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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 12, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with RMC Research Corporation (VC#175710) Arlington, VA in an amount not to exceed $55,802.42 to provide support for the logistics and technical assistance for the State Accountability Task Force with an option to renew for two (2) additional one-year terms, effective upon Governor and Council approval through June 30, 2026. 100% Education Trust Funds.

Funds to support this contract are available in Fiscal Year 2025 and are anticipated to be available in Fiscal Year 2026 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	$22,320.97
2026	612-500942	State Testing	$33,481.45
		Total	$55,802.42

EXPLANATION

2024 SB 378 requires the establishment of a task force to develop and review the performance-based accountability system (PBAS) that will serve to demonstrate that a school is providing the opportunity for an adequate education as defined in RSA 193-E:2-a. The New Hampshire Department of Education (NHED) is required to administer and facilitate this taskforce.

The taskforce has the following responsibilities:

- Define the performance-based accountability system to be used by schools that will ensure that the opportunity for an adequate education as defined in RSA 193-E:2-a is provided,
- Identify performance criteria and measurements,
- Establish performance goals and the relative weights assigned to those goals,
- Ensure that PBAS performance criteria are aligned with academic standards and with the scope and sequence of skill and knowledge development at various learning levels,
- Develop a process of continuous review and improvement to the PBAS,
- Review and make recommendations of the applicability and application of the PBAS for chartered public schools established pursuant to RSA 194-B and alternative schools and,
- Advise the NHED on the initial and ongoing implementation of PBAS, including developing deadlines and data collection and reporting methodologies

The NHED is requesting a contract with RMC Research Corporation (RMC) to provide logistical support for the operations of the Performance-Based Accountability System (PBAS) Task Force, authorized under RSA 193-E:3-c VI.

RMC was selected through a competitive Request for Proposals (RFP) process in which proposals were rigorously evaluated against criteria such as experience, capacity, and alignment with Task Force needs. RMC's proposal received high marks, demonstrating their ability to provide comprehensive logistical support and their proven track record in managing complex, multi-stakeholder projects. Their selection ensures the State Accountability Task Force will have the operational support necessary to achieve its goals effectively and efficiently. Please note, the RFP was structured to allow for vendors to bid on either Logistics OR Technical Assistance. RMC won the bid for logistics, the National Center for the Improvement of Educational Assessment (Center for Assessment) won for Technical Assistance. (See Attachment A).

RMC's role shall include managing the coordination of Task Force activities, such as scheduling and facilitating meetings, preparing and disseminating materials, and documenting discussions, decisions, and next steps, as well as supporting the NHED with public stakeholder engagement efforts and the creation of a final legislative report. RMC will oversee the creation and maintenance of a centralized repository for Task Force resources, ensuring that all members have access to the necessary tools and information.

By handling these operational aspects, RMC will allow the NHED and the Task Force members to focus on the critical work of defining performance criteria, establishing goals, and developing recommendations for New Hampshire's state accountability system.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

Attachment A
Bid Scoring Summary Sheet
RMC Research Corporation

Proposed Price		$220,000.00	$55,802.42	$127,918.00
Criteria for Evaluation and Scoring	Potential Points	National Center for Improvement of Educational Assessments	RMC Research Corporation	Jacqueline P. Kelleher
Familiarity with the New Hampshire educational landscape, including the relevant laws and key stakeholders The vendor's proposal reflects familiarity with New Hampshire's educational landscape, including the laws and regulations related to assessment, accountability and data reporting and key stakeholders.	20	19	16	5
Technical expertise in assessment and accountability systems The vendor's proposal displays technical expertise in matters relating to large scale assessments and accountability systems.	20	19	NA*	5
Experience and familiarity with forming and facilitating large state-wide task forces and groups The vendor's proposal displays previous experience in and familiarity with assisting State Education Agencies on matters relating to assessment and accountability. Further, the vendor has facilitated large state-wide task forces or policy advisory committees with a proven track record of success.	20	17	18	5
Background and expertise of the organization and key personnel Both the organization and key personnel to be involved demonstrate adequate technical expertise and experience relating to assessment and accountability.	20	19	14	5
PRICE PROPOSAL MAXIMUM POINTS	20	16	18	10
Potential Points/Points Awarded		100/90	80/66	100/30

*RMC Research Corporation submitted a bid for just the logistics scope of services, which was allowable under the terms of the RFP. Their proposed cost does not include the technical assistance portion of the RFP.

Name of Reviewers	Title
Natheniel Greene	Bureau Administrator for Assessment and Accountability
Kyu Ryung Hwang	Accountability Administrator
Kristen Crawford	Assessment Administrator
Rob Malay	Superintendent, SAU 29
Christine Landwehrle	Superintendent, SAU 82

Review Process

Scoring review occurred on November 1, 2024. The final score for each vendor was awarded upon the consensus of the review team. The RFP was structured to allow for vendors to bid on either Logistics OR Technical Assistance. RMC won the bid for logistics, the National Center for the Improvement of Educational Assessment won for Technical Assistance. Separate contracts will be submitted for this RFP.

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 RMC Research Corporation		1.4 Contractor Address 1530 Wilson Blvd Ste 430 Arlington, VA 22209	
1.5 Contractor Phone Number 978-987-6729	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2026	1.8 Price Limitation $55,802.42
1.9 Contracting Officer for State Agency Nathaniel Greene, Administrator Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-573-6556	
1.11 Contractor Signature Everett Barnes Everett Barnes (Feb 24, 2025 09:54 EST) Date: 02/24/25		1.12 Name and Title of Contractor Signatory Everett W. Barnes, Jr., RMC Research President	
1.13 State Agency Signature Date: 03/21/25		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: 03/25/25	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: EWB

Date: 02/24/25

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.

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.

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.

EXHIBIT A
Special Provisions

Additional Exhibit D: Data Protection

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

Renewal 1, July 1, 2026, to June 30, 2027
Renewal 2, July 1, 2027, to June 30, 2028

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.

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.

EXHIBIT B
Scope of Work

RMC Research Corporation (RMC) shall provide logistical support services to the New Hampshire Department of Education (NHED) in the administration and support of the State Accountability Task Force (SATF) and the revision of the state Performance Based Accountability System (PBAS). Such services shall include meeting planning, facilitation, documentation, stakeholder engagement efforts, and report writing, as detailed in this scope of work.

Project Start Up

1. **Initial Coordination Meeting**
   - Meet with NHED lead, state personnel, and technical assistance contractors after Governor and Council approval.
2. **Key Objectives**
   - Coordinate with technical assistance provider to obtain grounding in the purposes, background, and legislative intent of the SATF and PBAS work.
   - Receive and review any background documents or materials provided by the NHED and the technical assistance provider, ensuring a clear understanding of the purposes and context.
   - Review and confirm the proposed tasks, timelines, roles, responsibilities, and budget.
   - Adjust the proposed plan based on feedback and recommendations from the NHED lead.
3. **Plan Revision**
   - Revise and submit to NHED the project plan, incorporating any adjustments to tasks, timelines, roles, and budget based on the outcomes of the initial meeting
4. **Deliverable**
   - Submit a final, revised project plan to the NHED for review and approval.

Meeting Coordination

1. **Meeting schedule for SATF Meetings**
   - Develop a finalized schedule of meetings (minimum 6), in consultation with the NHED, SATF chairperson, and the technical assistance provider.
2. **Meeting invitations and Preparation Materials**
   - Distribute meeting invitations in a timely manner to all Task Force members for each of the six scheduled meetings.
   - Prepare agendas and necessary materials and distribute to Task Force members ahead of each meeting.
3. **Meeting Materials and Agendas Repository**
   - Establish a SharePoint site accessible to NHED staff and Task Force members, containing:
     i. Meeting agendas.
     ii. Meeting minutes.
   - All relevant materials for preparation and reference.
4. **SharePoint Site Creation and Membership Management**
   - Create a secure SharePoint site for Task Force use.
   - Manage site membership, ensuring only authorized staff and members have access to draft materials.

EXHIBIT B
Scope of Work
Continued

5. **Oversight and Maintenance of SharePoint Site**
    - Regularly update and maintain the SharePoint site with new materials and meeting-related content in a timely manner.
    - Address any technical or access issues reported by members.
6. **Documentation of Meeting Outputs**
    - Create and maintain recording and summarization of minutes and key discussion points for all meetings determined by NHED and RMC as part of the initial project plan.
    - Upload the summaries to the SharePoint site for member access.
    - Coordinate with NHED personnel to meet all public reporting obligations required by New Hampshire state law relative to meeting notices, public access, public agendas, and meeting minutes.

Meeting Facilitation

1. **Facilitation of Task Force Meetings**
    - Collaborate with and support the leadership of the Task Force Chair, NHED staff, and the technical assistance provider during meetings.
    - Conduct facilitation aligned with pre-determined agendas and plans developed in consultation with the Task Force Chair, NHED, and technical assistance provider.
    - Employ facilitation strategies to foster learning, engage all participants, and support purposeful dialogue.
    - Facilitate discussions that promote collaborative decision-making and consensus-building among Task Force members.
    - Ensure all voices and perspectives are engaged and incorporated into Task Force discussions and decisions.
    - Apply facilitation techniques informed by professional training, including *Skillful Facilitation* (Schwarz) and *Groups at Work* (Lipton and Wellman).

Agenda and Materials Preparation

1. **Meeting Agendas**
    - Produce consistently formatted agendas for SATF meetings, including:
        i. Meeting purposes and outcomes.
        ii. Discrete agenda items with assigned roles and responsibilities.
        iii. Actions and decisions needed during the meeting.
2. **Meeting Minutes Template**
    - Produce consistently formatted meeting minutes, including:
        i. Key decisions and discussions.
        ii. Agreed-upon next steps with assigned roles and responsibilities.

Support for Effective Group Work

- Provide tools and processes for supporting effective group work and decision-making, such as:
    i. Strategies for engaging members in various configurations (whole group, role groups, table groups, pairs).
    ii. Consensus-building and decision-making processes.

3. **Production of Meeting Materials**
    - Prepare and deliver materials to support SATF's work during meetings.
    - Include any visual aids, handouts, or tools required for effective engagement.

Meeting Minutes and Summaries and Progress Reporting

1. **Meeting Minutes and Summaries**
    - No less than 5 business days after each Task Force meeting, RMC will disseminate detailed meeting minutes and summaries via SharePoint.
    - Include, in meeting summaries, decisions, action items, assigned responsibilities, and timelines, as well as highlights of Task Force deliberations and discussions.
    - Provide support and a staff member for taking notes at each meeting.
    - Work with the NHED to ensure the correct format for the release of any public materials required by New Hampshire state law.
2. **Progress Reports**
    - Provide quarterly progress reports to NHED.

Stakeholder Engagement

1. **Stakeholder Engagement Strategy**
    - Develop a comprehensive stakeholder engagement plan in consultation with the NHED and SATF chairperson identifying key stakeholders and preferred strategies for keeping them informed and eliciting feedback.
2. **Host Engagement Efforts**
    - ***Option 1: Virtual Listening Sessions***
        i. Host three virtual listening sessions with stakeholders:
        ii. Session 1: Early stages of PBAS development, focusing on key aspects being considered.
        iii. Session 2: Mid-stages, discussing emerging directions for PBAS.
        iv. Session 3: Later stages, focused on SATF draft recommendations.
    - Tasks include:
        i. Planning and scheduling each session.
        ii. Preparing and distributing announcements, invitations, and registration details.
        iii. Conducting the sessions and preparing summary notes.
    - ***Option 2: Stakeholder Surveys***
        i. Develop and administer three surveys:
        ii. Survey 1: Early stages of PBAS development, sharing key aspects for feedback.
        iii. Survey 2: Mid-stages, gathering input on emerging directions.
        iv. Survey 3: Later stages, focusing on stakeholder reactions to SATF draft recommendations.
    - Tasks include:
        i. Designing the surveys, including clear and relevant questions.
        ii. Disseminating the surveys to stakeholders.
        iii. Preparing summary reports of results for submission to the Task Force and NHED.

EXHIBIT B
Scope of Work
Continued

Final Report

1. **Support the Draft Final Report**
    - Support NHED staff, task force chair, and the technical assistance provider to produce a comprehensive draft report to provide to the Task Force and NHED, including:
        i. The purposes and charge of the SATF.
        ii. Summaries of SATF activities, discussions, outcomes, and recommendations.
        iii. Legislative recommendations for the state's Performance-Based Accountability System (PBAS).
2. **Revised Final Report**
    - Incorporate changes to the draft report based on feedback from the NHED, the technical assistance provider, and SATF members.
    - Review the revised report with the Task Force, NHED staff, and the technical assistance provider.
3. **Professional Final Report**
    - Produce a professionally formatted and visually appealing final report including:
        i. Graphics and visual aids designed by RMC Instructional Designer.
        ii. Formatting for clear presentation of findings and recommendations.

EXHIBIT C
Method of Payment

Budget through June 30, 2026

Project Deliverables	Cost
Project Startup	$2,598.72
Meeting Coordination	$9,868.48
Meeting Facilitation	$9,095.52
Agenda Materials and Preparation	$8,699.76
Meeting Minutes, Summaries, and Progress Reports	$9,584.68
Stakeholder Engagement	$6,400.53
Final Report	$7,398.69
Supplies	$400.00
Travel	$800.00
Technology	$600.00
General and Administration (G&A) on Other Costs	$234.00
Management Fee 6%	$122.04
Total Cost	**$55,802.42**

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 $55,802.42. To be binding on the state, such adjustments of budget line items, must be memorialized in writing, executed by the Contracting Officer and approved by the Commissioner.

Travel reimbursements will adhere to current Federal mileage rates.

Funding Source: Funds to support this contract are available in Fiscal Years 2025 are anticipated to be available in Fiscal Year 2026, 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	$22,320.97
2026	612-500942	State Testing	$33,481.45
		Total	$55,802.42

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: EWB

Date: 02/24/25

EXHIBIT D
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.

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.

CERTIFICATE OF ATTESTATION

Corporation

I, M. Christine Dwyer, **hereby certify** that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

RMC Research Corporation. I hereby certify that Everett W. Barnes, Jr.,
(Corporation Name) (Name of Contract Signatory)

President, is duly authorized to execute contracts on behalf of
(Title of Contract Signatory)

RMC Research Corporation 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: 02/20/25 **ATTEST:** M. Christine Dwyer (Feb 20, 2025 16:04 EST), Senior Vice President and Secretary
(Signature of Clerk of Corporation) (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 RMC RESEARCH CORPORATION is a Maryland Profit Corporation registered to transact business in New Hampshire on November 15, 1985. 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: **89148**
Certificate Number: **0006817914**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of December A.D. 2024.

David M. Scanlan
Secretary of State

RMCRESE-01 MMACBEY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2024

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
AssuredPartners New England, Inc.
(AP Home Office) One Financial Plaza
Hartford, CT 06103

CONTACT NAME: Megan MacBey
PHONE (A/C, No, Ext): (508) 506-5534 FAX (A/C, No): (508) 506-5534
E-MAIL ADDRESS: Megan.Macbey@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Ohio Casualty Ins. Co.	24074
INSURER C : Allied World Assurance Company	19489
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RMC Research Corp.
1530 Wilson Blvd
Suite 430
Arlington, VA 22209

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			[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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			[redacted]	7/1/2024	7/1/2025	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	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
C	Professional Liab			[redacted]	7/1/2024	7/1/2025	Per Occ/Aggregate	3,000,000
C	Professional Liab			[redacted]	7/1/2024	7/1/2025	Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Coverage excludes coverage for: Everett Barnes, Christine Dwyer
Workers Compensation apply to the following States: TX CT GA NH PA VT CO OR VA CA AZ FL IL MA NV

CERTIFICATE HOLDER

NH Department of Education
25 Hall 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

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