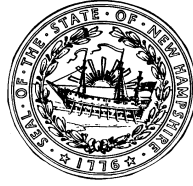


Frank Edelblut
Commissioner of Education
Tel. 603-271-3144



Christine Brennan
Deputy Commissioner
Tel. 603-271-3801

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

**Accountability and Business Rule Application and
Documentation for Assessment Systems
RFP Cover Sheet**

Name of Agency/Division: Department of Education

Contract Number/Name: RFP 2018-CD Accountability and Business Rule Application and Documentation for NH Assessment Systems

RFP Purpose:

The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve.

This request seeks a contracted consultant with extensive experience in working with all levels of NH data system users, to design, document, and employ NH assessment and accountability business rules. The consultant will be required to ensure quality data is produced and that the state is able to successfully fulfill ESSA assessment and accountability requirements.

The consultant will process assessment and accountability data, document routines necessary for continued processing of required assessment and accountability data, documentation, source control entry, and knowledge transfer in accordance with current practice.

Scope of Services

Prepare documentation, provide support and training, and review DOE staff work.

Validate business rules for accountability and provide support in applying rules and reporting accountability data.

Provide consulting for delivery of Federal and State accountability systems and related data structures. This includes consulting on the definition of business rules, design, implementation and testing in the transition to a new statewide assessment system.

Assist in the data preparation required for the NH Statewide Assessment program.

Preparation of assessment and accountability data to be reported to the field and for internal use in multiple formats.

Provide support in manipulating data in order to fulfill state and federal reporting requirements.

Work in assuring the validity of data in the data warehouse.

Assist with the creation of reports to share data with school districts and other stakeholders.

Be available and participate in Assessment, Accountability, and Data Management meetings.

Participate in Bureau and Department meetings periodically to share information as required.

Examine and clean data tables, data bases and file structures, including views and procedures. Eliminate redundant or obsolete data and procedures.

Document the following routines:

- Vendor data for assessment results
- Creating aggregate preliminary data for i4see reports
- Running accountability rules and loading into assessment results
- Creating aggregate reports
- Running ESSA data
- Preparing all lookup and control tables for 2019 data
- Edfacts reporting including assessment, participation, and accountability indicators
- iReport data processes
- Data for the website
- Testing accountability and ESSA data
- Data verification routines for SASID and PACE data
- EOY record on test dates

Document the processes necessary to generate school tables for vendors including routines, timelines and responsibilities, secure data transfers, software setup and processes for out of district placement students. Include coding and technical procedures.

Document all fields in the assessment, accountability, ESSA tables, views tables, and data dictionary. Create backups and remove fields no longer being used and make sure data is backed up.

Document accountability data flow. Perform the following and document the processes to review MOY data for errors and the effect of errors on accountability; setup static data tables for 2019 including control table, lookup tables, and school view tables; upload preliminary data into assessment results table and generate aggregates for i4SEE reports.

Create and document routines and new tables to store TSI schools based on yearly data - Year 1 and Year 2 and verify and test TSI school designations; write new routines, create new tables, and document processes to store the multiple year ATS data and to determine schools that will exit based on 2 years of data.

Change CSI/TSI routines and document processes to insert instead of creating a new table each year. Change Accountability routines and document routines and processes to use new accountability rules as to who should test and at what grade. Verify, test, and document all processes and routines.

As time allows, work toward elimination of all manual interventions to automate processes and testing.

Create user friendly data views that include school and district name and descriptors.

Special Concerns:

The NH DOE will not accept bids for pieces of individual components.

Vendors should include specific information related to proposed services including, an outline of services proposed, the number of hours required to complete the project, the budgeted amounts for each proposed service, and a timeline for the delivery of services.

Vendors may partner with another firm to provide parts of the solution; however, the vendor must provide management of the partner and is responsible for all project performance. The vendor is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP and the vendor's proposal.

Vendor will be expected to work at and/or attend weekly meetings at the NH Department of Education in Concord as the Departments requires.

Selection

Vendors may be asked to participate in an interview process and present proposals to a review team.

Submitted by:

Caitlin Davis

Current Date:

April 1, 2019

Phone:

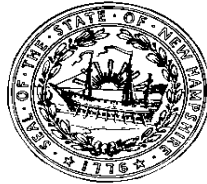
603.271.3427

Email:

Caitlin.Davis@doe.nh.gov

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New Hampshire Department of Education
Division of Educational Improvement
101 Pleasant Street
Concord, New Hampshire 03301



April 1, 2019

REQUEST FOR PROPOSAL (RFP)

**RFP 2018-CD Accountability and Business Rule Application and
Documentation for NH Assessment Systems**

Proposals Deadline: 4:00 PM, April 15, 2019

Proposal Inquiries: All questions about this Request for Proposal (RFP) should
be submitted by email to:

Caitin Davis, Director
Division of Education Analytics and Resources
e-mail: caitlin.davis@doe.nh.gov

INTRODUCTION

The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve.

This request seeks a contracted consultant with extensive experience in working with all levels of NH data system users, to design, document, and employ NH assessment and accountability business rules. The consultant will be required to ensure quality data is produced and that the state is able to successfully fulfill ESSA assessment and accountability requirements.

The consultant will process assessment and accountability data, document routines necessary for continued processing of required assessment and accountability data, documentation, source control entry, and knowledge transfer in accordance with current practice.

Overview of Services

Prepare documentation, provide support and training, and review DOE staff work.

Validate business rules for accountability and provide support in applying rules and reporting accountability data.

Provide consulting for delivery of Federal and State accountability systems and related data structures. This includes consulting on the definition of business rules, design, implementation and testing in the transition to a new statewide assessment system.

Assist in the data preparation required for the NH Statewide Assessment program.

Preparation of assessment and accountability data to be reported to the field and for internal use in multiple formats.

Provide support in manipulating data in order to fulfill state and federal reporting requirements.

Work in assuring the validity of data in the data warehouse.

Assist with the creation of reports to share data with school districts and other stakeholders.

Be available and participate in Assessment, Accountability, and Data Management meetings.

Participate in Bureau and Department meetings periodically to share information as required.

Examine and clean data tables, data bases and file structures, including views and procedures. Eliminate redundant or obsolete data and procedures.

Document the following routines:

- Vendor data for assessment results
- Creating aggregate preliminary data for i4see reports
- Running accountability rules and loading into assessment results
- Creating aggregate reports
- Running ESSA data
- Preparing all lookup and control tables for 2019 data
- Edfacts reporting including assessment, participation, and accountability indicators
- iReport data processes
- Data for the website
- Testing accountability and ESSA data
- Data verification routines for SASID and PACE data
- EOY record on test dates

Document the processes necessary to generate school tables for vendors including routines, timelines and responsibilities, secure data transfers, software setup and processes for out of district placement students. Include coding and technical procedures.

Document all fields in the assessment, accountability, ESSA tables, views tables, and data dictionary. Create backups and remove fields no longer being used and make sure data is backed up.

Document accountability data flow. Perform the following and document the processes to review MOY data for errors and the effect of errors on accountability; setup static data tables for 2019 including control table, lookup tables, and school view tables; upload preliminary data into assessment results table and generate aggregates for i4SEE reports.

Create and document routines and new tables to store TSI schools based on yearly data - Year 1 and Year 2 and verify and test TSI school designations; write new routines, create new tables, and document processes to store the

multiple year ATS data and to determine schools that will exit based on 2 years of data.

Change CSI/TSI routines and document processes to insert instead of creating a new table each year. Change Accountability routines and document routines and processes to use new accountability rules as to who should test and at what grade. Verify, test, and document all processes and routines.

As time allows, work toward elimination of all manual interventions to automate processes and testing.

Create user friendly data views that include school and district name and descriptors.

Qualifications/Certifications Required

The successful consultant will have extensive experience in the development and implementation of the New Hampshire Department of Education's assessment and accountability business rules under ESSA.

The successful consultant will have extensive experience in New Hampshire's transition from the approved NCLB accountability plan to New Hampshire's Consolidated State Plan for ESSA.

The successful consultant must have extensive knowledge of and experience in the application of the state's accountability and business rules under ESSA.

The successful consultant must have extensive knowledge of and experience in the following:

- Calculating growth and validating assessment results for DLM, NH SAS, and WIDA
- Creating aggregate preliminary data for i4see reports
- Developing and deploying NH accountability rules and loading into assessment results data tables
- Preparing all lookup and control tables for 2019 data
- Edfacts reporting including assessment, participation, and accountability indicators
- iReport data processes
- Data verification routines for SASID and PACE data
- NH DOE End of Year (EOY) process
- SQL, iReport, iExplore, NH SAS, DLM, SAT, PACE

Evaluation of Proposals

All proposals will be reviewed and rated by an evaluation team appointed by the Director of the Division of Education Analytics and Resources at the Department of Education. The Division Director will then make the final selection

based upon the evaluation team ratings. Each proposal will be rated in accordance with the requirements established in this RFP. Additional points will be awarded for elements of added value for the Department that the vendor proposes. The Department shall be under no obligation to contact vendors for clarification of their proposals, but it shall reserve the right to do so at any time prior to the awarding of a contract. If the Department chooses to award a contract relative to this RFP, it shall be to the responsive vendor that receives the highest total rating as a result of the proposal evaluation process.

Proposals will be reviewed for completeness and eligibility. Ineligible or significantly incomplete proposals will be rejected. The number of points to be awarded for each of the proposal elements is shown in parentheses.

Each proposal shall include:

- a. Proposed Solution (40 points)
 - a. Responds clearly, concisely and completely to all RFP priorities and requirements.
 - b. Demonstrates understanding of the states' needs and the challenges that need to be met in order to achieve it.
 - c. Proposes methods, procedures and strategies that are sound, innovative, and aligned to the proposed project to the project goals.
 - d. Includes comprehensive description of the services provided.
- b. Corporate Overview and Project Management (20 points)
 - a. Includes a concise abstract of the organization or candidate's experiences that explain the background brought to the role of consultant.
 - b. Underscores the applicability of the consultant's background and experience to the project.
 - i. Expertise and experience in priority areas.
 - c. Includes references and quality of sample work.
- c. Project Execution (15 points)
 - a. Implementation approach.
 - b. Communication strategies.
 - c. Discovery and resolution of problems.
- d. Pricing Model (15 points)
 - a. Appropriateness of an included itemized budget of cost per hour times the number of hours of contracted service to be provided.
 - b. Cost effective budget.
 - c. Sound fiscal management practices that meet or exceed industry standards.
- e. Overall Quality of Proposal (10 points)
 - a. Quality of the proposal and proposed services.

The vendor proposed solution provides a comprehensive, coherent and integrative response to the Scope of Work and other project priorities that

demonstrates the capacity to implement the project on time, within budget and at a high level of quality.

The vendor's ability to develop a concise proposal which responds to all of the elements herein will be considered favorably in rating the proposal.

Supplementary materials may be included as part of the submittal. These should either explain or expand upon information presented in the formal proposal. All supplementary materials must be clearly identified (e.g., Appendix A, B, etc.) and cross-referenced in the text of the formal proposal.

Qualified vendors may be asked to provide the Department with additional written materials or documentation of qualifications, and may be asked to meet with the proposal evaluation team to discuss their proposal.

Notification: It is the Department's intent to act promptly. Following review, the eligible consultant or organization will be contacted by Department of Education staff to discuss any modifications that may be required. Applicants whose proposals are recommended at less than the amount requested may be asked to revise the project budget and/or scope of work.

Contract Overview

The contract period for this RFP will begin upon NH Governor and Executive Council approval, and continue through June 2020 with up to five (5) annual renewals.

The continuation and annual renewal of all contracts are subject to continued availability of funds, State and Federal changes, and successful implementation by the vendor.

Contract Award

The State plans to execute a Not to Exceed (NTE) contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in in this document. The award will be based upon criteria, standards and weighting identified in this RFP.

Individual contracts exceeding \$9,999 require Governor and Council approval.

Limitation on Price

The vendor should present a budget that is reasonable and contains sufficient detail and justification for the services to be provided. The state has limited funds. Hourly rates must be competitive.

All requested expenses must be included in proposal. This includes any reimbursement for travel. Travel to and from the NH DOE cannot be reimbursed.

Non-Exclusive Contract

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the services or deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total proposal.

If a contract is awarded, the vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award. Such permission, at a minimum, will be dependent upon approval of the contract by Governor and Executive Council of the State of New Hampshire. A contract award is contingent on approval by the Governor and Executive Council.

Contract Term

Time is of the essence in the performance of a vendor's obligations under the contract. The vendor shall be fully prepared to commence work after full execution of the contract by the parties, and the receipt of required governmental approvals, including, but not limited to, the NH Governor and Executive Council approval ("effective date").

The vendor's initial term will begin on the effective date and extend through June 30, 2020. The term may be extended ("extended term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for the extended term.

The vendor shall not commence work until the vendor is in receipt of the *Notice to Proceed* by the NH DOE.

Contract Negotiations and Vendor Notice

If a vendor is selected, the NH DOE will notify the selected vendor in writing of their selection and the State's desire to enter into contract discussions. Until the State completes discussions with the selected vendor, all submitted proposals remain eligible for selection by the State. In the event contract discussions cannot be completed with the selected vendor, the evaluation team may recommend another vendor.

In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the contract is actually awarded, in order to protect the integrity of the public procurement process. This means vendors shall not be notified until after the Governor and Executive Council have approved the resulting contract. No information can be provided to non-selected vendors until after contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future

applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

Subcontractors

The vendor shall identify all subcontractors to deliver required services subject to the terms and conditions of this RFP.

The vendor shall remain wholly responsible for performance of the entire contract regardless of whether a subcontractor is used. The State will consider the vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.

SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Executive Council approval and Notice to Proceed.

EVENT	DATE	TIME
RFP released to vendors (on or about)	April 1, 2019	9:00 AM
Vendor inquiry period begins (on or about)	April 3, 2019	12:00 PM
Vendor inquiry period ends (final inquires due)	April 11, 2019	4:00 PM
Final date for proposal submission	April 15, 2019	4:00 PM
Contract negotiations and development	April 20, 2019	N/A
Anticipated Governor and Executive Council approval	May, 2019	TBD

INSTRUCTIONS

To be considered for funding, an original and five identical copies of a formal proposal must be sent or delivered to Caitlin Davis, by the deadline specified in this RFP. The proposal must include an original signature of the person authorized by the submitting entity to submit the proposal. Incomplete applications may be returned without review. As an accommodation to our rural state, fax and email transmissions are acceptable; an original hard copy must be mailed simultaneously according to submission timelines.

Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Education, no later than April 15, 2019 at 4:00 pm. Proposals must be addressed to:

**State of New Hampshire
Department of Education
c/o Caitlin Davis
101 Pleasant Street
Concord, New Hampshire 03301**

Late submissions will not be accepted and will remain unopened. Delivery of the proposals shall be at the vendor's expense. The time of receipt shall be considered when a proposal has been officially documented by the NH DOE, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the vendor's responsibility.

Vendors are permitted to submit only one (1) proposal in response to this RFP.

The State reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received. The State also reserves the right to accept any portion of a proposal or all items bid if deemed in the best interest of the State to do so.

All proposals submitted in response to this RFP must consist of:

- One (1) original and five (5) clearly identified copies of the proposal including all required attachments,
- One electronic copy of the proposal including all required attachments.

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A vendor's disclosure or distribution of its proposal other than to the State will be grounds for disqualification.

Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Caitlin Davis

Email: Caitlin.Davis@doe.nh.gov

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. All inquiries should have "Accountability and Business Rule Application and Documentation for Assessment Systems RFP" in the subject line.

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the *Vendor Inquiry Period* (see *Schedule of Events*).

Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in *Schedule of Events*. However, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

Restriction of Contact with State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in *Section Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a proposal being rejected.

RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the proposal submission deadline, as it deems appropriate.

Non-Collusion

The vendor's signature on a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and without effort to preclude the State from obtaining the best possible competitive proposal.

Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of proposals in the *Schedule of Events*, or until the effective date of any resulting contract.

Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the vendor. Upon contract award, the State reserves the right to use any information presented in any proposal.

Confidentiality of a Proposal

A proposal must remain confidential until the effective date of any resulting contract as a result of this RFP. A vendor's disclosure or distribution of proposals other than to the State will be grounds for disqualification.

Public Disclosure

Subject to applicable law or regulations, the content of each vendor's proposal shall become public information upon the effective date of any resulting contract.

Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website *Transparent NH* (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire proposal or entire sections of the proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, vendor pricing will be subject to disclosure upon approval of the contract by the NH Governor and Executive Council.

Generally, each proposal shall become public information upon the approval of the NH Governor and Executive Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know law). The State will endeavor to maintain the confidentiality of portions of the proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a proposal that the vendor has properly and clearly marked confidential, the State will notify the vendor of the request and of the date and the State plans to release the records. A designation by the vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a proposal, vendors agree that unless the vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested

information on the date specified in the State's notice without any liability to the vendors.

Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a contract. The State reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new proposals under a new acquisition process; or cancel this entire RFP or individual components at any time, without penalty.

Proposal Preparation Cost

By submitting a proposal, a vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the proposal, or for work performed prior to the effective date of a resulting contract.

Oral Presentations/Interviews and Discussion

The State reserves the right to require vendors to make oral presentations of their proposals and/or to be available for review committee interviews. All costs associated with oral presentations/interviews shall be borne entirely by the vendor.

Required Contract Terms and Conditions

By submitting a proposal, the vendor agrees that the State of New Hampshire terms and conditions for procurement and contracts form the basis of any contract resulting from this RFP. In the event of any conflict between the State's terms and conditions and any portion of the vendor's proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the vendor's proposal.

Terms and Conditions

Unless otherwise deleted or modified by mutual agreement between the State of New Hampshire and the Contractor, all terms and conditions contained on page 2 of Form P-37 (Attachment A) shall be incorporated into the contract.

In creating or adapting documents and communications for the project, the Contractor must utilize at least Microsoft Office 97 for Windows or its Macintosh equivalent, as needed for problem-free transfer, copying, and editing of files between contractor, the NH Department of Education, and other project partners. Prior to the contract closing date, the contractor will provide all necessary computer files to the Department.

Any and all documents produced as a part of this contract become the property of the New Hampshire Department of Education.

The State shall not be responsible for or pay any costs incurred by the vendor in the preparation of the proposal submitted in response to this RFP.

The Department reserves the right to seek clarification of any information contained in a proposal submitted in response to this RFP.

The Department reserves the right to reject any and all proposals submitted in response to this RFP. In addition, the distribution of this RFP shall not commit the State to issue a contract.

If the Department chooses to award a contract in response to this RFP, the successful vendor shall be notified by letter. The Department shall then develop a contract for Governor and Council approval. The contract shall incorporate, by reference, all provisions of this RFP and the successful vendor's proposal. In preparing a contract with the successful vendor, the Department reserves the right to clarify any terms and conditions contained in the proposal.

The Department may determine if it is in the best interest of the State to seek a "BEST AND FINAL OFFER" from vendors submitting acceptable and/or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide a vendor the opportunity to amend or change their original proposal to make it more acceptable to the State. The Department reserves the right whether or not to exercise this option.

Any expectations of support by the Department must be clearly defined by the Contractor.

Public announcements or news releases pertaining to the award of a contract shall not be made without the written permission of the Department of Education.

The State shall not be responsible for any work performed by the successful vendor prior to the effective date of a contract approved by Governor and Council.

All obligations of the State, including the continuance of payments under an approved contract shall be contingent upon the availability and continued appropriation of state, federal or other funds and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contractor notice of such termination or amendment.

When delivering services under an approved contract, the Contractor shall work under the broad supervision of the Department Contracting Officer for this project.

The Department expects to award a contract to one or more successful vendors.

Tentative Work Schedule

The contracting officer at the Department of Education will work with the successful vendors to prepare a contract for submission to the Governor and Council.

Further Information

See contact information above.

Vendor Service Evaluation

The work of the vendor(s) will be evaluated to ensure the services are effectively completed. The vendor(s) should keep a log of the work performed under the contract and report to the department on a weekly basis. The log should include the schools/districts supported as well as the type of support provided. The vendor should summarize this log and provide projections of additional training needs based upon their contact with schools and districts.

Confidentiality Obligations

All written and oral information and materials disclosed or provided by the Department of Education to Vendor under this Agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date of this Agreement or how it was provided to Vendor.

Vendor 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 Department of Education and its educational partners, must remain the exclusive property of the Department of Education.

Confidential Information means all data and information relating to the business and operation of the Department of Education, 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 by the Department, financial information, partner information (including the identity of Department's partners), Vendor and supplier information (including the identity of Department's Vendors and suppliers), and any information that has been marked "confidential", "proprietary", or with a like designation. During the course of Vendor performance of Services, Vendor agrees to abide by such rules as may be adopted from time to time by Department to maintain the security and confidentiality of the Confidential Information. Vendor further agrees that, both during the course of Vendor performance of Services and thereafter. Vendor will

always regard and preserve as confidential all Confidential Information, and except as may be required to perform the Services in this Agreement, Vendor will not use, copy, or make notes or excerpts of any Confidential Information, nor will Vendor give, disclose, provide access to, or otherwise make available any Confidential Information to any person not employed or contracted by the Department of Education or Vendor.

Ownership of Intellectual Property: The Department of Education shall retain ownership of all source data and other intellectual property of the Department of Education provided to the Vendor in order to complete the services in this Agreement. The Department of Education will also retain ownership of the final outputs and recommendations of the Vendor work on behalf of the Department of Education under this Agreement. However, Vendor shall retain exclusive ownership of all of its intellectual property, including but not limited to, the strategies, techniques, processes, computer code, and tools that Vendor utilizes to perform its work and generate its outputs for the Department of Education whether said intellectual property was previously developed by Vendor or is developed by Vendor in the course of performing its work for the Department of Education. The vendor agrees not to utilize or disseminate in any way the Department of Education intellectual property as defined above.

COVER SHEET

Accountability and Business Rule Application and Documentation
for Assessment Systems RFP

(COMPLETE ALL THAT APPLIES)

APPLICANT:

PROJECT TITLE:

PROJECT DIRECTOR:

NAME:

TITLE:

ADDRESS:

TELEPHONE:

FAX:

E-MAIL:

AMOUNT OF FUNDS REQUESTED: \$

Certification by Authorized or Institutional Official:

The applicant certifies that to the best of his/her knowledge the information in this application is correct, that the filing of this application has been authorized by the body, group, or institution being represented and that the applicant will comply with the attached statement of assurances.

Typed or Printed Name of Person Submitting

Title

Signature of Person Submitting

Date

APPENDIX A: CERTIFICATES

A. Certificate of Good Standing

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Good Standing dated after April 1, 2019, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application may be filed at http://sos.nh.gov/corp_div.aspx (See NH QuickStart).

If your company is registered, a certification thereof may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a contract.

B. Vendor Code

In order to do business with the State of New Hampshire, Department of Education, the Vendor will need a vendor code. You can apply for a code at this link:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(lmq2fn451evlfl45mxtjir55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(lmq2fn451evlfl45mxtjir55))/welcome.aspx)

You will receive an e-mail containing the vendor code.

C. Certificate of Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire.

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the contract. The date the Board officer signs must be on the date the contract is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

Checklist:

SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

- (1) a **majority voted** at a meeting, or
- (2) the body provided **unanimous consent in writing**, or
- (3) the organization's **policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

Certificate must show that the person signing the contract **had authority when they signed the Agreement or Amendment**, either:

- (1) Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
- (2) Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
- (3) Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the agreement or amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).