



**CITY OF BOSTON
CONTRACT AWARD SUMMARY**

CONTRACT ID: 0000000000000000000050965

Contract Details

Contractor Legal Name: Northwest Evaluation Association	Not To Exceed Amt: \$ 196,530.00
Contractor Address: 121 NW Everett Street Portland, OR 97209	Department Name: Procurement Department Head: Kevin P. Coyne
Brief Description/Scope of Services: RFP-EXAM SCHOOLS ADMISSION ASSESSMENT-Boston Public Schools. The terms and conditions of which are incorporated herein.	
Procurement Type: Ch30B S6	Optional Renewal Periods: 0 Year(s)
Contract Begin Date: July 01, 2020	Contract End Date: June 30, 2023
Reason for Submitting Late:	

EVENT/BID ID: EV00007954

Bid Details

Date of Advertisement: April 29, 2020	Bid Submission Deadline: May 15, 2020 at 12:00 PM		
# of Responsive Bids Received: 3	# of Non-Responsive Bids Received: 0		
Awarded to the Lowest Responsible and Responsive Bidder? Yes			
Lowest Bidders Legal Name and Address:	Bidder #1 Northwest Evaluation Association 121 N.W. Everett St. Portland OR 97209	Bidder #2 Strategic Measurement and Evaluation 3768 Rome Drive, Suite B Lafayette, IN 47905	Bidder #3 Riverside Assessments One Pierce Place, Suite 900W Itasca, IL 60143
Bid Amount:	\$ 196,530.0000	\$ 0.0000	\$ 0.0000

Additional Information

Contract awarded to the lowest responsive and responsible bidder.



**CITY OF BOSTON
STANDARD CONTRACT DOCUMENT**

Form CM10

CONTRACT ID: 000000000000000000050965

Parties

Contractor Legal Name: Northwest Evaluation Association (and d/b/a):	City Department Name: Procurement
Contractor Address: 121 NW Everett Street Portland, OR 97209	City Department Head: Kevin P. Coyne City Mailing Address: 1 City Hall Square, Rm. 808 Boston, MA 02201
Contractor Vendor ID: 0000069823	City Billing Address: Auditing Department One City Hall Room M-4 Boston, MA 02201

Contract Details

Description/Scope of Services: (Attach supporting documentation)	
RFP-EXAM SCHOOLS ADMISSION ASSESSMENT-Boston Public Schools. The terms and conditions of which are incorporated herein.	
Procurement Type:	Contract Version: 0.04
Begin Date: July 01, 2020	End Date: June 30, 2023
Rate: (Attach details of all rates, units, and charges)	Not To Exceed Amt: \$ 196,530.00

Description/Scope of Services Continued:

NWEA's response to the RFP dated June 15, 2020 and the Master Subscription Agreement, attached, are incorporated into this Contract and made a part hereof. In the event of a conflict between the i) Standard Contract General Conditions (Form CM11) or the RFP; and ii) the Master Subscription Agreement or the NWEA response, the terms of the Master Subscription Agreement and the NWEA response shall govern. The items included in this Contract are: (i) English-Language MAP Growth in Mathematics, Reading, and Language Usage (5,500 student licenses); (ii) Spanish-Language MAP Growth in Mathematics and Reading; (iii) In-Person Proctor Training led by an NWEA Technical Consultant; (iv) Unlimited Access to Help Center; (v) Program Manager (10% FTE for first 6 months of the Contract); (vi) Account Manager; (vii) Sr. Account Executive; (viii) Director; (ix) Technical Support; (x) Research consulting services

Contract Signatures

AUDITING	VENDOR/CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO THE AVAILABILITY OF AN APPROPRIATION OR PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THE ASSOCIATED CONTRACT DOCUMENTS	IT IS MY BELIEF THAT THERE IS LITTLE OR NO RISK OF DEFAULT OR UNSATISFACTORY PERFORMANCE BY THE VENDOR/CONTRACTOR

SIGNATURE	SIGNATURE	SIGNATURE
<p>Naveen Reddy Digitally signed by Naveen Reddy Date: 2020.07.20 08:25:17 -04'00'</p>	<p>Geri Cohen Digitally signed by Geri Cohen Date: 2020.07.16 10:42:04 -07'00'</p>	<p>Kevin P. Coyne Digitally signed by Kevin P. Coyne Date: 2020.07.21 08:27:43 -04'00'</p>
<p>APPROVED APPROPRIATION IN THE AMOUNT OF: \$ 196,530.00</p>		



**CITY OF BOSTON
STANDARD CONTRACT GENERAL CONDITIONS**

Form CM11

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY:

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall

have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to

the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14, as amended), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c.149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c.149, s.27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS:

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

***** THIS PROCUREMENT IS TO BE ADVERTISED IN BOTH THE COMMONWEALTH OF MASSACHUSETTS' *GOODS AND SERVICES BULLETIN* AND *THE CITY RECORD* *****

**ADVERTISEMENT
CITY OF BOSTON**

Procurement

REQUEST FOR PROPOSALS TO PROVIDE THE FOLLOWING SERVICES AND/OR SUPPLIES:

RFP-EXAM SCHOOLS ADMISSION ASSESSMENT-Boston Public Schools. The terms and conditions of which are incorporated herein.

The City of Boston ("The City"), acting by its Purchasing Agent ("The Official"), requests proposals for the services and/or supplies described above, as particularly set forth in the Request for Proposals, which may be obtained from the City's procurement website and Supplier Portal (<http://boston.gov/procurement>) under Event ID EV00007954 or at 1 City Hall Square, Rm. 808, Boston, MA 02201.

Note: For information specific to this RFP, please contact Kevin Coyne at kevin.coyne@boston.gov or 617-635-3936.

Request for Proposals shall be available on April 29, 2020 until the proposal filing deadline. All proposals shall be filed no later than May 15, 2020 at 12:00 PM.

The attention of all proposers is directed to the provisions of the Request for Proposals and contract documents, specifically to the requirements for bid deposits, insurance and performance bonds, as may be applicable.

The City reserves the right to reject any and all bids, or any part or parts thereof, and to award a contract as the Official deems to be in the best interests of the City. This contract shall be subject to the availability of an appropriation therefore. The maximum time for proposal acceptance by the City after the opening of proposals shall be 120 days. The award of this contract shall be subject to the approval of the Mayor of Boston.

Kevin P. Coyne
Purchasing Agent

Exceptions and Additions

Exceptions and Additions to Boston Public Schools RFP # EV00007954 (the "RFP")

A. The assessment solution and related materials described in this response to the RFP are provided subject to the Master Subscription Agreement, a copy of which is incorporated in the Technical Proposal as Appendix G;

B. Notwithstanding anything to the contrary in the RFP including sections 7.3 and 11.6 (Form CM11), NWEA preserves the opportunity to negotiate the final form of any indemnification, hold harmless or defense obligation in the contract resulting from the RFP. As an alternative to the provisions noted in the preceding sentence, NWEA offers the indemnification included in the Master Subscription Agreement, a copy of which is incorporated in the Technical Proposal as Appendix G;

C. Notwithstanding anything to the contrary in the RFP including section 12 (Form CM11), NWEA preserves the opportunity to negotiate any applicable bonding requirements in the contract resulting from the RFP;

D. Consistent with Boston's written responses dated April 29, 2020 and notwithstanding anything to the contrary in the RFP including section 2.3 (Form CM11), the assessment solution and related materials described in this response are licensed, not sold, to Boston. NWEA preserves the opportunity to negotiate the final form of any provision that would assign intellectual property rights between NWEA and Boston. As an alternative to section 2.3, NWEA offers the license included in the Master Subscription Agreement, a copy of which is incorporated in the Technical Proposal as Appendix G;

E. Notwithstanding anything to the contrary in the RFP, including section 8.1 (Form CM11), NWEA preserves the opportunity to negotiate the final form of any remedies in the contract resulting from the RFP. In particular, NWEA takes exception to the imposition of incidental or consequential damages or the obligation to pay the cost of substitute performance. As an alternative to the section 8.1, NWEA offers the warranty included in the Master Subscription Agreement, a copy of which is incorporated in the Technical Proposal as Appendix G;

F. Boston acknowledges that the assessment solution described in this response was designed as an untimed, interim assessment for the purpose of guiding instruction. NWEA provides the assessment solution to Boston AS-IS. NWEA does not warrant use of the assessment system for purposes other than as an untimed, interim assessment for the purpose of guiding instruction (as further detailed in the attached Master Subscription Agreement) and disclaims any implied warranties of fitness for any other purpose, including use of the assessment for selective enrollment or test security associated with high-stakes assessments. Accordingly:

- a. Boston shall use other reliable data points to triangulate Selective Enrollment decisions. The assessment solution scores shall not exclusively be used for Selective Enrollment decisions;
- b. Boston shall BPS maintains industry standard testing administration policies, manual, and practices to ensure the security of the NWEA item pool from release. This includes, among other things, monitoring for unauthorized test administration, prohibiting

photographing of test items, screen printing, and hand-copying of items during testing sessions;

- c. Boston shall adopt test administration policies and practices to ensure equitable testing conditions for all test-takers in each location where Selective Enrollment Tests are administered. This includes, among other things, active proctoring of the testing environment, establishing limits on test durations and prohibiting unauthorized pausing of tests;
- d. Boston shall ensure its staff is trained on the testing administration manual and Boston monitors performance to ensure compliance with the manual; and
- e. Boston understands and agrees that the assessment solution may have other limitations as further described in our responses to requirements D, F, G and L in the Technical Proposal.

May 12, 2020

City of Boston
Procurement
One City Hall Square
Room 808
Boston, MA 02201
Attn: Kevin Coyne

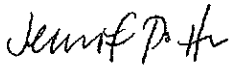
Re: NWEA response to RFP BOSTN-EV00007954 for Exam Schools Admission Assessment (the "RFP")

Dear Mr. Coyne:

Consistent with the instructions in section 8 of the RFP Event Details (page 11), NWEA provides this letter in lieu of the CM-06 Form.

Per the attached NWEA Financial Authority and Signature Delegations (Policy 1289.2), we verify that Geri Cohen, Chief Financial Officer, is an authorized signatory for NWEA and as such can sign and bind NWEA to this proposal and the contract resulting from the RFP.

Regards,



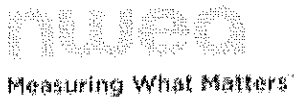
Jennifer Potter
Corporate Secretary and General Counsel

Enclosures: NWEA Financial Authority and Signature Delegations (Policy 1289.2)



121 NW Everett St
Portland, OR 97209
www.nwea.org

(503) 548-5200 MAIN
(866) 654-3246 TOLL FREE
(866) 654-3246 FAX



Financial Authority and Signature Delegations

1289.2

NWEA shall carry out its mission using sound financial management practices which reasonably ensure that the fiscal impact of organizational operations is planned, controlled, and accurately accounted for in its financial records.

NWEA demonstrates sound financial management practices through **Board-level delegation of signature authorization for business transactions such as contracts and expenditures.**

NWEA's bylaws extend financial authority to the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), together or acting alone, to commit the organization or execute contracts pertaining to the selling of goods and services of the organization which are within the ordinary course of conduct of the organization, without financial limitation.

These officers are further authorized to execute any contract, incur any indebtedness, or make any disbursement on behalf of the organization if such contract, indebtedness, or disbursement is both (1) within the ordinary course of conduct of the corporation's business and (2) a contractual commitment, indebtedness, or disbursement in an amount which does not exceed Three Million Dollars (\$3,000,000). For commitments above Two Million Dollars (\$2,000,000), other than regular expenditures in the normal course of business, the CEO will inform the Audit/Finance committee for informational purpose only.

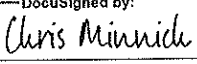
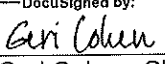
With that financial authority, the following signature controls and delegations are adopted, effective as of the date this policy is signed below:

Contracts pertaining to the selling of goods and services: Single signature authority is assigned only to the CEO and the CFO.

Disbursements, contracts and indebtedness: Single signature authority is assigned only to the CEO and the CFO.

- Such authority is subject to a maximum of \$1.5 million per occurrence.
- Expenditures or contractual obligations, including indebtedness, in excess of the foregoing amounts require signatures from both authorized parties.
- Payroll, payroll tax, retirement disbursements, accounts payable disbursements, and authorizations to transfer funds between NWEA accounts or NWEA financial instruments are not subject to this limitation and may be made under the existing controls in the general course of business.

Delegation of authority: The above-named Officers have the power to delegate signature and purchase authority, within the financial limits set above, for budgeted activities through properly defined and documented delegation controls. Such delegation must be in writing, and may include, but is not limited to, use of facsimile signatures, credit card transactions, and the purchasing process.

Approved:	DocuSigned by:  Chris Minnich, Chief Executive Officer	8/3/2018 Date
	DocuSigned by:  Geri Cohen, Chief Financial Officer & EVP of Corporate Services	8/3/2018 Date

Ownership and Review

Document Owner:	Document Approver:	Recent Approval Date:	Original Effective Date:	Next Review Date:
Nati Suchy	Chris Minnich, Geri Cohen	08/03/2018	02/14/2014	08/03/2019

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

exam school admissions assessments, except as noted in our technical proposal.

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

nonprofit corporation

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

N/A

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of Oregon

President is Christopher Minnich, Chief Executive Officer (CEO)

Treasurer is Geri Cohen

Place of business is 121 NW Everett St.

(Street)

Portland, OR 97209

(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

N/A

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

N/A

The trust document(s) are on file at _____,
and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

N/A

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

93-0686108 _____

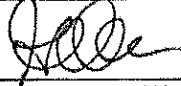
*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: NWEA

By: 
(Sign Here)

Title: Chief Financial Officer and Executive Vice President

Business Address: 121 NW Everett St.
(Street)

Portland, OR 97209
(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1. Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2. This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

Geri Cohen
(Typed or printed name of person signing
quotation, bid or proposal)



Signature

NWEA
(Name of Business)

Instructions for Completing CM Form 16:

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a service contract through a bid, a request for proposal or an unadvertised contract, the Covered Vendor must complete this form and submit it to the City, agreeing to the following conditions. In addition, any subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of vendor: NWEA

Local contact person: Rebecca Reynolds

Company address 121 NW Everett St. Portland, OR 97209
Street City Zip/State

Telephone #: (503) 624-1951 E-Mail: proposals@nwea.org

Part 2: Workforce Profile of Covered Employees Paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of covered employees in each wage range. Remember, Covered Employees are only those employees that expend work hours on the contract.

JOB TITLE	< \$15.31/hr	\$15.31/hr- \$17.50/hr	\$17.51/hr- \$20.00/hr	> \$20.01/hr
NWEA Staff				X

B. Total number of Covered Employees: 5

C. Number of Covered Employees who are Boston residents: 0

D. Number of Covered Employees who are minorities: 0

E. Number of Covered Employees who are women: 3

Part 3: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

NWEA will provide this information upon contract award.

Describe your past efforts and future goals to train Covered Employees:

NWEA will provide this information upon contract award.

Describe the potential for advancement and raises for Covered Employees:

NWEA will provide this information upon contract award.

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the service contract:

NWEA will provide this information upon contract award.

Part 4: Subcontracts:

List all service subcontracts either awarded or that will be awarded to vendors with funds from the service contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
Not applicable		


NOTE: Any Covered Vendor awarded a service contract **must notify** the contracting department and the Living Wage Division within three (3) working days of signing a service subcontract with a vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this form may be obtained by calling the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.

Part 5: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, Geri Cohen (authorized representative of the Covered Vendor) on behalf of NWEA (name of Covered Vendor) hereby state that the above-named Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs and Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.



Signature May 13, 2020

Date

Chief Financial Officer & Executive VP
Position with Covered Vendor



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) and who has been awarded a service contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance which requires any such vendors to pay at least the living wage which is \$15.31 per hour to any employee who directly expends his or her time on the services set out in the contract. All subcontractors whose subcontracts are at least \$25,000 are also required to pay the living wage.

If you are bidding on or negotiating a service contract that meets the above criteria, you should submit this affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Boston Jobs and Living Wage Ordinance, or if you are requesting a general waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No service contract will be executed until this affidavit is completed, signed and submitted to the contracting department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this form may be obtained by calling or visiting the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.

Part 1: VENDOR INFORMATION:

Name of vendor: NWEA

Contact person: Rebecca Reynolds

Vendor address: 121 NW Everett St. Portland, OR 97209
Street City State/Zip code

Telephone #: (503) 624-1951 E-Mail: proposals@nwea.org

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the contract or subcontract is being awarded:
Exam School Admission Assessment/ Request for Proposals EV00007954

Contracting City of Boston department: Boston Public Schools

Start date of contract: 2020 End date of contract: 2023

Length of contract: 1 year 2 years 3 years Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

- For profit Not for profit

2. Total number of "FTE" employees which you employ company-wide (full time + combined part-time employees) (Example: 24 full-time staff + 2 part-time staff working 20 hours a week = 25 FTEs.)

783

3. Total number of individual employees who will be assigned to work on the above-stated contract:

5

4. Do you anticipate hiring any additional employees to perform the work of the service contract?

- Yes No

If yes, how many additional FTEs do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any vendor who qualifies may request an exemption from the provisions of the Boston Jobs and Living Wage Ordinance by completing the following:

I hereby request an exemption from the Boston Jobs and Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this application to prove that you are exempt from the Boston Jobs and Living Wage Ordinance. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; or
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; or
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; or
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City-funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary):

We do not qualify for exemption.

PART 5. GENERAL WAIVER REASON(S)

I hereby request a general waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my contract violates the following state or federal statutory, regulatory or constitutional provision(s):

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the Boston Jobs and Living Wage Ordinance unlawful:

N/A

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s) that makes compliance with this ordinance unlawful.


Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision(s) makes compliance with the Boston Jobs and Living Wage Ordinance unlawful (attach additional sheets if necessary):

N/A

PART 6: VENDOR AFFIDAVIT:

I Geri Cohen a principal officer of the covered vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 5/13/2020

PRINTED NAME: Geri Cohen

TITLE: Chief Financial Officer and Executive Vice President