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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301

March 13, 2024

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** contract with Cambium Assessment, Inc. (VC#312233) Washington D.C. in an amount not to exceed \$13,164,665.50 to provide the statewide assessment system in mathematics, English and language arts, and science in grades 3 through 8, and 11, effective upon Governor and Council approval for the period of July 1, 2024 through June 30, 2029. 100% Education Trust Funds.

Funds are available in the following account for Fiscal Years 2025 and are anticipated to be available in Fiscal Years 2026, 2027, 2028, and 2029, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-560040-30430000 EDUCATION TRUST FUND

Fiscal Year	Class/Account	Class Title	Total Amount
2025	612-500942	State Testing	\$2,622,731.50
2026	612-500942	State Testing	\$2,627,681.50
2027	612-500942	State Testing	\$2,632,780.50
2028	612-500942	State Testing	\$2,638,031.50
2029	612-500942	State Testing	\$2,643,440.50
Total			\$13,164,665.50

EXPLANATION

The New Hampshire Department of Education (NHED) is requesting a **sole source** contract because Cambium Assessment, Inc. (CAI) has been the primary provider of the New Hampshire Statewide Assessment System (NH SAS) since 2017. At that time, the contract was awarded through a rigorous competitive proposal process. The NH SAS consists of a system of standards-based summative and interim assessments that are aligned to the New Hampshire College and Career Ready Standards. At its core, the NH SAS utilizes the Cambium Assessment, Inc.'s (CAI) Independent College and Career Readiness (ICCR) item banks, which have been developed to measure college and career ready skills in English language arts and mathematics, and three-dimensional science skills.

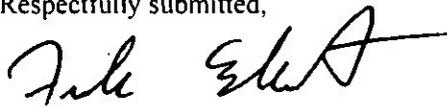
Prior to the utilization of the NHSAS, New Hampshire utilized the Smarter Balanced assessment program, and before that, the New England Common Assessment Program (NECAP). Since the inception of the state's partnerships with the NH SAS, CAI has demonstrated a strong understanding of the state's unique requirements and intricacies associated with the statewide assessment system. Their team possesses knowledge of our system architecture, functionalities, and the specific challenges and opportunities inherent in the state's educational landscape.

The Test Information Distribution Engine (TIDE) and Test Delivery System (TDS) platforms are familiar to schools and teachers and there has been significant time and financial resources spent training schools on these systems since the inception of the original contract with CAI. Transitioning to a new vendor would lead to disruptions in service, training requirements, and a potential learning curve for educators. It could also have the effect of breaking trend, meaning that prior and future assessment results would not be comparable, and it would be several years before effect student performance trends could be established. Maintaining continuity with CAI minimizes these disruptions, ensuring a smooth and uninterrupted assessment process for all stakeholders involved, providing cost savings to the state in training time and investment as well as continuity of student performance measures.

Finally, the state assessment must be given each year on a standardized schedule with no disruptions, following state and federal regulations and laws. Given the scope of the state assessment, the size and breadth of the work involved, and the strict timelines required, any Request for Proposal (RFP) for a new state assessment system would likely have to be planned out at least 2 (two) years in advance of the end of any current contract.

In light of these considerations, the NHED believes that a sole source contract with CAI is the most prudent and strategic choice for the ongoing provision of our statewide assessment system. The established success of our partnership and the unique advantages it offers position us to continue delivering high-quality assessments that align with New Hampshire's educational objectives, as well as state and federal law.

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

March 29, 2024

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 Cambium Assessment, Inc., as described below and referenced as DoIT No. 2024-102.

The purpose of this request is to provide the statewide assessment system in Mathematics, English and Language Arts, and Science in grades 3 through 8, and grade 11.

The Total Price Limitation will be \$13,164,665.50, effective upon Governor and Council approval for the period of July 1, 2024 through June 30, 2029.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-102

cc: Kathy Wood, IT Lead

FORM NUMBER P-37 (version 2/23/2023)

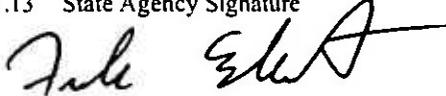
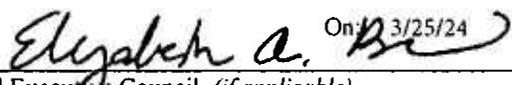
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Cambium Assessment Inc.		1.4 Contractor Address 1000 Thomas Jefferson NW Washington DC, 20007	
1.5 Contractor Phone Number 214-932-9365	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2029	1.8 Price Limitation \$13,164,665.50
1.9 Contracting Officer for State Agency Nathaniel Greene, Administrator		1.10 State Agency Telephone Number 603-459-9559	
1.11 Contractor Signature  Date: 02/16/24		1.12 Name and Title of Contractor Signatory Christopher Lowe, Sr. Director, Assessment Contracts	
1.13 State Agency Signature  Date: 3/25/24		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Elizabeth Brown, Attorney  On: 3/25/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials: EL

Date: 02/16/24

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials: EL

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9. or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials: 

EXHIBIT A
Special Provisions

Additional Exhibits D-H

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

- 9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- 9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase any State data until directed by the State;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
 - g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
 - h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.
- 9.4** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").
- 9.5** This covenant in paragraph 9 shall survive the termination of this Contract.

Contractor Initials: EL

EXHIBIT A
Special Provisions
Continued

- A.2 Provision 10, Property Ownership/Disclosure, is updated with the following addition:**
- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.
- 10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - d. is disclosed with the written consent of the disclosing Party.
- 10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

Contractor Initials: 

EXHIBIT A
Special Provisions
Continued

A.3 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

Contractor Initials: AK

Date: 02/16/24

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Contractor Initials: EL

EXHIBIT B
Scope of Work
Continued

1 Program Overview

The New Hampshire Statewide Assessment System (NH SAS) consists of a system of standards-based summative and interim assessments that are aligned to the New Hampshire College and Career Ready Standards. At its core, the NH SAS utilizes the Cambium Assessment, Inc.'s (CAI) Independent College and Career Readiness (ICCR) item banks, which have been developed to measure college and career ready skills in English language arts and mathematics, and three-dimensional science skills. New Hampshire intends to develop additional items for a New Hampshire specific bank, which will augment the ICCR bank.

The NH SAS consists of year-long Interim and Modular assessments and Spring-administered Summative assessments via CAI's test administration systems. All assessments are delivered securely online. Testing tools and applications are as follows:

- Test Information Distribution Engine (TIDE): System user registration, as well as student testing tools and accommodations, are maintained by the TIDE. Student registration is handled on NHED's end via i4see and that information is transmitted directly to TIDE from New Hampshire. TIDE also provides test monitoring and testing appeals access.
- New Hampshire Statewide Assessment System (NH SAS) Assessment Portal: Supporting each administration is the NH SAS Assessment Portal; an online resource for up-to-date program announcements, user documentation, and training materials, as well as direct access to all NH SAS assessment tools and applications.
- Test Administrator (TA) Interface/ Test Delivery System (TDS): The administration of tests is handled via the TA Interface and students take their assessments utilizing the TDS. Tests are securely administered, online, through the Secure Browser.
- Assessment Viewing Application (AVA): Test browser that allows educators to view the Modular Assessments without the use of the Secure Browser.
- Centralized Reporting System (CRS) and Family Portal: Assessment results are reported through the CSR and families have direct access to student results through the Family Portal.

Additional program support:

- Psychometrics: CAI provides psychometric support to the NH SAS throughout the administration and provides a Technical Report at the close of each administration year. The CAI Tech team also creates and maintains scoring specifications and assures the test blueprints correctly represent NH's content standards. They also provide support to the NH Technical Advisory Committee (TAC) meetings, which occur twice a year.
- Analysis: CAI's Analysis team provides student testing information to NHED via daily datafiles. At the close of every administration, final data files are delivered to NHED, assuring the Department has every piece of testing data for any given test administration.
- Next Generation Science Standards Science Item Development: In conjunction with the Next Generation Science Standards Memorandum of Understanding (NGSS MOU), Item #5D approved by G&C on January 31, 2024, and CAI, NHED will contribute to the NGSS item pool on an annual basis. 2023-2024 is the first year this work will be conducted. Per the agreement with the MOU, NH will contribute an initial set of clusters and stand-alone items and then a proportional number of clusters and stand-alone items each year thereafter. CAI is responsible for leading the workshops as well as all logistic and other meeting costs, including travel logistics for NHED staff necessary for the item development
- Field Training: The CAI Program Team works closely with NHED to produce training materials to be used in a variety of presentation formats; primarily in face-to-face, regional

Contractor Initials:

EXHIBIT B
Scope of Work
Continued

trainings held in the Fall of each assessment year. CAI is responsible for all meeting logistics, including travel logistics for NHED staff.

- **HelpDesk:** The CAI HelpDesk is available to NH educators to assist in any questions or issues they may be experiencing. The HelpDesk escalates directly to the NH SAS Program Team should direct contact with NHED be required. The HelpDesk is available via phone and email throughout the administration year.

The NH SAS CAI Program Team is the main point of contact for NHED on all aspects of the NH SAS program. The Program Team is responsible for delivering all project milestones and maintaining the overall health of the NH SAS. The Program Team creates and maintains the project schedule, weekly status meeting minutes, monthly status reports, issues logs, and other program documentation. The Program Team is responsible for the management of the NH SAS Assessment Portal, as well.

NHED will maintain a JIRA ticketing system, a project management software, for logging, tracking, and resolving issues, deficiencies, and requested improvements with the CAI Program Team, and will include the CAI Program Team on all related tickets. Monthly status reports from the CAI Program Team will include the number of items resolved as well as the number of outstanding issues previously logged in the JIRA system.

2 STATEMENT OF WORK-DELIVERABLES

2.1 PLANNING AND PROJECT MANAGEMENT

2.1.1 Project Kickoff Meeting (billing schedule line item 1)

The Project Kickoff meeting is held at the beginning of each administration year. At this meeting, the upcoming year's activities and schedule are finalized, with a focus on test windows. CAI functional teams will present any new system enhancements. The Program Team is responsible for meeting logistics, including NHED travel and lodging. The Project Kickoff Meeting will be held in person at CAI offices unless agreed upon by CAI and NHED staff.

2.1.2 Project Status Reports (billing schedule line item 2)

The Project Status reports include a variety of status meetings and documentation that occur throughout the assessment program. At the close of each month, the Program Team will provide NHED a status report that lists, among other things, project milestone updates and accounting of open/closed program issues, including all tickets resolved in the JIRA system and all tickets still requiring resolution. CAI will provide a specific timeline and set of actions to be taken for any tickets unresolved beyond 1 month. Decisions made at the weekly status meetings will also be recorded in the monthly Project Status report.

2.1.3 Weekly Status Meetings (billing schedule line item 3)

The CAI Program Team facilitates a weekly NH SAS Status meeting, currently held at 10:30am, each Friday morning. They are responsible for the agenda and minutes of each meeting as well as providing representation from any CAI functional teams that are required for any agenda items. Information from these meetings feed the monthly Project Status report.

Contractor Initials: 

EXHIBIT B
Scope of Work
Continued

2.1.4 Work Plan/Schedule (billing schedule line item 3)

The CAI Program Team is responsible for the initial creation of the overall project schedule that identifies major milestones and timelines for an administration. The initial review of the schedule takes place at the Project Kickoff Meeting and the CAI Program Team is responsible for maintaining the schedule throughout the year. CAI uses Smartsheet to create the schedule and NHED has direct access to the document. The CAI Program Team uses the project schedule to communicate milestones and timelines to the other CAI functional groups. This information is also communicated via the monthly Project Status reports.

2.1.5 Systems Interface Plan and Design/Capability (billing schedule line item 4)

CAI's Computer and Statistical Sciences Center (CSSC) team is responsible for systems interface, load balancing, and systems redundancy. The Systems Interface Plan and Design document outlines CAI's overall approach to systems interoperability and support. The plan is a living document and includes ongoing load balancing, security, and redundancy plans. Although the deliverable is a documented plan, the work supporting the plan is ongoing throughout the assessment year. The Program Team will provide NHED with an updated plan at the Project Kickoff Meeting.

2.1.6 Training Plan and Curriculum (billing schedule line item 5)

Each year of the program, the CAI Program Team and NHED will create a training plan and materials to be presented at regional, in-person trainings throughout the Granite State. Registration for the regional trainings will be managed via the NH SAS Assessment Portal by the CAI Program Team.

2.1.6.1 NHED Annual Assessment & Accountability Conference (billing schedule line item 6)

As part of the annual training plan, CAI will be responsible for meeting logistics/costs for NHED's annual Assessment and Accountability Conference, to be held in or around Concord, NH in the Fall of each assessment year.

2.2 SYSTEM DEVELOPMENT

2.2.1 Conduct Regional Trainings (billing schedule line item 6)

The regional training is scheduled for the Fall of each assessment year and the agenda is dependent on the needs and desires of educators each year. The CAI Program Team is responsible for meeting logistics, facility costs, and any travel and lodging for CAI and NHED staff. The CAI Program Team is also responsible for ensuring proper CAI functional teams' representation at the regional trainings. NHED and the CAI Program Team staff will work jointly to determine the training content, schedule, and format for the regional trainings each year.

Contractor Initials: 

EXHIBIT B
Scope of Work
Continued

2.3 OPERATIONS

2.3.1 Item Configurations (billing schedule line item 7)

The Item Configurations drive the downstream assessment systems. The CAI Program Team is responsible for setting this activity into motion by creating the 'Request for FlightPlan' document. This formal, CAI-internal request lays out the overall assessment design and timelines, based on decisions made in concert with NHED, initially, during the Project Kickoff Meeting, then subsequently during the weekly status meetings and other communications. A Request for FlightPlan document is created for each administration (Interim/Modular and Summative).

From there, the Configuration team creates the configurations that drive what test constructions students will see in the field. Once the configurations are loaded, this kicks off the internal testing process, where the CAI Program Team and various Quality Control teams check the test to ensure they reflect New Hampshire requirements. Downstream testing in Analysis (to verify data) and Reporting (to verify expected results) occurs after initial internal testing.

2.3.2 Test Administration (billing schedule line item 8)

2.3.2.1 New Hampshire Statewide Assessment System (NH SAS) Assessment Portal. The CAI Program Team, in concert with NHED, will update and maintain the NH SAS Assessment portal each administration year. The Portal is the main point of entry for the NH SAS assessment tools (Test Information Distribution Engine, Test Delivery System, Assessment Viewing Application, Centralized Reporting System, etc.). The Portal is also the repository for all assessment documentation, including user guides and training materials. The list of user guides the CAI Program Team updates each year is as follows:

- Test Administrators Manual (TAM)
- Test Information Distribution Engine (TIDE) Users Guide
- Test Administrator User Guide
- Reporting User Guide
- Secure Browser Installation Manual
- Accommodations Guide
- Assistive Technology Guide
- Assessment Viewing Application (AVA) User Guide

2.3.2.2 Test Information Distribution Engine (TIDE). TIDE is the user/student registration system. TIDE is the first system to go-live every administration year. Setting up TIDE each year consists of:

- End dating current user passwords and resetting "Test Administrator (TA) cert flag"

Contractor Initials: 

EXHIBIT B

Scope of Work Continued

- Loading any updated and/or new functional elements
- Loading updated Institution File (from NHED)
- Rolling out latest version to testing environments, including both CAI internal and User Acceptance Testing (UAT) environments
- Making updates based on internal and UAT testing
- Initializing student file transfer from NHED
- Loading approved/tested version to Production environment
- Ongoing system maintenance, including oversight of the transfer of nightly student files into TIDE

The CAI TIDE team ensures any issues in production are addressed in a timely fashion and provide ongoing system maintenance and troubleshooting during the open administration system.

The TIDE system also manages student tools and accommodation settings as well as student testing eligibilities. The CAI Program Team works closely with the CAI TIDE team in verifying these various settings.

2.3.2.3 Test Delivery System (TDS).

TDS consists of the Test Administrator (TA) Interface, the Secure Browser, and the student testing environment. TDS has a small technology footprint and requires low end-user maintenance. The TA Interface is purely Internet-based. In order to allow students to test, their testing machine requires the installation of the Secure Browser, which can either be installed from a network on many machines, or individually installed.

The CAI TDS team is responsible for loading the test configuration files and ensuring the test system requirements are up-to-date each administration year. The CAI Program Team creates/updates the TDS specification documentation and works closely with the CAI TDS team, through internal testing and UAT, to ensure the test environment is in accordance with the New Hampshire requirements.

Setting up TDS each year consists of:

- Updating the Secure Browser
- Loading test configuration files
- Loading any updated and/or new functional elements
- Setting up testing environment based on updated specs and requirements
- Assures testing tools are working correctly
- Assures testing rules (pause rules, test segments, number of testing opportunities, etc.) are correct, in accordance with specs and requirements
- Rolls TDS out to testing environments (internal and UAT)

Contractor Initials: 

EXHIBIT B
Scope of Work
Continued

- Makes updates based on testing feedback
- Loading approved/tested version to Production environment
- Ongoing system maintenance

2.3.2.4 Speech to Text (billing schedule line item 9)

The Speech to Text engine is embedded in the Test Delivery System, which means it can be configured and governed like any other embedded accessibility resource. It does not require any software to be installed on the device, or prior setup. The Speech to Text engine leverages a high-quality, secure transcription service from Google akin to the Google Assistant and is a secure solution. The only information sent to Google is the audio recording, which is destroyed by Google immediately following transcription of the text. The engine is cross-platform compatible, and has consistent presentation and functionality (i.e.; desktop, chrome, iOS, etc.). The tool only appears on the item interactions that should have it.

2.3.2.5 Centralized Reporting System (CRS)

The CRS collects all tested student data and makes it available to Districts and Schools. The NH SAS incorporates real-time reporting, so student results are generally available seconds after the student submits a test.

The NH SAS utilizes a fully online reporting system, so teachers do not have to wait for printed reports to be sent out.

With the launch of the Family Portal, NH families also have direct access to their students' test results.

Setting up CRS each year consists of:

- Loading any updated and/or new functional elements
- Setting up testing environment based on updated specs and requirements
- Loading test data from upstream systems
- Assures test modes and reporting standards are correct
- Assures testing measures are accurately reported and are in accordance with specs and requirements
- Rolls CRS out to testing environments (internal and UAT)
- Makes updates based on testing feedback
- Loading approved/tested version to Production environment
- Ongoing system maintenance

2.3.2.6 Analysis

The CAI Analysis team is responsible for ensuring data flows from our scoring systems to our downstream systems, including Reporting. The Analysis team produces the student data file layouts and provides NHED with the cumulative, daily, and final student data files.

Contractor Initials: EL

EXHIBIT B
Scope of Work
Continued

2.3.2.7 Psychometrics

The CAI Psychometric team is responsible for the following tasks:

- Sample design
- Field-test design
- Item analysis
- Analysis of differential item functioning
- Calibration, using both classical and Item Response Theory (IRT) methods
- Parallel form equating and vertical linking of related tests
- Design and implementation of standard-setting sessions
- Design and implementation of special studies, including validity studies
- Randomized field trials
- Cross-form reliability studies
- Program and initiative evaluations

The CAI Psychometric team also produces the annual Technical Report and lends support to New Hampshire's Technical Advisory Committee (TAC). The CAI Program Team, in concert with the CAI psychometrics teams, will also assist NHED in the preparation of items for required Peer Review elements, particularly when those items are relative to the Technical Reports being produced.

2.3.3 Test Scoring/Autoscoring (billing schedule line item 10)

Autoscoring:

Autoscoring is used to produce scores more quickly, ensure consistent score application within and across test administrations, reduce costs, and produce high-quality scores. Autoscoring is used in conjunction with human hand scoring. The Autoscore process is supported by the CAI Psychometric, Autoscore, Reporting, and TDS teams.

Hand scoring:

In support of the Autoscore engine and for checking the Autoscore process against hand scoring for the validity of scores and/or the scoring of certain condition codes, CAI partners with Measurement Inc. (MI) to perform hand scoring. For validity purposes, CAI directs approximately 15% of written responses to MI for hand scoring. These scores are returned to CAI and inserted into CRS no later than 10-business days from test submission. At the request of NHED, CAI will provide the actual percentage of written responses that were hand scored in a given test administration year.

2.3.4 Student Data Files (billing schedule line item 11)

The CAI Analysis team is responsible for collecting and tracking data in the production and distribution of student data files. In preparation for the opening of the Interim testing window, the Analysis team creates a data file layout outlining the data elements to be collected. This layout is provided to NHED in order to facilitate the transfer of student data

Contractor Initials: 

EXHIBIT B
Scope of Work
Continued

from CAI. The initial data file is a cumulative file containing all the records to date. From that point, the CAI Analysis team provides daily files. The same process is followed for the Summative test window. Files are delivered on a daily basis until the close of the testing windows. At the close of the testing windows, the CAI Analysis team provides final data files for all Interim and Summative testing events.

2.3.5 Centralized Reporting System (billing schedule line items 12 & 13)

The Centralized Reporting System (CRS) is the repository for all student testing results, in a format designed for consumption by educators. NH employs real-time reporting where results are provided to the field within seconds of a student submitting a test. Individual Student Reports (ISRs) are readily available to schools and districts to be shared with families.

2.3.5.1 Family Portal (billing schedule line item 14)

The Family Portal is a standalone website where families can directly access student Summative results and requires setup and maintenance, similar to all the other online systems. Access codes for the Family Portal are generated by TIDE and Districts/Schools distribute this information to families. CAI and NHED will work together to identify barriers to parent access and propose potential solutions (such as embedding parent access in learning management systems) as an alternative to distributing codes directly by Districts/Schools.

2.3.6 Technical Advisory Committee Meetings (billing schedule line item 15)

The NH Technical Advisory Committee (TAC) is scheduled to meet twice per administration year. The CAI Program Team is responsible for meeting logistics, materials, and food/drink. CAI provides the TAC chair and members a stipend (\$3,000/day and \$1,500/day, respectively) and covers any lodging and other logistics. CAI functional teams also lend support to the TAC and their meeting, most notably Psychometrics and Content.

2.3.7 Technical Report (billing schedule line item 16)

The CAI Psychometric team annually produce a technical report documenting all facets of New Hampshire's statewide assessment system. CAI works with NHED to provide all technical documentation necessary to successfully complete the peer review process. To support NHED and the NH TAC in the development and review of peer review evidence, CAI will provide NHED a crosswalk between the peer review guidelines and the technical report sections.

2.4 ITEM DEVELOPMENT AND TEST CONSTRUCTION

2.4.1 Science Item Development (billing schedule line item 17)

New Hampshire, as a member-state of Next Generation Science Standards Memorandum of Understanding (NGSS MOU), is required to provide cluster and standalone items to the NGSS item bank. Support for any item writing workshops and review meetings is provided by the CAI Program and Content teams. The CAI Program Team is responsible for all meeting and lodging logistics. The CAI Content team is responsible for the training of

Contractor Initials: 

EXHIBIT B
Scope of Work
Continued

committee members as well as meeting facilitation. For in-person meetings, CAI HelpDesk and IT support is also provided.

2.4.2 Summative Test Construction (billing schedule line item 18)

The NH SAS Summative assessment is an online, adaptive test that requires annual construction and maintenance. The CAI Psychometric and Content teams assure new items introduced to the Summative assessments adhere to the NH assessment blueprints.

These aforementioned CAI Psychometric and Content teams perform test simulations and other Quality Control (QC) measures to confirm the Summative tests are free of measurement and/or content errors.

2.4.3 Interim Form Construction/Maintenance (billing schedule line item 19)

The Interim test, although fixed form, requires construction and maintenance in the event new items are made available and old items are removed from the Interim bank. As with the Summative tests, CAI's Psychometric and Content teams perform simulations and other QC measures to assure test blueprint and content alignment.

2.4.4 Content/Bias/Sensitivity Committee Review Meeting (billing schedule line item 20 & 21)

Supporting the Independent College and Career Readiness (ICCR) item bank for English Language Arts (ELA) and Math, the NHED hosts a series of Content Review and Bias/Sensitivity meetings. The CAI Program Team is responsible for all meeting and lodging logistics. The CAI Content team is responsible for the training of committee members as well as meeting facilitation. The committee members are chosen by NHED in partnership with CAI. These meetings are in-person and CAI provides HelpDesk and IT support before, during, and after the committees meet. CAI covers all costs related to the meeting.

Contractor Initials: 

Date: 02/16/24

EXHIBIT C
Method of Payment

BILLING LINE #	DELIVERABLE	FY25	FY26	FY27	FY28	FY29
Planning and Project Management						
1	Conduct Project Kickoff Meeting	\$28,768.00	\$28,768.00	\$28,768.00	\$28,768.00	\$28,768.00
2	Project Status Reports	\$233,200.00	\$233,200.00	\$233,200.00	\$233,200.00	\$233,200.00
3	Work Plan - Weekly Status Meetings	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00
4	Systems Interface Plan and Design/Capability	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00
5	Comprehensive Training Plan and Curriculum	\$13,353.00	\$13,353.00	\$13,353.00	\$13,353.00	\$13,353.00
System Deployment						
6	Conduct Training	\$95,183.00	\$95,183.00	\$95,183.00	\$95,183.00	\$95,183.00
Operations						
7	Item Banks and Configuration for Testing (UAT)	\$228,692.00	\$228,692.00	\$228,692.00	\$228,692.00	\$228,692.00
8	Test Administration	\$889,350.00	\$889,350.00	\$889,350.00	\$889,350.00	\$889,350.00
9	Speech-to-Text	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
10	Test Scoring	\$165,000.00	\$169,950.00	\$175,049.00	\$180,300.00	\$185,709.00
11	Student Data File	\$173,250.00	\$173,250.00	\$173,250.00	\$173,250.00	\$173,250.00
12	Online Reporting System	\$104,865.00	\$104,865.00	\$104,865.00	\$104,865.00	\$104,865.00
13	Deliver Individual Student Reports (ISR)	\$55,966.00	\$55,966.00	\$55,966.00	\$55,966.00	\$55,966.00
14	Family Portal	\$111,867.00	\$111,867.00	\$111,867.00	\$111,867.00	\$111,867.00
15	TAC Meetings (2)	\$124,411.00	\$124,411.00	\$124,411.00	\$124,411.00	\$124,411.00
16	Technical Report	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
Item Development and Test Construction						
17	Science Item Development	\$126,749.50	\$126,749.50	\$126,749.50	\$126,749.50	\$126,749.50
18	Summative Test Construction	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00
19	Interim Form Construction	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
20	Bias/Sensitivity Committee Review	\$47,113.00	\$47,113.00	\$47,113.00	\$47,113.00	\$47,113.00
21	Content Review	\$109,464.00	\$109,464.00	\$109,464.00	\$109,464.00	\$109,464.00
	Total	\$2,622,731.50	\$2,627,681.50	\$2,632,780.50	\$2,638,031.50	\$2,643,440.50
	GRAND TOTAL	\$13,164,665.50				

Contractor Initials: *EL*

EXHIBIT C
Method of Payment
Continued

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed \$13,164,665.50.

Funding Source: Funds are available in the following account for Fiscal Years 2025 and are anticipated to be available in Fiscal Years 2026, 2027, 2028, and 2029, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-560040-30430000 EDUCATION TRUST FUND

Fiscal Year	Class/Account	Class Title	Total Amount
2025	612-500942	State Testing	\$2,622,731.50
2026	612-500942	State Testing	\$2,627,681.50
2027	612-500942	State Testing	\$2,632,780.50
2028	612-500942	State Testing	\$2,638,031.50
2029	612-500942	State Testing	\$2,643,440.50
Total			\$13,164,665.50

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and reports shall be electronically submitted to:

DEAR@doe.nh.gov

Contractor Initials: *EL*

Date 02/16/24

EXHIBIT D
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.

Revised 6-5-21

Contractor Initials: EL

EXHIBIT E
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 NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED 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.

Revised 6-5-21

Contractor Initials: EL

Date: 02/16/24

EXHIBIT F
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.

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- 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 NHED 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.

Revised 6-5-21

Contractor Initials: EL

EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Contractor Initials: 

Contractor shall retain ownership of all Contractor services, software, tools, and other Contractor Intellectual Property (Contractor IP) developed before entering into this Agreement, including, but not limited to, Contractor's proprietary digital applications and systems for student registration, test delivery, authoring and online results reporting and related systems, as well as any derivations of this Contractor IP.

Revised 11-30-23

Contractor Initials: AK

Date: 02/16/24

EXHIBIT H
Data Protection

Revised 2-2023

Data Protection

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

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

Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

1. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Contractor Initials: 

2. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

Breach Responsibilities

1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

Contractor Initials: EL

Date 02/16/24

CERTIFICATE OF ATTESTATION

Corporation

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

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

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

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

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: 02/16/24

ATTEST: 
(Signature of Clerk of Corporation)

Interim Chief Legal Officer
(Title of Clerk of Corporation)

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: 0006320871



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/14/2023

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. 17855 Dallas Pkwy Ste 400 Dallas TX 75287-6857 USA	INSURER A: Berkley Regional Insurance Company NAIC # 29580	
	INSURER B: Berkley National Insurance Company 38911	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570101501696 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL	EXCLUDED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			[REDACTED]	04/15/2023	04/15/2024	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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	04/15/2023	04/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			[REDACTED]	04/15/2023	04/15/2024	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	04/15/2023	04/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570101501696

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

CERTIFICATE HOLDER New Hampshire, 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 <i>Aon Risk Services Southwest, Inc.</i>

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ACORD 25 (2016/03)

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