



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

July 1, 2015

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Career Development, to enter into a contract with Precision Exams, LLC, of American Fork, Utah (Vendor #255064) to provide a Commercial-Off-the-Shelf (COTS) web-based Software as a Service (SaaS) assessment system to deliver CTE-specific end-of-course and end-of-program assessments in the amount of \$575,000.00 effective the date of Governor and Council approval through June 30, 2019, with an option to extend for up to an additional five years, subject to Governor and Council approval, at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2024. 100% Federal Funds.

Funding is available in the account entitled CTE Voc Ed Federal; pending legislative approval of the next two biennium budgets, as follows:

FY 2016 06-56-56-565010-60320000-072-502649	\$230,000.00
FY 2017 06-56-56-565010-60320000-072-502649	\$115,000.00
FY 2018 06-56-56-565010-60320000-072-502649	\$115,000.00
FY 2019 06-56-56-565010-60320000-072-502649	<u>\$115,000.00</u>
Total	\$575,000.00

EXPLANATION

The Department of Education, Division of Career Technology and Adult Learning, Bureau of Career Development (BCD) currently oversees twenty-five (25) regional Career and Technical Education (CTE) centers throughout NH. The Bureau is seeking to expand its ability to fulfill federal requirements to ensure program quality and to report technical skill attainment of secondary career and technical education students enrolled in CTE programs at these regional centers. This contract will also provide data for regional centers to use in evaluating program outcomes and planning improvements.

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July 1, 2015

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Currently the assessment of CTE student technical skill attainment is restricted to certain third party certifications (e.g., National Automotive Technicians Education Foundation (NATEF); CISCO certification; ProStart through the National Restaurant Association Educational Foundation). This limits the number of CTE programs and students that can be assessed for technical skill attainment. Student success in these third party certifications and exams is reported by the CTE centers themselves, and there is no way for the BCD to verify these data for accuracy.

Furthermore, the measurement of student proficiency in CTE program core technical competencies is currently restricted to subjective determinations made by program instructors, with no objective method available for comparison. This prevents the BCD from being able to verify student proficiency to ensure data and program quality.

By expanding the range of programs for which technical skill attainment can be assessed through an objective third party, the BCD expects to improve overall data quality, leading in turn to improvements in program instruction and delivery through the identification of performance gaps and data trends.

The State of New Hampshire issued a Request for Proposal (#2015-010) on September 5, 2014 for a web-based CTE technical skill assessment system. Three proposals were received and all were reviewed by a panel consisting of Department of Education (NHDOE) and Department of Information Technology (NHDOIT) staff utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system established by the Department of Information Technology (see Attachment A). Further clarification of certain RFP elements was requested via a Best and Final Offer (BAFO) sent to all three vendor candidates on January 14, 2015. The responses to the BAFO request were reviewed and scored by the same panel as the original proposals. Following these reviews, the panel recommended the selection of Precision Exams, LLC.

Precision Exams, LLC, was established in 2006 and specializes in providing secondary school CTE programs with the ability to test all secondary CTE students on skill attainment in over a hundred CTE program areas. The company offers certification testing in all 50 states, and has direct state-wide contracts with four states for certification testing. In addition to its own Career Skills™ Exams, Precision Exams offers other national certifications, including the National Consortium for Health Science Education (NCHSE), and the Southern Regional Education Board's (SREB) Advance Career products. NHDOE currently accepts the NCHSE, hosted by Precision, as a third party technical skill attainment exam for CTE students in Health Professions programs offered at many of the state's regional CTE centers.

This COTS SaaS contract with Precision Exams, LLC, would allow for a total of 44,000 exams to be proctored to secondary CTE students in New Hampshire's regional CTE centers every year of the contract. The 44,000 number is based on an estimated 11,000 CTE participants taking a pre- and post-test in at least two programs each year (11,000 students x 2 programs x 2 tests [pre- and post-]). The vendor currently offers CTE assessments in 150 program areas, and local CTE centers may test their students using the assessment most appropriate for their program. The number of testing slots available ensures that centers may pre- and post-test all students in their programs, from first year enrollees thru fully vested program completers. This continuum of assessment data will help to identify student performance gaps and inform improvements in instruction and program delivery. The data will also help to identify exemplar CTE programs that can serve as models for similar programs statewide.

The COTS SaaS system offered through this contract will be entirely web-based, accessible through standard web browsers, and will not require the purchase or installation of any additional hardware or software on the part of the NHDOE or local districts. The system is hosted and maintained by Precision Exams, LLC, and does not require the use of State DOIT personnel or technical resources. There will be

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July 1, 2015

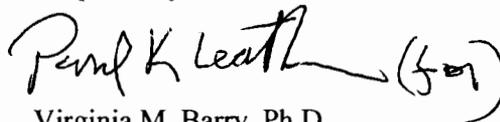
Page 3

no DOIT-operated servers or systems, and DOIT will not be burdened with Help Desk duties, as those will be handled by Precision Exams, LLC. No legacy data will be transferred to the system, and no interfaces need to be built between the Precision Exams system and existing NHDOE or district systems. All data collected by Precision Exams, LLC's, system will remain the property of the State of New Hampshire and the local districts, and will be maintained in accordance with all applicable local, state and federal laws and regulations.

Precision Exams, LLC, focuses on secondary CTE, has a history of close involvement with state departments of education, offers a wealth of CTE program assessments in multiple program areas, and offers cost-effective pricing that includes exam content and delivery, customer service, and program management costs. The Department feels that this vendor is the best vendor to provide a hosted Career and Technical Education Online Assessment COTS SaaS system

In the event that the Federal funds are no longer available, General funds will not be requested to support this contract.

Respectfully submitted,

A handwritten signature in black ink that reads "Virginia M. Barry" followed by a stylized flourish and the initials "(for)".

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

ATTACHMENT A

Summary Table

RFP 2015-010 DOE Career and Technical Education Online Assessments

Company	Company Address	Testing Solution 170 Pts max	Technical, Service & Project Mgt Experience & Approach 180 Pts max	Company Qualifications 175 Points Max	Staffing Qualifications 175 Points Max	Solution Cost	Solution Cost Points 300 Pts Max	TOTAL 1000 Pts Max
Precision Exams, LLC	476 W 50 N American Fork, UT 84003	145.90	156.66	146.90	151.50	\$575,000	86.1	687.0
NOCTI	500 North Bronson Avenue Big Rapids, MI 49307	131.10	119.08	144.10	131.20	\$612,975	80.8	606.2
At Your Pace Online, LLC	1607 Williams Hwy, Unit #6 Grants Pass, OR 97527	45.10	84.71	54.70	29.80	\$165,000	300.0	514.3

Reviewers:

- **Lisa Danley:** Administrator, Bureau of Career Development, Department of Education
- **Melissa Ritchings:** Program Specialist I, Bureau of Career Development, Department of Education
- **Courtney Ritchings:** Educational Consultant, Bureau of Career Development, Department of Education
- **Adam Heard:** Technical Support Specialist VI, Department of Information Technology
- **Vaughan Coburn:** Systems Development Specialist V, Department of Information Technology



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

Denis Goulet
Commissioner

June 2, 2015

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

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Education's request to enter into a contract with Precision Exams, LLC, as described below and referenced as DoIT No. 2015-010.

This is a request to enter into a contract to enable the Department to develop a secure web-based system for schools/districts and the Bureau of Career Development (BCD). The BCD is required by Federal law to report technical skill attainment by secondary students enrolled in career and technical education programs. This contract will enable the Department to verify student proficiency to ensure data and program quality. This contract shall be effective upon Governor and Council approval through June 30, 2019. The total amount shall not exceed \$575,000.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/mh
2015-010

cc: Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ONLINE CAREER AND TECHNICAL EDUCATION ASSESSMENTS
CONTRACT 2015-010
AGREEMENT- PART 1**

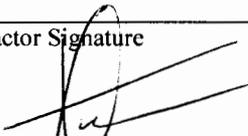
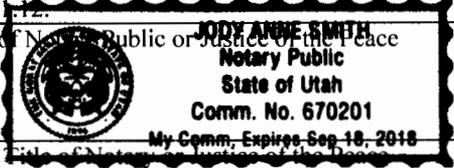
Subject: Online Career and Technical Education Assessments for Secondary CTE Students

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name Precision Exams, LLC VC 255064		1.4 Contractor Address 476 W 50 N American Fork, UT 84003	
1.5 Contractor Phone Number 801-653-9356	1.6 Account Number 06-56-56-565010-60320000- 072-502649	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$575,000
1.9 Contracting Officer for State Agency Virginia M. Barry, Ph.D., Commissioner		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Edson Barton, Chief Executive Officer	
1.13 Acknowledgement: State of Utah , County of Utah On <u>June 16, 2015</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] 		1.13.2 Name and Title of Notary Public or Justice of the Peace Jody Smith, Notary	
1.14 State Agency Signature Virginia M. Barry		1.15 Name and Title of State Agency Signatory VIRGINIA M. BARRY, Ph. D. Commissioner	
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:  On: 6/26/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

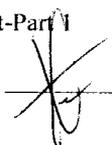
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

7. PERSONNEL.

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

 6.16.15

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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

13. INDEMNIFICATION.

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Events 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 inure to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
CAREER AND TECHNICAL EDUCATION ONLINE ASSESSMENTS
CONTRACT 2015-010
CONTRACT AGREEMENT –PART 2**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination

[Handwritten Signature] 6.16.15

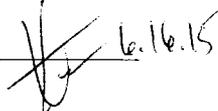
STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
CAREER AND TECHNICAL EDUCATION ONLINE ASSESSMENTS
CONTRACT 2015-010
CONTRACT AGREEMENT –PART 2

	for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor</p>

[Handwritten Signature] 6.16.15

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
CAREER AND TECHNICAL EDUCATION ONLINE ASSESSMENTS
CONTRACT 2015-010
CONTRACT AGREEMENT –PART 2**

	editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization

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Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of

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	Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Education

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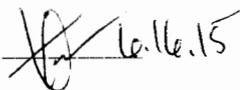
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	21 South Fruit Street, Suite 20 Concord, NH 03301 Reference to the term “State” shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the contracted vendor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.

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User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Education (“State”), and Precision Exams, a Limited Liability Corporation, (“the Contracted Vendor”), having its principal place of business at 476 W 50 N, American Fork, UT 84003.

The State is seeking to expand its ability to fulfill its federal requirements to ensure program quality and to report technical skill attainment of secondary career and technical education (CTE) students enrolled in CTE programs at regional CTE centers throughout the state.

At present, evaluation of student technical skill attainment is limited to certain third party certification and licensing exams. This severely restricts the number of students and programs that can be assessed. Student achievement in these third party assessments is reported directly to each CTE center, and there is no way for the State to ensure that these data are accurate when they are reported by the centers to the State.

Furthermore, the assessment of student proficiency in CTE program core technical competencies is presently limited to subjective evaluations performed by program instructors. While valuable, there is no way for the State to verify the accuracy of these competency assessments in an objective fashion. As a result, the State cannot adequately fulfill its duties to ensure program effectiveness and quality.

The State seeks to contract with the Contracted Vendor to provide a Commercial-Off-the-Shelf (COTS) web-based Software as a Service (SaaS) assessment system to deliver CTE-specific end-of-course and end-of-program assessments. The Contracted Vendor shall provide each assessment’s content, aligned with national standards and developed using established exam creation methods, and shall provide the online infrastructure to deliver, score, and report out on student achievement on these assessments. The Contracted Vendor shall also provide technical assistance and training to users as needed. Since this system will include data at the individual student level, the Vendor must be able to ensure all data will remain secure and that user privacy shall be strictly maintained, in accordance with all federal, state, and local laws and regulations according to the Work Plan.

RECITALS

The State desires to have the Contracted Vendor provide a Commercial-off-the-shelf SaaS Software System, and associated Services for the Department of Education;

The Contracted Vendor wishes to provide a Commercial-off-the-Shelf SaaS Software System and associated Services for the State.

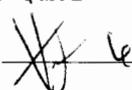
The parties therefore agree as follows:

1. Contract Documents

1.1 Contract Documents

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits

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- Exhibit A- Contract Deliverables
- Exhibit B- Price and Payment Schedule
- Exhibit C- Special Provisions
- Exhibit D- Administrative Services
- Exhibit E- Implementation Services
- Exhibit F- Testing Services
- Exhibit G- Maintenance and Support Services
- Exhibit H- Requirement Responses
- Exhibit I- Work Plan
- Exhibit J- Software License and related Terms
- Exhibit K- Warranty and Warranty Services
- Exhibit L- Training Services
- Exhibit M- Agency RFP with Addendums, by reference
- Exhibit N- The Vendor Proposal, by reference
- Exhibit O- Certificates and Attachments

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
- b. *General Contract Requirements* in Section H of the RFP document.
- c. State of New Hampshire, Department of Education Contract 2015-010.
- d. RFP 2015-010 “Career and Technical Education Online Assessments”, dated September 5, 2014, with addendum #1 incorporated; then
- e. The Vendor’s Proposal, dated October 27, 2014.

1.3 Contract Term

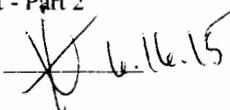
The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Contract shall begin on the Effective Date and extend through June 30, 2019. The Term may be extended up to five (5) years, (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2024.

The Contracted Vendor shall commence work upon issuance of a Notice to Proceed by the State.

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

Time is of the essence in the performance of the Contracted Vendor’s obligations under the Contract.

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2. Compensation

2.1 Contract Price

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

2.2 Non-Exclusive, Not To Exceed Contract

This is a Non-Exclusive, Not to Exceed (“NTE”) Contract with price and term limitations as set forth in the Contract.

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$575,000.

3. Contract Management

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

3.1 The Vendor’s Contract Manager

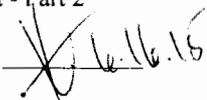
The Contracted Vendor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contracted Vendor’s Contract Manager is:

**Edson Barton, CEO
476 W 50 N
American Fork, UT 84003
Phone: 801-653-9356
Fax: 866-585-4930
ebarton@precisionexams.com**

3.2 The Vendor’s Project Manager

3.2.1 Contract Project Manager

The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. The Contracted Vendor’s selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State’s approval process may include, without limitation, at the State’s discretion, review of the proposed the Contracted Vendor Project Manager’s resume, qualifications, references, and background checks, and an interview. The State may require

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removal or reassignment of the Contracted Vendor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 3.2.2** The Contracted Vendor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contracted Vendor's representative for all administrative and management matters. The Contracted Vendor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. The Contracted Vendor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contracted Vendor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 3.2.3** The Contracted Vendor shall not change its assignment of the Contracted Vendor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contracted Vendor Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. the Contracted Vendor shall assign a replacement the Contracted Vendor Project Manager within ten (10) business days of the departure of the prior the Contracted Vendor Project Manager, and the Contracted Vendor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim the Contracted Vendor Project Manager.
- 3.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contracted Vendor in default and pursue its remedies at law and in equity, if the Contracted Vendor fails to assign a Contracted Vendor Project Manager meeting the requirements and terms of the Contract.
- 3.2.5** The Contracted Vendor's Project Manager is:

Adam Sanchez
476 W 50 N
American Fork, UT 84003
Phone: 801-653-9356
Fax: 866-585-4930
asanchez@precisionexams.com

3.3 The Contracted Vendor Key Project Staff

- 3.3.1** The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables*-

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Vendor Response Checklist. The State may conduct reference and background checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor’s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 The Contracted Vendor shall not change any the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contracted Vendor in default and to pursue its remedies at law and in equity, if the Contracted Vendor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contracted Vendor’s replacement Project staff.

3.3.3.1 The Contracted Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor’s Key Project Staff:

Key Member(s)

Adam Sanchez

Jody Smith

Tyler Park

Title

Regional Managing Director

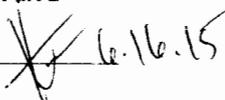
Customer Support Manager

Director of Operations

3.4 State Contract Manager

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

Lisa Danley, Administrator
NH Department of Education
Bureau of Career Development
21 South Fruit Street, Suite 20
Concord, NH 03301
Tel: (603) 271-3867
Fax: (603) 271-4079
Email: Lisa.Danley@doe.nh.gov

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3.5 State Project Manager

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

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

The State Project Manager is:

Lisa Danley, Administrator
NH Department of Education
Bureau of Career Development
21 South Fruit Street, Suite 20
Concord, NH 03301
Tel: (603) 271-3867
Fax: (603) 271-4079
Email: Lisa.Danley@doe.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor's Project Manager and the Contracted Vendor's Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

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

The Contracted Vendor may subcontract Services subject to the provisions of the Contract. The Contracted Vendor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contracted Vendor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

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

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

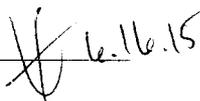
System/Software Testing and Acceptance shall be performed as set forth in the Work Plan and the Test Plan and more particularly described in Exhibit F: *Testing Services*.

4.5 Security

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

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

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5. SOFTWARE

5.1 COTS Software and Documentation

The Contracted Vendor shall provide the State with access to its SaaS Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.2 COTS Software Support and Maintenance

The Contracted Vendor shall provide the State with SaaS Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

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

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

5.4 Title

The Contracted Vendor must hold the right to allow the State to use the SaaS Software or hold all title, right, and interest in the SaaS Software and its associated Documentation.

6. Warranty

The Contracted Vendor shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

The Contracted Vendor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 Testing Services

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

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7.4 Training Services

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

7.5 Maintenance and Support Services

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

8. WORK PLAN DELIVERABLE

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

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

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

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

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

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

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9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contracted Vendor's receipt of a Change Order, the Contracted Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

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

10. Intellectual Property

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor shall only license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation specifically developed under the Contract and that is unique to the State.

In no event shall the Contracted Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Contracted Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 Vendor's Materials

Subject to the provisions of this Contract, the Contracted Vendor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, the Contracted Vendor shall not distribute any products containing or disclose any State Confidential Information. the Contracted Vendor shall

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be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contracted Vendor employees or third party consultants engaged by the Contracted Vendor.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

The Contracted Vendor shall provide the State with a copy of the source code only for Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10.5 Survival

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

11. Use of state’s information, confidentiality

11.1 Use of State’s Information

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

11.2 State Confidential Information

The Contracted Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential

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Information that becomes available to the Contracted Vendor in connection with its performance under the Contract, regardless of its form.

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

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

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

11.3 Vendor Confidential Information

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

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11.4 Survival

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

12. Limitation of Liability

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contracted Vendor shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 The Contracted Vendor

Subject to applicable laws and regulations, in no event shall the Contracted Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contracted Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to the Contracted Vendor's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 Survival

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

13. Termination

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

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

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

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

13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contracted Vendor. In the event of a termination for convenience, the State shall pay the Contracted Vendor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has

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been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, the Contracted Vendor shall:

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

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- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contracted Vendor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contracted Vendor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. Change of Ownership

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

15. Assignment, Delegation and Subcontracts

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

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

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contracted Vendor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contracted Vendor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contracted Vendor should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contracted Vendor, its successors or assigns for the full remaining term of the Contract; continue under the

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

17. ESCROW OF CODE

The Contracted Vendor is providing SaaS software services, and not specific software licensed to the State. While this section is not generally applicable to this type of contract, the Contracted Vendor and the State shall finalize this Software Escrow section according to the Work Plan, as required in the original Request for Proposals. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
- d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, save for the termination of support due to the expiration of this Contract or any Amendments.

18. General Provisions

18.1 Travel Expenses

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

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

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

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

18.4 Access/Cooperation

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

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

18.5 Required Work Procedures

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

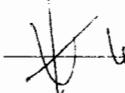
18.6 Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contracted Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contracted Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contracted Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

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

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18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

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

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

18.11 Insurance

18.11.1 The Contracted Vendor Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

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EXHIBIT A
CONTRACT DELIVERABLES

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
19	90 day Warranty	Non-Software	10 Jul
20	Ongoing support and maintenance	Non-Software	On-going
21	Monthly usage, performance, availability and security metrics	Written	On-going
22	Quarterly provision of all data back to the State	Non-Software	On-going

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

4. SOFTWARE LICENSES

Software Licenses are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$575,000 for the period between the Effective Date through June 30, 2019. The Contracted Vendor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow The Contracted Vendor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

Table 1: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Work Plan	Written	24 Jun	Included in total
2	Kickoff Meeting	Non-Software	25 Jun	“
3	Project Status Reports	Non-Software	10 Jul	“
4	Communications and Change Control Plan	Written	10 Jul	“
5	Requirements Traceability Matrix	Written	10 Jul	“
6	Data Interchange Plan	Written	10 Jul	“
7	Risk and Issue Management Plan	Written	10 Jul	“
8	Go-Live Plan	Written	10 Jul	“
9	System Administration and Support Plan	Written	10 Jul	“
10	Test Management and Detailed Test Plan	Written	10 Jul	“
11	Customizations and Interchanges	Software	10 Jul	“
12	User Documentation	Written	10 Jul	“
13	Training Plan	Written	10 Jul	“
14	Conduct Train-the-Trainer Training	Non-Software	10 Jul	“
15	Functioning In-bound and Outbound Interchanges	Software	10 Jul	“
16	Tools for Backup and Recovery	Software	10 Jul	“
17	Conduct User Acceptance Test	Non-Software	10 Jul	“
18	Pilot Test	Non-Software	10 Jul	“
19	90 day Warranty	Non-Software	10 Jul	“
20	Ongoing support and maintenance	Non-Software	On-going	“
21	Monthly usage, performance, availability and security metrics	Non-Software	On-going	“
22	Quarterly provision of all data back to the State	Non-Software	On-going	“
			TOTAL:	\$115,000 per

STATE OF NEW HAMPSHIRE
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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
				state fiscal year

TABLE 2: Payment Schedule

STATE FISCAL YEAR	DATE INVOICE RECEIVED FROM CONTRACTED VENDOR	AMOUNT OF INVOICE	DATE OF PAYMENT BY THE STATE	AMOUNT OF PAYMENT
SFY 2016 G&C - 6/30/2016	Immediately following G&C approval	\$115,000	Within ten days of receipt of invoice	\$115,000
SFY 2016 G&C - 6/30/2016	September 15, 2015	\$115,000	Within thirty days of receipt of invoice	\$115,000
SFY 2017 7/1/2016-6/30/2017	July 15, 2016	\$115,000	August 1, 2016	\$115,000
SFY 2018 7/1/2017-6/30/2018	July 15, 2017	\$115,000	August 1, 2017	\$115,000
SFY 2019 7/1/2018- 6/30/2019	July 15, 2018	\$115,000	August 1, 2018	\$115,000
	TOTAL:	\$575,000		\$575,000

In State Fiscal Year (SFY) 16, a payment of \$115,000 will be made by the State to the Contracted Vendor within ten days of receipt of an invoice from the Contracted Vendor following approval of this contract by Governor and Council and the second payment of \$115,000 will be made by the State within thirty days of receipt of invoice to be submitted by the Contracted Vendor on September 15, 2015.

In State Fiscal Years 17-19, the Contracted Vendor shall invoice for \$115,000 by July 15 each year, for payment to be made by the State by August 1 each year.

A delay in receipt of an invoice from the Contracted Vendor may result in a corresponding delay of payment by the State.

Table 3 – Contracted Vendor’s Rates Pricing Worksheet (Hourly Rates)

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PRICE AND PAYMENT SCHEDULE**

Position Title	SFY 2015 G&C approval - 6/30/15	SFY 2016 7/1/2015- 6/30/2016	SFY 2017 7/1/2016- 6/30/2017	SFY 2018 7/1/2017- 6/30/2018	SFY 2019 7/1/2018- 6/30/2019
Project Manager	\$150/hour	\$160/hour	\$170/hour	\$180/hour	\$190/hour
Developer	\$150/hour	\$160/hour	\$170/hour	\$180/hour	\$190/hour
Customer Support Manager	\$150/hour	\$160/hour	\$170/hour	\$180/hour	\$190/hour
Director of Operations	\$150/hour	\$160/hour	\$170/hour	\$180/hour	\$190/hour

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$575,000 (“Total Contract Price”), or \$115,000 per state fiscal year except for in SFY 2016. The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to The Contracted Vendor for all fees and expenses, of whatever nature, incurred by The Contracted Vendor in the performance hereof.

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

3. INVOICING

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

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

Invoices shall be sent to:

The NH Department of Education
Bureau of Career Development
21 South Fruit Street, Suite 20
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

[Signature]

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Precision Exams
476 W 50 N
American Fork, UT 84003

5. OVERPAYMENTS TO THE CONTRACTED VENDOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period

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STATE OF NEW HAMPSHIRE
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CAREER AND TECHNICAL EDUCATION ONLINE ASSESSMENTS
CONTRACT 2015-010- PART 3
EXHIBIT C
SPECIAL PROVISIONS

1. Form P-37 Section 17. NOTICE- Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

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 following addresses.

TO THE CONTRACTED VENDOR:
Precision Exams
476 W 50 N
American Fork, UT
Tel: (801) 653-9356
Toll Free: (800) 470-1215

TO STATE:
State of New Hampshire
Department of Education
Bureau of Career Development
21 South Fruit Street, Suite 20
Concord, NH 03301
Tel: (603) 271-3867

2. FORM P-37 SECTION 14. INSURANCE

Both parties agree to amend Section 14 of Form P-37 of Contract 2015-010 in order to show the amount of insurance is in agreement with the Contracted Vendor's coverage currently in force for comprehensive general liability in the amount of not less than \$250,000 per claim and \$1,000,000.00 per occurrence.

3. FORM P-37 SECTION 15 WORKERS COMPENSATION

Both parties agree to amend Section 15 of Form P-37 of Contract 2015-010 to indicate that the Contracted Vendor's Workers' Compensation is managed by a Professional Employer Organization (PEO), and that by signing this Agreement the Contracted Vendor certifies and warrants that the PEO is in compliance with or exempt from the requirements of N.H. RSA 281-A, *Workers' Compensation*.

The Contracted Vendor shall submit a certificate of insurance as proof of Workers' Compensation coverage through the PEO, separate from the certificate of insurance required under Section 14 of the P-37 ("Insurance").

4. EXTENSION

This agreement has the option for a potential extension up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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CONTRACT 2015-010- PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

The Contracted Vendor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract and according to the Work Plan.

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

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

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

- 1. Project status related to the Work Plan;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;
- 4. Planned activities for the upcoming two (2) week period;
- 5. Future activities; and

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ADMINISTRATIVE SERVICES**

6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

2. STATE-OWNED DOCUMENTS AND DATA

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

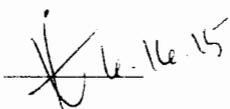
3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

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

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EXHIBIT D
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4. ACCOUNTING REQUIREMENTS

The Contracted Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and The Contracted Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
CAREER AND TECHNICAL EDUCATION ONLINE ASSESSMENTS
CONTRACT 2015-010- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES**

The Contracted Vendor shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A.** The Contracted Vendor shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

Kickoff Meeting (Conference Call) 25 June 2015

- Intro call
- Draft timeline discussion
- Review training and communication plan
- Discuss training points and materials
- Identify key points of contact
- Establish timelines for meetings and milestones
- Discuss data to be gathered in preparation for next teleconference
- ***Testing can begin for any schools that are ready to do so

Data gathering verification (Conference call) 25 June 2015

- Verify import list of proctors and their unique ID numbers (State certificate or employee ID#) for proctors and administrators users of the system
- Verify complete hierarchy of School Districts and Schools entered into the system
- Verify list of State, District, and School Administrative users and their relevant contact information
- Discuss and finalize training for “Training Week” and ongoing training needs
- Send communication to all state users of the system about “Training Week” and other training opportunities

Training Week planning finalization (conference call) 29 June 2015

- Make final arrangements for Training Week
- Discuss any new details about the deployment strategy and timeline
- Identify potential bottle-necks or problems
- Major task milestones
 - Publish on NHDOE websites partnership details and available training options
 - Go live date for pre-tests

Training and Implementation week – According to Work Plan

- Implement Training plan

J. G. 6.16.15

**STATE OF NEW HAMPSHIRE
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CONTRACT 2015-010- PART 3
EXHIBIT E
IMPLEMENTATION SERVICES**

- Officially launch system and begin testing
- B. The Contracted Vendor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The Contracted Vendor team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. The Contracted Vendor shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. The Contracted Vendor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. The Contracted Vendor shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

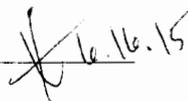
The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Implementation

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

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

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

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CAREER AND TECHNICAL EDUCATION ONLINE ASSESSMENTS
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EXHIBIT E
IMPLEMENTATION SERVICES**

1.2.2 Change Management and Training

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

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

1. SECURITY

The Contracted Vendor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contracted Vendor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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**STATE OF NEW HAMPSHIRE
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EXHIBIT F
TESTING SERVICES**

The Contracted Vendor is providing access to and services related to its as-is SaaS system. As such, the SaaS system is not being modified for the implementation of this agreement except as provided for in the Contracted Vendor's RFP proposal or agreed to in writing. Exhibit F is to be interpreted in the context of the State using such a SaaS software system that is already in full production and use without the need for integration with State systems. Accordingly, the Contracted Vendor shall provide the following Products and Services described in this Exhibit F according to the Work Plan, including but not limited to:

1. TESTING AND ACCEPTANCE

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

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

1.1 Installation Testing

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

1.2 User Acceptance Testing (UAT)

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

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that The Contracted Vendor has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from The Contracted Vendor that the system is configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

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

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

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

1.3 Regression Testing

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

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

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TESTING SERVICES**

- b.) The Contracted Vendor shall notify the State no later than five (5) business days from the Contracted Vendor's receipt of written notice of the test failure when The Contracted Vendor expects the corrections to be completed and ready for retesting by the State. The Contracted Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by The Contracted Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. validate that the change/update has been properly incorporated into the program; and
 - 2. validate that there has been no unintended change to the other portions of the program.
- d.) The Contracted Vendor will be expected to:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 - 3. Manage the entire cyclic process.
- e.) The Contracted Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

1.9 Security Review and Testing

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

All components of the Software shall be reviewed and tested to ensure they protect the State's related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests ("Pen Test") or code analysis and Review.

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EXHIBIT H
REQUIREMENT RESPONSES**

Contracted Vendor Responses to *Table C-2 General System Requirements -Vendor Response Checklist* (Appendix C in the RFP) are included as Attachment A and incorporated herein.

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EXHIBIT I
WORK PLAN**

The Contracted Vendor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine all the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with The Contracted Vendor's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of The Contracted Vendor and State Project Managers.

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

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

1. ASSUMPTIONS

A. General

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

B. Logistics

This section is not applicable to this contract.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- Centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contracted Vendor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State

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**STATE OF NEW HAMPSHIRE
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EXHIBIT I
WORK PLAN**

team. Documentation can be stored locally for The Contracted Vendor and State team on a “shared” network drive to facilitate ease and speed of access.

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

D. Technical Environment and Management

No State technical environment is required for this contract.

E. Conversions

No conversions of data from legacy systems are expected for this contract. Any data conversions that may become necessary shall be handled by the Contracted Vendor in collaboration with State personnel

F. Project Schedule

- Deployment is planned to begin on 10 June 2015 with a planned go-live date of 10 July 2015.

G. Reporting

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

H. User Training and Change Management

- The Contracted Vendor Team shall lead the development of the end-user training plan.
- The Contracted Vendor is responsible for the delivery of end-user training.
- The Contracted Vendor and the State shall work in tandem to schedule and track attendance on all end-user training classes, with the Contracted Vendor taking the lead role.

I. Performance and Security Testing

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

2. ROLES AND RESPONSIBILITIES

A. The Contracted Vendor Team Roles and Responsibilities

1) The Contracted Vendor Team Project Executive

The Contracted Vendor Team’s Project Executives (Precision Exams and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Contracted Vendor Team

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Project Manager and the State's Project leadership on the best practices for implementing the Contracted Vendor's Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) The Contracted Vendor Team Project Manager

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

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

3) The Contracted Vendor Team Analysis

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

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

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4) The Contracted Vendor Team Tasks

The Contracted Vendor team shall assume the following tasks:

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

B. State Roles and Responsibilities

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

1) State Project Manager

The State Project Manager shall work side-by-side with the Contracted Vendor Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

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

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2) State Project Assistant

The State Project Assistant will be responsible for providing a primary point of contact for the Vendor and local users, and will interact with the Vendor to address questions or concerns encountered by users in the day-to-day operation of the Solution.

Responsibilities include:

- Functioning as a primary point of contact for the Vendor on matters that do not require the direct involvement of the State Project Manager.
- Referring local users to the Vendor for technical assistance or for any training requests.
- Assisting the Vendor in implementing updates or changes to the System through testing and troubleshooting.
- Inform the State Project Manager of the status of Project deliverables and objectives when requested.

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

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

Responsibilities of the SME include the following:

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

4) State Technical Lead

The State's Technical Lead will report to the State's Project Manager and is responsible for acting as an informational resource for the State's technical tasks.

Responsibilities include:

- Assist the State and The Contracted Vendor Team Project Managers to establish the detailed Work Plan;

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- Work with State IT management to obtain any necessary State technical resources in accordance with the Work Plan; and
- Consult with the Contracted Vendor and lead the State staff's technical efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that The Contracted Vendor will lead the overall effort with support and assistance from the State.

3. SOFTWARE APPLICATION

No software resources are required at the State level for the Contracted Vendor to perform the activities of the Contract. The Solution is a SaaS online service hosted by the Contracted Vendor.

4. CONVERSIONS

No conversions of data from legacy systems are expected for this contract. Any data conversions that may become necessary shall be handled by the Contracted Vendor in collaboration with State personnel.

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description

A. Conversion Testing Responsibilities

- The Contracted Vendor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: Testing Services shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Contracted Vendor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contracted Vendor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contracted Vendor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contracted Vendor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

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5. INTERFACES/INTERCHANGES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces/Interchanges

Interface/Interchange	Components, if applicable	Responsible Party	Description
Secure FTP		<ul style="list-style-type: none"> Contracted Vendor State 	Secure FTP is the preferred method of data transfer between the State, the districts, and Precision Exams. If Precision Exams already operates a secure FTP site that the State and districts can utilize at no extra cost, the State will work with Precision to make use of such a site. If Precision does not have such a site, the State will work with Precision to identify an alternative that satisfies the security requirements necessary for the handling of student and other user data.
District Student Information Systems (SIS)		<ul style="list-style-type: none"> Contracted Vendor State 	It is expected that districts and the State will use data interchanges to submit data to Precision Exams (e.g., upload of a CSV file to secure FTP, which is then downloaded by Precision Exams). However, if interfaces may be built between Precision Exams and district Student Information Systems (SIS) without additional cost, the State Project Management Team will work with Precision to identify interested districts.

A. Interface/Interchange Responsibilities

- The Contracted Vendor Team shall provide the State with Application Data requirements and examples of data mappings and interfaces implemented on other Projects. The Contracted Vendor Team shall identify the APIs the State should use in the design and development of the interface.
- The Contracted Vendor Team shall lead the review of functional and technical interface/interchange Specifications.

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Bulk of testing begins	1-2 months	July	July
Close School Year		July	July
Quarterly Business Review		August	August

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SOFTWARE LICENSE**

1. DOCUMENTATION COPIES

The Contracted Vendor is not providing the State a software license. The Contracted Vendor is providing the State access to an online SaaS system and related services. The Contracted Vendor shall provide the State access to electronic copies of the System's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

2. RESTRICTIONS

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

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

3. TITLE

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

4. VIRUSES

The Contracted Vendor shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, The Contracted Vendor will use reasonable efforts to test the Software for viruses. The Contracted Vendor shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, The Contracted Vendor shall provide a master copy for comparison with and correction of the State's copy of the Software.

5. AUDIT

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

6. SOFTWARE NON-INFRINGEMENT

The Contracted Vendor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services,

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equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

7. SOFTWARE ESCROW

The Contracted Vendor and the State shall finalize this Software Escrow section according to the Work Plan. The preliminary Software Escrow section created by the Contracted Vendor and the State is set forth herein as section 7.1 through 7.5.

7.1 The Contracted Vendor represents and warrants that the currently existing source code for the SaaS Software used by the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at a location to be determined according to the Work Plan ("Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Software not otherwise delivered to the State shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release).

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The Contracted Vendor shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

- 7.2** The Contracted Vendor agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, The Contracted Vendor shall provide the State with written verification that the Software has been deposited with the Escrow Agent.
- 7.3** The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):
- (a) The Contracted Vendor has made an assignment for the benefit of creditors and cannot continue to perform its responsibilities according to this Contract;
 - (b) The Contracted Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind and cannot continue to perform its responsibilities according to this Contract;
 - (c) A receiver or similar officer has been appointed to take charge of all or part of The Contracted Vendor's assets;
 - (d) The Contracted Vendor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
 - (e) The Contracted Vendor defaults under the Contract; or
 - (f) The Contracted Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

7.4 In the event that Deposit Materials are released from escrow to the State, The Contracted Vendor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of The Contracted Vendor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

7.5 The Contracted Vendor agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

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WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Services

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

1.2 System

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

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Services

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

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1.7 Personnel

The Contracted Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.8 Breach of Data

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

2. WARRANTY SERVICES

The Contracted Vendor agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State (State personnel only) a Vendor contact that can provide telephone assistance twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. No on-site support shall be provided;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information;
 - 6) Resolved by;
 - 7) Identifying number i.e. work order number;
 - 8) Issue identified by;
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - 1) mean time between reported Deficiencies with the Software;
 - 2) diagnosis of the root cause of the problem; and
 - 3) identification of repeat calls or repeat Software problems; and

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- h.** All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor as agreed upon by the parties in writing, at no additional cost to the State.

In the event The Contracted Vendor fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare The Contracted Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return The Contracted Vendor's product and receive a full refund for all amounts paid to The Contracted Vendor, including but not limited to, any applicable license fees within (90) days of notification to The Contracted Vendor of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to *Contract Agreement -Part 2 Section 13.1*, the State's option to declare The Contracted Vendor in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall extend for the duration of the Contract and any extensions; however, the warranty for non-infringement shall survive termination or conclusion of the Contract.

If within the last thirty (30) calendar days of the Warranty Period the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, The Contracted Vendor shall correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

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TRAINING SERVICES**

The Contracted Vendor shall provide the following Training Services.

A. TRAINING

Training is to be available in multiple formats, including instructor led training, train-the-trainer model training, and computer based tutorials. Training will primarily be conducted online.

1. Initial Training

Training events and webinar trainings specific for New Hampshire will be implemented in accordance with the Implementation Plan. Each training is inclusive and can be accomplished in 30-60 minutes per session.

2. Delivery Method – Remote (Online or Telephone)

Training for all types of users (Proctors, Administrators, and Students) will be provided via webinar or telephone at no extra charge. Onsite training is available, but may incur an additional charge.

Users may choose to self-train through step-by-step user guides created by the Contracted Vendor, which are available online at all times.

Additional help is available via help desk support over the phone or online, according to the following schedule:

- 7:00 AM to 8:00 PM (ET)
- Monday – Friday
- Closed on Federal Holidays
- 24/7 support provided to NHDOE administrators

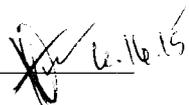
a. Project Team Training

State staff will receive personal training via webinar and/or teleconference from their Implementation Specialist and a Support Representative, at no additional cost. Onsite support may incur additional cost.

b. Key User Training Approach Activities

1) Identify State End Users

The Contracted Vendor Team shall lead the State in identifying and categorizing its end users:

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User Category 1—Power User Training: Power Users are those employees who frequently use the system at the State and district level. The training strategy shall be organized around the State’s business processes and detailed transactions that support these processes. Power Users shall include all State Project Team members, and administrators of the local CTE centers.

User Category 2—Local User Training: Local Users shall access the system for the purposes of proctoring an exam, or conducting inquiries or report viewing on an occasional basis. Their training shall focus on the end-to-end business process and structured inquiry exercises, and will include instruction on how to troubleshoot errors encountered by Student Users (see User Category 3 – Student User Training). Local Users shall include instructors, proctors, and other administrative staff at the district level, the latter to be identified by the State in conjunction with the districts.

User Category 3 – Student User Training: Student Users shall access the system for the purpose of taking an assessment. Their training will be minimal, and confined to how to login to, navigate through, and complete an assessment.

- 2) Develop Training Plan** The Contracted Vendor Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge and comprehension across the State and districts, 2) train users on what they need to know and do to utilize the Solution effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State and districts to train new hires and transfers, and 5) implement a training delivery system that supports learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific training materials for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State’s Team to manage its resources, activities, and timeline throughout the course of the initiative.

3) Develop Training Curriculum

The Contracted Vendor shall develop a recommended training curriculum for the State of New Hampshire End Users.

4) Produce Training Materials and End-User Documentation

The Contracted Vendor team shall provide training materials and end-user Documentation.

5) Ensure Training Quality

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EXHIBIT L
TRAINING SERVICES**

Surveys will be sent out periodically, and contact will be made on a regular basis by the Contracted Vendor's State Implementation Specialists to the State and districts to make sure users are satisfied with their experience, and to provide any needed additional help. The State Project Team will provide feedback and forward questions or comments received from Local Users to the Contracted Vendor Team for resolution and incorporation into training materials as necessary. Online resources and user guides will remain available throughout the duration of the Contract.

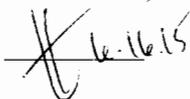
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**STATE OF NEW HAMPSHIRE
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CONTRACT 2015-010- PART 3
EXHIBIT M
AGENCY RFP 2015-010 (WITH ADDENDA) INCORPORATED**

NH Department of Education RFP 2015-010, with all included addenda, are included by reference as binding Deliverables to this Contract.

2015-010 COTS Contract Agreement - Part 3
Exhibit M - Agency RFP 2015-010 (With Addenda) Incorporated
INITIAL and DATE All Pages:

Contracted Vendor's initials & Date:

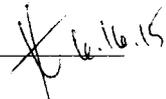
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EXHIBIT N
VENDOR PROPOSAL BY REFERENCE**

The Contracted Vendor's proposal to the NH Department of Education is incorporated herein by reference.

 6.16.15

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EXHIBIT O
SPECIAL EXHIBITS, ATTACHMENTS, AND CERTIFICATES**

Attached are:

- A. Table C-2 General System Requirements -Vendor Response Checklist
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Vote/Authority
- D. Contractor's Certificate of Insurance
- E. Contractor's Certificate of Workers Compensation Insurance

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GENERAL SYSTEM REQUIREMENTS - VENDOR RESPONSE CHECKLIST**

Vendor Instructions	
<p>Vendor Response Column: “Yes” if the current release of the software can fully support ALL the functionality described in the row, without special customization. A “Yes” can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an “No”; A “No” can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).</p>	Place a
<p>Delivery Method Column: Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p>Standard - Feature/Function is included in the proposed system and available in the current software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)</p>	
<p>Comments Column: For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.</p>	

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GENERAL SYSTEM REQUIREMENTS - VENDOR RESPONSE CHECKLIST**

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality	Response	Standard	Notes
Vendor Requirements					
B1.1	Host and administer a web-based assessment system for assessment of secondary career and technical education (CTE) students.	M	Yes	Standard	
B1.2	Provide content for electronic CTE technical skill assessments to align with New Hampshire's CTE program core competencies. (http://education.nh.gov/career/career/program_compnet.htm)	M	Yes	Standard	
B1.3	Ensure content for CTE assessments is aligned with national standards in appropriate technical fields and crosswalked to the sixteen (16) national Career Clusters®.	M	Yes	Standard	
B1.4	Provide course-level, standard-aligned performance evaluation rubrics associated with corresponding electronic CTE assessments.	M	Yes	Standard	
B1.5	Provide existing course-level, standard-aligned, performance evaluation rubrics associated with corresponding electronic assessments	M	Yes	Standard	
B1.6	Score all electronically administered assessments using the corresponding performance evaluation rubrics.	M	Yes	Standard	
B1.7	Provide online reporting of student assessment results, accessible through role-based security levels.	M	Yes	Standard	
B1.8	Provide technical assistance and training to all users, including individual local "Help Desk" support.	M	Yes	Standard	
B1.9	Provide role-based administration tools for the management of users, groups and roles.	M	Yes	Standard	
B1.10	Provide role-based exam administration tools for the management of exam proctors, classes, students and exams.	M	Yes	Standard	
B1.11	Submit to NHDOE a detailed plan to accomplish the Work required of all deliverables in a time frame that accommodates NHDOE schedules, with updates as required, but at a minimum annually.	M	Yes	Standard	
B1.12	Convene a start-up meeting of the Contractor's staff, NHDOE staff and representatives of the current CTE Technical Testing Contractor within 30 days of the award of the Contract.	M	Yes	Standard	

2015-010 COTS Contract Agreement - Part 3

Attachment A – General System Requirements - Vendor Response Checklist

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	Such a meeting may be conducted virtually (web or teleconference).				
B1.13	Convene regular planning meetings of the Contractor's staff, NHDOE staff and subcontractors (if applicable) throughout the length of the Contract and any extensions. Such meetings may be conducted virtually (web or teleconference), and shall be held at least quarterly.	M	Yes	Standard	
B1.14	Establish and maintain a system of ongoing communication directly between the Contractor's program manager and the NHDOE Project Manager for status and update reports.	M	Yes	Standard	
B1.15	In consultation with the NHDOE, establish and maintain a system for ensuring the security of all test processes and materials (including student responses), while secure materials are under the control of the Contractor and subcontractors each year of the Contract and any extensions thereof.	M	Yes	Standard	
B1.16	Establish and maintain a system for assuring quality of products and services each year of the Contract and any extensions thereof.	M	Yes	Standard	
<i>Assessment Requirements</i>					
B2.1	Assessment content shall be aligned with national standards for career and technical fields.	M	Yes	Standard	
B2.2	Assessment content shall be suitable for determining the proficiency of secondary CTE students in New Hampshire's statewide program core competency frameworks (http://education.nh.gov/career/career/program_compet.htm)	M	Yes	Standard	
B2.3	Assessments shall be developed utilizing established procedures used for existing educational testing and certification programs.	M	Yes	Standard	
B2.4	Assessments shall be available in formative and summative formats in addition to a format appropriate for use where no pre- or post-tests have been given.	M	No	Custom	Assessments are summative format, but reporting is formative & summative
B2.5	Assessments shall be suitable for delivery as comprehensive end-of-program exams.	M	Yes	Standard	
B2.6	Assessments shall be designed for delivery in one class period, assuming a "single block" period of 40-45 minutes and a "double block" period of 80-90 minutes.	M	Yes	Standard	
B2.7	Assessments shall "time out" after a period of time suitable for the majority of exam takers to	M	Yes	Standard	

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	complete all questions.				
B2.8	Assessment time limits shall be adjustable for students with documented IEPs who may require additional time to complete the assessment.	M	Yes	Standard	
B2.9	Assessments shall be updated as needed, and reviewed no less than annually, to ensure they reflect the most up-to-date national standards.	M	No	Custom	Assessments are reviewed on a 1-3 year basis
B2.10	Where assessments are not already in existence, procedures shall be in place to create assessments in accordance with national standards, New Hampshire core program competencies, and established exam creation methodology.	M	No	Custom	New exam creation is available but for an additional fee
B2.11	Practice exam modules shall be available for each assessment, to be accessed by students and other users in preparation for taking the actual end-of-program assessments.	M	No	Not Available	Pre and Post assessments available, but not practice
B2.12	Practice exams must provide a student with a test taking experience similar to that of the actual assessment exam, including a similar distribution of content covered and question types employed (multiple choice, matching, true/false, etc.).	M	No	Not Available	Pre and Post assessments available, but not practice
B2.13	Practice exams shall be of sufficient length to provide a student with a reasonable exam-taking experience, including familiarity with how the actual assessment exam will work, what types of questions will be asked, and approximately how long they may expect to have to dedicate to answering each question item. "Sufficient length" here means the number of question items included in the practice exam, not the period of time	M	No	Not Available	Pre and Post assessments available, but not practice
B2.14	There shall be no additional charge to schools, school districts or the NHDOE for participating in practice testing.	M	No	Not Available	Pre and Post assessments available, but not practice
B2.15	The Vendor shall provide a Work Plan and Schedule identifying the process and timeline for the review, updating and revision of assessment content.	M	Yes	Standard	
B2.16	The Vendor shall provide prior notification to the NHDOE of any upcoming updates or revisions to assessment content, and the reasoning behind such changes.	M	Yes	Standard	
B2.17	If updates to assessment content alter an assessment so that it does not meet NHDOE	M	Yes	Standard	

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Attachment A – General System Requirements - Vendor Response Checklist

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GENERAL SYSTEM REQUIREMENTS - VENDOR RESPONSE CHECKLIST**

	content requirements, the Vendor shall provide an alternate exam for New Hampshire use that conforms with such requirements.				
<i>Content Requirements</i>					
B3.1	The bulk of assessment content (questions, scenarios, examples, etc.) is expected to be predeveloped by the Vendor.	M	Yes	Standard	
B3.2	Predeveloped content should allow for alignment with New Hampshire's program core competencies.	M	Yes	Standard	
B3.3	Where assessment content is not already developed for a particular CTE program, the Vendor will work with the NHDOE to identify appropriate national standards and New Hampshire program core competencies to be used by the Vendor in developing appropriate content.	M	Yes	Standard	
B3.4	All assessment content, be it predeveloped or developed in association with the NHDOE, shall be available for NHDOE review and analysis at any time.	M	Yes	Standard	
B3.5	Assessment materials and content must include diverse cultural contexts and be free of stereotypes and other biases.	M	Yes	Standard	
B3.6	Assessment content items will reflect various levels of cognitive complexity. The level of complexity may be determined by several factors including a student's familiarity with the content of the item, the amount and degree of high-level reasoning called for in the item, the cognitive processes required to complete the item, and the anticipated difficulty level of the item for the student. All items should be identified as meeting one of two established levels of cognitive complexity.	M	Yes	Standard	
B3.7	Items will have neither too low a ceiling (e.g. where many students would answer all/most items correctly) nor too high a floor (i.e. where many students would be unable to attempt many items)	M	Yes	Standard	
B3.8	Items will be in the following formats only: multiple choice; labeling; matching; sequencing/order. Items will not require written responses (e.g. short answer, essay).	M	Yes	Standard	
B3.9	Items must be technically sound, professionally defensible, administratively feasible, and meet industry standards for validity and reliability.	M	Yes	Standard	

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B3.10	Items associated with published materials will include the citation of the source as well as the copyright permission as necessary	M	Yes	Standard	
<i>Reporting Requirements</i>					
B4.1	Reports shall not include any personally identifiable student data, except reports to be shared specifically with each individual student (e.g. an individual score report or completion certificate). Such reports will not be available to users outside of the school building where the student was assessed.	M	No	Custom	Reports are available to authorized role appropriate users
B4.2	Reports will be available for students who were tested in each Class, School Building, School District, and throughout the state, with access to such reports limited by user security role.	M	Yes	Standard	
B4.3	Reports will be available to identify school and district users, including teachers, proctors and other administrative users, with access to such reports limited by user security role.	M	Yes	Standard	
B4.4	Assessments shall be scored automatically by the web-based system, and those scores shall be accessible through role-based online reporting.	M	Yes	Standard	
B4.5	Student score reports shall be available immediately after completion of testing, and accessible in a format that can be shared with the individual student.	M	Yes	Standard	
B4.6	Reporting systems will be structured so that reports capture all testing accomplished up to the date and time that the report is being accessed.	M	Yes	Standard	
B4.7	Reports will be available in formats that allow data to be uploaded to or otherwise interfaced with school district Student Information Systems (SIS).	M	Yes	Standard	
B4.8	Reports will enable schools to match student score reports with local student records stored in the local SIS.	M	Yes	Standard	
B4.9	Wherever possible, test data should be available in graphical format(s) to aid and enhance user interpretation of the information.		Yes	Standard	
B4.10	The Vendor shall provide the State with a copy of the State's data on a quarterly basis, in a format acceptable to and agreed upon by the State.	M	Yes	Standard	
B4.11	Students who take part in practice testing shall receive an end of test score in similar fashion to	M	Yes	Standard	

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	how they will receive their score on the actual assessment.				
<i>Technical Requirements</i>					
B5.1	All elements of the assessment system shall be entirely hosted by the Vendor.	M	Yes	Standard	
B5.2	The assessment system shall be entirely web-based and accessible through standard web browsers.	M	Yes	Standard	
B5.3	Use of the assessment system shall not require the purchase of additional software or hardware.	M	Yes	Standard	
B5.4	The system must be configured to allow the transfer of student data from one school or district to another in the event a student transfers between schools or districts.	M	Yes	Standard	
B5.5	In the event a student transfers from one school or district to another, the system must be configured to allow the student's previous school(s) or district(s) to access that student's assessment data for the time period that the student was enrolled in their school or district, for the purposes of longitudinal reporting.	M	Yes	Standard	
B5.6	User accounts -- for students and general users -- must be portable, in the event that such users should move from one school or district to another, either during the school year or between school years.	M	Yes	Standard	
B5.7	User security roles must be adjustable, so that if a user's position should change within a district or in moving to another district their access to data can be adjusted accordingly.	M	Yes	Standard	
B5.8	The vendor must provide for a development, test, and production environments.	M	Yes	Standard	
<i>Security Requirements</i>					
B6.1	All user information shall be kept strictly confidential and shall not be divulged to any third party or other party not covered by this contract.	M	Yes	Standard	
B6.2	Data access shall be role-based, with security levels appropriate for student, instructor, school administration, district, and State users.	M	Yes	Standard	
B6.3	Access to personally identifiable data of all users shall be strictly limited based on user role, and shall be eliminated completely where possible.	M	Yes	Standard	
B6.4	Student demographic information - including but not limited to gender, race/ethnicity, IEP status, English proficiency, economic status, etc	M	Yes	Standard	

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	-- shall not be collected by the system without prior approval of the NHDOE.				
<i>Communication and Training Requirements</i>					
B7.1	The Vendor shall submit to the NHDOE plans for the field testing of assessment content, system updates and upgrades, and data management tools prior to the commencement of field testing.	M	Yes	Standard	
B7.2	The Vendor shall develop and maintain ancillary test materials that inform users of exam registration and administration procedures, user registration and administration procedures, and the interpretation of exam score reports.	M	Yes	Standard	
B7.3	All ancillary test materials will be delivered to NHDOE for review and approval prior to distribution to New Hampshire users.	M	Yes	Standard	
B7.4	The Vendor shall establish and maintain a system of ongoing communication directly with State, district and school test coordinators and administrators each year of the Contract and any extensions thereof.	M	Yes	Standard	
B7.5	The NHDOE shall be included in all mass communication between the Vendor and district or school users (e.g., email blasts, newsletters, etc).	M	Yes	Standard	
B7.6	The Vendor shall conduct trainings for NHDOE, district and school users. Such training will include, but is not limited to: the processes to register students and other users; how to set up exams; how to administer/proctor exams; and how to interpret exam results. Such trainings will serve as "refresher" courses for existing users and primary training for all new users, and shall be provided no less than annually each year of the Contract and during any extensions thereof.	M	Yes	Standard	
B7.7	The Vendor shall be the primary provider of technical assistance to all users (ie, the "Help Desk"), and shall be available no less than the full work week (excluding weekends) between the hours of 8am - 4:30pm Eastern time.	M	Yes	Standard	
APPLICATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
GENERAL SPECIFICATIONS					
A1.1	The Solution must comply with New Hampshire	M	Yes	Stan	

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	RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.			dard	
A1.2	Web-based compatible and in conformance with the following minimum W3C standards:	M	Yes	Standard	Requires Firefox (latest) IE 8+ or Safari 5+
A1.3	XHTML 1.0	M	Yes	Standard	
A1.4	CSS 2.1	M	Yes	Standard	
A1.5	XML 1.0 (fourth edition)	M	Yes	Standard	
A1.6	Ability to operate in a virtual environment, with VMWare	M	No	Not Available	This is a hosted solution
A1.7	Compatibility with EMC Networker for managing backups	M	No	Not Available	This is a hosted solution and State will not be making backups
A1.8	Operates on Microsoft SQL database platform	O	No	Not Available	Databases used are MySQL and Amazon DynamoDB and RDS
APPLICATION SECURITY					
A1.12	Verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.13	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Yes	Standard	
A1.14	Enforce unique user names.	M	Yes	Standard	
A1.15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	No	Not available	Complex password require 8 characters using Caps & numbers
A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	Standard	
A1.17	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A1.18	Expire passwords after a definite period of time in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	

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A1.19	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.20	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A1.21	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A1.22	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	
A1.23	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	
A1.24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	
A1.25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for the lifetime of the application.	M	Yes	Standard	
A1.26	The application must allow a user to explicitly terminate a session. No remnants of the terminated session should then remain.	M	Yes	Standard	
A1.27	Do not use the Software and System Services for anything other than their originally intended use	M	Yes	Standard	
A1.28	The application Data shall be protected from unauthorized use.	M	Yes	Standard	
A1.29	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A1.30	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A1.31	Create change management documentation and procedures	M	Yes	Standard	
TESTING					
State Requirements					
Req #	Requirement Description	Criticality	Response	Standard	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the	M	Yes	Standard	

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	web site and its related Data assets.				
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	
T1.5	Test for encryption; supports the encoding of data for security purposes	M	Yes	Standard	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M	Yes	Standard	
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	No	Not Available	We currently do not perform this type of testing UPDATE: 3/27/2015 We have engaged a third-party security auditing firm to perform a complete security and penetration audit of our systems. We will submit that audit when

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					complete, and, will address audit issues as needed. Currently, primary databases are in Amazon's east datacenter. There are near-real-time copies of each database in geographically disparate west datacenter locations. In addition, daily database backups are taken and stored on S3 servers. Data on S3 is stored in multiple facilities and is designed for eleven 9's of data durability (99.999999999%) over a given year.
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	No	Not Available	We currently do not perform this type of testing UPDATE: 3/27/2015: See T1.11.
T1.13	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M	No	Not Available	We currently do not perform this type of testing UPDATE: 3/27/2015: See T1.11.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	No	Not Available	We currently do not perform this type of testing UPDATE: 3/27/2015: See T1.11.

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<i>STANDARD TESTING</i>					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in the RFP.	M	Yes	Standard	
T2.2	The Vendor must perform application stress testing and tuning as more fully described in the RFP.	M	Yes	Standard	
HOSTING-CLOUD REQUIREMENTS					
<i>State Requirements</i>					
Req #	Requirement Description	Criticality	Yes/No	Standard/Custom	Notes
<i>OPERATIONS</i>					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	
H1.2	State access will be via VPN and/or Internet Browser	M	Yes	Standard	
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	No	Not Available	All access is through a web browser, and not VPN
H1.4	At a minimum, the System should support this client configuration; Internet Explorer 8, and 128 bit encryption.	M	Yes	Standard	
H1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites. The internet connectivity for the penetration testing is the responsibility of the vendor.	M	Yes	Standard	
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Yes	Standard	
H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including	M	No	Custom	All servers and services are part of

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	dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.				the Amazon AWS Cloud Computing infrastructure. We have an internal resource that manages all servers, firewalls, and data backups. All questions regarding data center specifications and operating standards are based on the fact that Amazon adheres to industry best practices. We are assuming compliance with all data center specifications based on this fact.
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes	Standard	
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	
H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	
H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Yes	Standard	
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in	M	Yes	Standard	

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	the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.				
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	
H1.15	Vendor must monitor the application and all servers.	M	Yes	Standard	
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor’s facility.	M	Yes	Standard	
H1.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	
H1.18	Vendor shall monitor System, security, database, and application logs.	M	Yes	Standard	
H1.19	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	No	Custom	<p>All backups are stored within the Amazon data centers.</p> <p>UPDATE: 3/27/2015</p> <ul style="list-style-type: none"> • Currently, all backups are stored within the Amazon data centers. • We have put into our development plan to create additional off-site data management and backup operations.
H1.21	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.22	The Vendor shall immediately report any breach in security to the State of New	M	Yes	Standard	

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	Hampshire.				
<i>DISASTER RECOVERY</i>					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	No	Cust om	Precision Exams follows a strict data backup and disaster recovery process based on industry best practices .
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Stan dard	
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Stan dard	
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Stan dard	
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Stan dard	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, database servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Stan dard	
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Stan dard	
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	No	Cust om	Data backups are not stored at another secure location. They are stored on servers in the Amazon data center. UPDATE: 3/27/2015 - Data backups are not stored at another

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					secure location. They are stored on servers in the Amazon data center. • We have put into our development plan to create additional off-site data management and backup operations.
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	No	Not Available	Personally identifiable information is not encrypted in the database. UPDATE: 3/27/2015 • We have put into our development plan to create additional data encryption of both production and backup data.
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs	M	No	Not Available	
NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple	M	Yes	Standard	

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	Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.				
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	No	Not Available	The State will not have direct access to the servers. All access to the application is through a web browser
HOSTING SECURITY					
H4.1	The Vendor shall employ security measures to ensure that the State's application and data is protected.	M	Yes	Standard	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes	Standard	

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H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes	Standard	
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	
H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M	No	Custom	<p>Logs are stored on individual web, application, and database servers.</p> <p>UPDATE: 3/27/2015</p> <ul style="list-style-type: none"> • We currently store logs on individual web, application, and database servers. • We have put into our development plan to store and backup logs centrally and off-site.
H4.11	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA	M	No	Custom	Database is built and hardened based on industry best practices.
H4.12	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.	M	No	Not Available	
H4.13	The Vendor shall provide fire detection and suppression system, physical security of and	M	Yes	Standard	

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	infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.				
SERVICE LEVEL AGREEMENT					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
H5.2	At the end of the contract, the vendor is responsible to transfer all of the State's data to the State and to remove all of the State's data from their possession.	M	Yes	Standard	
H5.3	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
H5.4	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
H5.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes	Standard	
H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of	M	Yes	Standard	

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	the Contract;				
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	
H5.10	The Vendor response time for support shall conform to the specific deficiency class as described in the RFP.	M	Yes	Standard	
H5.11	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	
H5.12	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Yes	Standard	
H5.13	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	
H5.14	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H5.15	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H5.16	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	
H5.17	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All	M	Yes	Standard	

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	change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.				
H5.18	The Vendor shall provide the State with a secure FTP site to be used the State for uploading and downloading files.	M	Yes	Standard	
SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality	Response	Priority	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST	M	Yes	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in the RFP.	M	Yes	Standard	
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	
S1.9	For all maintenance Services calls, The	M	Yes	Stan	

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	Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by			Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	
WARRANTY SERVICES					
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes	Standard	
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	Yes	Standard	
S2.3	The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	Yes	Standard	
S2.4	On-site additional Services within four (4) business hours of a request;	M	No	Not Available	System is SaaS and doesn't require on-site
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	
S2.6	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by	M	Yes	Standard	

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Clarifications regarding vendor responses

In response to requests for clarification from managers within the Department of Information Technology with regards to vendor responses to specific requirements within Attachment C-2, Precision Exams, LLC, submitted the following clarifications via e-mail on March 27, 2015.

Attachment C-2: "Application Testing"

Clarification was requested regarding Precision Exams' responses to the following items:

- **T1.11 Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system**
- **T1.12 Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.**
- **T1.13 Provide the State with validation of 3rd party penetration testing performed on the application and system environment.**
- **T1.14 Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.**

Precision Exams' Response:

"As the above four items build on each other, we've combined our response here for all four items.

We have engaged a third-party security auditing firm to perform a complete security and penetration audit of our systems. We will submit that audit when complete, and, will address audit issues as needed.

Currently, primary databases are in Amazon's east datacenter. There are near-real-time copies of each database in geographically disparate west datacenter locations. In addition, daily database backups are taken and stored on S3 servers. Data on S3 is stored in multiple facilities and is designed for eleven 9's of data durability (99.99999999%) over a given year."

Attachment C-2: "Hosting -Cloud Requirements: Operations"

Clarification was requested regarding Precision Exams' responses to the following items:

- **H1.20 Vendor shall manage daily backups, off-site data storage, and restore operations.**

Precision Exams' Response:

"Currently, all backups are stored within the Amazon data centers.

We have put into our development plan to create additional off-site data management and backup operations."

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Attachment C-2: "Hosting -Cloud Requirements: Disaster Recovery"

Clarification was requested regarding Precision Exams' responses to the following items:

- **H2.8 Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.**

Precision Exams' Response:

"Data backups are not stored at another secure location. They are stored on servers in the Amazon data center.

We have put into our development plan to create additional off-site data management and backup operations."

- **H2.9 If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.**

Precision Exams' Response:

"We have put into our development plan to create additional data encryption of both production and backup data "

Attachment C-2: "Hosting -Cloud Requirements: Hosting Security"

Clarification was requested regarding Precision Exams' responses to the following items:

- **H4.10 Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.**

Precision Exams' Response:

"We currently store logs on individual web, application, and database servers.

We have put into our development plan to store and backup logs centrally and off-site."

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 Precision Exams, LLC a(n) Utah limited liability company registered to do business in New Hampshire on May 19, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of May, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation Without Seal)

I Edson Barton, Managing Member of Precision Exams LLC, do hereby certify that: (1) I am the duly elected and acting Managing Member of Precision Exams LLC, a Utah Limited Liability Company (the "LLC"); (2) I maintain and have custody and am familiar (State of incorporation) with the minute books of the LLC; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Members of the LLC at a meeting of the said Members held on the 15 day of June, 2015, which meeting was duly held in accordance with Utah law and (State of incorporation)

the by-laws of the Corporation:

RESOLVED: That this LLC enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the LLC of certain services, and that the President/CEO (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 LLC to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this LLC 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 LLC affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

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

Edson Barton President/CEO

Vice President
Treasurer

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Managing Member of the LLC this 15 day of June, 2015.

[Signature]

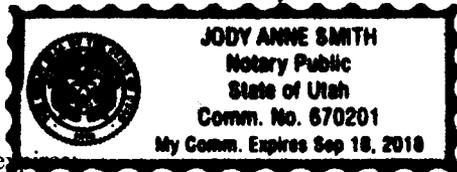
Managing Member

STATE OF Utah
COUNTY OF Utah

On this the 15 day of June, 2015, before me, Jody Smith, the undersigned, personally appeared Edson Barton, who acknowledged her/himself to be the Clerk/Secretary of Precision Exams, a corporation, and that she/he as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Clerk/Secretary.

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

(SEAL)



[Signature]

Notary Public/Justice of the Peace

My Commission expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2015

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 CS&S/THE BUCKNER COMPANY INC PO BOX 946580 MAITLAND, FL 32794-6580 Phone - 877-724-2669 Fax - 877-763-5122	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED PRECISION EXAMS, LLC 476 WEST 50 NORTH AMERICAN FORK, UT 84003-2266														

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 _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	4023016167	04/23/2015	04/23/2016	EACH OCCURRENCE \$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000						
	MED EXP (Any one person) \$10,000						
	PERSONAL & ADV INJURY \$2,000,000						
	GENERAL AGGREGATE \$4,000,000						
	PRODUCTS - COMP/OP AGG \$4,000,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	4023016167	04/23/2015	04/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS
							OTHER
							E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

Certificate holder is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE,
 Department of Education
 Commissioner Virginia Barry, PHD
 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

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