 35303

RMCRE1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2014

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

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

PRODUCER People's United Ins. Agency NH 501 Islington Street 3rd Fl. Portsmouth, NH 03801	CONTACT NAME: Laurie McIntire	
	PHONE (A/C, No, Ext): 603 427 7529 FAX (A/C, No):	
INSURED RMC Research Corp 1501 Wilson Blvd Suite 1250 Arlington, VA 22209	E-MAIL ADDRESS: Laurie.McIntire@peoples.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Casualty Insurance Com	
	INSURER B: Twin City Fire Insurance	
	INSURER C:	
	INSURER D:	
	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 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Blanket Add'l Insured Per written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC			[REDACTED]	07/01/2013	07/01/2014	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 - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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			[REDACTED]	07/01/2013	07/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Prod.Comp.OP \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	[REDACTED]	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Frederick Taylor, Vice President

Carolyn Vincent, Vice President

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education
101 Pleasant St.
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

Laurie McIntire

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Key Personnel

Andrea Reade, Ed.D.
Tracey Martin, Ph.D.