

STATE OF NEW HAMPSHIRE
Department of Education
NH Statewide Assessments: ELA, Mathematics, Science
RFP 2017-073 DOE New Hampshire Statewide Assessments

New Hampshire Department of Information Technology
RFP Cover Sheet

Name of Agency/Division: Department of Education

Contract Number/Name: RFP 2017-073 DOE New Hampshire Statewide Assessments

RFP Purpose: To contract with a qualified vendor for a statewide, computer-based assessment system based upon New Hampshire's academic standards in English language arts (ELA) and mathematics for grades 3-8, and science for grades 5, 8 & 11. The current contracts are expiring June 30th, 2017 and the State is Federally required to have an executed contract and fully tested ready for implementation State Assessment for the 2017-2018 academic school year.

DOIT or Agency Funding

Background Information:

- A. Through this request for proposals (RFP), the New Hampshire Department of Education (NH DOE) is seeking proposals from vendors experienced in statewide student assessments and assessment systems with the capacity to deliver machine-scored online summative and interim assessments. Such assessment system should include:
- Reporting capabilities to allow easy and timely access to results at various reporting levels from statewide down to the individual student/parent;
 - ELA (to also include a machine-scored/artificial intelligence (AI) scored writing component) and mathematics to be administered annually in grades 3-8, and science to be administered annually in grades 5, 8, and 11;
 - Interim assessment results that may be aggregated and used in lieu of summative assessments, if permitted under ESSA; and
 - A paper-based assessment option for special circumstances.
- B. The content of the ELA, mathematics and science assessments must align with:
- Appropriate representations of the New Hampshire's grade level academic standards for ELA, mathematics and science. (NH RSA193-C:3 III); and
 - Nationally and/or internationally recognized academic standard(s) with demonstrable longitudinal data supporting both student growth and student achievement models leading to college and career readiness.
- C. The assessments must meet high standards of technical quality, the requirements set forth in New Hampshire state law (RSA 193:C) and the Every Student Succeeds Act (ESSA) and corresponding United States Department of Education (US ED) regulations. Further, the assessments must meet the requirements of the US ED Peer Review Guidelines.

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Special Concerns:

This RFP contains five (5) components:

Vendors may bid on all five (5) components (components A, B, C, D, E), on any combination of assessment components (A, B, C, D), or any individual assessment component (A, B, C, D). For each component selected by the vendor, the proposal must address component E, and must address each component selected completely. The NH DOE will not accept bids for pieces of individual components.

COMPONENT A: SUMMATIVE ASSESSMENTS IN ELA AND MATHEMATICS. The ELA (to include machine-scored writing component) and mathematics assessments will be administered annually in grades 3-8.

COMPONENT B: SUMMATIVE ASSESSMENT IN SCIENCE. Science assessments will be administered annually in grades 5, 8, and 11.

COMPONENT C: INTERIM ASSESSMENTS IN ELA AND MATHEMATICS. These online assessments are to be made available for local district use *at least* in the same grades included in the summative assessments described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.

COMPONENT D: INTERIM ASSESSMENTS IN SCIENCE. These online assessments are to be made available for local district use *at least* in the same grades included in the summative assessment described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.

COMPONENT E: REPORTING PORTAL. The reporting portal must be capable of being upgraded across time. Initially, the system must be able to organize and present assessment data in a way that is easy for all users to read and understand. The Reporting Portal should allow for differentiated access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. Assessment results must be able to be provided to parents, among others, in a timely fashion, either online or by printed report.

Machine Scored Online Assessment

The assessments will be administered and scored online where applicable and fiscally practicable.

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Standards Revision and Alignment

The NH academic standards for ELA, mathematics and science are entering a revision cycle. It is therefore imperative that vendors acknowledge and include in proposals a plan for assessment revision aligned to updated standards in 2018-2019.

Comparability and Validity Studies

The NH DOE is interested in comparability, validity and research-based alignment studies completed by the vendor and/or independently for proposed RFP solutions. This should include demonstrable longitudinal support models for student growth and achievement.

Selection

The NH DOE will only select a vendor/vendors that has/have assured the state in its proposal that it will follow the *Standards for Educational and Psychological Testing* by the American Educational Research Association, the American Psychological Association and the National Council on Measurement in Education. The NH DOE will select the vendor(s) that provide(s) the most technically sound and cost effective proposal. Assuming comparable technical quality and cost savings, preference will be given to vendor(s) who are fully capable of delivering the summative and interim assessments in combination.

Partnership

The 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.

Submitted By: Sandie MacDonald	Current Date: March 28, 2017
Phone: 603.271.3453	Email: Saundra.MacDonald@doe.nh.gov

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Department of Education

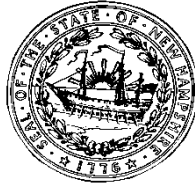
NH Statewide Assessments: English Language Arts,
Mathematics, Science

RFP

RFP ISSUED.....	March 29, 2017
VENDOR CONFERENCE.....	April 6, 2017 at 1:00 PM Department of Education Room 15
STATE POINT of CONTACT.....	Sandie MacDonald, Administrator Saundra.MacDonald@doe.nh.gov 603.271.3453
CONTRACT TYPE.....	Not to Exceed \$3M
PROPOSALS DUE.....	April 26, 2017

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



March 28, 2017

REQUEST FOR PROPOSAL (RFP)

RFP 2017-073 DOE New Hampshire Statewide Assessments

Proposals Deadline: 4:00 PM, Wednesday, April 26, 2017

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

Sandie MacDonald, Administrator
Bureau of Instructional Support and Student Assessment
e-mail: sandra.macdonald@doe.nh.gov

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1. INTRODUCTION

The State of New Hampshire (State), acting through the Department of Education (NH DOE), is releasing this Request for Proposal (RFP) for NH DOE to contract with a vendor to procure an assessment, assessment system and associated support services for a computer-based summative (with paper-based option) and interim assessment system that is substantially aligned with New Hampshire academic standards in English Language Arts (ELA) and mathematics in grades 3-8 and science in grades 5, 8 and 11.

Project Overview

Through this request for proposals (RFP), the New Hampshire Department of Education (NH DOE) is seeking proposals from vendors experienced in statewide student assessments and assessment systems with the capacity to deliver machine-scored online summative, formative and interim assessments. Such assessment system should include:

- Reporting capabilities to allow easy and timely access to results at various reporting levels from statewide down to the individual student/parent;
- ELA (to also include a machine-scored writing component) and mathematics to be administered annually in grades 3-8, and in science to be administered annually in grades 5, 8, and 11;
- Interim assessment results may be aggregated and used in lieu of summative assessments, if permitted under ESSA; and
- A paper-based assessment option for special circumstances.

The assessment and assessment system must be developmentally appropriate for students and follow the *Standards for Educational and Psychological Testing* by the American Educational Research Association, the American Psychological Association and the National Council on Measurement in Education. The system must also align to the requirements set forth in New Hampshire state law (RSA 193:C) and the Every Student Succeeds Act (ESSA) and corresponding United States Department of Education (US ED) regulations. Further, the assessments must meet the requirements of the US ED Peer Review Guidelines.

Contract Overview

It is expected that the contract period for the assessments described in this RFP will begin no later than July 2017, or upon NH Governor and Executive Council approval, and the contract period will continue through June 2021.

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

1.1 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

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Section 5 below. The award will be based upon criteria, standards and weighting identified in this RFP.

1.1.1 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.

1.2 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 by July 1, 2017 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, 2021. The term may be extended up to 3 years ("extended term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for the extended term, up to but not beyond June 30, 2024.

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

1.2.1 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

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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.

1.3 Subcontractors

The vendor shall identify all subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Appendix H Section H-25: *General Contract Requirements* herein and Appendix H: *State of New Hampshire 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.

2. 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)	March 29, 2017	9:00 AM
Vendor inquiry period begins (on or about)	March 29, 2017	12:00 PM
Notification to the State of the number of representatives attending the Vendor Conference	April 3, 2017	4:00 PM
(Optional) Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	April 6, 2017	1:00 PM
Vendor inquiry period ends (final inquiries due)	April 12, 2017	4:00 PM
Final State responses to vendor inquiries	April 17, 2017	4:00 PM
Final date for proposal submission	April 26, 2017	4:00 PM
Vendor presentations/discussion sessions/interviews, if necessary	On or about May 8, 2017 through May 12, 2017	TBD
Contract negotiations and development	May–June 2017	N/A
Anticipated Governor and Executive Council approval	July 2017	TBD
Anticipated Notice to Proceed	July 2017	TBD

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3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software

Each proposal must present software that can fully support the required functionality listed in Appendix C: *System Requirements and Deliverables*.

3.2 Requirements

3.2.1 Appendix B: *Minimum Standards for Proposal Consideration*, compliance with system requirements, use of any proposed commercial off-the-shelf (COTS) software, vendor implementation experience, and proposed project team.

3.2.2 Appendix C: *System Requirements and Deliverables*

3.2.3 Appendix D: *Topics for Mandatory Narrative Responses* for software, technical services and project management topics.

3.2.4 Appendix E: *Standards for Describing Vendor Qualifications* including vendor corporate qualifications, team organization and key staff, program manager, and other key staff candidates' qualifications.

3.3 Deliverables

The State classifies deliverables into three (3) categories: *Written Deliverables*, *Software Deliverables*, and *Non-Software Deliverables*. Pricing and scheduling information requirements for these deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required deliverables as well as a list of requirements for these deliverables is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the vendors' understanding of the implementation process, the manner of service delivery and experience with similar projects related to the software, technical services, and project management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Education, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

STATE OF NEW HAMPSHIRE
Department of Education
NH Statewide Assessments: ELA, Mathematics, Science
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State of New Hampshire
Department of Education
c/o Sandie MacDonald
101 Pleasant Street
Concord, New Hampshire 03301

Cartons containing proposals must be clearly marked as follows:

**RESPONSE TO PROPOSAL: NH DOE Statewide Assessments in English Language
Arts, Mathematics and Science**

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:

- a. One (1) original and five (5) clearly identified copies of the proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the vendor and shall be marked "ORIGINAL."
- c. One (1) electronic copy on a USB Flash Drive in MS WORD format.

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.

4.2 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:

STATE OF NEW HAMPSHIRE
Department of Education
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Sandie MacDonald
Email: sandra.macdonald@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 "NH DOE Statewide Assessments: ELA, Mathematics, Science" 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 Section 2: *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 Section 2: *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.

4.2.1 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 4.2: *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.

4.3 Vendor Conference

An **optional** Vendor Conference will be held at the following location on the date and at the time identified in Section 2: *Schedule of Events*:

Department of Education
Room 15
101 Pleasant Street
Concord, New Hampshire 03301

All vendors who intend to submit proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted. Phone numbers will be emailed to registrants upon request. Vendors are requested to

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RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference. Vendors are allowed to send a maximum number of 4 representatives.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to vendor inquiries and any requested changes to terms and conditions raised during the vendor inquiry period will be posted to the website by the date specified as the final State responses to vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

4.4 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.

4.5 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.

4.6 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.

4.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of proposals in Section 2: *Schedule of Events*, or until the effective date of any resulting contract.

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4.8 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.

4.9 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.

4.10 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

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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.

4.11 Security

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

The State will evaluate the degree to which the proposed system is designed and architected to ensure the confidentiality and integrity of its valued asset, data.

4.12 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.

4.13 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.

4.14 Oral Presentations/Interviews and Discussion

The State reserves the right to require vendors to make oral presentations of their proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the vendor. Vendors may be requested to provide demonstrations of their proposed systems as part of their presentations.

4.15 Required Contract Terms and Conditions

By submitting a proposal, the vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein, shall 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.

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4.16 Proposal Format

Proposals should follow the following format:

- The proposal should be provided in a three-ring binder.
- The proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the proposal should include a page number and the number of total pages and identification of the vendor in the page footer.
- Tabs should separate each section of the proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

4.17 Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of Key Vendor Staff
- **Section VII:** Pricing Model
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - *required in original proposal only*
- **Section IX:** Appendix

4.18 Proposal Content

4.18.1 Cover Page

The first page of the vendor's proposal should be a cover page containing the following text:

STATE OF NEW HAMPSHIRE
Department of Education
**RESPONSE TO PROPOSAL: RFP 2017-073 DOE New Hampshire Statewide
Assessments**

The cover page should also include the vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

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4.18.2 Transmittal Form Letter

The vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a proposal being rejected.

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____
Address _____

To: NH Department of Education
State Point of Contact: Sandie MacDonald
Telephone: (603) 271-3453
Email: saundra.macdonald@doe.nh.gov

RE: Proposal Invitation Name: **RFP 2017-073 DOE New Hampshire Statewide Assessments**
Proposal Due Date and Time: Wednesday, April 26, 2017 at 4:00 PM

Dear Project Manager:

Company Name: _____ hereby offers to sell to the State of New Hampshire the services indicated in **RFP 2017-073 DOE New Hampshire Statewide Assessments** at the price(s) quoted in vendor Response Section VII: *Pricing Model*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

[Company Signor:] _____ is authorized to legally obligate [Company Name:] _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The proposal is effective for a period of 180 days or until the effective date of any resulting contract.

The prices quoted in the proposal were established without collusion with other eligible vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The vendor has read and included a copy of RFP 2017-073 DOE New Hampshire Statewide Assessments and any subsequent signed Addendum (a).

Our official point of contact is _____
Title _____
Telephone _____ Email _____
Authorized Signature Printed _____

Authorized Signature _____

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4.18.3 Table of Contents

The vendor must provide a table of contents with corresponding page numbers relating to its proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.18.4 Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this RFP. The executive summary will also provide an overview of the vendor's proposed solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their proposal.

4.18.5 Section II: Glossary of Terms and Abbreviations

The vendor must provide a glossary of all terms, acronyms and abbreviations used in its proposal.

4.18.6 Section III: Responses to System Requirements and Deliverables

System requirements are provided in Appendix C: *System Requirements and Deliverables*.

Using the response tables in Appendix C, the vendor must document the ability to meet the requirements and deliverables of this RFP.

4.18.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Software, Technical Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different deliverables and aspects of the scoring process of the proposal. Discussion of each topic must begin on a new page.

4.18.8 Section V: Corporate Qualifications

Section V should provide corporate qualifications of all firms proposed to participate in the project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

4.18.9 Section VI: Qualifications of Key Vendor Staff

This proposal section must be used to provide required information on key vendor staff. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of key vendor staff*; E-3:

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Candidates for Project Manager; and E-4: Candidates for Key Vendor Staff Roles, of Appendix E: Standards for Describing Vendor Qualifications.

4.18.10 Section VII: Pricing Model

The *Pricing Model* must describe the proposed cost of the vendor proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: *Pricing Worksheets*

NOTE: SECTION VII PRICING MODEL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED RESPONSIVE AND SHALL NOT BE ACCEPTED.

4.18.11 Section VIII: Copy of the RFP and any signed Addendum (a) - required in original proposal only.

4.18.12 Section IX: Appendix- This section provided for extra materials as referenced in Appendix D such as product literature, ad hoc/Federal reporting, interface standards, testing (for UAT plan) and status meetings and reports.

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

Each proposal will be evaluated and considered with regard to the solution and services proposed, qualifications of the vendor and any subcontractors, experience and qualifications of proposed candidates, cost and the total quality of the proposed solution.

If the State, determines to make an award, the State will issue an Intent to Award Notice to a vendor based on these evaluations. Should the State be unable to reach agreement with the selected vendor during contract discussions, the State may then undertake contract discussions with the second preferred vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all proposals are rejected.

The State will use a scoring scale of **100** points, which shall be applied to the solution as a whole. Points will be distributed among the following factors:

- 28 points – Proposed Solution
- 21 points – Corporate Overview and Project Management
- 21 points – Project Execution and Ongoing Operations
- 24 points – Pricing Model
- 6 points – Overall Quality of Proposal
- 100 points – Total Possible Score**

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- Consider any source of information, including but not limited to: State employees, internet research and rating agencies, in evaluating proposals;
- Omit any planned evaluation step if, in the State's view, the step is not needed;
- At its sole discretion, reject any and all proposals at any time; and
- Open contract discussions with the second highest scoring vendor, if the State is unable to reach an agreement on contract terms with the highest scoring vendor.

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the proposals;
- Oral interviews and product demonstrations; and
- Final evaluation of proposals.

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5.3.1 Initial Screening

The State will conduct an initial screening step to verify vendor compliance with submission requirements and to confirm that the proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 Preliminary Scoring of Proposals

The State will establish an evaluation team to initially score proposals.

5.3.3 Oral Interviews and Product Demonstrations

Preliminary scores from the initial evaluation of the proposals will be used to select vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interviews and product demonstrations.

For each invited vendor, the oral interview and product demonstrations will be **1 hour** in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the proposals.

5.3.4 Best and Final Offer

The State **will not** be requesting a *Best and Final Offer*. The State plans to negotiate pricing with the highest scoring vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring vendor.

The State reserves the right to award this RFP in part, to multiple vendors, if so determined by the State to be in the best interest of the State.

5.3.5 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing vendor proposals and information gathering. Reference and background checks will be made for finalist or finalists, as appropriate. After making a preliminary determination of award, the State reserves the right to conduct site visits to a vendor location and/or government site(s) that utilizes the vendor software.

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5.4 Scoring Detail

The State will select a vendor based upon the criteria and standards contained in this RFP.

5.4.1 Scoring of the Proposed Solution

The vendor's proposed solution will be allocated a maximum score of twenty-eight (28) points. The main purpose of this section is to measure how well the solution meets the needs outlined in Appendix C, C-1 *Scope of Work* and Appendix D, D-1 *Proposed Solution*. The contribution of scoring team members representing all stakeholders will be critical in this section. Factors include but are not limited to:

Proposal

- Responds clearly, concisely and completely to all RFP priorities and requirements.
- Demonstrates understanding of the states' needs and the challenges that need to be met in order to achieve it.
- Proposes methods, procedures and strategies that are sound, innovative, and represent current research and best practice in assessment design and delivery.

Assessment

- Includes summative and interim assessments.
- Includes ELA (to also include a machine-scored/artificial intelligence (AI) writing component) and mathematics to be administered annually in grades 3-8, and science to be administered annually in grades 5, 8, and 11.
- Be substantially aligned and include appropriate representations of the New Hampshire's grade level academic standards for ELA, mathematics and science.
- Align with nationally and/or internationally recognized academic standard(s) with demonstrable longitudinal data supporting both student growth and student achievement models.
- Accommodate changes in academic standards.

Software

- Adapts to the NH DOE and school district systems.
- Supports NH DOE technical strategies and priorities.
- Accommodates changes in academic standards.
- Scalable for potential growth and or changing needs.
- User friendly and intuitive.

System Compatibility

- Employs technologies similar to other state systems.
- Ease of system modification, integration and data storage.

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Protection of Data

- Project activities adhere to the highest standards of integrity particularly as they related to student information.

Compatibility with State IT Expertise and Training Approach

- Project details vendor capacity to host a cloud-based assessment delivery system, provide technical support to users and ensure the use of quality protocols.

Reporting System

- Project details vendor capacity to score student assessments with a high degree of accuracy, integrity and efficiency.
- Project activities detail vendor capacity to analyze and report student results to meet a variety of purposes and satisfy the needs of key constituent groups, including educators, policy makers and parents.

Criteria for these scores will be found in but are not limited to:

Proposal Section III: Responses to Requirements and Deliverables -
Attachment C-2: Requirements, particularly business requirements

Proposal Section IV: Narrative Responses

Vendor Presentation and Demonstration

5.4.2 Scoring of Corporate Overview and Project Management

Corporate Overview and Project Management will be allocated a maximum score of twenty-one (21) points.

In this section the State will score the technical merits of how the vendor proposes to carry out the implementation and maintain the solution. The implementation of the solution will require the vendor to customize or configure the application to meet the requirements of the State, monitor and ensure its operation throughout the warranty period and, if maintenance is to be provided, to be a partner in the solution's operation throughout its useful life. Technical details of the system, administrative procedures, how the vendor manages its team, the project and the technical environment will be critical. Factors include but are not limited to:

Corporate Qualifications

- Longevity and financial stability of business and key businesses partners, if part of this proposal.

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- Standing in and evaluation of market position of proposed assessment solution(s).
- Demonstrated competence in working with the proposed product or technology, including examples of product updates (e.g., updates for standard changes) and technology over time as market needs have evolved.
- Depth of required technical skill within the company.
- Successful completion of previous similar projects.

Project Management Competence

- Expertise and experience in priority areas.
- Staff qualification and experience.
- Size and composition of the vendor team.

Proposed Work Plan

Criteria for these scores will be found in but are not limited to:

Proposal Section III: Responses to Requirements and Deliverables and Technical Requirements

Proposal Section IV: Narrative Responses

Proposal Section V: Corporate Qualifications

Vendor Presentations

5.4.3 Scoring of Project Execution and Ongoing Operations

Vendor proposed plan for project executive and ongoing operations will be allocated a maximum score of twenty-one (21) points. It must be established that the vendor company is capable of carrying out the project through implementation, the warranty period and the maintenance period and any contract extensions. This project has a tight implementation schedule and vendors should specifically address risks and remediation strategies to address the compressed time schedule. Factors include but are not limited to:

Project Execution

- Implementation approach
- Communication strategies
- Discovery and resolution of problems
- System support structure

Ongoing Operations

- Post warranty operation and support

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- Customer solutions and support center proposal
- Technical reporting and advisory

Criteria for these scores will be found in but are not limited to:

Proposal Section III: Responses to Requirements and Deliverables and Technical Requirements

Proposal Section IV: Narrative Responses

Proposal Section V: Corporate Qualifications

Vendor Presentations

Proposed Work Plan

References

5.4.4 Scoring of Pricing Model

Vendor proposed software solution cost will be allocated a maximum score of twenty-four (24) points. The State will consider both implementation costs and subsequent year license and maintenance costs, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*, F-5: *Software Licensing, Maintenance, and Support Pricing Worksheet* and, if appropriate, F-6: *Web Site Hosting, Maintenance, and Support Pricing Worksheet*. The cost information required in a proposal is intended to provide a sound basis for comparing costs. Factors include but are not limited to:

Price Proposal

- Cost effective budget.
- Sound fiscal management practices that meet or exceed industry standards.

Criteria for these scores will be found in but are not limited to:

Proposal Section III: Responses to Requirements and Deliverables and Technical Requirements

Proposal Section IV: Narrative Responses

Section VII: Pricing Model

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Proposed Work Plan

5.4.5 Scoring the Overall Quality of the Proposal

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. A maximum score of six (6) points will be allotted to the overall quality of the proposal.

Criteria for these scores will be found in but are not limited to:

Section I: Executive Summary

Section III: Responses to Requirements and Deliverables

Section IV: Narrative Responses

Section V: Corporate Qualifications

Section VI: Qualifications of Key Vendor Staff

Section VII: Pricing Model

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APPENDIX A: BACKGROUND INFORMATION

A-1 New Hampshire Department of Education (NH DOE) Guidance Regulations for Statewide Assessment

The NH DOE is responsible for the administration of a statewide assessment program in the areas of English language arts (ELA), mathematics and science.

A-1.1 Purpose

The purpose of the *Statewide Education Improvement and Assessment Program* is to establish what New Hampshire students should know and be able to do and to develop and implement effective methods for assessing that learning and its application so that local decisions about curriculum development and delivery can be made (NH RSA193-C:1 VI). In addition, the results of the statewide assessment program must be reported to students, parents, teachers, administrators, school board members and to all other citizens of New Hampshire in order that informed decisions can be made concerning curriculum, in-service education, instructional improvement, teacher training, resource allocation and staffing. (NH RSA193-C:1 IV).

A-1.2 Assessment Tasks

Since the program is not a minimum competency testing program, assessment instruments should be designed to reflect the range of learning exhibited by students. The assessment portion of the program shall consist of a variety of assessment tasks which can be objectively scored. The assessment instruments shall include, but not be limited to:

- a) Constructed response items which require students to produce answers to questions rather than to select from an array of possible answers;
- b) A writing sample; and
- c) Other open-ended performance tasks (NH RSA193-C:3 II).

A-1.3 Assessment Criteria

The following criteria shall be used in the development of the *Statewide Education Improvement and Assessment Program*:

- a) Academic standards specifying what students should know and be able to do shall be clearly defined before assessment procedures and exercises are developed.
- b) The assessment exercises or tasks shall be valid and appropriate representations of the academic standards the students are expected to achieve.
- c) At each grade level assessed, the standards and expectations shall be the same for every New Hampshire student.
- d) Teachers shall be involved in designing and using the assessment system.
- e) Assessment frameworks and reports shall be understandable and widely disseminated to parents, teachers, administrators, other school personnel,

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school board members, teacher preparation programs, business people, government officials and community members.

- f) The assessment system shall be subject to continuous review and improvement (NH193-C:3 III).

A-1.4 Assessment Data Use

The assessment system shall generate data which may be used:

- At the student level, by students, parents, and teachers, to determine what the student knows and is able to do in relationship to academic standards.
- Such assessment performance data should be comparable to demonstrable longitudinal data supporting both student growth and student achievement models leading to college and career readiness.
- At the classroom and school building levels, to monitor student progress and provide educators with tools to enhance learning.
- At the district level, to measure school and district-wide progress toward meeting goals and outcomes, to revise curriculum, to design in-service education programs, and to improve instruction.
- At the state level, to measure what students know and are able to do in relation to the attainment of goals and outcomes from the assessment frameworks, and to report the results to the citizens of New Hampshire.
- At the state level, to target services to schools, improve existing programs, develop new initiatives, and revise standards for school improvement, teacher certification, etc.
- At the college level, to integrate into teacher preparation programs instruction in state-established standards, techniques for enhancing student learning in these areas, and the use of assessment results to improve instruction.
- At all levels, to correlate, to the extent possible, with national goals and international standards.
- At all levels, to provide a basis for accountability (NH193-C:3 IV).

A-1.5 Goals and Objectives for NH Statewide Assessments Design: ELA, Mathematics, Science

The primary goals of the NH DOE with respect to assessment delivery include ensuring that all assessments measure student mastery of academic standards and achievement of expected growth; all assessments yield informative and accessible data; vendors provide a smooth transition to any new assessment system; and that this is done in a responsible cost-effective manner through:

- Efficiency and effectiveness relative to time and costs;
- Quality, consistency, and accessibility of information available to state managers, school and district leaders, and student families;
- Reporting features that support local teachers and parents; and
- Accessibility to all students.

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A-1.6 Academic Standards

All assessments must include appropriate representations of the New Hampshire's grade level academic standards for ELA, mathematics and science (NH RSA 193-C:3, III) and align with nationally and/or internationally recognized academic standard(s) with demonstrable longitudinal data supporting both student growth and student achievement models leading to college and career readiness.

While individual school districts may adopt local standards, academic standards adopted by the New Hampshire State Board of Education provide a consistent, clear understanding of what students are expected to know and be able to do by the end of each grade level. The standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that students need for success in college and careers and to compete in the global economy. The standards provide a roadmap so that parents, teachers, and students have a clear understanding of the expectations in reading, writing, language, mathematics and science in school. The standards emphasize content knowledge, critical thinking and problem-solving skills.

ELA Standards:

https://www.education.nh.gov/instruction/curriculum/english_lang/index.htm

Math Standards:

<https://www.education.nh.gov/instruction/curriculum/math/index.htm>

Science Standards:

<https://www.education.nh.gov/instruction/curriculum/science/index.htm>

Standards Revision

The NH academic standards for ELA, mathematics, and science are entering the revision cycle. It is therefore imperative that the vendor acknowledge and include in proposals a plan for assessment revision aligned to updated standards in 2018-2019.

A-1.7 Test Type

It is not feasible to cover the full breadth and depth of academic standards for a given grade level with a single external (large-scale) assessment.

NH will therefore need to rely on a combination of two types of assessment strategies:

- **Summative assessments** that are implemented by the state and administered at a time determined by the NH DOE
- **Interim assessments** that are administered at a time determined by the district/school that fits the instructional sequence in the classroom.

To adequately cover all dimensions of the standards, assessment tasks will need to contain multiple components (e.g., a set of interrelated questions). These

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assessments may include mixed item formats and may use matrix sampling to report scores for groups. Specific components may focus on individual practices, core ideas, or crosscutting concepts, but together, the components need to support inferences about student learning.

Assessment of student mastery of academic standards can be accomplished through a range of assessments that are designed to answer different kinds of questions – with appropriate degrees of specificity – and provide results that complement one another.

A system of assessments need to measure mastery and growth and include three components:

- Assessments designed to support classroom instruction (formative);
- Assessments designed to gauge learning (interim); and
- Assessments to measure student mastery of grade level academic standards and growth (summative).

A-1.8 NH Assessment System RFP Components

- **COMPONENT A: SUMMATIVE ASSESSMENTS IN ELA AND MATHEMATICS.** The ELA (to include machine-scored writing component) and mathematics assessments will be administered annually in grades 3-8.
- **COMPONENT B: SUMMATIVE ASSESSMENT IN SCIENCE.** Science assessments will be administered annually in grades 5, 8, and 11.
- **COMPONENT C: INTERIM ASSESSMENTS IN ELA AND MATHEMATICS.** These online assessments are to be made available for local district use *at least* in the same grades included in the summative assessments described above. The purpose of the formative and interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.
- **COMPONENT D: INTERIM ASSESSMENTS IN SCIENCE.** These online assessments are to be made available for local district use *at least* in the same grades included in the summative assessment described above. The purpose of the formative and interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.
- **COMPONENT E: REPORTING PORTAL.** The reporting portal must be capable of being upgraded across time. Initially, the system must be able to organize and

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present assessment data in a way that is easy for all users to read and understand. The Reporting Portal should allow for differentiated access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. Assessment results must be able to be provided to parents, among others, in a timely fashion, either on line or by printed report.

- **The vendor must address completely each Assessment Component bid on.**
- **Each vendor must address Reporting Component E.**

A-1.8 Test Design Overview

All services related to test design, item development and review, item banking, test production, online administration, data files and score reports for the assessment components are the responsibility of the vendor selected under this RFP. It is the NH DOE's intention to have an assessment in Year 1 that has quality items in which the vendor can provide verification that proper alignment to academic standards is evident. The assessments used in Year 1 must allow for field testing and result in reliable and valid scores that will be reported for accountability purposes. The NH DOE expects field test items and appear alongside operational items in Year 1. All years subsequent to Year 1 must be adjusted to accommodate for any changes in academic standards. Vendors must propose a plan for customized assessments, based on updated academic standards for all components beyond Year 1.

New Hampshire currently uses the Smarter Balanced assessment. To ensure the state can continue to provide educators, families and students with longitudinal data, for school accountability and individual student growth purposes, vendors should provide assurances that they will be able to include an evidence based concordance table between proposed Assessment Component A and the *Smarter Balanced* Summative Assessment for Grades 3-8.

It is imperative that each proposed Assessment Component be ready for use in the 2017-2018 school year. While we are looking for an off-the-shelf solution, vendor-developed solutions will be considered acceptable if they align to academic standards, can be updated to revised academic standards and will be ready for implementation in the 2018-2019 school year, and meet all requirements as specified in the RFP.

Assessment design/development procedures should include review and revision of proposed assessment and item specifications, review of test blueprints, review and evaluation of items and texts available for use on the test (item development plan), field testing for needed items to complete the desired test design, and final operational test creation.

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All phases of assessment design/development shall use accepted validity, reliability and other testing principles including Universal Test Design. A plan for complete data review of field-tested items should be delineated. The plan should include a proposed operational timeline and the resources that they would require from the NH DOE (e.g., “need X number of educators for Y number of days to do Z amount of item review, need X staff from NH DOE for Y days to review operational plans”, etc...). The NH DOE must approve all items and the test forms before they become operational.

This RFP covers all tasks necessary for the following: item/assessment design/development, computer-based testing (CBT) platform, test administration; re-test administrations; technical support; psychometric analysis, research and technical activities; customer service; processing, scoring and reporting; test security; quality assurance, training and support; and general program management.

A-1.9 Professional Standards/Best Practices

The vendor shall ensure that all materials, practices and procedures developed under this contract meet relevant professional standards such as those contained in the *Standards for Educational and Psychological Testing* published by the American Education Research Association (2014 or most current version), particularly in terms of privacy, reliability, validity, opportunity to learn, accommodations, scoring, reporting and documentation.

The vendor shall inform the NH DOE when implementation practices or policies are not consistent with the best educational research and practice.

The vendor shall be responsible for clearly communicating the risks of violating conclusions of the best educational research and practice. If NH DOE concurs, the vendor shall work to make necessary corrections. The vendor shall confirm its agreement to meet this requirement.

A-1.10 State and Federal Requirements

The vendor shall ensure that all materials, processes and procedures developed under this contract meet relevant State and Federal legal requirements, including requirements under the Every Student’s Succeeds Act (ESSA) and peer review, as well as the Individuals with Disabilities Education Act (IDEA). Throughout the life of the contract, and any extensions, the vendor shall communicate to the State when it concludes that the program is no longer meeting State and Federal requirements and shall provide corrective options to the State for consideration. The vendor shall confirm its agreement to meet this requirement.

A-1.11 Communication

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The vendor shall assist NH DOE in explaining to the media, the public, stakeholders, the court, and/or other applicable entities why the tests are valid and reliable assessments that are appropriate for their intended purpose. The vendor shall confirm its agreement to meet this requirement.

A-1.12 Security/Confidentiality/ FERPA

The vendor shall follow FERPA, state and industry standard security policies, including the provision of confidentiality agreements for all vendor staff, subcontractors and educators participating in any aspect of this project. The vendor may include sample confidentiality agreements as an attachment. The vendor shall provide a plan detailing the implementation of security procedures. The vendor may choose to provide additional details under relevant requirements and specifications. The vendor must also indicate the base services (ex. accounting of all secure materials, sealing, forensic analysis, etc.) related to test security which it requires for its state accountability assessments. If the vendor offers a variety of services, but does not have its own base requirements regarding security, that must be indicated in the proposal.

Any breach of security that occurs through the negligence or inaction of a vendor, such as, but not limited to, failure to adhere to any security protocol or allowing raters to remove secure materials from Item Writing Meetings, Item Review Meetings, Data Review Meetings, Anchor Paper Selection, Validation Meetings, or the Scoring Center, will be considered a default on the terms of this contract.

The vendor shall provide assurance that it will meet the requirements of NH RSA 193-C:10 Accessibility of Assessment Materials:

"After the assessment results are released by the department, a pupil's parent or legal guardian shall have the right to inspect and review the pupil's assessment, including the questions asked, the pupil's answers, instructions or directions to the pupil, and other supplementary materials related or used to administer the pupil's assessment. A parent or legal guardian shall direct a request for inspection or review to the pupil's school, and the school shall comply with such request within 45 days of its receipt. The department of education shall make available released assessment items on the department's website as soon as possible after the statewide assessment results are released. The commissioner shall adopt rules, pursuant to RSA 541-A, to implement procedures for the review and inspection of assessment materials. These rules shall provide parents and legal guardians with no fewer rights accorded to them under the Family Educational and Privacy Rights Act, 20 U.S.C. 1232g."

A-1.13 NH DOE Sign Off

All procedures followed in the development, production, administration, scanning, scoring and reporting of the NH assessments shall be made available

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for review by NH DOE and, as determined by NH DOE, may be subject to NH DOE approval. The vendor shall confirm its agreement to meet this requirement.

A-2 Department of Information Technology and Technology Status

The project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide information technology activities.

A-3 Related Documents Required

Vendors are NOT required to submit these certificates with their proposal.
Vendors may be required to be a registered company in New Hampshire. The certificates will be requested from the selected vendor prior to contract approval.

- Certificate of Good Standing/Authority (Appendix G-2-item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
- Certificate of Vote (Appendix G-2-Item B)
- Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

A-4 State Project Team

State high-level staffing for the project will include:

- Frank Edelblut - Commissioner
- Heather Gage – Division Director
- Sandie MacDonald – Bureau Administrator
- Julie Couch – Assessment Administrator
- Vacant – Program Specialist for Statewide Assessments
- Barbara Hopkins – Science Education
- Erik Klardie – Department of Information Technology

A-4.1 Project Sponsor

The Project Sponsor, **Sandie MacDonald**, will be responsible for securing financing and resources, addressing issues brought to her attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-4.2 State Project Manager

The State Project Manager, **Julie Couch**, will be responsible for:

- Leading the project;
- Promoting the project statewide;

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- Developing project strategy and approach;
- Engaging and managing all vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission requirements

- The proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*.
- The vendor has sent the proper number of copies with the original version of the proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*.
- The original proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception.

B-2 Compliance with System Requirements

System requirements and deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed vendor's solution must be able to satisfy **all mandatory requirements listed**.

B-3 Current Use of Vendor Proposed Software

Components that constitute the vendor's proposed software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State. See Appendix E.

B-4 Vendor Implementation Service Experience

The vendor must have completed the vendor proposed software implementation for at least one (1) government clients comparable in size and complexity to the State within the last three (3) years. The specific vendor proposed software version and functionality must be described. See Appendix D and Appendix E.

B-5 Proposed Project Team

The proposed Project Team must include individuals with substantial experience in statewide assessment design and administration, project management, data analysis and student privacy requirements.

For the purpose of evaluating compliance with this requirement, the vendor team is permitted include subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas. See Appendix D and Appendix E.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

The *Scope of Work* should be applied to each Assessment Component bid on:

- A. Summative Assessments in ELA and Mathematics. The English language arts (to include AI scored writing component) and mathematics assessments will be administered annually in grades 3-8.
- B. Summative Assessments: Science. Science assessments will be administered annually in grades 5, 8, and 11.
- C. Interim Assessments: ELA and Mathematics. These online assessments are to be made available for local district use **at least** in the same grades included in the summative assessments described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.
- D. Interim Assessments: Science. These online assessments are to be made available for local district use **at least** in the same grades included in the summative assessment described above. The purpose of the interim assessments is to provide timely and useful feedback that local educators can use to gauge the growth and achievement of students throughout the school year and to predict summative learning. Such assessment results may also be aggregated and used in lieu of summative assessments, if permitted under ESSA.
- E. Reporting Portal. The reporting portal must be capable of being upgraded across time. Initially, the system must be able to organize and present assessment data in a way that is easy for all users to read and understand. The Reporting Portal should allow for differentiated access to individual student, classroom, school, district and state assessment data, and they should integrate seamlessly with each other. Assessment results must be able to be provided to parents, among others, in a timely fashion, either on line or by printed report.

The vendor will be responsible for the development or procurement of all items included on the components of the NH statewide summative and interim assessments for ELA, mathematics, and/or science bid on.

The vendor's response must reflect familiarity with and understanding of the academic standards in ELA, mathematics and science, as well as the challenges and innovations associated with assessing the depth of the standards.

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Accessibility for all students is a core principle for the NH DOE. The vendor's response must discuss the procedures that will be used to support inclusiveness and to ensure that the assessments are designed to be accessible to all students. The vendor's response should address the use of Universal Design (UD), Universal Design for Learning (UDL), and the use of development protocols such as the Accessible Portable Item Profile (APIP).

The assessment will include a variety of machine-scorable item types. The requirement for machine-scorable items must not preclude the use of test items that reflect the depth and complexity of the standards assessed. It is expected that the assessments at all grade levels will make the best use of available technology to include items that assess higher order thinking skills, address the multiple dimensions of the standards, and require students to produce responses as well as select from an available set of responses.

- Each Assessment Component will include a variety of items, types, including multiple choice, constructed response, writing, technology enhanced and performance tasks.
- Assessments should be online technology-based, although some students that require accommodations may require paper and pencil versions.
- The online assessments must work with a variety of devices, such as PCs, Macs, iPads, Chromebooks, and Windows tablets and using a variety of browser products, if necessary.
- Each Assessment Component bid on must address Component E: Reporting Portal. Details for Component E outlined in Appendix D-1.8.
- Results from the assessments will be used for school accountability and federal and state reporting requirements.
- Score reports will be customizable for districts, schools, teachers, parents and other audiences.
- Vendors must demonstrate the ability to be flexible to meet NH requirements and timelines.

Some of the tasks listed in the following section recur throughout the life of the contract (e.g., item development, passage selection, item analysis, technical manuals). It is the vendor's responsibility to fully understand the *Scope of Work* and to project the scope through the potential life of the contract, including any extensions.

It is imperative that each proposed Assessment Component be ready for use in the 2017-2018 school year. While this RFP seeks an off-the-shelf product, customized solutions are acceptable. All solutions must include appropriate representations of the New Hampshire's grade level academic standards for ELA, mathematics and science. (NH

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RSA193-C:3 III) and align with nationally and/or internationally recognized academic standard(s) with demonstrable longitudinal data supporting both student growth and student achievement models leading to college and career readiness. Solutions must also be ready for implementation in the 2018-2019 school year, be capable of updating for changes to standards and meet all requirements as specified in the RFP.

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist (Table C-2 General Requirements Vendor Response Checklist). Table C-2 is included as an attachment to this RFP.

C-3 DELIVERABLES

Vendors shall complete the response checklist below: Table C-3 *Deliverables Vendor Response Checklist*. The chart below is a sample of deliverables that represent project milestones and are to be developed by the vendor. Items listed below in the sample can be changed to represent the proposed solution. This table must align to completed pricing worksheets (Appendix F) provided by the vendor.

Table C-3 Deliverables Vendor Response Checklist

	Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	
2	Project Status Reports	Written	
3	Work Plan	Written	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	
5	Security Plan	Written	
6	Communications and Change Management Plan	Written	
7	Requirements Trace ability Matrix	Written	
8	Software Configuration Plan	Written	
9	Systems Interface Plan and Design/Capability	Written	
10	Testing Plan	Written	
11	Data Conversion Plan and Design	Written	
12	Deployment and Roll-out Plan	Written	
13	Comprehensive Training Plan and Curriculum	Written	
14	End User Support Plan	Written	

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15	Business Continuity Plan	Written	
16	Documentation of Operational Procedures	Written	
INSTALLATION			
17	Provide Software Licenses, if needed	Written	
18	Provide Fully Tested Data Conversion Software	Software	
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	
TESTING			
20	Conduct Integration Testing	Non-Software	
21	Conduct User Acceptance Testing	Non-Software	
22	Perform Production Tests	Non-Software	
23	Test In-Bound and Out-Bound Interfaces	Software	
24	Conduct System Performance (Load/Stress) Testing	Non-Software	
25	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	
SYSTEM DEPLOYMENT			
26	Converted Data Loaded into Production Environment	Software	
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	
28	Conduct Training	Non-Software	
29	Cutover to New Software	Non-Software	
30	NA		
31	Provide Documentation	Written	
32	Execute Security Plan	Non-Software	
OPERATIONS			
33	Ongoing Hosting Support	Non-Software	
34	Ongoing Support & Maintenance	Software	
35	Conduct Project Exit Meeting	Non-Software	

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives.

D-1 Proposed Solution
D-1.1 Test Construction
Topic 1 – Test Design
Topic 2 – Item Development
D-1.2 Solution Technology
Topic 3 – Technology Requirements
Topic 4 – Assessment Delivery Platform
Topic 5 – Data Exchange and Process
Topic 6 – Data Privacy and Security
Topic 7 – Technical Compatibility
D-1.3 Security and Protection of Data
Topic 8 – Security and Forensics
Topic 9 – System Security
Topic 10 – Back-up and Recovery
Topic 11 – Assurance of Business Continuity
D-1.4 Training and Support
Topic 12 – User Manuals and Guides
Topic 13 – Training Materials
Topic 14 – Practices Test and Student Materials
Topic 15 – Software Implementation Training
D-1.5 Assessment Scoring, Analysis and Equating
Topic 16 – Machine Scored Items
Topic 17 – Analysis and Psychometric Support
Topic 18 – Calibration and Scaling
Topic 19 - Equating
Topic 20 – Assessment Evaluation
D-1.6 Reporting
Topic 21 – Assessment Scores
Topic 22 - Reports
Topic 23 – Data Files
D-1.7 Standard Setting
Topic 24 – Performance Levels
Topic 25 – Cut Scores
Topic 26 – Standard Setting Report
D-1.8 Reporting Portal
D-2 Corporate Overview and Project Management
D-2.1 Corporate Qualifications

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Topic 27 - Corporate Overview
Topic 28 – Vendor Experience
D-2.2 Project Management
Topic 29 – Management Team
Topic 30 - Staff Qualifications and Experiences
D-2.3 Project Plan
Topic 31 – Work Plan
Topic 32 – Management Meetings
Topic 33 – Project Communication
Topic 34 – Program Improvement Plans
Topic 35 – Risk Management and Quality Assurance
D-3 Project Execution
D-3.1 Implementation and Operation
Topic 36 – Implementation Approach
Topic 37 – User Acceptance Testing
D-3.2 Ongoing Operations
Topic 38 - Help Desk Support
Topic 39 – Support Center
Topic 40 – Technical Reporting
Topic 41 – Technical Advisory Committee
D-4 Pricing Model
Topic 42 – Pricing Model
D-5 Assurance and Transition
Topic 43 – Quality Control Sign-Offs
Topic 44 - Invoices
Topic 45 - Transition

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D-1 PROPOSED SOLUTION

D1.1 Test Construction

The vendor will propose a plan for the construction of test forms for the Spring 2018 assessment administration and subsequent operational administrations of the NH assessments. The vendor's response must include a description of the processes and procedures that will be used to select items to be included on each assessment form and ensure that each assessment form and the assessment as a whole meets the requirements described in the test specifications. The vendor's response should address the manner in which the NH Instructional Support Teams will be involved in the process of test construction. The vendor's response must include a description of the quality assurance, quality control, and any other review processes and procedures that will be used to ensure the accuracy and technical quality of each of the assessment forms and the assessment as a whole.

Topic 1 Test Design

The vendor must propose a plan for the design of the Spring 2018 field test and the subsequent operational NH assessments that best meets the purposes and intended uses of the results of the NH assessments. The vendor's response must reflect an awareness of the breadth, depth, and complexity of academic standards; the State requirements in RSA 193:C, Federal requirements for assessment as expressed in the Every Student Succeeds Act and US ED assessment regulations; the high level Test Design Framework and preliminary Test Specifications provided by the NH DOE; the NH DOE constraints related to testing time, test format, and the use of machine-scorable items described throughout this RFP, including the AI scored ELA writing assessment, and the NH DOE's desire for a cost effective and efficient assessment program which includes interim and summative components. The proposed field test and operational test designs must demonstrate the vendor's ability to balance those factors to produce an assessment program that meets the following high-level priorities:

- The NH summative assessments are being designed intentionally as relatively short (i.e., 2 hours of testing per summative assessment area, and easy to score (i.e., machine-scorable).
- The summative assessments will align to the corresponding academic standards in ELA, mathematics and science.
- The summative assessments will use a common-matrix design to support a) the reporting of student-level overall science performance in terms of performance

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levels and scaled scores and b) the reporting of school- and district-level scores in a manner that reflects the depth and breadth of the academic standards.

The vendor shall create a proposed test blueprint for the assessments to be developed in each content area. Interim assessment frameworks should be based on the frameworks developed for the summative assessments. The successful vendor will provide refined blueprints to be reviewed by the NH DOE for approval. The blueprint must specify the numbers of each type assessment item to be used at each grade level in each content area, depth of knowledge, the numbers of items in each eventual test form (field and operational) and the total amount of testing time. The vendor must take into consideration the fact that the assessments must generate valid information throughout the data distribution in both tails.

Reading assessments may include a combination of literary and informational passages. Literary texts include fiction, literary nonfiction and poetry. Informational texts include exposition, argumentation, persuasive texts, procedural texts and documents.

Writing assessments may include a combination of narrative, informative and persuasive purposes.

The vendor must provide its plan for ensuring a high level of consistency between the summative and interim item types and blueprints with adjustments made due to time and item type constraints.

Topic 1.1 Standards Revision

The NH academic standards for ELA, mathematics and science are entering the revision cycle. It is therefore imperative that the vendor acknowledge and include in proposals a plan for assessment revision aligned to updated standards in 2018-2019.

All test design items must be updated to align to academic standards in years subsequent to the 2017-2018 administration. Vendor's response must provide a full description of its proposed plan for realignment and blue print updates.

Topic 1.2 Test Administration

The summative assessment should be designed to take approximately two hours of testing time, per content area, for the vast majority of students. The test will be loosely timed, and allow for the accommodation of additional testing time into the schedule.

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Additionally, each summative assessment component should be structured to be divided into two sessions. Both test sessions should also be available to schools to administer in one day if they chose to do so.

Topic 1.3 Student Registration

The vendor shall be responsible for managing the student/organization registration process. This process shall include the registration of students in private out of school district placements.

The vendor will be able to accommodate any student in home education or private school environments that wish to participate in the assessment process by identifying their registration separate from public school student registrations for school accountability purposes. (Per NH RSA 193-C:6: Home educated students will contact their local school districts if they wish to participate in the statewide assessment. Private schools will contact the department of education to participate in the statewide assessment.)

After the window for registration is complete, the NH DOE shall approve the registration counts. The vendor must propose a plan for allowing the NH DOE the opportunity to review and amend registration information.

The vendor's response should include a recommended timeline for the registration process (relative to the test administration window) to ensure that accurate information is captured, appropriate quality checks occur, and to allow the NH DOE a sufficient window of time to review and amend the registration information.

The vendor's response should include a plan for allowing the registration of students enrolling in schools after the end of the test registration window and for students moving between schools during the testing window.

Topic 1.4 Accessibility and Fairness

Accessibility is a core principle of the NH DOE. The NH DOE is committed to ensuring that all students are able to have equitable and fair access to the NH assessments, including access to assessment items, training materials and supports. Information about students' required accessibility features and accommodations must be gathered and maintained in accordance with Federal laws.

The vendor's response must include a draft list of appropriate assessment accommodations separately for students with disabilities and English language learners.

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Accommodations listed must be supported by the most current research. The list shall describe the test accommodations and supports that allow access for students with disabilities and English learners to most fully participate in each assessment without interfering with the measurement of the constructs. Vendors shall also discuss accommodations which would threaten the validity of the assessment by interfering with the construct being measured.

Vendors are asked to review the accessibility features and accommodations policies for the current state NH assessments in English language arts, mathematics and science as well as best practices for ensuring accessibility with computer-based tests. The vendor's response must detail their plans for meeting accessibility requirements. The vendor's response should address how their proposed assessment system compares to the states' current systems and explain how it will address accessibility, accommodations, and fairness – while maintaining data privacy and security.

Vendors must include a description of how students with visual impairment will access on-line assessments or be provided with other accommodation, as appropriate.

Vendors must include a description of how students unable to access online assessments will participate in the assessments.

Topic 2 Item Development

This section of the RFP addresses tasks related to the development, evaluation, and selection of the items that will be included in each Assessment Component (A, B, C, D). Each of the assessments may include a combination of items developed specifically for the assessment program and items procured from other sources.

While this RFP seeks an off-the-shelf solution, such a solution as well as a customized solution, may/will involve the creation of specific test items (defined below). This section dealing with Item Development applies to the development of items, whether used to tailor an off-the-shelf solution in response to this RFP or in a customized solution. Per NH RSA 193-C:3, III (d), "teachers shall be involved in designing and using the assessment system."

Throughout this section of the RFP, the term item development will be used to refer to both items that are custom-developed for the NH assessments and items procured by the vendor from other sources. Whether custom-developed for the NH assessments or obtained from other sources, all items included on the assessments will be subject to the review processes described in the RFP.

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The vendor's response should describe the vendor's general procedures for item development including the use of outsourced or free-lance item writers, the use of items previously developed by the vendor, and/or the procurement of developed items from other sources. The vendor's response should include a description of how all item writers are trained on the content of the academic standards, in general, and on any specific content criteria related to the assessment component.

In addition to addressing the specific tasks described in the RFP, the vendor's response must also meet the following requirements:

- The vendor's response must reflect familiarity with the academic standards as well as current best practices and recommendations regarding the assessment of student achievement in each content area bid on.
- The vendor's response must reflect familiarity with computer-based testing and the use of a variety of item types, including technology enhanced items (TEI) to assess students' higher order cognitive skills as well as their knowledge of core ideas and concepts.
- The vendor's response must discuss the procedures that will be used to ensure that all assessment components are accessible to all students. The vendor's response should address the use of Universal Design (UD), Universal Design for Learning (UDL), and the use of development protocols such as the Accessible Portable Item Profile (APIP). The vendor's response should also address how technology will be used to enhance accessibility.
- The vendor's response must indicate how the security of items will be maintained throughout the development and item review process, including procedures that will be taken to ensure the secure transfer of items and item information to/from states during the development process.
- If vendors believe that tasks not specified in this RFP are critical to the development of quality items and a testing program, they should identify and describe the significance of those tasks in their response.
- The writing component of the English language arts assessment must include constructed response item(s) as it relates to a reading passage to be included in the students overall score. The writing component must not simply ask students to reply to a writing prompt.

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Topic 2.1 Item Development Team

The successful vendor will appoint an Item Development Team, as necessary, responsible for the development of items for the each Assessment Component bid on. The vendor's response will identify key personnel and describe the proposed composition of the item development team, including describing the responsibilities and time commitments of the proposed members.

The vendor's response will include a description of how the specific needs of students with disabilities and English language learners will be accounted for within the proposed item development team. If the vendor proposes that a single person will fulfill multiple roles within the team (e.g., lead developer and grade level developer; developer at multiple grade levels) that must be clearly described in the vendor's response. The vendor's response must include a rationale to support the proposed composition of the item development team.

The vendor's response must include, as necessary, a description of the procedures, including the use of technology that will be used to facilitate interactions among the vendor's Item Development Team and the NH Instructional Support Team.

The vendor's response must describe the type, number, and duration of in-person and virtual meetings between the item development team and the NH Instructional Support Team that will be needed throughout the development cycle to produce quality items for the tests. All costs for proposed in-person development meetings (including travel costs and lodging) should be included in the proposal.

Topic 2.2 Item Development and Review

The vendor shall propose and describe the process that will be used to interact with the NH Instructional Support Teams throughout the item development and review process. The vendor's response should reflect an understanding of the responsibilities of the NH DOE staff and NH educators and propose a process that avoids unnecessary travel, makes the most efficient use of their time, and allows sufficient turnaround time for review and approval of all items and related materials.

The vendor will describe the type and number of in-person and virtual meetings that will be held during an annual development cycle.

The vendor's response should include a proposal for an initial in-person meeting between the NH Instructional Support Team for each assessment area (ELA, mathematics, science) and the vendor's Item Development Team at the beginning of the project.

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Topic 2.3 Item Review Committees

The NH DOE believes that the use of Item Review Committees consisting of educators from the state is a critical part of the item development process. The Item Review Committees not only provide a unique and important perspective during item review, but also enhance the transparency of the assessment program and increase understanding and buy-in for the program.

The primary purpose of the Item Review Committees is to provide feedback on the content of items proposed to be included for field testing on the next administration of the assessment, including the alignment of content to academic standards, accuracy of content, and appropriateness of content for the grade levels being tested. The committee may also be asked to provide feedback on the use and appropriateness of specific item types and to provide suggestions for future item development.

The vendor will support grade-level item review committees (3-8 ELA; 3-8 mathematics; 5, 8, and 11 science) for each of the assessments proposed. The committees will consist primarily of grade-appropriate teachers recruited and selected by the NH DOE. Additional committee members may include local curriculum coordinators, content specialists, and ESOL or special education specialists. The NH DOE will determine the composition of committees.

Meetings of the Item Review Committees will be jointly facilitated by the NH Instructional Support Team and the vendor's Item Development Team. The committee will meet annually in NH during the summer months.

The NH DOE is proposing an annual summer meeting due to the availability of educators and the timing of the meeting within the development cycle. If the vendor thinks that additional meetings of the Item Review Committee would be necessary and/or that the timing of the meetings should be changed, the vendor's response should include a proposal for an alternative meeting schedule. In particular, the vendor should indicate if they think that additional meetings will be needed during the initial year of the contract in preparation for the spring 2018 assessments.

The vendor's response should indicate the steps that will be taken to maximize efficiency throughout the item review process and, in particular, should describe how the vendor will make the most efficient use of the limited time available with the members of the Item Review Committees. This could include proposing a structure for the meeting that would provide for the most effective and efficient use of people and resources (e.g., organized by grade level, organized by content).

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In preparing a response, the vendor should plan on supporting the item review committee meeting with the following specifications:

- Each grade level committee will consist of 3-6 members.
- Committee members will be paid a stipend of \$150 per day for participation in the summer meetings. (If the vendor proposes meetings during the school year, the stipend will be replaced by a corresponding payment to the committee members' school district for substitute reimbursement).
- Representatives from NH will also attend the meeting, including the NH Instructional Support Teams (up to a maximum of three (3) people total).
- The vendor will support and arrange for lodging for committee members and NH representatives. The vendor's response should presume that all participants will require 3 nights lodging for the meeting (beginning one night prior to the meeting).
- The vendor will also be responsible for travel expenses (e.g., mileage, airfare) for all participants to attend any out of state meetings.
- The vendor will provide breakfast and lunch each day of the meeting and be responsible for dinner expenses (\$25 per day) on days which require an overnight stay.

Meetings will be held at a hotel, conference center, or similar suitable location in NH. The meeting location may vary around the state or may be held in a central location to minimize travel requirements and expenses for committee members. The vendor will work with the NH DOE to develop a timeline to ensure that the NH Instructional Support Teams have sufficient time to review and provide feedback on all materials and items prepared for the Item Review Committee meetings.

The vendor will schedule an additional meeting day following the conclusion of the Item Review Committee meeting for a meeting of the vendor's Item Development Team and the appropriate NH Instructional Support Team to reconcile item feedback.

The vendor will produce a written report documenting the meeting and recommendations within two weeks of each committee meeting.

Topic 2.4 Bias/Sensitivity Review Committee

The vendor will support a Bias/Sensitivity Review Committee consisting of external educators and experts recruited and selected by the NH DOE to review the content of passages, other stimuli, and test items for potential bias and sensitivity. The NH DOE will determine the composition of the committee.

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There will be a single committee responsible for reviewing materials across grade levels for each content area; ELA, mathematics, science (i.e., there will not be separate bias/sensitivity committee for each grade assessed). Each committee (ELA, mathematics, science) will contain five (5) members.

The meetings will be facilitated by the vendor in coordination with a representative from the NH DOE. The committee will meet in NH annually during the summer. The vendor may propose additional meetings, if necessary during the initial year of the project.

In preparing a response, the vendor should plan on supporting the bias/sensitivity review committee meeting with the following specifications:

The committee will consist of five (5) members.

- Committee members will be paid a stipend of \$150 per day plus travel expenses for participation in the summer meeting. (If additional meetings are proposed during the year, the \$150 stipend will be replaced by a corresponding payment to districts for substitute reimbursement for any committee members who are employed by local education agencies.)
- The meeting will also be attended by a representative of the NH DOE (1 person).
- The vendor will support and arrange for lodging for committee members and the state's representative attending the meeting.
- The vendor will provide breakfast and lunch each day of the meeting and be responsible for dinner expenses (\$25 per day) on days which require an overnight stay.

The Bias/Sensitivity Review Committee will focus on review of stimuli proposed for the development of new field test items, review of newly developed items recommended for field test, and beginning in 2018 after the initial field test, review of items recommended for inclusion in the operational item bank that have been flagged for Differential Item Functioning (DIF) analysis.

If feasible, the Bias/Sensitivity Review Committee meetings may be scheduled concurrently with the Item Review Committee. The vendor's response should propose a process that will help avoid the costs and lack of efficiency of having assessment items go through development and be flagged for bias/sensitivity (content review, not empirical DIF analyses) only after substantial investment in development effort.

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The vendor will produce a written report documenting the committee meeting and recommendations within two weeks of each meeting.

Topic 2.5 Content Review

The vendor must ensure that the content of all items recommended for field-testing is accurate and reflects the current state of knowledge in the appropriate field. The vendor's response must describe their methods and procedures for meeting this requirement within the item development process.

The vendor shall work in collaboration with the NH DOE to ensure all assessments adhere to current and future standards for ELA, mathematics and science. The State has begun a process for review and revision of the ELA, mathematics and science and expects to field test in the 2018-2019 school year.

Topic 2.6 Item Types and Number of Items

As described previously, all items on the ELA, mathematics and science assessments must be machine/AI-scorable. The requirement for machine/AI-scorable items, however, must not limit the use of item types to traditional multiple-choice or selected-response items. The vendor's response must describe the variety of item types that could be included on the assessment components bid on, including item types that require students to generate or produce a response as well as select a response. The vendor's response must include a description of the vendor's experience with each of the item types proposed and provide access to sample items to allow the NH DOE to review proposed item formats.

- Single Correct Response Items:

Selected-Response – These are items in which students are presented with several answer choices, one of which is correct. Students are asked to select the correct answer. With an online assessment, this could include items such as drag and drop and hot spot items. Selected-response items should be designed to assess the highest level of content knowledge and cognitive complexity that can be appropriately measured through this type of item appropriate to the evidence outcome being assessed.

“Griddable” Response – Although “griddable” response items are too cumbersome or costly for paper/pencil administration, online administration provides for single number or single word answers making use of the item type

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more feasible. These items should be easy for the computer to score without requiring extensive engine training.

- Short Constructed Response – These are items in which students write in a response to a question or a prompt. Student responses consist of 1) one to five sentences, 2) written work in solving a mathematics problem, 3) drawing, or 4) another response that can typically be provided in five minutes or less.
- Extended Constructed Response - These are items in which students write in a response to a question or a prompt. Student responses consist of one to several paragraphs. Student responses can be typically be provided in 20 minutes or less in ELA, mathematics, and science.
- Performance Items – These items are performance-based. They require students to engage in higher order thinking and to provide a response that is more complex than a simple correct or incorrect answer. Student responses may consist of written or illustrated integrated answers. Response time will vary across grades and content areas from 20-60 minutes.
- Innovative, Interactive Technology-Enhanced Items – These are sophisticated, simulation-based items that require students to respond with a virtual performance. The items utilize advanced simulation engines featuring online tools and content not previously assessed through selected-response or constructed-response item formats. Students' responses are expected to be computer-scored.

Topic 2.7 Number of Items

The vendor's response must include a proposed plan for the number of items of various types that will need to be developed for the Spring 2018 administration and subsequent operational test administrations. The vendor's response should address the number of items that will be administered to an individual student as well as the total number of items that will be administered across matrix-sampled forms on each Assessment Component bid on.

The vendor's response should reflect an understanding of the NH DOE's intended use of the results from each Assessment Components, the type of scores that will be reported, the plan to release items, as well as an understanding of academic standards. The vendor's response should also reflect an awareness of the testing time and cost constraints discussed throughout this RFP.

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Topic 2.8 Item Release

The vendor will propose a plan for the annual release of a representative sample of test items. The purpose of releasing items to provide local educators with information about the type and level of knowledge and skills assessed on the assessments, the variety of item types used on the assessments, and the rigor of the items on the assessments.

The annual release of items will consist of up to 25 percent of the items (points) on a single student test form. The vendor's response should address how common items in a common-matrix design may be used to support the release of items.

Release of items will begin with the first operational administration of the summative assessment. All item types should be represented in the release of items. The balance of item types should be proportional to their use on the assessment. Items will be released in a digital format that enables local educators to interact with the items in the same manner that the items would be encountered on the assessment. Released items will be accompanied by supporting materials including relevant item statistics, information about the knowledge and skills assessed by the item, information on how the item was scored, and information regarding correct and common incorrect responses to the item.

Topic 2.9 Rotation of Common Items

The vendor will propose a plan for the rotation of common items across years. The plan should address issues related to security, item exposure, maintaining content balance, and stability of assessment forms across years. At a minimum, the proposed plan should address:

- The number (or percentage) of items that should remain in place for consecutive years.
- The number (or percentage) of items that should be replaced after each test administration (including released items).
- The number of years before the common items on an assessment are totally refreshed.
- The maximum number of years, if any, that an item should be included in the operational test bank.

Topic 2.9.1 Item Bank

The vendor will develop and maintain an item bank of all items developed for and included on the assessments. The item bank will include a database that provides electronic access to each item (text and graphics) as well as pertinent information for

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each item, including item information, item history (placement, item statistics for all administrations of the item, editing, and context), and current item status.

The NH Instructional Support Teams and Management Teams should have appropriate access to generate reports and/or view items and item information, as needed. The vendor's response will include a description of its existing software to meet this requirement or describe plans to develop or procure the software necessary to meet this requirement.

The vendor's response will describe steps that will be taken to ensure the security of the items.

The vendor's response will describe how items and item information developed for the NH assessments through contracts awarded by the NH DOE will be accessible by the NH DOE at the conclusion or termination of those contracts.

Topic 2.9.2 Use of items from other sources

The vendor will describe how the interests of the NH DOE will be assured and protected if items from other sources are included on the assessments. In particular, the vendor's response will describe:

- How items eligible for use on the NH assessments will remain secure, including any procedures in place to ensure that items are not released by other assessment programs or used for any other non-secure purposes.
- How license agreements will be structured to ensure that items may be used on the NH assessments for multiple administrations.
- The vendor's experience in handling any restrictions that may be placed on the use of items from other sources that would negatively impact the NH DOE.

D1.2 Solution Technology

Topic 3 Technology Requirements

The vendor will provide the test delivery platform, hosting site, test administration application, server, and application management services for the NH summative and interim assessments.

The vendor will be responsible for the maintenance of the full system; including code updates and/or patches, technical support, hosting, management, coordination, and support for customer-facing administration activities.

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The vendor's response must provide a full description of its proposed computer-based test administration solution. The vendor's response should address each of the following:

1. Requirements for the use of any software (and supporting devices) should be clearly documented and explained.
2. The minimum and preferred technology infrastructure needed to support online testing should be documented and explained.
3. The technical support documents should include information about suggested computer lab configurations.
4. Information on computer-based assistive technologies should be provided to the client so that the client can determine which they may allow; data on use of these technologies should be collected.
5. Practice and training tests should be provided to allow students to become familiar with keyboarding and navigation techniques and tools that will be used during the live assessment.
6. Procedures for uploading student demographic data in the online assessment system, including any necessary accessibility tools and supports, should be provided, as well as instructions and procedures for modification of enrollment data, where permitted by the client.
7. Procedures for maintaining the security of the online testing environment should be documented.
8. Descriptions of training protocols to be provided at the local level on the test administration procedures should be provided.
9. In the first two years of the program, the vendor will be responsible for providing up to four (4) one-half day regional trainings on system use and test administration procedures, to be supplemented by an on-line webinar and other online training materials (e.g., slide deck from webinar, FAQ document). In subsequent years, in-person training sessions may be replaced by a series of webinars.
10. Technical support should be available via telephone and electronically with tools such as help desk and/or email. (see additional details in the Support Center section below).
11. Metrics for monitoring and documenting systems performance should be identified and described.
12. Documentation should be provided regarding the capacity of the system to support the current and potential future range of item types.
Provide documentation regarding the application's capacity to import and export as applicable: items, student item response data, student registration, demographics, and data regarding eligible and utilized accommodations.

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Topic 4 Assessment Delivery Platform

The vendor will ensure that the assessment delivery platform provides the technical infrastructure necessary to manage and administer assessments across the state. The vendor's response will address each of the following subcomponents and functionalities:

- Administrative portal;
- Test registration and scheduling;
- Test administration (administrator interface);
- Test delivery (student interface);
- Test client;
- Key-based and rule-based machine scoring;
- Assessment delivery data storage; and
- Student toolset (e.g., virtual calculators, protractor, ruler, notepad, highlighter).

The vendor's response will also address each of the following functionalities:

- Authentication/User Identity Management: internal user management, user authentication, role-based authorization.
- Logging and Audit: A centralized capability for logging, log analysis and audit support, capturing and recording all system and testing activities at sufficient detail to detect conformance and compliance issues, and track errors. Logging is also used to capture data for analytics and secondary analyses.
- System Monitoring and Alerting: A centralized system for monitoring all processes and systems (network, hardware, software) in the assessment system and sending alert notifications whenever behavior fall outside of nominal ranges. Also, a system for monitoring and alerting support system data and test security.
- Common ID system: A centralized system for assigning and managing persistent, unique identifiers to all users (educators and students) of the NH assessment system. The purpose of this service is to assure the integrity of student data, including to avoid multiple creation of the same ID number, and to prevent the mismatching of students to assessment results.

The vendor will provide a detailed description of the interfaces and the System components used for processing.

- Describe the software platform that the system operates on (code base, database, etc.). Note any third party platform components. Indicate the need for the State to purchase licenses.

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- Include details of the proposed software Solution including the database management system, licensed software suggested for data retrieval and reporting, proposed approach to developing any custom-built software components.
- Discuss plans for anticipated future release of System software. Address any impact on System users or interfaces.

Topic 5 Data Exchange and Process

The vendor will provide a detailed description of the mechanism and tools included in the proposed System to enable the specified data sharing between the vendor and the State.

- Identify the type of interface/mechanism/tool and the frequency of data exchange between the State and the vendor with a full explanation of the processes involved in the exchange.
- Identify the format of the data the vendor will provide.

The vendor will provide a detailed description of how State staff will track status of the data submissions and follow to view a record of:

- Administrative actions: Login, Logout, Password reset, IP address, batch file transmission;
- Data submission including user, date, time, and IP address;
- Users viewing validations by date, time, file, IP address;
- Users viewing completeness measures by date, time, file, IP address;
- Users making corrections by date, time, file, record, element, and IP address.

The vendor will provide a detailed description of the process the State will follow to submit special requests for research. The vendor may wish to include a sample scenario with the format of returned results.

The vendor will describe and provide samples of the available documentation supporting the system and the asset verification service.

Topic 6 Data Privacy and Security

All hardware and software components and all services and processes must ensure the highest levels of auditable security for the NH assessments, data, and data access at all

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times and at all levels of state, district, and school use. The vendor will be expected to comply with Federal laws data privacy and security that include how data are accessed, stored, and exchanged; and how the vendor's employees are managed and trained regarding data security protocols

The vendor's response must detail their privacy and security plans. The vendor's response should address how the proposed solution and associated activities will employ security protocols and design features to meet the states' rigorous security needs for data encryption, identity management, data access, and redundant layers of data protection.

Topic 6.1 Information Technology Standards

The vendor will provide a detailed description of how the proposed solution complies with established information technology standards. The proposed solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012). Include the following:

- A description of the degree to which the solution complies with information technology standards on the State of NH web site:
<http://www.nh.gov/doi/internet/vendors.php>
- A description of Open Source Software
- A description of Open Data Format?
- A statement of compliance with privacy and confidentiality standards including HIPAA, NIST, FERPA.

Topic 7 Technical Compatibility

The NH DOE is committed to an assessment system that utilizes solutions that recognize the heterogeneity of technology capacities in the states districts and schools, while supporting the leading-edge assessment methodologies and technologies. Solutions need to provide optimal performance in high-technology capability settings that have current generation computers and large bandwidth networks, but that still function without sacrificing performance in low-technology capability settings. This core principle includes a "device agnostic" approach to assessment content and assessment technology development. All assessment components must be designed to function comparably across a range of devices using commonly deployed web browsers, including desktops, laptops, netbooks, and tablets (9.5" or larger) running Windows, Mac, Linux, Apple iOS, Android, and Chrome operating systems.

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The vendor's response must describe how it will ensure and verify that its system functions comparably across a range of devices. The vendor's response should address how it will ensure that the system is not impacted by upgrades or other changes to devices or operating systems.

Topic 7.1 Interoperability

Interoperability is a core design principle for NH assessments technology development and operations. The NH DOE is committed to the application of open technology interoperability standards in order to make assessments, assessment items, and assessment data formats portable across organizations, systems, and districts. Reliable and flexible interchanging of data between components that are both internal and external to the assessment system, and across diverse networks, are key requirements of the NH Assessment System.

The vendor's response must detail their plans for ensuring interoperability. The vendor's response should address its compliance with industry-recognized, open-licensed interoperability standards and the processes and procedures used to verify and validate interoperability.

D1.3 Security and Protection of Data

Topic 8 Security and Forensics

The vendor must propose a plan and describe procedures for maintaining and monitoring security of test items, other secure materials, and student data both within and external to the computer-based test administration system before, during, and after test administration, including ensuring security throughout the test design and development process.

Topic 8.1 Test Security

The vendor's response should address the following areas in general test security:

- Develop and implement a comprehensive plan to ensure the security of test items, materials, and student data throughout the assessment cycle.
- Develop and implement training procedures and materials regarding test security, and confidentiality of student data and personally identifiable information
- Develop protocols for the secure collection, storage and destruction of secure and confidential teacher and student information.

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- Develop and implement uniform policies and procedures for identifying and dealing with possible security breaches and testing irregularities.
- Develop implement procedures to account for and protect secure materials at all stages of distribution, receipt, storage, and return. Note: This requirement has general implications, but applies specifically to paper-based test forms.
- Chain of Custody for materials shipped or transported: Develop and implement policies, guidelines and sign-off procedures for State, District, and School officials to establish and document a chain of custody for hand-offs to ensure that documents are received, accounted for, and distributed and returned.
- Provide a secure architecture to protect the development and administration environment from network-based attacks.

Topic 8.2 Data Forensics

The vendor will apply procedures to monitor, detect, and evaluate the assessments for potential cheating, and provide documentation to the NH DOE. The vendor's response should describe plans and procedures to provide continuous updates that capture a variety of data including but not limited to:

- Time of testing,
- All student answer choices including the final choice used for scoring;
- Response latency;
- Tracking the movement of the examinee through the test;
- Student response times;
- Accessibility options used by the student; and analysis of student gains over time; and
- Differential performance on common and matrix-sampled items, if applicable.

Topic 8.3 Test Monitoring

The vendor shall describe in detail the steps that it would take to monitor the fidelity with which the test administration and security procedures are being applied.

In New Hampshire the district test coordinators are expected to report violations of administration and security procedures to the NH DOE. Should a district test coordinator

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contact the vendor, the vendor shall redirect the district test coordinator to verify with NH DOE that the issue was appropriately reported.

Topic 9 System Security

The vendor shall provide a detailed description of the security design and architectural features incorporated into the proposed system. At a minimum, the vendor will discuss the following:

- Describe the practices employed to ensure that your system and staff comply with FERPA regulations.
- Describe the system assurance provisions incorporated into the proposed system. At a minimum, discuss the following:
 - a) What process or methodology is employed within the proposed system to ensure data integrity?
 - b) To what degree does the approach rely on system assurance capabilities of the relational database management system (RDMS)?
 - c) If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?
- Discuss the company's practices pertaining to the following security testing:
 - a) The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
 - b) The authorization methods used to ensure that users and client applications can only access data and services for which they have been properly authorized.
 - c) The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
 - d) The methods used to ensure that communications and data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
 - e) The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.

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- f) The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- g) The privacy methods used to ensure that confidential data and sensitive communications are kept private.
- h) The system maintenance methods used to ensure that unauthorized system maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- i) The testing methods conducted to load and stress test your system to determine its ability to withstand Denial of Service (DoS) attacks.
- j) Your software patch schedule employed to protect the software from new security vulnerabilities as they arise.
- k) The ability of your system's software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating system services, etc.) thereby reducing the software's security vulnerabilities and attack surfaces available to system hackers and attackers.

Topic 10 Backup and Recovery

The vendor shall provide a detailed description of the backup and recovery processes used to protect mission-critical data. The State seeks a sound backup and recovery provision as part of the solution.

The vendor will:

- Describe the tools used for backup and recovery of applications and data.
- Describe the impact of the proposed backup process on the operation of the System.
- The vendor will address the following:
 - Use of and method for logging and journalizing;
 - Single points of failure and recommended approaches for their elimination; and
 - Approach to redundancy.

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- Describe options to have the collected data stored at the vendor's site in addition to sending results along to the State. Include a proposed retention schedule

Topic 11 Assurance of Business Continuity

The vendor shall provide a detailed description of the business continuity plan that mitigates risk to the State.

- Provide information on business continuity plans in the event that the hosting site becomes unavailable.
- Discuss plans for moving operations to a remote site if the hosting site is incapacitated.
- Discuss recovery time objectives and how the company will continue to meet federally required response metrics.
- The State believes that additional software license fees solely related to redundancy for assurance of business continuity would be inappropriate. If the proposal differs from this standard, describe and provide rationale for the difference.

D1.4 Training and Support

The vendor will be responsible for providing the training and support required to ensure the administration of the NH assessments, including maintaining a support center to provide quality customer service and support to districts and schools throughout the registration, testing, and reporting cycles. The vendor will develop test coordinator and test administrator manuals to ensure effective administration of the NH assessments.

The manuals will be provided in formats that will permit them to be accessed via the internet. Posted documents must be available for viewing and downloading and must be provided in ADA compliant format.

Topic 12 User Manuals and Guides

The vendor shall develop and produce an *Online User's Guide*. The guide shall provide technical specifications for use of the online platform used for testing.

Information shall include but not be limited to: hardware specifications, proctor caching requirements if needed, student data upload process, data editing information, detailed information on the use of the assessment tools, and other technical guidelines as necessary. Thumbnail art shall be included as much as possible. Separate guides may be provided with focuses for technical and assessment staff. The guide shall be provided in PDF format for posting to NH DOE and vendor websites and in Word for use by the NH DOE in creating training and informational materials.

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Topic 12.1 Test Coordinator Manual

The *Test Coordinator Manual* will focus on the tasks that must be completed at the district and school level, including scheduling, meeting technology requirements, student registration, accessibility, maintaining security, and the training of Test Administrators on test administration policies and procedures as well as security policies and protocols.

Topic 12.2 Test Administration Manual

The *Test Administration Manual* (TAM) will provide all directions needed by the test administrator to prepare for and administer the assessments, including security procedures.

The vendor shall develop and produce a TAM for each assessment per administration. This document is provided to assist the test administrator during the testing session. Administration requirements for all grade levels and/or content areas assessed for each assessment shall be included in the TAM. Separate TAMs may be developed for field test administrations, online assessments, and paper assessments.

The TAM shall contain general instructions for administering the assessment including, but not limited to, information about checking materials, planning testing schedules, organizing classrooms, preparation of students, use of standardized testing procedures, administering practice activities, security of materials, completing the student demographic portion of the response documents, accessibility instructions, test directions, administration of the test, assembly of materials for scanning and processing, checklists for class, school and district level procedures and information for returning materials. Thumbnail to full scale images of documents, forms, and other ancillary materials as needed with illustrations and explanatory diagrams shall be used extensively. The TAM will include scripts necessary to administer the assessments, and procedures and scripts necessary for accommodated testing outside of the assessment delivery system.

The TAM shall be reviewed prior to each administration and revisions shall be made to reflect changes related to the program, State and/or federal guidelines. The vendor shall make these documents available in printed form and for downloading from the Internet on a secure site.

Topic 13 Training Materials

The vendor will provide training and training materials to support the efficient and secure handling of materials as well as standardized administration activities. All proposed training materials and activities will be subject to NH DOE approval.

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The vendor must provide training and training materials for district/school assessment coordinators, test administrators and district/school technology coordinators. As appropriate, the training must include information about student registration procedures; administration protocols; security policies, protocols, and procedures; the assessment delivery system; and accessibility and accommodations policies and protocols. The vendor should design training modules to enhance efficiency across types of users.

All training materials will be provided in formats that will permit them to be accessed via the internet. Posted documents must be available for viewing and downloading and must be provided in ADA compliant format.

Training materials should for test administrators should include the opportunity to practice all steps necessary to administer the assessment, including experiencing the assessment from the student's perspective.

The vendor will be responsible for providing annually up to four (4) one-half day regional trainings throughout NH on system use and test administration procedures, to be supplemented by an on-line webinar and other online training materials (e.g., slide deck from webinar, FAQ document). In subsequent years, in-person training sessions may be replaced by a series of webinars.

In addition to the regional training described above, the vendor's response must describe the type and amount of training that the vendor feels is necessary to ensure the administration of the NH assessments (Summative, Formative, Reporting). The vendor's response should address the type of training materials that will be used including narrated PowerPoint web presentations, WebEx or other similar webinar tool, or videos, in addition to hard copy documents.

The vendor's response must propose recommended methods and procedures for ensuring that test coordinators, test administrators, and technology coordinators have accessed the relevant training materials, have participated in and completed the required training, and/or are certified to fulfill their responsibilities in administering the assessment.

Topic 13.1 Teacher Directions

The vendor shall develop and produce teacher's directions for each assessment per administration. The teacher's directions shall contain specific instructions for the administration of each grade level and/or content area per assessment. The teacher's directions shall include information related to test administration including but not

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limited to, test security, the timing of tests and/or subtests, and the number of items on each assessment part.

A script for the administration of each content area shall be included to ensure consistent and appropriate directions are given to students to begin the test. The teacher's directions shall be reviewed prior to each administration and revisions shall be made to reflect changes related to the program. Directions shall be provided electronically.

Topic 14 Practice Tests and Student Materials

The vendor shall provide practice tests for each of the Summative Assessment Components bid. Sufficient opportunity for students to become familiar with and comfortable in the online testing environment prior to testing is critical to ensuring validity and allowing students to demonstrate what they know and are able to do.

A key purpose of the practice tests is to allow students to experience and become familiar with the computer-based test experience prior to testing.

- The practice tests will include all item types and/or response formats that a student may encounter during testing.
- The practice tests will include all support and accessibility features and functionalities that a student will have access to during testing.
- The items on the practice tests will include a range of content, depth of knowledge, and rigor.
- The practice test should require approximately 30 minutes, but no more than 45 minutes, for students to complete.
- Student scores on each item should be provided to students at the conclusion of the practice test.
- The practice tests will be updated, as needed, to incorporate new item types, response formats, or other assessment features and functionalities.

In addition to the practice tests, the vendor's response should describe written materials, online tutorials, or other supports that may be developed to ensure that students are prepared to function within the online testing environment.

Topic 15 Software Implementation Training

The vendor will provide a detailed summary of proposed training approach to include:

- Recommended training approach (instructor led vs. computer based)

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- Training evaluation tools
- Training coordination
- Description of training materials and plans for revision
- Training timeline

Topic 15.1 Training and Professional Development

Training and support for the NH assessments shall be provided by the vendor to NH educators as needed for each assessment component. The vendor must include in its proposal a detailed plan of action and timeline that describe how and when each of the training and support tasks will be accomplished.

Topic 15.2 Technology Director Training

The vendor shall describe its training plan for district technology directors. This training may include training on the operation and features of the online assessment system. It may include training on the physical and electronic security of assessments, system requirements for implementing the online assessment and troubleshooting of technology issues at the school or district site. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The vendor shall discuss the role NH DOE will have in previewing each training session and webinar.

Topic 15.3 Assessment Administration Training

The vendor shall describe its assessment administration training plans for district test coordinators and test administrators. This training may include how to sign up for the interim assessment program, as well as how to enroll students in the summative assessment. Training related to the actual test administration should also be discussed. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified. The vendor shall discuss the role NH DOE will have in previewing each training session and webinar.

Topic 15.4 Assessment Results Training

The vendor shall describe its plans for providing educators with tools to evaluate and analyze assessment results in order to make informed instructional and programming decisions. Training may include a visual as well as oral presentation and may include other types of interactive technology. The delivery mode for these activities must be identified.

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The vendor shall discuss the role NH DOE will have in previewing each training session and webinar.

Topic 15.5 Online Training Support

The vendor shall describe its plan to provide training and customer support specific to online assessment. The description should include training with an easy to understand set of directions, including screenshots, for operating the online assessment software. The vendor may also include other beneficial training materials in its response such as e-learning modules and online tutorials for users.

D1.5 Assessment Scoring, Analysis and Equating

The vendor is responsible for the accurate and efficient scoring of all items on the NH assessments. The vendor's response must include a description of the methods used to ensure and verify that each student's response has been captured and scored accurately.

The NH DOE is interested in providing real time scoring to students and teachers for the interim assessments. The efficiencies of automated and artificial intelligence scoring must be maximized.

Topic 16 Machine Scored Items

The vendor's response must include a description of their experience scoring all item types proposed for use on the NH assessments as well as a detailed description of the methods that will be used to ensure and verify the accuracy of scores from each type of item.

The vendor's response must include a description of type of information that will be collected and available to states related to scored student responses, particularly for items that require students to generate a response, make multiple selections, or have complex scoring algorithms.

Topic 16.1 Automated Scoring of Student-Generated Responses

The vendor's response should address the current and near-term feasibility of using automated scoring to score student-generated text responses of varying lengths (e.g., single word, 1-2 sentences, paragraph, and extended essay). In addition to issues related to technical quality and accuracy of scoring, the vendor's response should

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address, if applicable, issues such as cost, development time required, testing time required, and impact on the breadth and depth of content coverage on the assessment.

The vendor must indicate in detail its experience in developing or using artificial intelligence (AI) software in scoring student responses. The description shall illustrate the vendor's experience with using AI scoring for each of the proposed item types, as well as limitations to the use of the vendor's artificial intelligence scoring engine for each of these item types. This includes past and current projects, the software used in each, the manner in which the vendor proposes to use its software for this assessment component, the issues that it anticipates in using its software in NH, as well as the areas in which it anticipates that its software will not be effective. The vendor shall describe how its AI engine functions, including how it is trained in relationship to content. The vendor shall provide its projected plans, if any exist, for improving its AI scoring capacity, including a description of why the company believes that this is a realistic goal. This description shall include specific time frames and must be considered within the context of the projected online implementation schedule of each content area in the summative assessment component.

For all constructed response items it is proposing to bring to the NH Assessment System, the vendor shall present its current procedures for development and selection of training papers for scoring of constructed response items and training of the artificial intelligence scoring system. The vendor shall also present its plan for development and selection of training papers for scoring of constructed response items and training of the artificial intelligence scoring system for items developed specifically for NH. The role, if any, of NH educators in validating the rubrics and scoring of the training papers should be discussed.

Topic 17 Analysis and Psychometric Support

The vendor is responsible for designing and conducting all analyses necessary to report student, school, district, and state results from the NH assessments and for ensuring that the NH assessments meet standards of technical quality for high-quality state assessments. In particular, the vendor is responsible for designing and conducting all analyses necessary to provide evidence that the assessment program meets relevant U.S. Department of Education Peer Review requirements.

The vendor shall describe how the different types of scores it is proposing, individual scale scores and subscores, will be produced and verified. The vendor must include scores produced strictly on items which are computer-scoreable and scores produced

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based on a combination of the computer-scored and hand-scored items. The limitations in interpretation of both of these scores must be discussed.

The vendor shall also describe how the Interim Assessment reports will provide predictive information regarding expected performance on the summative assessment. The timeline for providing this information must be discussed.

Topic 18 Calibration and Scaling

The vendor will calibrate test items and develop a scale(s) for each of the NH assessments using appropriate item response theory model(s).

The vendor's response must propose a recommended model(s) for item calibration and scaling and provide a rationale for the recommendation that includes:

- A discussion of the benefits/advantages and limitations of the proposed model(s);
- Its appropriateness for the type of items that will be included on the NH assessments;
- Its appropriateness based on anticipated initial student performance on items aligned to NH Academic Standards for ELA, Math and Science; and
- Its appropriateness for the type of scores that will be reported from the NH assessments.

The vendor's response must identify the software that will be used to perform item calibration and scaling and include a description of the vendor's familiarity and experience with the software. If the vendor is proposing the use of proprietary or open-source software, the vendor's response must include a description of the steps that will be taken to ensure and verify the accuracy and reliability of the software.

Topic 18.1 Calibration Plan

The vendor's response must include a description of how items from the Spring 2018 Field Test will be calibrated and placed on a common scale. The vendor's response should address how a matrix-sampling test design will impact and be accounted for in the calibration process for the Spring 2018 Field Test and future operational test administrations.

The vendor's response must include a description of how embedded field-test items on operational administrations of the NH assessments will be calibrated and placed on NH assessment scoring scales.

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The vendor's response must demonstrate an understanding of the NH DOE's desire to take advantage of the matrix-sampling design to produce school-level results. The vendor's response should address the feasibility of producing independent subscales for particular domains or dimensions within each of the NH assessments.

The vendor's response must include a description of the calibration process and/or established concordance table that will align the student results on the proposed NH Summative Assessments for ELA and mathematics with the current Smarter Balanced reporting scale.

Topic 19 Equating

The vendor will design and conduct all analyses required to equate the NH assessments from year to year.

Topic 19.1 Equating Plan

The vendor's response must include a description of how it proposes to equate the NH assessments from year to year. The vendor's response should address how a common-matrix sample test design will factor into the equating design and also indicate the equating model that will be used.

Topic 19.2 Equating Verification

The vendor's response will include a description of the steps that will be taken to ensure the accuracy of equating results.

The vendor will support an independent real-time review of the equating process, analyses, and results by independent vendor(s), identified by the NH DOE. The vendor(s) will support this effort by providing the consultant(s) with the necessary data files and other materials in a timely manner during the equating process.

Topic 19.3 Equating Report

The vendor will produce an annual report documenting the equating process and results. The report will be available for use by the NH DOE in evaluating and approving the results of the equating process prior to reporting.

Topic 20 Assessment Evaluation – Item Evaluation

The vendor will design and conduct all analyses required to evaluate the quality and performance of all items developed for and/or included on the NH assessments. The vendor's response must include a description of item statistics that will be generated and other analyses that will be conducted. The vendor's response should address how the

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appropriateness of items for all students will be examined and how the use of matrix-sampling may impact item evaluation.

Topic 20.1 Field-Test Item Evaluation

The vendor's response must include a description of the processes that will be used to generate appropriate information to support the evaluation of field test items.

Topic 20.2 Operational Test Item Evaluation

The vendor's response must include a description of the processes that will be used to generate appropriate information to support the evaluation of items that will be used to generate student and school scores and items that will be used to equate tests from year to year.

Topic 20.3 Test Construction Evaluation

The vendor will conduct analyses and provide psychometric support necessary to support the construction of technically sound test forms that meet all of the purposes and intended uses of results from the NH assessments.

The vendor's response should address how it proposes to use item statistics and information from psychometric analyses to support test construction.

The vendor will design and conduct all analyses necessary to produce accurate results student, school, district, and state reports.

Topic 20.4 Additional Assessment Analyses

The vendor shall describe its proposed procedures for assuring that the assessments will be scored in a reliable and valid manner. Reliable and valid scoring for subgroups must also be discussed.

The vendor shall describe its system's capabilities in identifying unusual responses such as those that indicate abuse or potential for student self-harm and in flagging those responses on Interim Assessments for the teacher to review, and on Summative Assessments to notify the NH DOE.

D1.6 Reporting

The vendor is responsible for the accurate and timely reporting of results of the NH assessments. The assessment results are to be reported in a "user friendly" format. The vendor shall describe the process it has used or will use to develop the formatting of the reports.

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The NH DOE is especially interested in reporting approaches that provide actionable information for students, parents, and classroom teachers. The reporting system should be designed to complement instruction and to facilitate the use of assessment results to improve student achievement. Reports should reflect areas of strength as well as areas that need to be targeted for instruction.

The NH DOE is also interested in collecting and reporting annual longitudinal student achievement data for the purpose of measuring growth and setting academic goals. The vendor shall describe the process it has used for collecting, monitoring and reporting longitudinal growth data and provide sample reports.

Results from the first operational administration will be reported following standard setting.

Complete results from subsequent operational administrations of the NH assessments will be reported in a timely fashion at the completion of testing.

The vendor's response must include a detailed description of the processes that will be used to ensure the production of accurate color reports at the student, school, district, and state levels, including information on quality assurance and quality control procedures that will be used to ensure and verify the accuracy of reported results.

The vendor's response must also include a plan for the design, review, approval, and production of color reports. The plan should describe how the vendor will interact with the NH DOE throughout the design process.

The vendor must discuss the availability of reports in languages other than English.

The vendor will describe and provide examples of the various report forms distributed to students, schools, and districts. It will contain supportive information related to interpreting the test results, including but not limited to: reporting categories assessed and definitions for technical assessment terms.

The comprehensive interpretive guides shall be developed for use by schools and districts and shall be posted on the vendor's information portal and available electronically for the NH DOE, schools and districts to download.

The vendor shall collaborate in the development of the interpretive guides to ensure accurate information related to the assessment design is clearly provided. From the comprehensive guide, a smaller Parent Brochure shall be developed containing information pertinent to student level reports. The parent brochure shall be translated into one or more languages for distribution to non-English background parents as requested by

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the NH DOE. The parent brochure shall be distributed with the printed test scores and posted on the vendor's information portal.

The specifications for the interpretive guides and Parent Brochure include but are not limited to:

- Available in electronic format that is accessible via the Internet.
- Include thumbnails and larger images of selected reports.
- Interpretive guides are developed for the purpose of providing schools and districts with an understanding of the reports that are available.
- Interpretive guides include training information for use of online reporting tools.
- Parent Brochure: developed for the purpose of providing test awareness for parents and students, shall include training information for use of online reporting tools.
- Parent Brochure: provided in print format on a 1:1 ratio to student reports per content area per assessment.

Topic 21 Assessment Scores

The primary student scores reported on each of the NH assessments will be an overall achievement score and performance level. A student's achievement score will be based on her/his performance on all operational items (common and matrix) included on the test form and reported on a vertically scaled learning continuum.

The vendor's response should propose and describe options for the type of additional student scores that could be supported by the proposed design of the assessment.

The NH DOE is interested in providing reporting measures that contain actionable information, such that teachers and parents can use results to connect students with targeted instructional and academic materials that meet and challenge the student's abilities, interests and learning objectives. Should the vendor propose to utilize the scores of a subcontractor that can help identify appropriate reading materials, those costs must be listed as an option.

Topic 21.1 Aggregate School, District, and State Scores

A primary focus of the NH Assessment System is to provide detailed information about student achievement at the school and district level. An intended benefit of the use of

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matrix sampling is the ability to provide more detailed information about performance at the school, district, and state levels than can be provided at the student level.

In addition to aggregate student scores such as mean scaled score and the percentage of students performing at each achievement level, school and district reports should contain detailed information about performance on critical aspects of the NH academic standards.

The vendor's response should describe how matrix sampling will be used to produce reliable subscores that provide useful information and support valid inferences about school and district performance at one or more levels below overall achievement.

The vendor's response should also indicate whether such school and district scores will be reported on their own subscales which can be linked across years to allow comparisons in performance from one year to the next.

Topic 22 Reports

The vendor shall propose a process for the design of reports that includes participation of the NH DOE management team and the NH Content Teams. The vendor's response shall describe the process and procedures that will be used to generate initial design specifications and concepts, to facilitate review and revision, and for the approval of report designs.

The vendor's response should address the feasibility of obtaining external feedback on proposed report designs.

Topic 22.1 Types of Reports

The vendor will be responsible for producing a variety of reports intended for use by a variety of audiences.

Topic 22.2 Student Reports

The vendor will produce hard copy student reports (one per student) that will be shipped directly to schools.

The vendor will also produce a printable, digital version of the student report that may be printed by the district or school.

Topic 22.3 School, District, and State Reports

The vendor will produce school-, district-, and state-level reports in printable, digital format.

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The vendor's response will propose a system for providing schools and districts with efficient and secure access to confidential and non-confidential reports.

Examples of the school-, district-, and state-level reports to be produced include:

- **Rosters** providing individual student-level results at the school or classroom level (dependent upon data available). Rosters may also include item-level results for released items.
- **Summary aggregating results** from the Roster at the school or classroom level. May include school, district, and state comparisons.
- **School Report Package** containing information on school participation and performance including performance level results, use of accommodations, subgroup results as required by the USED and subscore results. The report may also include selected results from the released items, district and state comparisons, and comparisons with previous years.
- **District Report Package** containing the same information as the school report aggregated at the district level.
- **State Report Package** containing the same information as the school report aggregated at the state level.
 - **School Summary Report** providing summary participation and performance information across grade levels tested within the school.
 - **District Summary Report** providing the same information as the school summary report aggregated at the district level.
 - **State Summary Report** providing the same information as the School Summary Report aggregated at the state level.

Topic 23 Data Files

In addition to printable, digital reports, the vendor will provide the information contained in all reports in a data file in an agreed upon format that can be imported into the NH DOE and schools' reporting systems.

Interpretive Material

To the extent possible, all reports should contain embedded information to support and promote the proper interpretation and use of the results provided on the report.

The vendor will also propose the development of supplemental materials to assist in the interpretation and use of NH assessment reports by the parents and students, local educators, and the public.

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Interpretive materials will be developed in digital form for web-based delivery. Vendors may propose options for printable text materials as well as materials in other media such as videos or interactive graphics.

The vendor will also support two in-person reporting workshops following the first two operational administrations of the NH assessments.

D1.7 Standard Setting

Student results from the NH assessments will be reported according to performance levels. Details on the number and names of performance levels will be determined during 2017-2018.

The vendor shall describe its standard setting methodology for summative and interim assessments. Use of empirical data, including summative data, as well as the any inclusion of NH educators in the process must be discussed.

The vendor's plan to ensure continuity between grade levels must be described.

Cut scores indicating the level of student performance required to attain each performance level classification will be determined in the summer following the first operational administration of the NH assessments.

The vendor shall recommend methods of validating cut scores across time, including approaches to revising as evidence indicates. In addition, the vendor shall suggest how to approach communication with the field regarding potentially changing cut scores.

The vendor will support the NH DOE in all activities related to establishing performance standards for the NH assessments. Major activities that are the responsibility of the vendor are described in the tasks that follow.

Topic 24 Performance Levels

The vendor will be responsible for proposing, organizing, and supporting a process for supporting the NH DOE in determining the number and names of performance levels appropriate for the NH assessments. Such performance levels shall be set, at a minimum, to meet federal assessment reporting requirements.

The vendor will be responsible for proposing, organizing, and supporting a process for developing appropriate performance level descriptions for the NH assessments.

The vendor's response will include a description of the processes that are proposed to determining the number and names of performance levels and then to develop

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appropriate performance level descriptions. The vendor's response should include a timeline of major activities and/or milestones in the process.

The vendor will be responsible for all costs associated with proposed meetings, including expenses, stipends and/or reimbursement costs for external panelists. Vendors should use \$150 per day per panelist for stipends/substitute reimbursement when budgeting for these meetings.

Topic 25 Cut Scores

The vendor will be responsible for proposing, organizing, and supporting a process for determining performance level cut scores (i.e., thresholds) on each of the NH assessments.

The vendor's response will propose a standard setting method that is appropriate for use with the NH assessments. The vendor's response will include a rationale for the use of the proposed method and will address how the method will be applied with the matrix-sampled design of the assessments.

The vendor's response will include a description of the processes and procedures necessary to implement the proposed standard setting method. The vendor will be responsible for all costs associated with standard setting meetings, including expenses, stipends and/or reimbursement costs for standard setting panelists. Vendors should use \$150 per day per panelist for stipends/substitute reimbursement when budgeting for standard setting meetings.

The vendor's response should describe the role of the states in setting performance level cut scores before, during, and after any proposed standard setting panel meetings.

Topic 26 Standard Setting Report

The vendor will prepare a report describing and documenting the entire Standard Setting Process. The report will be delivered in digital format no later than one month following the completion of the standard setting process.

Topic 26.1 Standard Setting Validation

The vendor's response should include a plan for conducting analyses to validate the performance standards following the second operational administration of the NH assessments.

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D1.8 Reporting Portal

The NH Assessment Reporting Portal should provide a platform that seamlessly integrates data from state summative and interim assessments, providing stakeholders with a user-friendly interface that increases access to results. The NH DOE prefers a system that would allow users to customize particular aspects of their individual dashboard profiles. The vendor should describe the features of its Reporting Portal, including the extent to which its system includes the preferred features. The system must be designed to allow the state access to high level information and would ideally allow students and parents to access detailed information. In addition, educators, school administrators and district administrator roles must be included. For costing purposes included in the *Pricing Model*, state costs for making the system operable to the educator level should be provided.

Vendors may choose to provide a separate *Pricing Model* for a parent portal option and a separate *Pricing Model* for student portal option.

The optional parent portal should provide parents with a user- friendly platform that allows them to access their child’s assessment results, as well as other classroom and school information. The vendor shall indicate whether or not its system includes features for parents. The vendor shall describe the parent- related features of its dashboard system, including the extent to which its system includes the preferred features. Pricing for the parent portal should be included separately as an option.

Vendors may describe how the student portal will allow for students to customize their individual pages. Pricing for the student portal should be included separately as an option.

D-2 CORPORATE OVERVIEW AND PROJECT MANAGEMENT

D2.1 Corporate Qualifications

Topic 27 Corporate Overview

See Appendix E

Topic 28 Vendor Experience

The vendor must present a description of corporate capabilities. The vendor shall provide the company’s history, including the number of years that it has been in business, buyouts, takeovers, IPO’s, bankruptcies, litigations and claims, etc. within the last five (5) years, or for that period which the firm has been in business, if less than five (5) years. Situations arising in

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assessed liquidated damages (LDs) must be described with their resolution, along with the amount of the LDs or provided additional services.

The description shall also identify the number of employees in the company and the company's location(s), including any presence in New Hampshire. The overall capacity of the vendor's organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be discussed.

The description shall also outline the vendor's overall position in the State assessment market, including the length of time, states served, addition/loss of states over the past five (5) years.

A general description of the vendor's capabilities and capacities related to development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities shall be included. Responses must demonstrate that the vendor meets, at a minimum, the mandatory qualifications presented at the beginning of this component.

Specific examples of the vendor's work products such as test and item specifications, items, forms, technical manuals, research reports, technical services, etc. should be identified under the relevant requirements and specifications and provided in attachments as appropriate. NH DOE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.

Topic 28.1 Relevant Experience

In tabular format, the vendor shall provide a listing and descriptions of all work in similar projects that it and its proposed subcontractors have carried out or are carrying out for other clients. The table shall include client, program name, content area, grades, administration mode (paper-pencil or computer-based), use of scoring (human and artificial intelligence), length of contract and number of students.

For computer-based testing, the vendor shall include the total number of tests administered and the highest number of on current testers. For each such project, the vendor must provide the name of the state or other organization, name of client contact person, this individual's telephone, email and fax numbers, and e-mail address

Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor Proposed Software

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Components that constitute the vendor's proposed software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.

D2.2 Project Management

The vendor will be responsible for the effective and efficient management of the project. The vendor's response must include a description of the procedures and processes that will be used to ensure the effective and efficient management of the project. The vendor's response should address areas such as scheduling, communication (internal, with the states, with districts and schools), and coordination across tasks and parties.

Throughout this document, the terms "vendor" and "vendor(s)" are also assumed to include subcontractors where appropriate and applicable. If the vendor proposes to subcontract any part of the work, the vendor's response must refer to the subcontractors where appropriate. Within the relevant requirements and specifications, a description of each proposed subcontractor's role in the project, qualifications to perform that role, management structure, key staff assignments and qualifications of assigned staff shall be included.

If the vendor has discovered fault with a subcontractor named in this RFP, the vendor has the obligation to inform NH DOE immediately and the appropriate steps must be taken by either the subcontractor or the vendor to correct the problem prior to that problem resulting in substandard performance or non-compliance. The vendor shall remain responsible for the performance of its subcontractors.

Topic 29 Management Team

The vendor shall provide a list of key staff, including but not limited to, the program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, technology lead, special populations consultant, scoring manager(s), production manager(s), and publication staff, as well as all staff assigned 0.20 FTE or greater to each component. Each staff member's assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.

The vendor shall affirm in the response to this request for proposal that should the contract be awarded, all key personnel proposed shall be released from any concurrent responsibilities that would impede their availability to assume the work as proposed.

The vendor shall assign one person to function as the **Program Manager**. That person must be responsible for all activities required by the project and will serve as the main contact

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person between the vendor and NH DOE. The Program Manager shall have the authority to make decisions and commitments on behalf of the vendor, subject to NH DOE approval.

NH DOE requires that a **Technology Consultant** be identified. This individual shall be responsible for a number of tasks, including but not limited to, assisting NH DOE and the districts with the transition to assessment system; working with NH DOE information staff to ensure the accurate and efficient transfer of data to and from NH DOE; creating, defining and reviewing file layouts; providing assistance in the verification of demographic data; and assisting NH DOE and district assessment coordinators with the use of vendor websites and functionality.

NH DOE reserves the right to interview and approve all key staff including subcontractor staff. Throughout the life of this contract, and any extensions, changes to the assigned program manager, program coordinator, lead psychometrician, content development lead, content specific area lead, special populations consultant, and technology consultant, except for those resulting from separation of services, will require prior written consent by NH DOE. In the event that NH DOE requests removal of specific vendor personnel, the vendor shall provide acceptable replacement(s) with no impact to the project. Replacement(s) shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by NH DOE.

All personnel who will work on-site at NH DOE or school sites may be required to be pre-approved for site access via a criminal background check paid for by the vendor.

Topic 30 Staff Qualifications and Experiences

Qualifications of all key personnel shall be presented in the vendor's proposal, including subcontractors. Supporting resumes outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

NH DOE requires a **psychometric team that** will not only execute routine functions, but will also be able to provide a sophisticated level of expertise to guide the psychometric decisions that will need to be made and re-evaluated as the program evolves. The expectation is that the team will be able to provide psychometric options with strengths and challenges and its recommendations along with rationale. In addition, especially in the event of unexpected challenges, the team must include someone with both extensive experience and psychometric knowledge, as well as the decision-making authority to quickly address and remedy the situation.

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For all meetings involving educators, the vendor must indicate the qualifications of the facilitators. General qualifications for training and meeting facilitators must be included in the response to this request for proposals. Facilitators must be familiar with best practices, as well as state and federal laws, procedures and regulations concerning assessment. As applicable, facilitators must also be familiar with academic instruction of students and the educational and assessment landscape. Facilitators must be able to clearly articulate spoken English and create easily understood written materials and visual training aids. Facilitators must have demonstrated experience in leading large-group trainings including webinars and meetings as fit their responsibilities.

Organizational charts, including identification of Program Manager and key personnel, for the vendor as a whole and for the NH DOE project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the vendor's departments and subcontractors, where appropriate.

The vendor shall also describe its escalation process for resolving any vendor/client disagreements.

The Program Manager directly in charge of overseeing the NH project shall be identified. This manager shall be available both during and outside of normal business hours to assist with any urgent situations. Contact information for this individual shall be provided at the time of contract award.

Changes to the assigned Program Manager, except for those resulting from separation of services, require prior written consent by NH DOE. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by NH DOE.

Qualifications of key executive personnel must be presented. A supporting resume outlining education/training, employment history, and experience in conducting work similar to what is expected under this contract shall be included as an appendix.

The vendor shall fulfill this requirement and all requirements listed in Appendix E and Appendix H

D2.3 Project Plan

The vendor shall describe the planned project management activities as they pertain to the three phases, planning, implementation, and operations. In addition to addressing the components listed in *Appendix D2.3 Work Plan*, the vendor shall provide an example of status reports prepared for another similar project. Names of the project and of any individuals involved may be removed. **Topic 31 Work Plan**

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The State requires vendors to present a thorough project Work Plan in the proposal addressing all work offered in their proposal. The State will evaluate the proposed project Work Plan contained in the Proposal to determine how well it will serve the needs of State Project leaders.

The State sees a Work Plan as essential to reaching a comprehensive agreement with a vendor. Consequently, the State will seek to refine the proposed Work Plan during contract finalization with the selected vendor and to incorporate the refined Work Plan by reference into a contract. In addition, the State will require the selected vendor to update the Work Plan in consultation with the State during the term of the project.

Topic 31.1 Preliminary Work Plan

Provide a preliminary Work Plan for the planning and implementation phases of the engagement. The vendor's preliminary proposed Work Plan includes a description of the schedule, tasks, deliverables (with pricing), major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and vendor team members). Include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular provide information about staffing. Identify and discuss the following:

- All assumptions upon which the work plan is based;
- Descriptions of recommended roles by activity and time required for both State and vendor members of the project team;
- Assignments of members of the vendor's team identified by role to specific tasks; and
- Critical success factors for the project.

The vendor Work Plans should include information pertaining to resource allocation, update frequency, financial check points and a graphic overview.

Topic 31.2 Project Plan and Schedule

Proposals shall include a detailed schedule reflective of the Work Plans that describe how each of the requirements and specifications described in the proposal will be accomplished. The schedule shall at a minimum identify the tasks, subtasks, beginning date, end date and the party/functional group responsible for each step in the process. The schedule must be included as a separate attachment to the proposal.

The proposed plans and schedule shall clearly identify and include:

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- Key activities related to the field (ordering of materials, receipt of materials, test dates, return of materials, demographic clean-up window, release of individual student scores, final individual student, school and district score file release, and receipt of paper reports)
- Key transfer dates between the vendor and NH DOE related to development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities.

At the beginning of the project and by the beginning of each fiscal year, the vendor will develop a detailed project plan and schedule for the coming fiscal year.

Activities related to the development for the next year's assessment and reporting for the prior year's assessment must be clearly distinguishable from activities related to the current year's assessment.

Joint review of this schedule followed by NH DOE's approval for the first contract period should occur within two weeks of the contract award. The vendor and NH DOE shall mutually agree upon final dates. Joint monitoring of the schedule shall occur on an on-going basis. The vendor shall ensure that all schedule adjustments allow for final deliverable dates to be met. If necessary, timelines and schedules may be revised with prior approval of NH DOE and an executed contract amendment for all deliverables subject to liquidated damages.

A revision of a timeline on the part of the vendor exempts the vendor from meeting a contractual deadline only if (1) the vendor and NH DOE mutually agree upon and document through a contract amendment an extension of the deadline as executed through a contract amendment or (2) the vendor is able to prove that the deadline was not met due to NH DOE's failure to meet a contractual deadline resulting in the vendor's inability to adhere to the schedule for delivery of products and services.

The vendor shall alert NH DOE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date.

NH DOE must be notified whenever the New Hampshire contract is included in vendor's internal meetings focused on programs at-risk.

For the contract beginning after July 1, 2017, the review of the schedule should occur within the first two weeks of the initial contract. For each following contract year, by May 1, the vendor shall provide an updated detailed Work Plan and project schedule that specifies all activities leading to products or services deliverable to either NH DOE or local school districts for the following assessment year.

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The development of the project plan and schedule will follow a review of the current project status and contract specifications by the vendor and NH DOE. Any foreseeable changes to contract requirements and/or costs will be discussed and agreed upon during this process and reflected in the project plan and schedule.

Topic 32 Management Meetings

The vendor will be responsible for organizing and supporting regular management meetings with the NH DOE project management team. The vendor will be responsible for costs associated with management meetings.

An initial two-day, in-person management meeting will be held shortly after the contract is awarded. Participants will include key vendor staff and State project leaders. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Additional meetings shall include:

- Status Meetings: Participants will include project leaders from the vendor and the State. These meetings, which will be conducted at least twice monthly, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the vendor will serve as the basis for discussion.
- Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.
- In Year 1 of the project, weekly phone calls between pertinent NH DOE staff and the vendor's Program Manager and other key vendor staff shall be held between in-person project meetings to keep NH DOE current on project status, discuss issues as they arise, and to plan upcoming activities.
- Exit Meeting: Participants will include Project leaders from the vendor and the State. Discussion will focus on lessons learned from the Project and on follow-up options that the State may wish to consider.

The vendor shall include the following when describing the meeting process:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.

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

Vendor shall submit reports in accordance with the schedule and terms of the contract. All reports shall be prepared in formats approved by the State. The vendor's project manager shall produce reports related to project management as reasonably requested by the State. Vendor shall produce project status reports, which shall contain, at a minimum, the following:

- Project status as it relates to Work Plan
- Deliverables status
- Accomplishments during weeks being reported
- Planned activities for the upcoming two (2) week period
- Future activities
- Issues and concerns requiring resolution
- Report and remedies in case of falling behind schedule

Topic 33 Project Communication

Effective and efficient communication is critical to the operation of the project.

The vendor will propose a communication plan to ensure effective communication among key project stakeholders.

Topic 33.1 Ongoing Communication

Communication between the vendor and NH DOE personnel is essential. Telephone calls, telephone conference calls, emails, overnight courier service, facsimile correspondence, and other communication procedures will be at the vendor's expense.

Toll-free numbers shall be provided by the vendor for telephone communication including conference calls and webinars.

The vendor shall make all written communication or summaries of communications with any subcontractor(s) identified in this proposal available to NH DOE at its request. In addition, NH DOE expects to be able to participate during all appropriate and applicable

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meetings and trainings between the vendor and any subcontractor(s) identified in this proposal.

Topic 33.2 Timeliness of Communication

The Program Manager shall return calls from NH DOE staff and respond to email messages within 24 hours. If the Program Manager is not available to take calls and return messages, NH DOE shall be notified in advance. In the event that the Program Manager is not available, the vendor shall notify NH DOE as to whom to contact in his or her absence, and shall provide contact information for such individual. The vendor shall confirm its agreement to meet this requirement.

The vendor's response should address any technology that will be proposed to support effective communication, any regular written communication or reports that are proposed, and processes and procedures that will be taken to monitor and evaluate the effectiveness of project communication.

Topic 33.3 Monthly Reports

The vendor shall provide a monthly report that summarizes actions taken, issues that arose, issue resolution that occurred, outstanding issues and when they will be resolved, upcoming deadlines, work that will occur in the next month and beyond, and so forth. These reports shall be sent monthly to NH DOE by the third business day of the following month.

Topic 34 Program Improvement Plans

For each phase of the program including development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities, the vendor shall provide a report that addresses the relevant phase by detailing the activities completed and by providing recommendations for improvement for the next assessment cycle. The report shall also detail errors, problems and/or discrepancies by district and by school. The report will allow NH DOE to detect any patterns in the errors, problems, or discrepancies noted in the report and to use that information to clarify instructions in the Assessment Administration and/or Coordinator Manuals. This report shall be completed within one month of completing the relevant phase.

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Topic 35 Risk Management and Quality Assurance

The vendor shall provide a detailed description of the proposed approach to timely identification and effective action on issues and risks.

Vendors shall specifically address timeline issues, risks, and mitigation and contingency plans for all aspects of the project. These plans should include:

- Description of the proposed approach to managing risks and issues.
- A sample tracking document.
- Methodology to ensure that the State staff is involved in the process.
- Description of known risks and proposed steps to mitigate them.

Additional details may be provided in the response to relevant requirements and specifications. The vendor should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, reporting and psychometric activities of high-visibility assessments.

The vendor should submit sample risk assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This risk assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance in all aspects of delivering large-scale, statewide assessments – including test development, production, shipping and receipt, administration (of paper-based and online assessments), scanning, scoring (human and artificial intelligence), data processing, and reporting.

D-3 PROJECT EXECUTION

D3.1 Implementation and Operation

The vendor shall provide a detailed description of the roles and responsibilities of vendor staff and State staff during pre-implementation, Implementation, and operational phases of the engagement. The description shall include the amount of time required of each staff member and when their time is needed during the implementation and operational phases of the project.

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Topic 36 Implementation Approach

The vendor shall provide one or more feasible implementation plans and user readiness. For each plan provided:

- Identify timeframes for major milestones.
- Discuss cost implications of the plan, including impact on maintenance fees; and
- Address the level of risk associated with the plan.

Topic 37 User Acceptance Testing

The vendor shall provide a detailed description of the support the vendor will supply to assist State during user acceptance testing of the configured System for New Hampshire.

State staff will conduct Acceptance Testing, but support from the selected vendor is required. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- Include the time the State will need to complete User Acceptance Testing of a component.
- Include a description of the support will be provided to prepare State staff during Acceptance testing.
- Include the preparation required for testing the configured Software.
- Include the documentation that will be available to the testing team for the configuration.
- Include any defects likely to be encountered. This information should be based on previous experience and include metrics from other projects to support the response.
- Include time frames for investigation of planned or suspected defects.
- Include time frame for defect correction.
- Provide a sample User Acceptance Test Plan from a completed project as an appendix.

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D3.2 Ongoing Operations

Topic 38 Help Desk Support

The vendor shall provide a detailed description of support available to the State to help them with the process of uploading and receiving files and other aspects of data validation and correction. The vendor shall:

- Describe support for the State to assist with the process of uploading files and receiving files. Include hours of operation, response times, problem classification, and escalation procedures.
- Describe your electronic problem tracking process and tools used.
- Describe how user account management will be handled.
- Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- Describe how are support and maintenance issues are tracked detailing methodology and if any additional software is required.
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls
- Detail the plan for preventive maintenance and for upgrade installations
- Detail the types and frequency of support tasks required

Topic 39 Support Center

The vendor's response must describe processes and procedures used to ensure timely and accurate assistance; measures used to monitor and document the efficiency and accuracy of the service provided; expected standards for performance and customer service (e.g., wait time, quality of service); and procedures to measure customer satisfaction with the services provided.

The vendor's response should address the processes, procedures, or systems that will be used to ensure that all interactions with districts and schools are documented and maintained in a system that allows for efficient access and review.

The vendor's plan for maintaining a support center must meet the requirements described below.

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The vendor will provide for provide customer support to districts and schools throughout the registration, testing, and reporting cycles, with an emphasis on service provided at key periods such as registration of students and test administration.

1. The vendor will guarantee that help desk staffing will increase and/or decrease based on call volume and wait time/caller. When staffing increases/decreases will be determined in consultation with and with approval from the NH DOE management team.
2. The vendor will provide help desk and technical support via toll-free phone, e-mail, and/or other online methods Monday through Friday from 7:00 a.m. EST/EDT through 5:00 p.m. EST/EDT. This includes a dedicated technical support line for NH districts, schools, and state representatives.
3. The vendor will provide tiered levels of customer support to district and school administrators and educators. The vendor and states will agree upon the type of questions and issues that will be addressed by the vendor, what actions the support center and other vendor staff will take to resolve and/or answer those questions and issues, and the type of questions and issues that will be forwarded to the NH DOE for resolution. Support center staff must have the ability to reopen accidentally closed tests.
4. The vendor will ensure that all support center staff and other vendor staff are qualified and have been trained to provide the level of support required by their position.
5. The vendor must develop a Service Level Agreement (SLA) to ensure that the system specifications, performance, and support are appropriate and acceptable. The SLA should have Level 1 (basic level), Level 2 (intermediate level), and Level 3 (technical level) services. The SLA and support processes, shall include at a minimum the following:
 - Availability;
 - Reliability;
 - Latency;
 - Disaster recovery plan;
 - Server backup plan;
 - Recovery point objective;
 - Issue resolution times;

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- Maintenance windows;
- Service reporting;
- Support hours;
- Support contact information;
- Escalation;
- Errata notice template suitable for electronic posting and distribution (subject to state approval); and
- Change management.

The vendor must include a plan for timely electronic notification to district and school administrators and test administrators through email, posting a notice on the online system, and/or direct calling, of any issues affecting test administration.

The vendor must develop an errata notice template that includes a description of the issue, the timeline for resolution, and any required actions that need to be taken by district or school administrators and/or test administrators.

Topic 40 Technical Reporting

The vendor will produce and maintain adequate documentation of all technical processes, procedures, and analyses conducted on an ongoing basis throughout the registration, testing, and reporting cycles. One purpose of the documentation will be to enhance quality assurance and quality control. The technical documentation will be produced in a format that is accessible to the NH DOE and conveys useful information to the NH DOE about the technical quality of the assessment program.

Topic 40.1 Technical Report

The vendor will design, develop, and produce an annual Technical Report that documents and provides the necessary evidence to demonstrate the quality of the technical processes and procedures related to the design, development, administration, and reporting of results from the NH assessments. As appropriate, the annual Technical Report must also provide evidence that the planned processes and procedures were implemented for the given year.

The Technical Report is one piece of evidence produced to demonstrate that each of the NH assessments and the assessment program as a whole serve their intended purposes and meet accepted professional standards for educational testing.

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The NH DOE will approve the table of contents, design, and format for the Technical Report.

The annual Technical Report will not replace or fulfill the general requirement of ongoing technical documentation of the NH Assessment Program or for task-specific technical documentation specified in this RFP.

A final draft of the annual Technical Report will be delivered to the NH DOE no later than three months following the release of assessment results from operational assessments or three months following the completion of the administration of the Spring 2018 Field Test.

The annual Technical Report will be delivered to the NH DOE in a digital format suitable for posting and distribution through the NH DOE website.

The vendor's response must include a Technical Report that it has prepared for a large-scale state assessment program. If applicable, a link to a publicly available Technical Report can be provided in the vendor's response to fulfill this requirement.

Topic 41 Technical Advisory Committee

The vendor will support two meetings per year of a NH Assessment System Technical Advisory Committee.

The vendor will be represented at the meetings by the project director, lead psychometrician assigned to the project, and additional staff as needed based on the agenda for the meeting.

The NH DOE will select members of the Technical Advisory Committee and will be responsible for facilitating all meetings of the Technical Advisory Committee.

The vendor will be responsible for all activities related to planning for the meeting and for all costs associated with the meeting and activities, including reimbursements and payments made to TAC members.

D-4 PRICING

Topic 42 Pricing Model

The vendor shall provide a detailed description of the *Pricing Model* for the proposed solution that addresses the following components:

- Fixed prices;
- Recurring prices;

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- Price per transaction;
- Price per batch;
- Implementation pricing;
- Operations pricing;
- Transition services pricing; and
- Other applicable prices.

The vendor shall include all components found in **Appendix F. and D-5 ASSURANCE AND TRANSITION.**

Topic 43 Quality Control and Sign-Offs

Reviews and signoffs for all deliverables shall be documented and available to NH DOE upon request. The vendor shall document the steps, timeline, and staff involved in the quality control procedures for each phase and deliverable of the project.

Topic 44 Invoices

The vendor shall submit invoices according to the procedures and requirements set forth by NH DOE. It is expected that the payment schedule for this contract will be four quarterly and one final payment for the services performed and deliverables provided during each period. The fiscal year for the State of New Hampshire runs from July 1 to June 30. The last invoice for each fiscal year must be received by June 15. The final invoice for each assessment cycle must be provided by September 1.

Topic 45 Transition

Proposals must include an end of service transition plan detailing the transfer of relevant assessment documents and materials. An organized transition that ensures the continuity of the state assessment program is of the essence. The Transition Plan must address the transfer of materials, both pre-existing and newly developed, from the vendor to NH DOE or another vendor upon termination or expiration of the contract.

The vendor shall assist NH DOE with all activities required to transfer all assessment documents and materials during the transition phase. Draft transition plans shall include procedures for the transition of documents and materials.

The vendor shall ensure that all relevant documents and materials, including but not limited to those identified in the following list are transferred efficiently among NH DOE, the current vendor, and NH DOE's future vendor(s):

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- Test development - all critical documents and materials used in the test development process;
- Item and test specifications – all item format details, test map requirements, test blueprints, and technical reports;
- Test books –all paper and electronic test booklets and electronic answer documents from previous test administrations; test maps for each form from the previous year’s administration with keys and metadata;
- Passages and artwork – all photocopies of the original passages with source documentation, copies of contracts, original electronic art files and applicable permission information;
- Item bank, item and test statistics – all item-level metadata and previous usage statistics, available test-level statistics, previous anchor range finding papers, rubrics, constructed-response materials such as training material protocols, previous operational and field test usage of each item year and form item position status;
- Program administration - all critical documents and materials used with the test administration process;
- General program documentation –all critical documents and materials used for general program documentation and summary reports;
- Reports –sample copies of all reports provided to districts and schools;
- Manuals/guides –sample copies of all guides and manuals (hard copy and electronic versions) for the operational test administrations, and copies of all electronic materials posted on the state website during the operational test administration;
- Scoring information - all critical documents and materials used in the scoring process;
- Scoring/reporting specifications – all documentation regarding scoring rules, aggregation rules, roll-up algorithms, and tables used to calculate student, school, district, and state results;
- Psychometric and related assessment information required for the program - all critical documents and materials used for psychometric analyses and related procedures;
- Professional development – all critical documents and materials used for professional development;

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- Editing Specifications – all documentation that outlines how the state would like answer documents edited during the scanning process
- Equating data files –all documentation that outlines layouts for files including item statistics, master file, pre-id, school/district score data and state-level score data;
- Performance scoring specifications – all training papers, anchor sets, calibration papers, rubrics, and constructed-response scoring rules; previous year’s score distributions for each item and historical reader agreement rates;
- Technical reports and other validity and reliability reports - all electronic copies of past technical reports produced by the previous vendor and electronic copies of any other reports that discuss the validity or reliability of the assessments;
- Project plan - all documents that outline the tasks/deliverables and corresponding schedule for those tasks/deliverables;
- Schedules - all previous project schedules containing dates/durations for the following tasks:
 - Developing items, forms, and materials
 - Enrollment and pre-identification
 - Receiving and scanning
 - Scoring and reporting
- Packaging specifications - all documentation concerning packaging algorithms and shipping points; and
- Print specifications - all spreadsheets detailing print specifications for test booklets, scannables, answer documents, labels, envelopes, and manuals.

Draft Transition Plans shall include procedures for the transition of documents and materials related to the following:

- Program administration - The vendor shall ensure that all critical documents and materials used with the test administration process are transferred efficiently between NH DOE and/or vendors.
- Test development - The vendor shall ensure that all critical documents and materials used in the test development process are transferred efficiently between NH DOE and/or vendors.

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- Scoring information - The vendor shall ensure that all critical documents and materials used in the scoring process are transferred efficiently between NH DOE and/or vendors.
- Psychometric and related assessment information required for the program - The Vendor shall ensure that all critical documents and materials used for psychometric analyses and related procedures are transferred efficiently between NH DOE and/or vendors.
- General program documentation – The vendor shall ensure that all critical documents and materials used for general program documentation and summary reports are transferred efficiently between NH DOE and/or vendors.
- Professional development – The vendor shall ensure that all critical documents and materials used for professional development are transferred efficiently between NH DOE and/or vendors.

The vendor must describe the process for the safe handling of State data during the transition phase.

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Qualifications are important factors in selecting a vendor and accompanying implementation and follow on support services. To facilitate evaluation of vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each vendor proposed to participate in the Project;
- (2) proposed team organization and designation of key staff;
- (3) individual qualifications of candidates for the role of Project Manager; and
- (4) individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all vendors who will participate in the project. Vendors submitting a proposal must identify any subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The vendor submitting a proposal to this project must provide the following information:

E-1.1.1 Corporate Overview

Identify the proposed role of the firm on the project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of project implementation and experience in New Hampshire.

E-1.1.2 Financial Strength

Provide at least one of the following:

- 1 The current Dunn & Bradstreet report on the firm; or
 - 2 The firm's two most recent audited financial statements; and
The firm's most recent un-audited, quarterly financial statement;
- or
- 3 The firm's most recent income tax return

E-1.1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

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E-1.1.4 Prior Project Descriptions

Provide descriptions of no more than three (3) similar projects completed in the last three (3) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire project that participated in the project described.

E-1.1.4.1 Components that constitute the vendor's proposed software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.

E-1.1.5 Subcontractor Information

Vendors must provide information on any subcontractors proposed to work on this project. Required information shall include but not be limited to:

1. Identification of the proposed subcontractor and a description of the major business areas of the firm and their proposed role on the project;
2. A high-level description of the subcontractor's organization and staff size;
3. Discussion of the subcontractor's experience with this type of project;
4. Resumes of key personnel proposed to work on the project; and
5. Two references from companies or organizations where they performed similar services (if requested by the State).

E-2 Team Organization and Designation of Key Vendor Staff

Provide resumes of key personnel proposed to work on the project and an organizational chart depicting the vendor project team. This chart should identify key staff required from the vendor, any subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key vendor staff includes subject matter experts in the following areas:

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A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Worksheet

Append a completed *State Staff Resource Worksheet* to indicate resources expected of organization. Expected resources must not exceed those outlined in Section A 4.2. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

State Role	Initiation	Configuration	Implementation	Close Out	Total
Project Manager					
Technology Consultant					
Position 2					
Position 3					
Position 4					
Position 5					
State Total					

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate’s educational background;
- An overview of the candidate’s work history;
- The candidate’s project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate’s performance on past projects.

E-4 Candidates for key vendor staff Roles

Provide a resume not to exceed 2 pages for each key vendor staff position on the project team. Each resume should address the following:

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- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past projects.

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APPENDIX F: PRICING WORKSHEETS

A vendor's *Pricing Model* must be based on the worksheets formatted as described in this appendix.

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

The vendor must include, within the not-to-exceed for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

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

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Project Status Reports	Written		
3	Work Plan	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Requirements Trace Ability Matrix	Written		
8	Software Configuration Plan	Written		
9	Systems Interface Plan and Design/Capability	Written		
10	Testing Plan	Written		
11	Data Conversion Plan and Design	Written		
12	Deployment and Roll-out Plan	Written		
13	Comprehensive Training Plan and Curriculum	Written		
14	End User Support Plan	Written		
15	Business Continuity Plan	Written		
16	Documentation of Operational Procedures	Written		
INSTALLATION				

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17	Provide Software Licenses, if needed	Written		
18	Provide Fully Tested Data Conversion Software	Software		
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
20	Conduct Integration Testing	Non-Software		
21	Conduct User Acceptance Testing	Non-Software		
22	Perform Production Tests	Non-Software		
23	Test In-Bound and Out-Bound Interfaces	Software		
24	Conduct System Performance (Load/Stress) Testing	Non-Software		
25	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning	Non-Software		
SYSTEM DEPLOYMENT				
26	Converted Data Loaded into Production Environment	Software		
27	Provide Tools for Backup and Recovery of all Applications and Data	Software		
28	Conduct Training	Non-Software		
29	Cutover to New Software	Non-Software		
30	NA			
31	Provide Documentation	Written		
32	Execute Security Plan	Non-Software		
OPERATIONS				
33	Ongoing Hosting Support	Non-Software		
34	Ongoing Support & Maintenance	Software		
35	Conduct Project Exit Meeting	Non-Software		

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F-2 Proposed vendor Staff, Resource Hours and Rates Worksheet

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

Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Manager						
Technology Consultant						
Position #2						
Position #3						
TOTALS						

F-3 Future Vendor Rates Worksheet

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

Table F-3: Future Vendor Rates Worksheet

Position Title	SFY 201X	SFY 201X	SFY 201X	SFY 201X
Project Manager				
Technology Consultant				
Position #2				
Position #3				

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F-4 Software Licensing, Maintenance, and Support Pricing Worksheet

Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet

Software Name	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5

F-5 Web Site Hosting, Maintenance, and Support Pricing Worksheet

Table F-5: Web Site Hosting, Maintenance, and Support Pricing Worksheet

HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee						
Technical Support and updates						
Maintenance and Updates						
GRAND TOTAL						

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APPENDIX G-1 SECURITY

Application Security

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

This shall include but is not limited to the:

- Development of software applications based on industry best practices and incorporating information security throughout the software development life cycle.
- Following change control process and procedures relative to release of code.
- Developing applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- Making available for review and audit purposes all software development processes and certification for application developers on secure coding techniques.

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APPENDIX G-2 TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the system. This shall include planning, test scenario development, data, and system preparation for testing, and execution of unit testing, system integration testing, conversion/migration testing, installation testing, performance, and stress testing, security review and testing, and support of the State during User Acceptance Testing (UAT).

G-2.1 Test Planning and Preparation

The overall test plan will guide all testing. The vendor provided, State approved, test plan will include, at a minimum, identification, preparation, and documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that client training and testing activities not be abbreviated in order to meet project implementation schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their proposals the scheduling assumptions used in regard to the client resource efforts during testing.

State testing will commence upon the vendor Project Manager's certification, in writing, that the vendor's own staff has executed all prerequisite vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving certification from the vendor that the State's personnel have been trained and the system is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the vendor's development environment. The vendor must assist the State with testing in accordance with the test plan and the work plan, utilizing test and live data to validate reports, and conduct stress and performance testing, at no additional cost.

G-2.2 Testing

Testing begins upon completion of the software configuration as required and user training according to the work plan. Testing ends upon issuance of a letter of UAT acceptance by the State.

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Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

Unit Testing	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of software if subsequent integration testing should only reveal errors related to the integration between application components.</p>
System Integration Testing	<p>a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</p> <p>b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</p> <p>c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the vendor supplied software solution.</p>
Conversion /Migration Validation Testing	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly.</p>
Installation Testing	<p>Application components are installed in the system test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.</p>
User Acceptance Testing (UAT)	<p>The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The UAT verifies system functionality against predefined acceptance criteria that support the execution of approved business processes.</p> <p>a.) The vendor's Project Manager must certify in writing, that the vendor's own staff has executed all prerequisite vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</p> <p>b.) The State will be presented with a State approved test plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written certification of the vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities</p>

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	<p>c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new system meets the user acceptance criteria as defined in the work plan.</p> <p>d.) Upon conclusion of UAT and system deployment, the State will issue a letter of UAT acceptance and the respective warranty period shall commence as described in Section H-25.10.1: Warranty Period.</p>
<p>Performance Tuning and Stress Testing</p>	<p>Vendor shall develop and document hardware and software configuration and tuning of system infrastructure as well as assist and direct the State’s system administrators and database administrators in configuring and tuning the infrastructure to support the software throughout the project</p> <p>Performance Tuning and Stress Testing</p> <p><u>Scope</u></p> <p>The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.</p> <p>The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.</p> <p>Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.</p> <p>Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.</p> <p>Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.</p>

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Test types

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

Baseline Tests

Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

Load Tests

Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

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Implementing Performance and Stress Test

Performance and stress test tools must be provided by the vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

Scheduling Performance and Stress Testing

Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2 percent of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.

Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a

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	<p>determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.</p> <p>If defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.</p> <p>During performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in one (1) second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.</p>
<p>Regression Testing</p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the vendor of the nature of the testing failures in writing. The vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) system components still meet their specified requirements.</p> <p>a.) For each minor failure of an acceptance test, the acceptance period shall be extended by corresponding time defined in the test plan.</p>

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	<p>b.) The vendor shall notify the State no later than five (5) business days from the vendor's receipt of written notice of the test failure when the vendor expects the corrections to be completed and ready for retesting by the State. The vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</p> <p>c.) When a programming change is made in response to a problem identified during user testing, a regression test plan should be developed by the vendor based on the understanding of the program and the change being made to the program. The test plan has two objectives:</p> <ol style="list-style-type: none"> 1. validate that the change/update has been properly incorporated into the program; and 2. validate that there has been no unintended change to the other portions of the program. <p>d.) The vendor will be expected to:</p> <ol style="list-style-type: none"> 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and 3. Manage the entire cyclic process. <p>e.) The vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified software application to the users for retesting.</p> <p>In designing and conducting such regression testing, the vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p> <p>In their proposals vendors must acknowledge their responsibilities for regression testing as described in this section.</p>
<p>Security Review and Testing</p>	<p>IT security involves all functions pertaining to the securing of State data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.</p> <p>All components of the software shall be reviewed and tested to ensure they protect the State's hardware and software and its related data assets.</p>

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Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server

In their proposal, the vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the system architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests (pen test) or code analysis and review.

Prior to the system being moved into production, the vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. All software and hardware shall be free of malicious code (malware).

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	<p>Penetration Testing shall include: (delete requirements that are specific to PCI testing)</p> <p>11.3 Implement a methodology for penetration testing that includes the following:</p> <ul style="list-style-type: none">· Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115)· Includes coverage for the entire NH DOE perimeter and critical systems· Includes testing from both inside and outside the network· Includes testing to validate any segmentation and scope-reduction controls· Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5· Defines network-layer penetration tests to include components that support network functions as well as operating systems· Includes review and consideration of threats and vulnerabilities experienced in the last 12 months· Specifies retention of penetration testing results and remediation activities results. <p>11.3.1 Perform <i>external</i> penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</p> <p>11.3.2 Perform <i>internal</i> penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</p> <p>11.3.3 Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.</p> <p>11.3.4 If segmentation is used to isolate the NH DOE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.</p>
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APPENDIX G-3: CERTIFICATES

A. Certificate of Good Standing

As a condition of Contract award, the vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2017, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

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. 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 agreement. The date the Board officer signs must be on or after the date the amendment 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.

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CERTIFICATE OF AUTHORITY/VOTE 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).

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APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Saundra MacDonald		1.10 State Agency Telephone Number 603.271.3543	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 as indicated in block 1.18, 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 1.14 ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any prices incurred or Services performed. Vendor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price

shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Vendor. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Vendor shall at its own expense provide all

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Vendor notice of termination;

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3. set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/RESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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.

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

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

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

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

12. ASSIGNMENT/DELEGATION /SUBCONTRACTS.

The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Vendor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or

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on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Vendor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor 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. Vendor shall furnish the Contracting

Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subcontractor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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H-25 GENERAL CONTRACT REQUIREMENTS

H-25.1 State of NH Terms and Conditions and Contract Requirements

The contract terms set forth in **Appendix H: State of New Hampshire Terms and Conditions** shall constitute the core for any contract resulting from this RFP.

H-25.2 Vendor Responsibilities

The vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its proposal, and any resulting contract, regardless of whether or not it proposes to use any subcontractor.

The vendor may subcontract services subject to the provisions of the RFP, including but not limited to, the terms and conditions in **Appendix H: State of New Hampshire Terms and Conditions**. The vendor must submit with its proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with 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.

H-25.3 Project Budget/Price Limitation

The State has funds budgeted for this project, subject to **Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment**.

H-25.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide software and hardware contracts to acquire supporting software and hardware.

H-25.5 Vendor Staff

In the proposal, the vendor shall assign and identify a Project Manager and key vendor staff, in accordance with the requirements and deliverables of **Appendix C: System Requirements and Deliverables** and **Appendix E: Standards for Describing Vendor Qualifications**.

The vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The vendor's Project Manager must be qualified to perform the obligations required of the position under the contract, have full authority to make binding decisions, and shall function as the vendor's representative for all administrative and management matters. The Project

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Manager must be available to promptly respond during normal working hours within two (2) hours to inquiries from the State, and be at the site as needed. The vendor must use his or her best efforts on the project.

The vendor shall not change key vendor staff and Project Manager commitments (collectively referred to as "project staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the vendor's project staff shall require the prior written approval of the State. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The State, at its sole expense, may conduct reference and background checks on the vendor's project staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the vendor's key project staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the vendor's replacement project staff.

H-25.6 Work Plan

Vendor shall submit a preliminary work plan in its proposal. The work plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, major milestones, task dependencies, and payment schedule. A final work plan will be due five (5) business days after contract award upon approval by Governor and Executive Council.

The vendor shall update the work plan as necessary, but no less than every two weeks to accurately reflect the status of the project, including without limitation, the schedule, tasks, deliverables, major milestones, task dependencies, and payment schedule. Any updates to the work plan shall require the written approval of the State prior to final incorporation into the contract.

Unless otherwise agreed in writing by the State, changes to the work plan shall not relieve the vendor from liability to the State for any damages resulting from the vendor's failure to perform its obligations under the contract, including without limitation, performance in accordance with the schedule.

In the event of a delay in the schedule, the vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the vendor or State causing the problem; its

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estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the vendor requires additional time to correct deficiencies, the schedule shall not change unless previously agreed in writing by the State, except that the schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from vendor's failure to fulfill its obligations under the contract. To the extent that the State's execution of its major tasks takes longer than described in the work plan, the schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the contract for default, at its discretion, if it is dissatisfied with the vendor's work plan or elements within the work plan.

H-25.7 Change Orders

The State may make changes or revisions at any time by written change order. Within five (5) business days of a vendor's receipt of a change order, the vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the schedule, or the work plan.

A vendor may request a change within the scope of the contract by written change order, identifying any impact on cost, the schedule, or the work plan. The State shall attempt to respond to a vendor's requested change order within five (5) business days. The State, which includes the requesting agency and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the change order if the parties are unable to reach an agreement in writing.

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

H-25.7 Deliverables

The vendor shall provide the State with the deliverables and services in accordance with the time frames in the work plan. All deliverables shall be subject to the State's acceptance as set forth in **Section H-25.9: Testing and Acceptance** herein. Upon its submission of a deliverable, the vendor represents that it has performed its obligations under the contract associated with the deliverable.

By unconditionally accepting a deliverable, the State reserves the right to reject any and all deliverables in the event the State detects any deficiency in the system, in whole or in part, through completion of all acceptance testing, including but not limited to, software/system acceptance testing, and any extensions thereof.

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For each denial of acceptance, the acceptance period may be extended, at the option of the State, by the corresponding time required to correct the deficiency, retest or review.

H-25.7.1 Written Deliverables Review

The State will review the written deliverables for an acceptance period of five (5) business days after receiving written certification from the vendor that the written deliverable is final, complete, and ready for review. The State will notify the vendor in writing of its acceptance or non-acceptance of a deliverable by the end of the five (5) day review period. If any deficiencies exist, the State will notify the vendor in writing of the deficiency and the vendor must correct the deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected deliverable, the State will have five (5) business days to review the corrected written deliverable and notify the vendor in writing of its acceptance or rejection thereof.

H-25.7.2 Software Deliverables Review

Described in **Section H-25.9: *Testing and Acceptance***.

H-25.7.3 Non-Software Deliverables Review

The State will review non-software deliverables to determine whether any deficiency exists and notify the vendor in writing of its acceptance or non-acceptance of the non-software deliverable. The vendor must correct the deficiencies within five (5) business days, or within the period identified in the work plan, as applicable. Following correction of the deficiency, the State will notify the vendor in writing of its acceptance or rejection of the deliverable.

H-25.8 Licenses

The State has defined the software license grant rights, terms and conditions, and has documented the evaluation criteria.

H-25.8.1 Software License Grant

The software license shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the software and its associated documentation, subject to the terms of the contract.

The State may allow its agents and vendors to access and use the software, and in such event, the State shall first obtain written agreement from such agents and vendors that each shall abide by the terms and conditions set forth herein.

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H-25.8.2 Software and Documentation Copies

The vendor shall provide the State with a sufficient number of hard copy versions of the software's associated documentation and one (1) electronic version in Microsoft Word and PDF format. The State shall have the right to copy the software and its associated documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the vendor on such copies.

H-25.8.3 Restrictions

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

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

H-25.8.4 Title

The vendor must hold the right to allow the State to use the software or hold all title, right, and interest (including all ownership and intellectual property rights) in the software and its associated documentation.

H-25.8.5 Third Party

The vendor shall identify all third party contracts to be provided under the contract with the vendor's proposal. The terms in any such contracts must be consistent with this RFP and any resulting contract, including, but not limited to **Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37**.

H-25.9 Testing and Acceptance

The State requires that an integrated and coherent approach to complete system testing, security review and testing, deficiency correction, acceptance, and training, and that warranty services be provided to ensure a project.

In its proposal, the vendor is to include its proposed test plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After contract award, the vendor will be required to customize its proposed test plan methodology to reflect the needs of the project and include the details of its test plan methodology in the detailed work plan (the first project deliverable). A separate test plan and set of test materials will be prepared for each software function or module.

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In addition, the vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The vendor will also provide training as necessary to the State staff responsible for test activities.

See **Appendix G-1** for Testing Requirements.

H-25.9.1 Remedies

If the vendor fails to correct a deficiency within the period of time allotted by the state, the vendor shall be deemed to have committed an *Event of Default*, pursuant **Appendix H Section 8** and **H-25.14**, and the State shall have the right, at its option, to pursue the remedies in **Appendix H-25.14.1** as well as to return the vendor's product and receive a refund for all amounts paid to the vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the vendor of the State's refund request

Notwithstanding any provision of the contract, the State's option to terminate the contract and pursue the stated remedies will remain in effect until the vendor completes the contract to the satisfaction of the State.

H-25.9.2 System Acceptance

Upon completion of the warranty period, the State will issue a letter of final system acceptance.

H-25.10 Warranty

H-25.10.1 Warranty Period

The warranty period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the warranty period, the system software fails to operate as specified, the warranty period will cease, the vendor will correct the deficiency, and a thirty (30) calendar day warranty period will begin. Any further deficiencies with the software must be corrected and run fault free for thirty (30) days.

H-25.10.2 Warranties

H-25.10.2.1 System

The vendor shall warrant that the system must operate to conform to the specifications, terms, and requirements of the contract.

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H-25.10.2.2 Software

The vendor shall warrant that the software is properly functioning within the system, compliant with the requirements of the contract, and will operate in accordance with the specifications. Software shall

be archived and or version controlled through the use of harvest software.

H-25.10.2.3 Non-Infringement

The vendor shall warrant that it has good title to, or the right to allow the State to use all services, equipment, and software provided under this contract, and that such services, equipment, and software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

H-25.10.2.4 Viruses; Destructive Programming

The vendor shall warrant that the software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the software in accordance with the specifications.

H-25.10.2.5 Compatibility

The vendor shall warrant that all system components, including any replacement or upgraded system software components provided by the vendor to correct deficiencies or as an enhancement, shall operate with the rest of the system without loss of any functionality.

H-25.10.2.6 Professional Services

The vendor shall warrant that all services provided under the contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-25.10.3 Warranty Services

The vendor shall agree to maintain, repair, and correct deficiencies in the system software, including but not limited to the individual modules or functions, during the warranty period at no additional cost to the State, in accordance with the specifications and terms and requirements of the contract, including without limitation, correcting all errors, and defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient software and documentation.

Warranty services shall include, without limitation, the following:

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- a. Maintain the system software in accordance with the specifications, terms, and requirements of the contract;
- b. Repair or replace the system software or any portion thereof so that the system operates in accordance with the specifications, terms, and requirements of the contract;
- c. The vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24)

hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

- d. On-site additional services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warrant repair or maintenance activities performed for the State;
- f. For all warranty services calls, the vendor shall ensure the following information will be collected and maintained:
 - 1) nature of the deficiency;
 - 2) current status of the deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) deficiency resolution information;
 - 6) identifying number i.e. work order number; and
 - 7) issue identified by.
- g. The vendor must work with the State to identify and troubleshoot potentially large-scale software failures or deficiencies by collecting the following information:
 - 1) mean time between reported deficiencies with the software;
 - 2) diagnosis of the root cause of the problem; and
 - 3) identification of repeat calls or repeat software problems; and
- h. All deficiencies found during the warranty period and all deficiencies found with the warranty releases shall be corrected by the vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the *Event of Default*, the vendor fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return the vendor's product and receive a refund for all amounts paid to the vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

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Notwithstanding any provision of the contract, the State's option to terminate the contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period.

H-25.11 Ongoing Software Maintenance and Support Levels

The vendor shall maintain and support the system in all material respects as described in the applicable program documentation after delivery and the warranty period of ninety (90) days through the completion of the contract term.

The vendor will not be responsible for maintenance or support for software developed or modified by the State.

H-25.11.1 Maintenance Releases

The vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

H-25.11.2 Vendor Responsibility

The vendor shall be responsible for performing on-site or remote technical support in accordance with the contract documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the software maintenance agreement, ongoing software maintenance and support levels, including all new software releases, shall be responded to according to the following:

a. Class A Deficiencies - The vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies – The State shall notify the vendor of such deficiencies during regular business hours and the vendor shall respond back within four (4) hours of notification of planned corrective action:

- The vendor shall repair or replace software, and provide maintenance of the software in accordance with the specifications, terms and requirements of the contract;
- The vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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- For all maintenance services calls, the vendor shall ensure the following information will be collected and maintained: 1) nature of the deficiency; 2) current status of the deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information, 6) resolved by, 7) identifying number i.e. work order number, 8) Issue identified by; and
- The vendor must work with the State to identify and troubleshoot potentially large-scale system failures or deficiencies by collecting the following information: 1) mean time between reported deficiencies with the software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat software problems.

If the vendor fails to correct a deficiency within the allotted period of time stated above, the vendor shall be deemed to have committed an *Event of Default*, pursuant to **Appendix H Section H-25.14**, and the State shall have the right, at its option, to pursue the remedies in **Section H-25.14**, as well as to return the vendor's product and receive a refund for all amounts paid to the vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the vendor of the State's refund request

If the vendor fails to correct a deficiency within the allotted period of time stated above, the vendor shall be deemed to have committed an Event of Default, pursuant to **Appendix H Section H-25.14**, and the State shall have the right, at its option, to pursue the remedies in **Appendix H Section H-25.14**.

H-25.12 Administrative Specifications

H-25.12.1 Travel Expenses

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

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

H-25.11.2 Shipping and Delivery Fee Exemption

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

H-25.12.3 Project Workspace and Office Equipment

The State agency will work with the vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the vendor's staff. If a vendor has specific requirements, they must be included in the vendor's proposal.

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H-25.12.4 Work Hours

N/A

H-25.12.5 Access/Cooperation

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

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the vendor to perform its obligations under the contract.

H-25.12.6 State-Owned Documents and Data

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

H-25.12.7 Intellectual Property

Title, right, and interest (including all ownership and intellectual property rights) in the software, and its associated documentation, shall remain with the vendor.

Upon completion and/or termination of the implementation of the project, the vendor shall own and hold all, title, and rights in any software modifications (custom code) developed in connection with performance of obligations under the contract, or modifications to the vendor provided software, and their associated documentation including any and all performance enhancing operational plans and the vendors' special utilities. The vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and documentation developed under the contract.

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

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H-25.12.8 IT Required Work Procedures

All work done must conform to standards and procedures established by the DoIT and the State.

H-25.12.9 Computer Use

N/A

H-25.12.10 Email Use

N/A

H-25-12.11 Internet/Intranet Use

N/A

H-25.12.12 Regulatory/Governmental Approvals

Any contract awarded under the RFP shall be contingent upon the vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.12.13 Force Majeure

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

Except in the event of the foregoing, force majeure events shall not include vendor's inability to hire or provide personnel needed for the vendor's performance under the contract.

H-25.12.14 Confidential Information

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

The vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State confidential information of the State that becomes available to the vendor in connection with its performance under the contract, regardless of its form.

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

Any disclosure of the State's information shall require prior written approval of the State. The vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the vendor regarding the State's confidential information, and the vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's confidential information, the vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

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

This contract agreement, **Appendix H Section H-25.12.14: Confidential Information** shall survive the termination or conclusion of a contract.

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H-25.12.14 Data Breach

In the event of a data breach, the vendor shall comply with provisions of NHRSA 359C:20.

H-25.13 Pricing

H-25.13.1 Activities/Deliverables/Milestones Dates and Pricing

The vendor must include, within the fixed price for IT service activities, tasks, and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each deliverable. Pricing worksheets are provided in **Appendix F: Pricing Worksheets**.

H-25.13.2 Software Licensing, Maintenance, Enhancements and Support Pricing

The vendor must provide the minimum software support and services through software licensing, maintenance, enhancements, and support as detailed in **Section H-25.11: Ongoing Software Maintenance and Support Levels**.

For software licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in **Appendix F: Pricing Worksheets**, under **Appendix F-5: Software Licensing, Maintenance, and Support Pricing**, as **Table F-5: Software Licensing, Maintenance, and Support Pricing Worksheet**.

H-25.13.3 Invoicing

The vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The vendor shall only submit invoices for services or deliverables as permitted by the contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each deliverable and identification of the deliverable for which payment is sought, and the acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other project costs or retention amounts if applicable.

H-25.13.4 Overpayments to the vendor

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

H-25.13.5 Credits

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

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H-25.13.6 Records Retention and Access Requirements

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

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

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

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

H-25.13.7 Accounting Requirements

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

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H-25.14 Termination

This section H-25.14 shall survive termination or contract conclusion.

H-25.14.1 Termination for Default

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

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

Upon the occurrence of any event of default, the State may take any one or more, or all, of the following actions:

- a) Unless otherwise provided in the contract, the State shall provide the vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("cure period"). If the vendor fails to cure the default within the cure period, the State may terminate the contract effective two (2) days after giving the vendor notice of termination, at its sole discretion, treat the contract as breached and pursue its remedies at law or in equity or both.
- b) Give the vendor a written notice specifying the event of default and suspending all payments to be made under the contract and ordering that the portion of the contract price which would otherwise accrue to the vendor during the period from the date of such notice until such time as the State determines that the vendor has cured the Event of Default shall never be paid to the vendor.
- c) Set off against any other obligations the State may owe to the vendor any damages the State suffers by reason of any event of default;
- d) Treat the contract as breached and pursue any of its remedies at law or in equity, or both.
- e) Procure services that are the subject of the contract from another source and the vendor shall be liable for reimbursing the State for the replacement services, and all administrative costs directly related to the replacement of the contract and procuring the services from another source, such as costs of competitive bidding, mailing, advertising,

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applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the contract.

In the event of default by the State, the vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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

H-25.14.2 Termination for Convenience

The State may, at its sole discretion, terminate the contract for convenience, in whole or in part, by thirty (30) days written notice to the vendor. In the event of such termination for convenience, the State shall pay the vendor the agreed upon price, if separately stated, for deliverables for which acceptance has been given by the State. Amounts for services or deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with **Appendix F: Pricing Worksheets**.

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

H-25.14.3 Termination for Conflict of Interest

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

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

In the event the contract is terminated as provided above pursuant to a violation by the vendor, the State shall be entitled to pursue the same remedies against the vendor as it could pursue in the event of a default of the contract by the vendor.

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H-25.14.4 Termination Procedure

Upon termination of the contract, the State, in addition to any other rights provided in the contract, may require the vendor 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, vendor shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- 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 vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that vendor has surrendered to the State all said property.

H-25.15 Limitation of Liability

H-25.15.1 State

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

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

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H-25.15.2 The Vendor

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

Notwithstanding the foregoing, the limitation of liability shall not apply to the vendor's indemnification obligations set forth in the **Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality** obligations in **Appendix H 25.12.14: Confidential Information**, and data breach obligations in **Appendix H-25.12.15 Data Breach** which shall be unlimited.

H-25.15.3 State's Immunity

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

H.25.15.4 Survival

This contract agreement, **Section H-25.15: Limitation of Liability** shall survive termination or contract conclusion.

H-25.16 Change of Ownership

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

H-25.17 Assignment, Delegation and Subcontracts

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

The vendor shall remain wholly responsible for performance of the entire contract regardless of whether assignees, delegates, subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the assigns fully assumes in writing any and all obligations and liabilities under the contract from the effective date. In the absence of a written assumption of full obligations and liabilities of the contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the vendor of any of its

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obligations under the contract nor shall it affect any remedies available to the State against the vendor that may arise from any event of default of the provisions of the contract. 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 the contract.

H-25.18 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or confidential information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted by this agreement.

H-25.19 Venue and Jurisdiction

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

H-25.20 Project Holdback

The State will withhold 10 percent of the agreed deliverables pricing tendered by the vendor in this engagement until completion of the Warranty Period as defined in **Appendix H Section 25-10.1: *Warranty Period***.

H-25.21 Escrow of Code

N/A

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a deliverable has satisfied acceptance test or review
Acceptance Letter	An acceptance letter provides notice from the State that a deliverable has satisfied acceptance tests or review
Acceptance Period	The timeframe during which the acceptance test is performed
Acceptance Test Plan	The <i>Acceptance Test Plan</i> provided by the vendor and agreed to by the State that describes at a minimum, the specific acceptance process, criteria, and schedule for deliverables
Acceptance Test and Review	Tests performed to determine that no defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a vendor's final offer following the conclusion of discussions
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The vendor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the vendor has completed development of the deliverable and certified its readiness for applicable acceptance testing or review
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun
Change Order	Formal documentation prepared for a proposed change in the Specifications
Completion Date	End date for the contract
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the contract

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Contract	This agreement between the State of New Hampshire and a vendor, which creates binding obligations for each party to perform as specified in the contract documents
Contract Conclusion	Refers to the conclusion of the contract, for any reason, including but not limited to, the contract completion, termination for convenience, or termination for default
Contract Documents	Documents that comprise this contract
Contract Managers	The persons identified by the State and the vendor who shall be responsible for all contractual authorization and administration of the contract. These responsibilities shall include but not be limited to processing contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all contract administrative activities.
Contracted vendor	The vendor whose proposal or quote was awarded the contract with the State and who is responsible for the services and deliverables of the contract.
Conversion Test	A test to ensure that a data conversion process correctly takes data from a legacy system and converts it to form that can be used by the new system.
COTS	Commercial Off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, data and other documents or information, in either electronic or paper form, that will be used /converted by the vendor during the contract term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency, or defect in a deliverable resulting in a deliverable, the software, or the system, not conforming to its specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow system to operate, no work around, demands immediate action; written documentation - missing significant portions of information or unintelligible to State; non software - services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; written documentation - portions of information are missing but not enough to make the document unintelligible; non software - services were deficient, require reworking, but do not require re-performance of the Service.</p>

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	Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on system, low priority and/or user can use system; written documentation - minimal changes required and of minor editing nature; non-software - services require only minor reworking and do not require re-performance of the service.
Deliverable	A deliverable is any written, software, or non-software deliverable (letter, report, manual, book, other), provided by the vendor to the State or under the terms of a contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the software, either in printed or electronic format.
Differential Item Functioning (DIF)	Analysis that provides an indication of unexpected behavior of items on a test.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the software, and all changes to the documentation as a result of enhancements, including, but not limited to, enhancements produced by change orders
Event of Default	Any one or more of the following acts or omissions of a vendor shall constitute an event of default hereunder (“Event of Default”) a) Failure to perform the Services satisfactorily or on schedule; b) Failure to submit any report required; and/or c) Failure to perform any other covenant, term or condition of the contract
Firm Fixed Price Contract	A firm-fixed-price contract provides a price that is not subject to increase, i.e., adjustment on the basis of the vendor’s cost experience in performing the contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council
Harvest	Software to archive and/or control versions of software
Identification and	Supports obtaining information about those parties attempting to

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Authentication	log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the system operational for processing the data.
Implementation Plan	Sets forth the transition from development of the system to full operation, and includes without limitation, training, business and technical procedures
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the project
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the deliverables or services provided under the contract.
Non-Software Deliverables	Deliverables that are not software deliverables or written deliverables, e.g., meetings, help support, services, other
Notice to Proceed (NTP)	The State contract manager's written direction to the vendor to begin work on the contract on a given date and time
Open Data Formats	A data format based on an underlying open standard.
Open Source Software	Software that guarantees the user unrestricted use of the software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all data has been loaded into the system, is available for use by the State in its daily operations.
Operational	Operational means that the system is operating and fully functional; all data has been loaded; the system is available for use by the State in its daily operations; and the State has issued an acceptance letter.
Order of Precedence	The order in which contract/documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the order of precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and contract and the activities of the parties related hereto.

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Project Team	The group of State employees and contracted vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the vendor to ensure a project.
Project Managers	The persons identified who shall function as the State's and the vendor's representative with regard to review and acceptance of contract deliverables, invoice sign off, and review and approval of <i>Change Requests (CR)</i> utilizing the <i>Change Control Procedures (CCP)</i>
Project Staff	State personnel assigned to work with the vendor on the project
Proposal	The submission from a vendor in response to the request for a proposal or statement of work.
Regression Test Plan	A plan integrated into the work plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review	The process of reviewing deliverables for acceptance
Review Period	The period set for review of a deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the contract
SaaS	Software as a service - Occurs where the COTS application is hosted but the State does not own the license or the code.
Service Level Agreement (SLA)	A signed agreement between the vendor and the State specifying the level of Service that is expected of, and provided by, the vendor during the term of the contract.
Services	The work or labor to be performed by the vendor on the project as described in the contract.
Software	All custom software and COTS Software provided by the vendor under the contract
Software Deliverables	COTS software and enhancements
Software License	Licenses provided to the State under this contract
Solution	The solution consists of the total solution, which includes, without limitation, software and services, addressing the requirements and terms of the specifications. The off-the-shelf software and configured software customized for the State provided by the vendor in response to this RFP.

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Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the proposal, the contract, any performance standards, documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved deliverables, and other specifications and requirements described in the contract documents. The specifications are, by this reference, made a part of the contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the vendor. The SOW defines the results that the vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire fiscal year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to project oversight
State's Project Manager (PM)	State's representative with regard to project management and technical matters. Agency Project Managers are responsible for review and acceptance of specific contract deliverables, invoice sign off, and Review and approval of a change proposal (CP).
Subcontractors	A person, partnership, or company not in the employment of, or owned by, the vendor, which is performing services under this contract under a separate contract with or on behalf of the vendor
System	All software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the specifications.
TBD	To Be Determined
Technical Authorization	Direction to a vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
Test Plan	A plan, integrated in the work plan, to verify the code (new or changed) works to fulfill the requirements of the project it may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.

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Term	The duration of the contract.
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the project. They create/develop test cases to confirm the system was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The services to be provided by the vendor during the warranty period.
Work Plan	The overall plan of activities for the project created in accordance with the contract. The plan and delineation of tasks, activities and events to be performed and deliverables to be produced under the project as specified in Appendix C. The work plan shall include a detailed description of the schedule, tasks/activities, deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-software written deliverable documentation (letter, report, manual, book, other) provided by the vendor either in paper or electronic format.