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MLC

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495

February 9, 2023

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

REQUESTED ACTION

For submission on the Consent Calendar authorize the New Hampshire Department of Education to enter into a **sole source** amendment to an existing contract (Contract #2017-073 DOE NH Statewide Assessments: ELA, Mathematics, Science) with Cambium Assessment, Inc. (CAI) (VC#312233), Washington D.C. by adding additional services with no change to the price of $17,376,355 or contract completion date, to provide a small scale Bata Test of video reports of student New Hampshire Statewide Assessment results, effective upon Governor and Council approval through June 30, 2024. This contract was originally approved by Governor & Council on August 23, 2017 (Item #81) and amended on December 18, 2019 (Item #149). A Conditional Consent to Contract Assignment was effective January 1, 2020. A second amendment was approved by Governor and Council on June 30, 2021 (Item #166b). A third amendment was approved by Governor and Council on November 02, 2022 (Item #60).

EXPLANATION

This request became a **sole source** amendment because the previous CAI amendment that was approved on June 30, 2021, called for a change in scope of work and an increase in funds. The New Hampshire Department of Education (NHED) seeks to amend the **sole source** contract with CAI to provide video reports of New Hampshire Statewide Assessment System (NHSAS) results in English Language Arts (ELA), Mathematics, and Science for students in Grades 5 & 8. The NHED submitted an RFP for a statewide assessment program for ELA, Mathematics, and Science prior to entering the original contract with CAI on August 23, 2017. Two proposals were received in 2017, and reviewers from five geographical areas of the state selected CAI (known at the time as the American Institute for Research in the Behavioral Sciences).

Today, the State is required by federal law, titled Every Student Succeeds Act (ESSA), to measure student performance in Science at the Elementary, Middle, and High School levels. In addition, New Hampshire RSA 193-C:6 requires that "[each] year, a statewide assessment shall be administered in all school districts in the state in grades 3 through 8 and one grade in high school." This amendment, which would allow video reporting for only FY23 in addition to existing standard reports, would allow the NHED to provide input into the development of these reports and allow parents to better understand their child's assessment results.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

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

Denis Goulet
Commissioner

February 6, 2023

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

Dear Commissioner Edelblut:

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

> The purpose of this amendment is for CAI to provide video reports of student New Hampshire Statewide Assessment results for FY22. Video reports will be provided in addition to standard reports. This amendment would allow the NHED to provide input into the development of these reports and allow parents to better understand their child's assessment results.
>
> There is no change to the Price Limitation and no change to the Contract Completion Date. The amendment will be effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2017-073D

cc: Timothy DePalo, DoIT IT Lead for DOE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 4

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2017-073, on August 23, 2017, (Item #81), (herein after referred to as the "Agreement"), with American Institutes for Research in the Behavioral Sciences, amended on December 18, 2019 (Item #149), assigned to Cambium Assessment, Inc. effective January 1, 2020, (hereinafter referred to as "Vendor" or "CAI"), amended on June 30, 2021 (Item #166b), and amended on November 2, 2022 (Item #60) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department" or "State"), certain sums as specified therein;

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

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

WHEREAS, the Department wishes to continue to contract with CAI to administer the statewide assessments in English language arts, mathematics, and science for FY23 and FY24;

WHEREAS, the Department and the Vendor wish to provide video reports for FY23;

WHEREAS, The Vendor agrees to provide this additional service; and

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

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

The Agreement is hereby amended as follows:

1. Add video reports for New Hampshire Statewide Assessment results for students in Grades 5 & 8.

2. The Agreement is further amended as described in Table 1:

Table 1-AMENDED TEXT 2017-073 NH Statewide Assessments: ELA, Mathematics, Science

<table>
<tr><th>Contract #2017-073 Part 3 Exhibit A Section Number</th><th>AMENDED TEXT</th></tr>
<tr><td>c. Project Overview</td><td>Add:
In FY 2023, CAI will provide video reports for students in Grades 5 & 8.</td></tr>
<tr><td>d. Statement of Work</td><td>Add:
In FY 2023, CAI will provide video reports for students in Grades 5 & 8.</td></tr>
<tr><td>C-3 DELIVERABLES Table C-3 Deliverables Vendor Response Checklist</td><td>Add:<table><tr><td>58</td><td>Video Reports</td><td>Communication</td></tr></table></td></tr>
</table>

Initial CL
Date 02/15/23

Table 1-AMENDED TEXT 2017-073 NH Statewide Assessments: ELA, Mathematics, Science CONTINUED

Contract #2017-073 Exhibit C Special Provisions	**AMENDED TEXT**
	Add: Cambium Exhibit 3
Contract #2017-073 Exhibit O Appendix A Section Number A	
Deliverables, Milestones and Activities Schedule	Add to Appendix A: Beta Product Description and Tasks **(See attached subtractions/additions to Appendix A)** Add to Appendix A: Video Reports Content Elements – NH Spring 2023 **(See attached subtractions/additions to Appendix A)**

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Date 02/15/23

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2017-073	Original Contract	August 23, 2017 Item #81	June 30, 2021	$9,550,030
2017-073 Amendment 1	1st Amendment	December 18, 2019 Item #149	June 30, 2021	$316,974
Agreement signed December 19, 2019	Conditional Consent to Contract Assignment	Effective January 1, 2020	On-going	N/A
2017-073 Amendment 2	2nd Amendment	June 30, 2021 Item #166b	June 30, 2024	$6,888,601
2017-073 Amendment 3	3rd Amendment	November 2, 2022 Item #60	June 30, 2024	$620,750
2017-073 Amendment 4	4th Amendment	Pending G&C Approval	June 30, 2024	$0
	CONTRACT TOTAL			**$17,376,355**

Initial CL
Date 02/15/23

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

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

Cambium Assessment, Inc.

Christopher Lowe, Senior Director, Contracts
Cambium Assessment, Inc.

Date: Feb 15, 2023

State of New Hampshire

Frank Edelblut, Commissioner
State of New Hampshire
Department of Education

Date: 2/27/2023

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 4

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

Approved by the Attorney General

Elizabeth Brown
State of New Hampshire
Department of Justice

Date: 2/27/2023

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Initial CL
Date 02/15/23

EXHIBIT O – CERTIFICATES AND ATTACHMENTS

Attached are:

A. Additions to Appendix A
B. Cambium Assessment Exhibit 3
C. Contractor's Certificate of Vote/Authority
D. Contractor's Certificate of Good Standing
E. Contractor's Certificate of Insurance

APPENDIX A – BETA PRODUCT DESCRIPTION AND TASKS

Beta Product Description

- CAI will conduct a small-scale Beta to develop and deliver personalized Video Reports to be made available through online access to families of select State students.

- The Beta will involve developing a personalized video template to report assessment data for enrolled students in grades 5 and 8 and who took either a Math, ELA or Science assessment during the spring of 2022.

- CAI proposes during the Beta to develop a single personalized video template to report Spring 2022 summative data for students in Grades 5 and 8 who completed and submitted either a Math, ELA or Science assessment.

- Personalized Videos will be no longer than 5-6.5 minutes.

- Delivery of videos: Videos will be available in Spring 2023 and remain available for approximately 4 weeks; CAI will work with the State in good faith to attempt to time the delivery of video access on a mutually agreed date.
    - Delivery of videos will be via parent access to a third-party website hosted by CAI partner vendor; videos will not be accessible through CAI's Family portal for the Beta.

- CAI will determine an authentication mechanism for parent to access the video hosting website.

- Recommended technical requirements for viewing videos:
    - Newest version of Google Chrome, Firefox, MS Edge, Opera, or Safari.
    - Operating system: Windows 7+, Mac OS X 10.7+, or Ubuntu 10+.
    - Internet connection with 1+ Mbps.
    - In testing, all browsers that support JavaScript will display videos, which excludes Internet Explorer (considered EOL/Dead) and Opera Mini. Videos will play with slower Internet connections but may experience loading or buffering delays.

Below are the tasks involved in the Beta:

1. Content Elements document – review and sign off
2. Video specifications (similar to PRS for paper reports)- client review and sign off
3. Animation style, character depictions – select animation style with agreement by both states
4. Introduction – 20 second state specific intro
5. Draft Script – outline, review and approve
6. Full draft – review and approve
7. Storyboard - – review and approve
8. Select Voice Over
9. Review and Approve video template with dummy data
10. Review and approve draft training module explaining how parents access the videos
11. QC sample of operational videos
12. Discussion of authentication protocols for third party website

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APPENDIX A – BETA PRODUCT DESCRIPTION AND TASKS CONTINUED

13. UAT of website
14. Review and approve draft Moderator guide for parent focus groups
15. Recruit parents for focus group
16. Share focus group findings

Table of CAI and State Actions/Deliverables for each Task

Task	CAI Deliverable	State Deliverable
1. Content Elements document – review and sign off	Draft Content Elements Document	Review and Approve Content Elements Document
2. Video specifications (similar to PRS for paper reports)- client review and sign off	Draft Video Specifications Document	Review and Approve Video Specifications Document
3. Animation style, character depictions – select animation style with agreement by both states	Develop four Animation styles and four options for character depiction	Agree to single character style depiction and animation style for both state participants
4. Introduction – 20 second state specific intro	Present two 20 second options for state specific introduction to video report	Select 20 second state specific intro to VSR
5. Draft Script – outline, review and approve	Present outline for a 5.5 minute script for VSR reporting 2022 results for Math, ELA and Science summative test in grades 5 and 8 only	Review and approve outline
6. Full draft – review and approve	Draft script for a 5.5 minute Video that reports 2022 results for Math, ELA and Science summative test in grades 5 and 8 only	Review and approve script
7. Storyboard - – review and approve	Draft story board (script and visuals) for the 5.5 video	Review and approve storyboard
8. Select Voice Over	Present 3 VO options to each state	Select VO
9. Review and Approve video template with dummy data	Provide video with dummy data for review	Review and sign off on video template with dummy data
10. Review and approve draft training module explaining how parents access the videos	Draft 10 slide training module in PPT for parents on how to access their videos	Review and approve PPT

Initial CL
Date 02/15/23

APPENDIX A – BETA PRODUCT DESCRIPTION AND TASKS CONTINUED

11. QC sample of operational videos	Conduct QC of operational videos	Conduct QC of operational videos
12. Discussion of authentication protocols for third party website	Propose authentication protocols for third party website (description document and rationale)	Review and approve proposed strategy
13. UAT of website	Provide UAT of third party website; conduct CAI UAT	Conduct State UAT
14. Review and approve draft Moderator guide for parent focus groups	Draft Moderator guide for parent focus groups	Review and approve Moderator guide for parent focus groups
15. Recruit parents for focus group	Recruit parents for focus groups	Provide names of parents to schools to contact to participate in focus groups
16. Share focus group findings		

Initial CL
Date 02/15/23

APPENDIX A – VIDEO REPORTS CONTENT ELEMENTS – NH SPRING 2023

Background: Video reports will provide families with data on how their student performed on the summative assessments they participated in during the academic year. They will explain what scores mean and provide next steps families can take to help their student continue to develop their skills and knowledge.

Video reports will be generated at the student level and provided to families electronically after the state data files are produced for the academic year.

The table below answers the following questions:

- What does the stakeholder want to know/what is a question they may want to answer?
- What data exist to answer these questions?
- For which subjects will the element be reported?
- What are possible display options that help answer the question while minimizing the risk of misinterpretation?

Want to know/question to answer	Data elements	Subject	Description
Who is the video report for?	Demographic Information	N/A	The student's first name will be included to identify who the video report is for.
For what tests are results being shown?	Tested year, grade, and subject	ELA, Math, Science	The tested year, tested grade, and subjects assessed will be displayed to specify what results are being shown.
Overall Test Scale	Barrel chart or scale	ELA, Math, Science	The overall scale along with the PLDs and cutscores will be displayed to provide parents with context for their child's performance
How did the student perform overall on each assessment?	Scale Score and Achievement Level	ELA, Math, Science	The overall scale score will be displayed on a chart of possible scores along with the achievement level attained on the assessment. Text describing what the achievement level means will also be included.
How accurate is the scale score shown?	Overall Scale Score Standard Error of Measurement	ELA, Math, Science	The overall scale score standard error of measurement will be shown as part of the graphic showing the overall scale score.

Initial CL
Date 02/15/23

APPENDIX A – VIDEO REPORTS CONTENT ELEMENTS – NH SPRING 2023 CONTINUED

Does the student's score meet state standards?	Proficiency cut for each test	ELA, Math, Science	The reports will indicate whether the achievement level attained meets the state's standards for proficiency.
How does the student's overall performance compare to their peers?	State, District, and School Scale Score	ELA, Math, Science	The overall scale score for the tested grade and subject will be shown for the school, district, and state associated with the student. These averages will be compared against the student's score.
How did the Student Perform on Different Areas of the Test?	Reporting Area Score, Reporting Area Performance Level, and Reporting Area Standard Error of Measurement, What These Results Mean	ELA, Math, Science	A graphic showing the reporting area score, performance level, and standard error of measurement will be shown. It will indicate whether the student's performance was above, at/near or below standard. Text will also be shown that describes what these results mean.
What can families do to help their student increase their knowledge and skills?	Next Steps	ELA, Math, Science	Text providing tasks families can give their students to increase their knowledge and skills will be shown. This text varies depending on the reporting area performance level that is achieved by the student.
How did the student perform on the Essay? (ELA only)	Essay Response Type and Conventions/ Elaboration/Purpose Points Earned	ELA	The type of student response will be displayed as well as the points earned in each essay performance category. Text explaining what the scores mean will also be included.
What do the graphics/symbols in the visuals presented represent?	Legend/Notes	ELA, Math, Science	Descriptions of the tables, graphs, and symbols in the video will clarify what is being displayed.

Initial C.L
Date 02/15/23

CAMBIUM ASSESMENT
EXHIBIT 3

State of New Hampshire Department of Education ("State") and **Cambium Assessment, Inc.** ("CAI") are parties to 2017-073 DOE New Hampshire Statewide Assessments dated July 27, 2017, under which CAI provides assessment related services, to students enrolled in schools and school districts within the State of New Hampshire (the "Contract"). CAI proposes to introduce a new Beta test ("Beta") currently named/identified as CAI Video Reporting Pilot and any associated materials, documentation, or functionality (the "Beta Product"), prior to the Beta Product's formal, commercial release, in accordance with the following Terms and Conditions:

1. The Beta will run upon approval from G&C through June 30, 2024, unless earlier terminated by CAI or otherwise agreed in writing.

2. During the Beta, the State and select users will be given a limited, personal, non-exclusive license to access, use, test and evaluate the Beta Product, subject to the terms contained herein.

3. During and/or at the conclusion of the Beta, the State agrees and authorizes CAI to contact individual State educator personnel involved in the Beta and parents of families that received access to the Beta Product, to schedule one or more brief video or telephonic calls to obtain educator/parent feedback on their experience with and impressions of the usability, usefulness, format, content and length, and other aspects of video reports and this Beta, and any additional feedback and comments (positive and negative) (collectively, "Feedback") about the Beta Product and this Beta. For clarity, Feedback shall not include any student personally identifiable information or educational record information, or any parent or educator personally identifiable information. CAI will own all Feedback and have the right at its sole option to maintain and/or use any Feedback received for any purpose, without obligation or obligation to the State or any individual or entity.

4. There are no charges to the State or students to participate in this Beta with the understanding that Feedback will be provided to CAI at the conclusion of the Beta.

5. The State acknowledges and approves the engagement and use by CAI of PersoniCom as a subcontractor to support CAI in various aspects of CAI's performance of the Beta Product and associated activities under this Beta, which may include, but is not limited to, production of the video template, generation, hosting and delivery of the personalized video reports. CAI acknowledges and agrees that it will be responsible to the State for the actions of PersoniCom with respect to the performance of the Beta Product and this Beta.

6. The State understands that the Beta Product and information and materials that may be shared with the State under this Beta pertain to an educational solution that has not yet been fully developed and released commercially, and that therefore, the Terms of this Beta, the Beta Product and all information and materials related thereto is the confidential information and valuable property of CAI, and therefore, except as otherwise required under applicable law, the State agrees that it will not share or disclose the Beta Product or any CAI confidential information relating to the product or this Beta with any third party without the prior written consent of CAI.

7. Because the Beta Product is a beta version only, it is provided "As Is," with no warranties or representations. For clarity, the State understands and agrees that CAI may cancel or suspend

Initial CL
Date 02/15/23

CAMBIUM ASSESMENT
EXHIBIT 3
CONTINUED

delivery and/or support for the Beta Product at any time without penalty or liability to the State or any other party, person, or entity. In addition, the State acknowledges and agrees that CAI does not guarantee that the Beta Product will be offered and available from CAI in its current form, or in any form, following the conclusion of this Beta.

Student Data

Without limitation of its obligations under Section 5 above, Cambium will take commercially reasonable measures to protect NHED Eligible Students' personally identifiable information (hereinafter referred to as "PII") as defined by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) consistent with FERPA and all applicable privacy laws. NHED Eligible Student data collected by Cambium in performing its obligations under this Agreement will be the property of NHED.

NHED grants Cambium a limited license to use such NHED Eligible Student data, including practice test scores, actual test scores and score improvements, (i) in connection with the performance by Cambium of its obligations to NHED; (ii) to help Cambium analyze the efficacy of its programs; and (iii) for use in the marketing and promotion of Cambium's programs, provided that Cambium will not disclose any PII contained in such data and will otherwise use such data in compliance with Cambium's confidentiality obligation.

Cambium Responsibilities

Cambium 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.

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

Assignment, Delegation and Subcontractors

Cambium 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.

Cambium 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

Initial CL
Date 02/15/23

CAMBIUM ASSESMENT
EXHIBIT 3
CONTINUED

other transfer shall neither relieve Cambium of any of its obligations under the Contract nor affect any remedies available to the State against Cambium that may arise from any event of default of the provisions of the contract. The State shall consider Cambium to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

These Terms and Conditions, including any schedules and appendices referred to herein or attached hereto, memorialize the complete understanding and agreement of the State and CAI with respect to the Beta and Beta Product. Please indicate the State's intent to participate in the Beta as set forth above and your authority to confirm agreement to the terms hereof on behalf of your organization by executing below.

Initial CL
Date 02/15/23

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **830239**

Certificate Number: **0005820027**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of July A.D. 2022.

David M. Scanlan
Secretary of State

Certificate of Attestation
Cambium Assessment, Inc.

I, Sean Klein, hereby certify that I am a duly appointed representative of
(Name of Clerk of Corporation)

Cambium Assessment, Inc. I hereby certify that Christopher Lowe is
(Name of Corporation) (Name of Contract Signatory)

duly authorized to execute contracts on behalf of Cambium Assessment, Inc. and may bind
(Name of Corporation)

the organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 02/10/23 Attest: _____, Chief Legal Officer and Secretary
(mm/dd/yyyy) (Signature of Clerk of Corporation) (Title of Clerk of Corporation)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/12/2022

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Berkley National Insurance Company	38911
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cambium Assessment, Inc.

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			T	04/15/2022	04/15/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY				04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR				04/15/2022	04/15/2023	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				04/15/2022	04/15/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

NH Department of Education
25 Hall Street
Concord NH 03301 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570092650203

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fl

MLC

OCT19'22 PM 3:36 RCVD

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

60

October 4, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a **sole source** amendment to an existing contract (Contract #2017-073 DOE NH Statewide Assessments: ELA, Mathematics, Science) with Cambium Assessment, Inc. (VC#312233), Washington D.C. by increasing the price limitation by $620,750 from $16,755,605 to $17,376,355 and adding additional services, with no change to the contract completion date, to administer the New Hampshire Statewide Assessment, effective upon Governor and Council approval through June 30, 2024. This contract was originally approved by Governor & Council on August 23, 2017 (Item #81) and amended on December 18, 2019 (Item #149). A Conditional Consent to Contract Assignment was effective January 1, 2020. A second amendment was approved by Governor and Council on June 30, 2021 (Item #166b). 48% State Funds, 52% Federal Funds.

Funds to support this request are available in FY23 and are anticipated to be available in FY24 in the accounts titled Assessment-State and Assessment-Federal, upon the availability and continued appropriation of funds in the future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, without further Governor and Council approval, if needed and justified.

SFY	Funding	Current	This Request	Revised
2018	06-56-56-562010-25310000-612-500942	$1,275,219.00		$1,275,219.00
2018	06-56-56-562010-25340000-102-500731	$1,275,219.00		$1,275,219.00
2019	06-56-56-562010-25310000-612-500942	$1,247,418.00		$1,247,418.00
2019	06-56-56-562010-25340000-102-500731	$1,247,418.00		$1,247,418.00
2020	06-56-56-562010-25310000-612-500942	$1,281,676.00		$1,281,676.00

2020	06-56-56-562010-25340000-072-509073	$1,281,676.00		$1,281,676.00
2021	06-56-56-562010-25310000-612-500942	$1,118,814.00		$1,118,814.00
2021	06-56-56-562010-25340000-072-509073	$1,118,814.00		$1,118,814.00
2022	06-56-56-562010-25310000-612-500942	$1,154,600.50		$1,154,600.50
2022	06-56-56-562010-25340000-102-500731	$1,154,600.50		$1,154,600.50
2023	06-56-56-562010-25310000-612-500942	$1,147,037.50	($12,500.00)	$1,134,537.50
2023	06-56-56-562010-25340000-102-500731	$1,147,037.50	$658,250.00	$1,805,287.50
2024	06-56-56-562010-25310000-612-500942	$1,153,037.50	($12,500.00)	$1,140,537.50
2024	06-56-56-562010-25340000-102-500731	$1,153,037.50	($12,500.00)	$1,140,537.50
	Total	$16,755,605.00	$620,750.00	$17,376,355.00

EXPLANATION

This request has become sole source because the department is changing the Scope of Work, adding funding and there are no available extension clauses. The New Hampshire Department of Education (NHED) seeks to amend the contract with Cambium Assessment, Inc. (CAI) for the administration, scoring, and reporting of the New Hampshire Statewide Assessment System (NHSAS) in English language arts, mathematics, and science. This amendment will add funds in FY23 to pay for the development of science test items and to develop and add Interim/Modular test materials to the suite of assessments for grade levels kindergarten through grade two, and grade nine through grade twelve. It will also remove the Remote Proctoring for FY23 and FY24 for a savings of $50,000.

The State is required by the Every Student Succeeds Act (ESSA) to measure student performance in science at the elementary, middle, and high school levels. In addition, New Hampshire RSA 193-C:6 requires that "[each] year, a statewide assessment shall be administered in all school districts in the state in grades 3 through 8 and one grade in high school." The State meets these requirements by administering the NHSAS science test to public and chartered school students in grades five, eight, and eleven. Since 2018, the NHED has contracted with CAI to successfully develop and deliver this operational test. At that time, the NHED chose to access the available test bank of science items and focus funding on the development of mathematics and English language arts items. This amendment would allow the NHED to utilize excess federal funds to develop science test items and provide greater input into the process and selection of these items. This will ensure that educators are utilizing high quality, updated science assessment tools that will be able to provide valuable feedback and documentation to schools, districts, and the public on the status of K-12 education in New Hampshire.

In addition, the amendment would allow the NHED to offer a more comprehensive suite of assessment materials for all grade levels K-12. This includes modular tests for specific units of study in mathematics, science, and English language arts, that allow for continual progress monitoring, as well as interim tests that correspond to the New Hampshire summative, year-end tests, that can be utilized mid-year to

determine if students are meeting the content standards. The existing reporting features would allow for educators and schools to include this comprehensive suite of assessment results in their own progress monitoring of students and share the data with families via the Family Portal.

Finally, the NHED will receive a credit in total of $50,000 by removing the remote administration feature for the summative assessment from the contracted services for FY23 and FY24. New Hampshire schools have returned to in-person instruction and the need for remote administration is no longer necessary as the statewide assessments will continue to be conducted in-person.

In the event that Federal Funds become no longer available, additional general funds will not be requested to support these additions to the contracted services.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:cd:sm

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

Denis Goulet
Commissioner

September 12, 2022

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

Dear Commissioner Edelblut:

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

The purpose of this request is to continue to contract with Cambium for the administration, scoring and reporting of the New Hampshire Statewide Assessment in English Language Arts, Mathematics and Science. This amendment will add the funds to pay for the Science Consortium membership in FY23 and FY24 and to add Off-Grade Interim/Modular Assessments in FY23. It will also remove the Remote Proctoring for FY23 and FY24 for a savings of $50,000.

The price limitation will increase by $620,750 from $16,755,605 to $17,376,355, effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2017-073C

cc: Bruce Smith, ASD Assistant Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 3

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2017-073, on August 23, 2017, (Item #81), (herein after referred to as the "Agreement"), with American Institutes for Research in the Behavioral Sciences, amended on December 18, 2019 (Item #149), assigned to Cambium Assessment, Inc. effective January 1, 2020, (hereinafter referred to as "Vendor" or "CAI"), and amended on June 30, 2021, (Item #166b) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department" or "State"), certain sums as specified therein;

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

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

WHEREAS, the Department wishes to continue to contract with CAI to administer the statewide assessments in English language arts, mathematics, and science for FY23 and FY24

WHEREAS, the Department and the Vendor wish to remove Remote Proctoring for FY23

WHEREAS, the Department and the Vendor wish to add Off-grade Interim/Modular Assessments for FY23

WHEREAS, the Department and the Vendor wish to add Science Item Development for FY23 and FY24

WHEREAS, The Vendor agrees to provide these additional services

WHEREAS, the Department and the Vendor wish to increase the Contract price by $620,750 to bring the total contract price to $17,376,355

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $620,750 from $16,755,605 to $17,376,355

2. The Agreement is further amended as described in Table 1:

Table 1

Contract #2017-073 Statement of Work Section Number	AMENDED TEXT
Part 2 Amount of Contract	Remove: $16,755,605 Replace with: $17,376,355

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 3

Part 2 Submitted By:	Remove: Melissa White Replace with: Nate Greene
Part 2 Email:	Remove: Melissa.White@doe.nh.gov Replace with: Nathaniel.T.Greene@doe.nh.gov
Part 2 Phone:	Remove: 603-271-3855 Replace with: 603-271-5252
Part 2, 4.4 State Contract Manager	Remove: Melissa White Replace with: Nate Greene
Part 2, 4.5 State Project Manager	Remove: Melissa White Replace with: Nate Greene
Part 2, 12.2 Limitation of Liability	Remove: Subject to applicable laws and regulations, in no event shall CAI be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed $16,755,605 two times (2X) as follows: liability shall not exceed $5,100,876 for any and all liability arising during the period from award through June 30, 2018; $4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; $5,126,704 for any and all liability arising during the period July 1, 2019-June 30, 2020; $4,475,256 for any and all liability arising during the period July 1, 2020-June 30, 2021; $4,618,402 for any and all liability arising during the period July 1, 2022-June 30, 2023; $4,588,150 for any and all liability arising during the period July 1, 2022-June 30, 2023; $4,612,150 for any and all liability arising during the period July 1, 2023-June 30, 2024. Replace with: Subject to applicable laws and regulations, in no event shall CAI be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed $17,376,355 two times (2X) as follows: liability shall not exceed $5,100,876 for any and all liability arising during the period from award through June 30, 2018; $4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; $5,126,704 for any and all liability arising during the period July 1, 2019-June 30, 2020; $4,475,256 for any and all liability arising during the period July 1, 2020-June 30, 2021; $4,618,402 for any and all liability arising during the period July 1, 2022-June 30, 2023; $5,879,650 for any and all liability arising during the period July 1, 2022-June 30, 2023; $4,562,150 for any and all liability arising during the period July 1, 2023-June 30, 2024.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 3

<table>
<tr><td>Part 2, 16 Dispute Resolution</td><td>Remove:
<table>
<tr><th>LEVEL</th><th>CAI</th><th>STATE</th><th>CUMULATIVE ALLOTTED TIME</th></tr>
<tr><td>Primary</td><td>Tom Glorfield
Program Manager</td><td>Melissa White
State Project Manager (PM)</td><td>5 Business Days</td></tr>
<tr><td>First</td><td>Heather Hayes
Vice President</td><td>Melissa White</td><td>10 Business Days</td></tr>
<tr><td>Second</td><td>John Cohen
President</td><td>McKenzie Snow
Director</td><td>15 Business Days</td></tr>
</table>
Replace with:
<table>
<tr><th>LEVEL</th><th>CAI</th><th>STATE</th><th>CUMULATIVE ALLOTTED TIME</th></tr>
<tr><td>Primary</td><td>Tom Glorfield
Program Manager</td><td>Nate Greene
State Project Manager (PM)</td><td>5 Business Days</td></tr>
<tr><td>First</td><td>Heather Hayes
Vice President</td><td>Nate Greene</td><td>10 Business Days</td></tr>
<tr><td>Second</td><td>John Cohen
President</td><td>Caitlin Davis
Director</td><td>15 Business Days</td></tr>
</table></td></tr>
<tr><td>Part 2, 17.10 Notices</td><td>Remove:
Melissa White
Tel: (603) 271-3855

Replace with:
Nate Greene
Tel: (603) 271-5252</td></tr>
<tr><td>Contract #2017-073 Part 3 Exhibit A Section Number</td><td>AMENDED TEXT</td></tr>
<tr><td>c. Project Overview</td><td>Add:
In FY 2023, CAI will provide Off-grade Interim/Modular Assessments</td></tr>
<tr><td>d. Statement of Work</td><td>Add:
In FY 2023, CAI will provide Off-grade Interim/Modular Assessments</td></tr>
<tr><td>C-3 DELIVERABLES Table C-3 Deliverables, Vendor Response Checklist</td><td>Add:
<table>
<tr><td>57</td><td>Off-grade Interim/Modular Assessments</td><td>Non-Software</td></tr>
</table></td></tr>
</table>

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 3

Contract #2017-073 Exhibit B Section Number	AMENDED TEXT
3. Invoicing	Remove: Melissa White Replace with: Nate Greene
Contract #2017-073 Exhibit C Special Provisions	AMENDED TEXT
	Remove: DOE Exhibit 2 & 4 Cambium Exhibit 1 Replace with: NHED Federal Debarment and Suspension Statement NHED Federal Funding Statement Cambium Exhibit 1 Cambium Exhibit 2
Contract #2017-073 Appendix A Section Number	
Deliverables, Milestones and Activities Schedule	Add: **(See attached subtractions/additions to Appendix A)**
Contract #2017-073 Appendix B Section Number	AMENDED TEXT
F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List	Add: **(See attached subtractions/additions to Appendix B)**

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 3

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2017-073	Original Contract	August 23, 2017 Item #81	June 30, 2021	$9,550,030
2017-073 Amendment 1	1st Amendment	December 18, 2019 Item #149	June 30, 2021	$316,974
Agreement signed December 19, 2019	Conditional Consent to Contract Assignment	Effective January 1, 2020	On-going	N/A
2017-073 Amendment 2	2nd Amendment	June 30, 2021 Item #166b	June 30, 2024	$6,888,601
2017-073 Amendment 3	3rd Amendment	Pending G&C Approval	June 30, 2024	$620,750
	CONTRACT TOTAL			$17,376,355

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 3

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

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

Cambium Assessment, Inc.

Christopher Lowe, Senior Director, Contracts
Cambium Assessment, Inc.

Date: 10/10/22

State of New Hampshire

Frank Edelblut, Commissioner
State of New Hampshire.
Department of Education

Date: 10/18/2022

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
CONTRACT AMENDMENT 3

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

Approved by the Attorney General

Elizabeth A. Br

Elizabeth Brown
State of New Hampshire, Department of Justice

Date: 10/18/2022

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

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

Attached are:

A. Additions to Appendix A – Deliverables, Milestones, and Activities Schedule.
B. Additions/Subtractions to Appendix B – Activities/ Deliverables/Milestones Pricing Worksheet
C. Cambium Assessment Exhibit 1
D. Cambium Assessment Exhibit 2
E. NHED Federal Debarment and Suspension Statement
F. NHED Federal Funding Statement
G. Contractor's Certificate of Good Standing
H. Contractor's Certificate of Vote/Authority
I. Contractor's Certificate of Insurance

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
APPENDIX A – ADDITIONS TO CONTRACT DELIVERABLES
DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH Statewide Assessments: ELA, Mathematics, Science
AGREEMENT 2017-073
APPENDIX A – ADDITIONS TO CONTRACT DELIVERABLES
DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
			REMOVE:				
401			**Remote Proctoring of Interim/Benchmark Assessments For FY23 and FY24 Only - $50,000**	Flat Fee	Start and Finish dates for this item to be determined upon approval by Governor & Council	Start and Finish dates for this item to be determined upon approval by Governor & Council	
			ADD:				
404			**Science Item Development** Pricing Structure: Cluster/Item Development $204,000 Virtual Meetings $66,750 **TOTAL $270,750**	Fee Structure	Upon approval by Governor & Council	June 30, 2024	

405			**Off-Grade Modules** Pricing Structure: Administration fees Approx # students per grade: 12,000 # of grades (K, 1, 2, 9, 10, 12): 6 Total # of students: 72,000 Cost per student: $3.00 **TOTAL: $216,000** License fees – High School content Approx # students per grade: 12,000 # of grades (9, 10, 12): 3 # of subjects (ELA, Math): 2 License fee per test: $1.50 **TOTAL: $108,000** License fees – Elementary School content Approx # students per grade: 12,000 # of grades (K, 1, 2): 3 License fee per test: $1.00 **TOTAL: $36,000** Initial set-up fee: **$40,000** **GRAND TOTAL: $400,000**	Fee Structure	Upon approval by Governor & Council	June 30, 2023		

RFP 2017-073 DOE NH STATEWIDE ASSESSMENTS
ADDITIONS TO APPENDIX B
Extended Term

	P-1 Activities/Deliverables/Milestones Pricing Worksheet - Deliverables List	Year 4	Year 5	Year 6	Year 7	TOTAL	
		2020-2021	2021-2022	2022-2023	2023-2024		
	Deliverable						
	PLANNING AND PROJECT MANAGEMENT						
1	Conduct Project Kickoff Meeting	26,153	26,153	26,153	26,153	104,613	
2	Project Status Reports	212,000	212,000	212,000	212,000	848,000	
3	Work Plan	7,500	7,500	7,500	7,500	30,000	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	-	-	-	-	-	
5	Security Plan	-	-	-	-	-	
6	Communications and Change Management Plan	-	-	-	-	-	
7	Requirements Trace Ability Matrix	-	-	-	-	-	
8	Software Configuration Plan	-	-	-	-	-	
9	Systems Interface Plan and Design/Capability	7,500	7,500	7,500	7,500	30,000	
10	Testing Plan	-	-	-	-	-	
11	Data Conversion Plan and Design	-	-	-	-	-	
12	Deployment and Roll-out Plan	-	-	-	-	-	
13	Comprehensive Training Plan and Curriculum	12,139	12,139	12,139	12,139	48,556	
14	End User Support Plan	-	-	-	-	-	
15	Business Continuity Plan	-	-	-	-	-	
16	Documentation of Operational Procedures	-	-	-	-	-	
	MASTER SCHEDULE						
17	Conduct Training	86,530	86,530	86,530	86,530	346,120	
	DESIGN						
18	Item Banks and Configuration for Testing (UAT)	207,900	207,900	207,900	207,900	831,600	
19	Test Administration	808,500	808,500	808,500	808,500	3,234,000	
20	Test Staging	150,000	150,000	150,000	150,000	600,000	
21	Student Data File	157,500	157,500	157,500	157,500	630,000	
22	Online Reporting System	95,332	95,332	95,332	95,332	381,328	
23	Deliver Individual Student Reports (ISR)	50,878	50,878	50,878	50,878	203,512	
24	TAC Meeting (2)	113,101	113,101	113,101	113,101	452,404	
25	Technical Report	50,000	50,000	50,000	50,000	200,000	
26	Conduct Project Exit Meeting	-	-	-	12,000	12,000	
	ITEM DEVELOPMENT AND TEST CONSTRUCTION						
27	Test Design	-	-	-	-	-	
28	Summative Test Construction	30,000	30,000	30,000	30,000	120,000	
29	Interim Form Construction	5,000	5,000	5,000	5,000	20,000	
30	Practice Tests	-	-	-	-	-	
31	Bias/Sensitivity Committee Review	42,830	42,830	42,830	42,830	171,320	
32	Content Review	99,513	99,513	99,513	99,513	398,052	
33	Standard Setting	-	-	-	-	-	
34	Standards Revision/Performance Level Descriptors incl. Meeting	-	-	-	-	-	
	PLANNING AND PROJECT MANAGEMENT - ALIGNMENT STUDY						
35	Prep Time (Load software & materials to computers)	-	-	-	-	-	
36	Meeting with WebbAlign	-	-	-	-	-	
37	Gather Materials	-	-	-	-	-	
38	Alignment Study Analysis	-	-	-	-	-	
39	Meeting Participation Time	-	-	-	-	-	
40	WebbAlign Costs	-	-	-	-	-	
41	Facility Costs	-	-	-	-	-	
42	A/V Costs	-	-	-	-	-	
43	Catering Costs	-	-	-	-	-	
44	NH Contract Specialist Hotel/Stipends	-	-	-	-	-	
45	Shipping & Return of Laptops	-	-	-	-	-	
46	Use of the Locks and Quantic Modes and Measures	-	-	-	-	-	
	MISCELLANEOUS						
47	Speech-to-Text	5,000	5,000	5,000	5,000	20,000	
48	Remote Proctoring	25,000	25,000	-	-	50,000	Removing Remote Proctoring
49	Summative Remote Tests	45,250	-	-	-	45,250	
	Family Portal		116,823	101,697	101,697	320,217	
50	Rescoring			-	-		
51	Science Item Development			270,750		270,750	
52	Off-Grade Modules			400,000		400,000	Adding for FY 23 only
				2,294,075	2,306,075		Previous Totals
				(25,000)	(25,000)		Removing Remote Proctoring
				270,750			Adding Science Item Development
				400,000			Adding Off-Grade Modules

Initials CL

Date 10/10/22

CAMBIUM ASSESSMENT
EXHIBIT 1

Off-Grade interim/modular assessments for NH

The G9-10 interim assessments (Algebra for G9 and Geometry for G10) are similar to the summative assessment. They are built with similar items, but are shorter and are intended to be administered during seasonal testing windows to show student progress toward proficiency. These are adaptive assessments that can provide teachers with instant, detailed reporting at the domain level.

The K-2 interim assessments provide a snapshot of how much students understand and their ability to meet standard expectations at a point in time. They can also serve as a data point to help determine if individual students are 'on track' for proficiency as they enter and move through second grade. The intent of these fixed-form assessments is that they be used in conjunction with classroom, formative, and other district assessments to guide instructional determinations.

Pricing Information:

Administration fees	
Approx # students per grade:	12,000
# of grades (K, 1, 2, 9, 10, 12):	6
Cost per student:	$3.00
TOTAL:	**$216,000**
License fees – High School content	
Approx # students per grade:	12,000
# of grades (9, 10, 12):	3
# of subjects (ELA, Math):	2
License fee per test:	$1.50
TOTAL:	**$108,000**
License fees – Elementary School content	
Approx # students per grade:	12,000
# of grades (K, 1, 2):	3
License fee per test:	$1.00
TOTAL:	**$36,000**
Initial set-up fee:	**$40,000**
Grand total:	**$400,000**

NH Off-Grade Testing SY 22-23

CAMBIUM ASSESSMENT
EXHIBIT 2

Science Item Development School Year 23-34

As a member of the Next Generation Science Standards (NGSS) group, New Hampshire would be required to develop a certain number of cluster sand stand-alone items. The initial requirement is for the development of 17 clusters and 17 stand-alone items.

In addition to the development of clusters and items, a series of review meetings must be conducted, after the initial development work is completed. These meetings include Content Review, Fairness Review, Rubric Validation, and Data Review.

The associated costs for development and review meetings are outlined below:

Pricing information:

Item Development	
Item Development (Cluster):	$10,500
No. of Clusters required:	17
Total cost of Cluster development:	**$178,500**
Item Development (Single):	$1,500
No. of Single items required:	17
Total cost of Single item development:	**$25,500**
Item Development total:	**$204,000**
Review Meetings	
Virtual meetings:	$66,749.50
In-person meetings:	$142,722.80
Grand Totals	
Item Development w/ virtual review:	**$270,749.50**
-or-	
Item Development w/ in-person review:	**$346,722.80**

Science Item Development SY 23-24

NHED
Federal Debarment and Suspension Statement

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

NHED
Federal Funding Statement

Federal Certification 2 CFR 200.415

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

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

CERTIFICATE OF ATTESTION

Corporation

I, Sean Klein, hereby certify that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

Cambium Assessment, Inc. (Corporation Name). I hereby certify that Christopher Lowe (Name of Contract Signatory),

Senior Director, Contracts (Title of Contract Signatory), is duly authorized to execute contracts on behalf of

Cambium Assessment, Inc. (Corporation Name) and may bind the company thereby.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that this authorization shall remain valid for thirty (30) days from this date 10/10/22 (mm/dd/yyyy)

DATED:* 10/10/22 (mm/dd/yyyy) ATTEST: [signature] (Signature of Clerk of Corporation) Chief Legal Officer and Secretary (Title of Clerk of Corporation)

*This document cannot postdate the contract to which it is attached.

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 830239

Certificate Number: 0005820027

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of July A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/12/2022

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkley National Insurance Company	38911
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cambium Assessment, Inc.

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:				04/15/2022	04/15/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY				04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION				04/15/2022	04/15/2023	EACH OCCURRENCE	$25,000,000
							AGGREGATE	$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A		04/15/2022	04/15/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

NH Department of Education
25 Hall Street
Concord NH 03301 USA

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

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570092650203

ACORD 25 (2016/03)

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KB

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JUN21 '21 AM 8:59 RCVD

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

June 11, 2021

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:mw:emr

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

Denis Goulet
Commissioner

June 11, 2021

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

Dear Commissioner Edelblut:

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

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

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

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2017-073B

cc: Bruce Smith, ASD Assistant Director

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

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

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

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

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

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

WHEREAS, The Vendor agrees to provide these additional services

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

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

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

The Agreement is hereby amended as follows:

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

Table 1

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

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

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

	$4,475,256 for any and all liability arising during the period July 1, 2020-June 30, 2021; $4,618,402 for any and all liability arising during the period July 1, 2022-June 30, 2023; $4,588,150 for any and all liability arising during the period July 1, 2022-June 30, 2023; $4,612,150 for any and all liability arising during the period July 1, 2023-June 30, 2024.
Part 2, 16.Dispute Resolution	Remove:

LEVEL	CAI	STATE	CUMULATIVE ALLOTTED TIME
Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days
First	Heather Hayes Vice President	Sandie MacDonald Administrator	10 Business Days
Second	John Cohen President	Heather Gage Director	15 Business Days

Replace with:

LEVEL	CAI	STATE	CUMULATIVE ALLOTTED TIME
Primary	Tom Glorfield Program Manager	Melissa White State Project Manager (PM)	5 Business Days
First	Heather Hayes Vice President	Melissa White	10 Business Days
Second	John Cohen President	McKenzie Snow Director	15 Business Days

Part 2, 17.10 Notices	Remove: Julie Couch Tel: (603) 271-3492 Replace with: Melissa White Tel: (603) 271-3855
Contract #2017-073 Part 3 Exhibit A Section Number	AMENDED TEXT
c. Project Overview	Add: In FY 2021, CAI will provide Summative Remote Tests (for FY 21 only) In FY 2021, CAI will begin providing Remote Proctoring of Interim/Benchmark assessments. In FY 2021, CAI will begin providing Speech-to-Text tool for assessments. In FY 2022, CAI will begin providing a Family Portal
d. Statement of Work	Add: In FY 2021, CAI will provide Summative Remote Tests (for FY 21 only) In FY 2021, CAI will begin providing Remote Proctoring of Interim/Benchmark assessments. In FY 2021, CAI will begin providing Speech-to-Text tool for assessments. In FY 2022, CAI will begin providing a Family Portal.

Initial all pages
Vendor Initials: CL
Date: 08/18/2021

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

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

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

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

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

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

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

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

Christopher Lowe

Date: 06/15/2021

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

Corporate Signature Notarized:
STATE OF N/A COVID 19

COUNTY OF _____

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

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

_____
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

State of New Hampshire

Date: 6-18-21

Frank Edelblut, Commissioner
State of New Hampshire
Department of Education

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

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

Approved by the Attorney General.

Christopher Bond
State of New Hampshire, Department of Justice

Date: 6/17/21

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

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

Attached are:

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

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

APPENDIX A – ADDITIONS TO CONTRACT DELIVERABLES

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

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

RFP 2017-073 DOE NH STATEWIDE ASSESSMENTS
ADDITIONS TO APPENDIX B

Extended Term

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

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

48	Remote Proctoring	25,000	25,000	25,000	25,000	100,000
49	Summative Remote Tests	45,750				
	Family Portal		116,823	101,697	101,697	320,217
50	Retainage					
	Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

DOE
Exhibit 2
Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

2. Does not have a proposed debarment pending;

3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

DOE
EXHIBIT 4
Federal Funding Statement

Federal Certification 2 CFR 200.415

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

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

CAMBIUM ASSESSMENT
EXHIBIT 1

Remote Proctoring Terms and Conditions

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

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

1. State of New Hampshire Department of Education shall require each school or district that participates in a CAI-administered assessment involving the use of remote proctoring to:

   a. Ensure that all participating students and TAs have the proper hardware, software and Internet access that will allow the test to be administered and proctored remotely.

   b. Notify all participating students and parents or guardians of participating students that an upcoming online assessment will be proctored remotely and obtain written acknowledgements of and consents to such practice from a parent or guardian before allowing a student to participate in such assessment. CAI shall have no obligation to provide any such notices itself and may assume that all students who participate in the test (and their parents or guardians) are allowed to do so and have been provided with the requisite notices.

   c. Ensure that all TAs designated to perform remote proctoring (i) are able to confirm the identity of each participating student, (ii) are qualified to oversee online testing generally and have received the necessary training and certification to perform remote proctoring, and (iii) have agreed to remote proctoring guidelines for proctors.

   d. Distribute or otherwise communicate the appropriate guidelines for (i) persons performing remote proctoring and (ii) participating students in advance of any online testing involving remote proctoring.

2. CAI will:

   a. Inform participating schools and districts of (i) the technical requirements for online testing with remote proctoring and (ii) the functions and capabilities of the remote proctoring feature.

   b. Distribute or otherwise communicate guidelines in accordance with state policy for TAs who will be performing remote proctoring and participating students.

3. The Parties will specify in writing any online testing that will use the remote proctoring feature. Such writing may specify the kind of assessment, the subject matter(s), the grade(s) being tested, and such details as the Parties may determine to be relevant, provided that in any event these Terms shall be deemed to apply to any and all online testing that are specified in the writing.

4. CAI expressly disclaims any and all warranties of any kind relating to the remote proctoring feature and cannot be held responsible or liable for any loss, damages or claims (collectively, "Claims") arising from or related to the use of remote proctoring in online testing, including but not limited to Claims arising from or relating to the efficacy of remote proctoring in maintaining test compliance, the effects, detrimental or otherwise, that may be experienced by students who are proctored remotely, and/or any loss or compromise of data, including, without limitation, assessment materials, Item Security, Data Security, Service Interruptions or privacy as a result of remote proctoring.

5. State of New Hampshire Department of Education will indemnify, defend, and hold CAI and CAI's officers, directors, employees and representatives harmless from and against any and all third party claims arising from, in connection with, or related in any way, directly or indirectly, to: (i) failure by any participating school or district to comply with the requirements set forth in Section 1 above; (ii) the use of the remote proctoring feature by TAs or other school or district officials in violation of the guidelines for remote proctors or otherwise for purposes other than to perform test monitoring tasks; or (iii) the loss of privacy, data or security resulting from the use of the remote proctoring feature in online testing.

6. Given that the remote proctoring feature involves CAI's provision of online testing services that are covered under the contract, the terms and conditions of the contract shall also apply. If there is any irreconcilable conflict between the terms of the contract and these Terms, however, insofar as they relate to the existence or use of the remote proctoring feature, these Terms shall prevail.

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 830239

Certificate Number: 0005370239

IN TESTIMONY WHEREOF,

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

William M. Gardner

Secretary of State

CERTIFICATE

(Corporation With Seal)

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

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

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

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

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

(SEAL)

Secretary

STATE OF TEXAS

COUNTY OF DALLAS

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

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

MARCY P. HOLLANDER
My Notary ID # [illegible]
Expires July 13, 2024

Notary Public/Justice of the Peace

My Commission expires:

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

ADDITIONS TO APPENDIX A AND APPENDIX B

Attached are:

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

Revised 8/2/19

EXHIBIT 1

Contractor
Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference:
2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

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

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

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

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

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33
U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

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

Contractor Initials
Date 9/26/2019

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/19/2021

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B.Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Cambium Assessment, Inc.

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Berkley National Insurance Company	38911
INSURER B:	Lloyd's Syndicate No. 2623	AA1128623
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:				04/15/2021	04/15/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY				04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION				04/15/2021	04/15/2022	EACH OCCURRENCE	$25,000,000
							AGGREGATE	$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			04/15/2021	04/15/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Cyber Liability			Cyber/E&O - Claims Made SIR applies per policy terms & conditions	04/15/2021	04/15/2022	Aggregate	$5,000,000

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

Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

New Hampshire, Department of Education
101 Pleasant Street
Concord NH 03301 USA

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

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570067050815

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

CONDITIONAL CONSENT TO CONTRACT ASSIGNMENT

The New Hampshire Department of Education (NH DOE), hereby conditionally consents to American Institutes for Research in the Behavioral Sciences (AIR) (Vendor #167227) on December 19, 2019 assignment of the following Contract, listed below, between the NH DOE and AIR to Cambium Assessment, Inc. (Vendor #312233), with principal place of business at 1000 Thomas Jefferson Street, NW., Washington, DC 20007.

Vendor Name	Contract Name	G&C Approval Date & Item #	Purchase Order #
American Institutes for Research in the Behavorial Sciences (AIR)	NH Statewide Assessments: ELA, Mathematics, Science	Original Contract: September 13, 2017 #81 Amendment #1 – Approved December 18, 2019, Item #149	#1058260

This consent to assignment is conditional upon Cambium Assessment's acknowledgment and agreement to assume full responsibility for performance of the entire Contract and its amendments listed above, including but not limited to, any and all obligations and liabilities of the Contract for the full term of the Contract beginning from the original effective date through its final termination.

Subject to the conditions contained herein, the Consent to Assignment shall be effective on January 1, 2020. If the transaction does not close, the consent given hereunder will be of no force or effect.

By: _____ Date: 12-19-19
Frank Edelblut, NH DOE Commissioner

I, Scott McWhorter, do hereby represent that I am the Secretary and General Counsel of Cambium Assessment, Inc., and acknowledge and agree that AIR has assigned the aforementioned Contract between the NH DOE and AIR to Cambium Assessment, Inc. Effective January 1, 2020, Cambium Assessment, Inc. agrees that as the assignee, Cambium Assessment, Inc. fully assumes responsibility for performance of the entire Contract including, but not limited to, any and all obligations and liabilities, for the full term of the Contract beginning on the original effective date of the Contract of September 13, 2017, through its final termination. I further represent and attest that I am duly authorized and empowered to fully bind Cambium Assessment, Inc. to representations herein and to execute this Conditional Consent on behalf of Cambium Assessment, Inc.

Documentation Requirement for Assignee:

1. Certificate of Insurance meeting the requirements of the P-37
2. Certificate of Authority/Vote
3. Certificate of Good Standing

Cambium Assessment, Inc.

12/31/19
Date

J. Scott McWhorter
Scott McWhorter, Secretary and General Counsel

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 31st day of December, 2019, by Scott McWhorter.

MARSY P. HOLLANDER
My Notary ID # 124989460
Expires July 15, 2020

M Hollander
Notary Public/Justice of the Peace
My Commissioner Expires: 07-15-20

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/08/2019

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Valley Forge Insurance Co	20508
INSURER B:	American Casualty Co. of Reading PA	20427
INSURER C:	National Fire Ins. Co. of Hartford	20478
INSURER D:	The Continental Insurance Company	35289
INSURER E:	Illinois National Insurance Co	23817
INSURER F:		

INSURED
Cambium Assessment, Inc.

COVERAGES CERTIFICATE NUMBER: 570079188343 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:				02/15/2019	02/15/2020	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY				02/15/2019	02/15/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000				02/15/2019	02/15/2020	EACH OCCURRENCE	$25,000,000
							AGGREGATE	$25,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A			02/15/2019 02/15/2019	02/15/2020 02/15/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	E&O-PL-Primary			Financial Pkg E&O, Cyber	02/15/2019	02/15/2020	Limit SIR	$5,000,000 $50,000

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

Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

New Hampshire, Department of Education
101 Pleasant Street
Concord NH 03301 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570079188343

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Barbara Benson, do hereby certify that:
(Name of the Clerk of the Corporation; cannot be signatory)

(1) I am the duly elected clerk of Curriculum Assessment, Inc.
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 12/31/19.
(Date)

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

RESOLVED: That Scott McWharter General Counsel,
(Name of Contract Signatory) (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 31st day of December, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 31st day of December, 2019.
(Day) (Month) (Yr) (Must be same date as the contract date)

Barbara Jensen
(Signature of Clerk of Corporation)

STATE OF ~~NEW HAMPSHIRE~~ Texas

COUNTY OF Dallas

On 12-31-, 2019, the foregoing instrument was acknowledged before me.

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

My commission expires on: 07-15-20

Marsy Hollander
Notary Public/Justice of the Peace

MARSY P. HOLLANDER
My Notary ID # 124989460
Expires July 15, 2020

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 830239

Certificate Number: 0004615244

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of November A.D. 2019.

William M. Gardner
Secretary of State

NOV15'19 AM 8:08 DAS

149 98

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

November 5, 2019

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

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

FE:jc:emr

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

Denis Goulet
Commissioner

October 30, 2019

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

Dear Commissioner Edelblut:

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

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

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

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

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2017-073A

cc: Chris Hensel, IT Manager, DoIT

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

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

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

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

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

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

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

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $316,974.00 from $9,550,030.00 to $9,867,004.00.

2. The Agreement is further amended as described in Table 1:

Table 1

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

	Replace with: Julie Couch
Part 2 Email:	Remove: Saundra.macdonald@doe.nh.gov Replace with: Julie.Couch@doe.nh.gov
Part 2 Phone:	Remove: 603-271-3453 Replace with: 603-271-0058
Part 2, 4.4 State Contract Manager	Remove: Sandie MacDonald Replace with: Julie Couch
Part 2, 12.2 Limitation of Liability	Remove: Subject to applicable laws and regulations, in no event shall AIR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed $9,550,030.00 two times (2X) as follows: liability shall not exceed $5,100,876 for any and all liability arising during the period from award through June 30, 2018; $4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; $4,492,756 for any and all liability arising during the period July 1, 2019-June 30, 2020; $4,516,756 for any and all liability arising during the period July 1, 2020-June 30, 2021. Replace with: Subject to applicable laws and regulations, in no event shall AIR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AIR's liability to the State shall not exceed $9,867,004.00 two times (2X) as follows: liability shall not exceed $5,100,876 for any and all liability arising during the period from award through June 30, 2018; $4,989,672 for any and all liability arising during the period July 1, 2018-June 30, 2019; $5,126,704 for any and all liability arising during the period July 1, 2019-June 30, 2020; $4,516,756 for any and all liability arising during the period July 1, 2020-June 30, 2021.
Part 2, 16 Dispute Resolution	Remove:

LEVEL	AIR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days
First	Heather Hayes Vice President	Sandie MacDonald Administrator	10 Business Days
Second	John Cohen President	Heather Gage Director	15 Business Days

Replace with:

LEVEL	AIR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Tom Glorfield Program Manager	Julie Couch State Project Manager (PM)	5 Business Days

	First	Heather Hayes Vice President	Heather Gage Director	10 Business Days
	Second	John Cohen President	Commissioner Edelblut	15 Business Days

Contract #2017-073 Part 3 Exhibit A Section Number	AMENDED TEXT
c. Project Overview	Add: In FY 2020, AIR will provide an alignment study in FY 20 to determine alignment between the test questions and the NH academic state standards. This study will include: • Framework Analysis, Statistical Analysis, Content Analysis • Training of Panelists • One report for each of the two subject areas that describe the degree of alignment of each assessment with the corresponding NH academic state standards. In FY 2020, AIR will provide for the use of the Lexile and Quantile Marks and Measures to include the following: • Product offerings (State Specific Lexile and Quantile Web Content, State Score Reports, Quantile Resources, Lexile and Quantile Career Databases, Lexile and Quantile Growth Planners, Assistance in State Level Outreach • Service offerings (Ongoing Professional Learning Opportunities, Two Annual Information Sessions, Summer Reading Initiative, Summer Math Initiative, Roundtable Discussions and Webinars, Lexile & Quantile Brief, Press Release • Project Management (two annual conference calls)
d. Statement of Work	Add: In FY 2020, AIR will provide an alignment study to include: A. Framework Analysis: An analysis of all available assessment framework materials including CAT algorithms, test blueprints, and other relevant test specifications and documentation will be conducted remotely by study directors. The results of this analysis can be used to determine if the study design suggests the capacity to generate test events that are aligned with corresponding grade-level academic standards, considering depth and breadth (specified in ESSA) as well as other alignment criteria. B. Statistical Analysis: A statistical analysis of the aggregate data from all administered test events will be compared against test blueprints, algorithms, and other relevant documentation. This analysis will be conducted remotely by study directors. The results of this analysis could be used as evidence to show the extent to which test program yields actual test events as intended by the test design. C. Content Analysis: Test Events and Metadata: To be conducted by panelists knowledgeable in the content area. A content analysis of four test events per grade and content area generated by the AIR CAT (two sampled from below proficiency and two sampled from above proficiency) will evaluate the alignment of each test form with the corresponding content area and grade level standards. This will allow for some information about alignment of actual test events generated for students at different proficiency levels. Typically, CAT test events are sampled from more than two percentiles for an alignment analysis. This study, however, includes additional analyses that will yield supplementary evidence to contribute to

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

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

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

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

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

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

C-3 DELIVERABLES

Add:

S1	Alignment Study to include Framework Analysis, Statistical Analysis, Content Analysis, Training of Panelists, and One report for each of the two subject areas that describe the degree of alignment of each assessment with the corresponding New Hampshire Academic State Standards.	Non-Software & Written Report
S2	Access to State Specific Lexile and Quantile Web Content to be posted on the	Non-Software & Written State

		Department of Education website (Personalized State Lexile and Quantile Map, Parent Lexile and Quantile Brochures, "Find A Book", Lexile by Chapter Guides); State Score Reports; Quantile Resources (Math@Home & Quantile Teacher Assistant; Lexile & Quantile Career Databases; Lexile & Quantile Growth Planners; Assistance in State Level Outreach; Ongoing Professional Learning Opportunities; Two (2) Annual Information Sessions; Summer Reading & Mathematics Initiative; Roundtable Discussions and Webinars; State Lexile & Quantile Brief; Press Release in conjunction with Department; Two (2) Annual Conference Calls	Reports	
Contract # 2017-073 Exhibit B Section Number	AMENDED TEXT			
3. Invoicing	Remove: Sandie MacDonald Replace with: Julie Couch			
Contract # 2017-073 Exhibit L Section Number	AMENDED TEXT			
1. Training Plan	Add:			
	Training of Panelists – Alignment Study			
	DOK language system for alignment analyses • Content Specialists	Orientation to promote reviewer understanding of the purpose of their work, the alignment analysis process, and how to navigate within the online tool used to record data, the WATv2. Subject-specific training to ensure that panelists have a common understanding of the DOK categories of complexities for their discipline	On-site training	
2. A detailed description of proposed training presentations and materials provided below:	Add: The introductory training will include an orientation to promote reviewer understanding of the purpose of their work, the alignment analysis process, and how to navigate within the online tool used to record data, the WATv2. The first day of the alignment institute will start with training panelists as a whole group. Then, panelists will break out into content-area groups in which panel facilitators will provide additional details and clarifications, and continue with subject-specific training to ensure that panelists have a common understanding of the DOK categories of complexities for their discipline. In content teams, panelists will be given the written definitions of the four DOK categories for their content area as well as a reference handout for all subject areas, and will practice applying the definitions to analyze sample standards and			

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

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2017-073	Original Contract	August 23, 2017 Item #B1	June 30, 2021	$9,550,030
2017-073 Amendment 1	1st Amendment	Pending G&C Approval	June 30, 2021	$316,974
	CONTRACT TOTAL			$9,867,004

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

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

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

American Institutes for Research in the Behavioral Sciences (AIR)

Date: 10/28/2019

Corporate Signature Notarized:
STATE OF Virginia

COUNTY OF Arlington

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

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

Carlton Heflin
Notary Public/Justice of the Peace

CARLTON V HEFLIN II
NOTARY PUBLIC
REGISTRATION # 7807883
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2023

My Commission Expires:

(SEAL)

State of New Hampshire

Date: 11-8-19

Frank Edelblut, Commissioner
State of New Hampshire
Department of Education

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

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

Approved by the Attorney General

State of New Hampshire, Department of Justice

Date: Nov. 12, 2019

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Revised 8/2/19

Exhibit 2

Anti-Lobbying

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

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

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sflllin.pdf).

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initial

Date 08/28/2019

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

APPENDIX A – ADDITIONS TO CONTRACT DELIVERABLES

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

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

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

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

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

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

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

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

Add:

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

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

61	NH Content Specialist Hotel/Stipends	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	12,581	n/a
62	Shipping & Return of Laptops	Non-Software	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	1,120	n/a
63	Use of the Lexile and Quantile Marks and Measures to Include: Access to State Specific Lexile and Quantile Web Content to be posted on the Department of Education website, Quantile Resources, Career Databases, Growth Planners, Lexile & Quantile Brief, Ongoing Professional Learning Opportunities, Roundtable Discussions and Webinars, Summer Reading and Mathematics Initiative, Assistance in State Level Outreach, Two (2) Annual Information Sessions, State Score Reports	Non-Software & Written Reports	To be Determined Upon Approval by Governor & Council	To be Determined Upon Approval by Governor & Council	n/a	n/a	170,000 Fixed Rate Price	n/a
	Grand Total				2,550,438	2,494,836	2,543,352	2,258,378

CERTIFICATE

(Corporation With Seal)

I Dona M. Kilpatrick, Secretary of the American Institutes for Research in the Behavioral Sciences, do hereby certify that: (1) I am the duly elected and acting Secretary of the American Institutes for Research in the Behavioral Sciences, a Pennsylvania corporation (the "Corporation"); (2) I maintain and have custody and am familiar with the seal and minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 20th day of October, 2006, which meeting was duly held in accordance with Pennsylvania law and the by-laws of the Corporation: (State of incorporation)

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

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

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

David Myers — President

Jann Mower — Contract Officer

Dona Kilpatrick — Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 28 day of October, 20 19.

(SEAL)

Dona Kilpatrick
Secretary

STATE OF Virginia

COUNTY OF Arlington

On this the 28 day of October, 20 19, before me, Carlton Heflin, the undersigned,

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

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

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

(SEAL)

Carlton Heflin
Notary Public/Justice of the Peace

My Commission expires:

CARLTON V. HEFLIN II
NOTARY PUBLIC
REGISTRATION # 7807883
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2023

AIR
AMERICAN INSTITUTES FOR RESEARCH

Contract Office Warrant Delegation

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

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

David Myers, President and CEO

3/16/18
Date

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

Jann Mouer, Principal Contracts & Grants Specialist

3/7/18
Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that American Institutes for Research in the Behavioral Sciences, a(n) Pennsylvania nonprofit corporation, registered to do business in New Hampshire on October 31, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES

Business ID: 717063

Business Type: Foreign Nonprofit Corporation

Business Status: Good Standing

Business Creation Date: 10/31/2014

Name in State of Incorporation: AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES

Date of Formation in Jurisdiction: 10/31/2014

Principal Office Address: 1000 Thomas Jefferson St. NW, Washington, 20007, USA

Mailing Address: NONE

Citizenship / State of Incorporation: Foreign/Pennsylvania

Last Nonprofit Report Year: 2015

Next Report Year: 2020

Duration: Perpetual

Business Email: NONE

Phone #: NONE

Notification Email: NONE

Fiscal Year End Date: NONE

Principal Purpose

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

Page 1 of 1, records 1 to 1 of 1

ACORD

AMERINS-01

DLONG

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Ames & Gough
8200 Greensboro Drive
Suite 950
McLean, VA 22102

CONTACT NAME:
PHONE (AC, No, Ext): (703) 827-2277 FAX (AC, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Insurance Company A+ (XV)	30104
INSURER B: Hartford Fire Insurance Company A+ (XV)	19682
INSURER C: Hartford Casualty Insurance Company A+ (XV)	29424
INSURER D: Hartford Accident and Indemnity Company A+ (XV)	22357
INSURER E: National Union Fire Ins. Co. of Pittsburgh, PA A (XV)	19445
INSURER F:	

INSURED
American Institutes for Research

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Yes			9/30/2019	9/30/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
B	AUTOMOBILE LIABILITY				9/30/2019	9/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / X OCCUR				9/30/2019	9/30/2020	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED / X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				9/30/2019	9/30/2020	X PER STATUTE / OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab.				9/30/2019	9/30/2020	Per Claim/Aggregate	$ 10,000,000

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

CERTIFICATE HOLDER

NH Department of Education
101 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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About Us

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

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

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

Our Mission

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

Our Vision

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

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

AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES

FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

Years Ended December 31, 2018 and 2017

RUBINO & COMPANY
CHARTERED
Certified Public Accountants and Consultants

rubino.com

phone 301.564.3636 fax 301.564.2994
6903 Rockledge Drive, Suite 1200 Bethesda, Maryland 20817-1818

INDEPENDENT AUDITORS' REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

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

Emphasis of Matter

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

Rubins & Company

Bethesda, Maryland
July 18, 2019

AMERICAN INSTITUTES FOR RESEARCH IN THE BEHAVIORAL SCIENCES
CONSOLIDATED BALANCE SHEETS

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

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

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

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

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

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

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

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

AIR Boards of Directors

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

KEY PERSONNEL

Thomas Glorfield, B.F.A.
Ahmet Turhan, Ph.D.
Sonja Hubbard, M.S.
Dino Booher, B.S.

THOMAS D. GLORFIELD, B.F.A.

PROJECT MANAGER

Education

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

Professional Credentials and Certifications

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

Present Position

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

Additional Professional Experience

Director, Program Services, Hawaii Department of Education, Hawaii State Alternate Assessment, Keystone Assessment (2010–2012)
Managed, delivered, and executed the developmental and operational components of the Hawaii State Alternate Assessment program. Served as the main liaison between the Hawaii Department of Education and Keystone Assessment as well as multiple subcontractors. Created and maintained program schedules, conducted customer status and planning meetings, and provided program documentation. Assisted in conducting content training for various Hawaii stakeholder groups both on-site and via webinars and conference calls. Managed the Keystone Hawaii Program team, which consisted of project managers.

Program Manager, New Jersey Department of Education, New Jersey State Assessments, Pearson (2004–2010)
Provided leadership in the areas of program planning, development, and execution for the New Jersey Grade Eight Proficiency Assessment (NJ GEPA), the New Jersey Alternate Proficiency Assessment (NJ APA), and the New Jersey Assessment of Skills and Knowledge Grades 3 and 4 (NJ ASK 3–4) programs. Responsible for the financial planning and development of all programs and for managing the daily budget. Coordinated and managed cross-functional teams as well as subcontractor relationships. Project budgets ranged from $3 million to $16 million annually. Managed the Pearson New Jersey Program team, which consisted of project managers and project coordinators.

Program Manager, New York State Education Department, New York State Assessments, Pearson (2008–2010)
Managed, delivered, and executed the operational components of various contracts in support of the New York State Testing Program. Responsible for the financial planning and development of assigned programs and for managing the daily budget. Coordinated and managed cross-functional teams and served as the main liaison between Pearson and subcontractors.

Project Manager, Various State Programs, ePEN, Pearson (2001–2004)
Main point of contact between state customers and the internal development team. Responsible for gathering requirements, creating design documentation, and managing scoring software upon release. Created training materials and conducted training sessions in person and via webinars. Developed a technical support call center process for domestic and international programs.

Employment History

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

AHMET TURHAN, PH.D.

LEAD PSYCHOMETRICIAN

Education

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

Present Position

Lead Psychometrician, American Institutes for Research (AIR) (2016–Present)
Manage, plan, and support form development, independent and operational field-testing for Connecticut, West Virginia, and Washington Next Generation Science Standards (NGSS). Conducted comparability study for Washington science online and paper versions. Established AIRCore scale by linking various states' data. Planned and conducted Ohio bridge study between Ohio Test of English Language Acquisition (OTELA) and Ohio English Language Proficiency Assessment (OELPA). Serve as consultant for Scholastic ReadingPRO computer adaptive test development. Carried out operational and field-test equating for Washington Measurements of Student Progress (MSP) and End-of-Course (EOC) tests.

Additional Professional Experience

Senior Research Scientist, Pearson Assessment and Instruction, Pearson Inc. (2011–2016).
Served as the psychometrician for the Partnership for Assessment of Readiness for College and Careers (PARCC). Developed and presented test construction workshop for internal content experts. Led the entire test construction process. Conducted calibration, equating, and scaling using the 2-parameter logistic (2-PL) model for multiple-choice items and generalized partial credit model (GPCM) for all score categories. Provided expertise on the parallel forms construction. Served as the lead psychometrics research scientist for the two major Florida assessment programs: The Florida Comprehensive Assessment Test (FCAT) 2.0 and Florida EOC Assessments.

Research Scientist, Pearson Assessment and Instruction, Pearson Inc. (2006–2011)
Provided psychometric, technical, and customer support for Florida and Texas contracts. Responsibilities included construction of data analysis specifications, development and implementation of sampling designs, development of Texas Assessment of Knowledge and Skills (TAKS) and Texas English Language Proficiency Assessment System (TELPAS) vertical scaling, development of procedures to confirm integrity of assessment data, interpretation and communication of research analyses results, test development, data collection and analysis, scaling, equating, and generation of technical manuals. Conducted/participated in meetings for data review, standard setting, and technical advisory committee.

Senior Psychometrician, Psychometrics; Florida Department of Education (2002–2006)
Conducted ad hoc research studies to determine trends of statewide large-scale test data. Edited FCAT technical reports and documents such as Test Construction Specifications and Calibration Specifications. Wrote SAS macros to convert hierarchical flat text files into datasets to confirm accuracy of scoring data. Consulted with other state education departments for quality assurance. Provided extensive feedback on item bank functionality and structure. Wrote control files, conducted calibrations and equating, and interpreted results for both multiple-choice and constructed-response items.

Intern and Data Analyst, Psychometrics, Florida Department of Education, (2000–2002)
Wrote SAS codes for demographic reports. Conducted data quality checks.

Research Assistant, Florida Department of Education (1999–2001)
Trained other research assistants in statistical methods. Created specifications for data analysis and model runs with Mplus and Mixor. Conducted missing data analysis. Assisted Leon County School Board on large scale assessment logistics. Created practice test forms. Performed ad hoc research. Conducted extensive literature review on vertical equating for Department of Education.

Curriculum Resource Center Assistant, Florida State University (1998–1999)
Managed curriculum resource center and maintained library.

Research Assistant, University of Iowa (1996–1997)
Designed computerized data collection surveys and exams with Hypercard. Conducted data mining. Conducted factor analyses and structural equation modeling. Collaborated with other research assistant on administration of computerized data collection.

Employment History

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

Professional Affiliations

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

Sonja Hubbard, M.S.

Software Project Manager, Student Registration

Education

M.S. 2012, Information Systems Technology
George Washington University, Washington, DC

B.A. 2002, Media Studies
Pomona College, Claremont, CA

Professional Credentials and Certifications

CIO Certificate in Federal Executive Competencies (2012)

Honors and Awards

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

Present Position

Software Project Manager, Student Registration, American Institutes for Research (AIR) (2013–Present)
Develops requirements, budgets, and schedules for software development projects. Has day-to-day responsibility for ensuring that projects are completed on time and within budget, and that all deliverables are of the highest quality. Facilitates requirements meetings and status meetings with clients and project team. Establishes milestones; identifies potential issues; and monitors adherence to project scope, requirements and design documents, schedules; and to the Computer Science and Statistical Center (CSSC) software development process. Maintains client relations and communications including status reporting and informal conversations.

Project Experience at AIR

Test Information Distribution Engine (TIDE), AIR (2013–Present)
Serves as the primary point of contact for four clients as well as overseeing special development projects that affect multiple clients. Coordinates service requests across multiple CSSC teams. Provides product management support for open-source single-sign-on implementation. Researches escalated help desk cases by analyzing data, code, and application logs. Applies a user-centered approach to new-feature design decisions. Develops and manages the TIDE internal research and development schedule. Identifies and implements process improvements related to issue tracking and knowledge management.

Additional Professional Experience

Technical Project Manager, Sonjara, Inc. (2010–2013)
Managed several multi-year web application development projects including SeaPerch, STEM2Stem, the International Tax Policy Forum, and the IRS Tax Forums. Clients included the

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

Technical Manager, AED (2005–2010)
Oversaw development of the J2EE-based Global Learning Portal. Managed teams of U.S.-based and offshore designers, developers, testers, and system administrators. Hired and supervised junior technical staff. Gathered and documented requirements for new features and change requests. Tested and deployed functional and user interface enhancements. Established and managed web project plans and budgets. Designed and delivered training to staff and end users on online content management tools and techniques. Traveled to Africa and the Middle East for requirements gathering and technical consulting and training activities with field-based teams. Identified and implemented process improvements to streamline enhancements in web content and functionality. Projects included the Afghanistan Higher Education Portal and the Palestine Youth Portal.

Program Officer, AMIDEAST (2004–2005)
Oversaw web content for multiple sections of the corporate website. Served as liaison between program departments and the IT department. Coordinated operations and marketing for educational testing programs at 13 field offices in the Middle East and North Africa.

Senior Program Assistant, AMIDEAST (2002–2004)
Coordinated design and content for web and print materials. Updated web content, standardized existing HTML and CSS code to comply with organization standards.

Webmaster, Freelance (1999–2002)
Designed, developed, and maintained web sites for several university departments, conferences, news media organizations. Prepared print materials for online delivery and created original online content, graphics, and photographs.

Employment History

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

Professional Affiliations

D.C. Web Women (DCWW)

DINA BOOHER, B.S.

INFORMATION TECHNOLOGY SPECIALIST, ONLINE REPORTING AND SCORE REPORTING MANAGER

Education

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

Present Position

Project Manager, Score Reporting, American Institutes for Research (AIR) (2012–Present)
Primarily responsible for managing score reporting team activities for the Delaware and Utah statewide assessment programs, including the Delaware Comprehensive Assessment System (DCAS), the Delaware End-of-Course (DCAS-EOC) exam, the Utah Student Assessment of Growth and Excellence (SAGE), and 11 other statewide assessment programs. Produces a critically important series of score reports for each assessment cycle that documents the proficiency and growth of the state, district, school, class, and student. Gathers reporting specifications across multiple clients and uses detailed specifications documents to compose and produce accurate reports based on client and user requirements. Trains end users to access and understand online and paper reporting tools.

Additional Professional Experience

Statistical Program Manager, American Forest & Paper Association (2009–2012)
Collected and analyzed monthly mill-level data for paper industry shipments, production, and inventory. Published monthly statistical reports representing entire sectors in the industry and collaborated with other statistical program managers in preparing and publishing AF&PA's acclaimed industry-wide capacity surveys for 2009, 2010, and 2011. Assisted with internal capacity-building initiatives, such as improving reporting and publication processes, redesigning existing reports, and developing innovative ways to present data to customers and members. Reported sales to non-members, an essential component of subsidizing the production costs of statistical reports.

Economic Analyst Intern, FDIC (2008–2009)
Drafted a daily economic breakdown of current events for distribution to employees at the FDIC and other economists. Drafted summaries of economic conferences for division-wide publication and distribution and assisted in creating models to provide risk analysis for FDIC-insured banks using statistical methods, such as time series analysis.

Employment History

2012–Present	Program Manager, Score Reporting, American Institutes for Research, Washington, DC
2009–2012	Statistical Program Manager, American Forest & Paper Association, Washington, DC
2008–2009	Economic Analyst Intern, FDIC, Washington, DC

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

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

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

Title	Name	Initiation	Implementation	Project Close out (final year only)	Category Hourly Rate	Hours X Rate
Project Manager	Tom Glenfield		1,080	120	$ 177.62	$ 213,147
TOM/Major Consultant	Sonja Hubbard		900		$ 168.70	$ 151,452
Program Coordinator and Assistant			976		$ 80.97	$ 79,024
Call Center Manager	Cindy Bonds		120		$ 124.63	$ 14,959
Lead Psychometrician	Ahmet Turan		300		$ 224.38	$ 44,876
Psychometrician			600		$ 144.32	$ 86,592
Research Associate/Assistant			700		$ 106.01	$ 74,206
Content Development Lead	Jacob Wilson		160		$ 115.08	$ 18,412
TEST Development Specialists			940		$ 92.36	$ 86,819
Production Manager			80		$ 152.70	$ 12,216
Production, Graphics and Distribution Project Manager			120		$ 87.26	$ 10,471
Lead Application Developer	Scott Christian Redmond		60		$ 183.87	$ 11,032
Lead Scanning and Data Analysis, All Systems	Alan Reeve		60		$ 168.28	$ 10,097
			2,500		$ 129.75	$ 324,386
Lead, Software Quality Assurance QA Lead and Staff	Darlan Safini		80		$ 209.53	$ 16,762
Lead, Network Engineering			190		$ 109.07	$ 20,723
Network Engineer	Aaro Tapscott		80		$ 196.33	$ 15,706
Performance/Staring Lead			420		$ 115.30	$ 48,426
Scoring Leads and Scorers	Damon Hartzler		400		$ 134.97	$ 53,987
Start Reporting Lead			1,260		$ 109.07	$ 137,426
Start Reporting Specialist	Gino Bosher		80		$ 103.93	$ 8,474
			160		$ 83.01	$ 13,281
TOTALS			11,166	120		$ 1,455,475

Add rows as appropriate for proposal.

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

1.3 (3) Future Vendor Rates Worksheet

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

Table 1.3 (3): Future Vendor Rates Worksheet

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

Table 1.3 (3): Future Vendor Rates Worksheet

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

Add rows as appropriate for proposal.

81 08

Frank Edelblut
Commissioner

Paul Leather
Deputy Commissioner

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

July 24, 2017

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

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

Respectfully submitted,

Frank Edelblut
Commissioner of Education

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

SCORING FOR REVIEW OF FY 17 TITLE VII PROPOSALS

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

Proposal Scoring Criteria in the RFP

Total Proposed Solution		28 points
Proposal Solution Summative Assessment ELA/Math	*9 points*	
Proposal Solution Summative Assessment Science	*9 points*	
Proposal Solution Interim Assessment ELA/Math	*5 points*	
Proposal Solution Interim Assessment Science	*5 points*	
Corporate Overview and Project Management		21 points
Project Execution,		21 points
Total Pricing Model		24 points
Pricing Summative Assessment ELA/Math	*8 points*	
Pricing Summative Assessment Science	*8 points*	
Pricing Interim Assessment ELA/Math	*4 points*	
Pricing Solution Interim Assessment Science	*4 points*	
Overall Quality of Proposal		6 points
Total Possible Points		**100 points**

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

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

Denis Goulet
Commissioner

July 20, 2017

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

Dear Commissioner Edelblut:

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

> This is a request to enter into a contract with the American Institutes for Research, to procure a statewide, computer-based assessment system based upon New Hampshire's academic standards in English language arts (ELA), mathematics, and science. New Hampshire public K-12 schools will need to participate in the assessment in grades 3-8 & 11. The schools will then provide the NH Department of Education with aggregated results of the assessment.
>
> The funding amount is not to exceed $9,550,030.00, and the contract shall become effective upon Governor and Council approval through June 30, 2021.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2017-073

cc: Chris Hensel, IT Manager, DoIT

FORM NUMBER P-37 (version 5/8/15)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education	1.2 State Agency Address 101 Pleasant Street Concord, NH 03301
1.3 Contractor Name American Institutes for Research (AIR)	1.4 Contractor Address 1000 Thomas Jefferson Street, NW Washington, DC 20007
1.5 Contractor Phone Number 202-403-5420 / 1.6 Account Number 06-56-25310000-102-500731 06-56-25340000-102-500731	1.7 Completion Date June 30, 2021 / 1.8 Price Limitation $9,550,030.00
1.9 Contracting Officer for State Agency Frank Edelblut, Commissioner	1.10 State Agency Telephone Number 603-271-3144
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Joseph Wagner, Jr., Vice President, Contracts, Grants & Procurement

1.13 Acknowledgement: State of , County of District of Columbia

On 07/27/2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Carlton Heflin

1.13.2 Name and Title of Notary or Justice of the Peace

Carlton Heflin, Sr. Contract Administrator

1.14 State Agency Signature Date: 8-3-17	1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On: