



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

February 14, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a **sole source** amendment to an existing five year contract with Community and School Partners, LLC (VC#159040), Portsmouth, NH by increasing the price limitation by \$2,532,007 from \$4,196,267 to \$6,728,274 with no change to the contract completion date, to develop, support, maintain, and update its proprietary data collection systems and to meet changing mandates as required for state and federal needs, effective upon Governor and Council approval through June 30, 2027. The original contract was approved by Governor and Council on August 17, 2022 (Item #64). 23% Federal Funds, 8% State Funds, 69% Education Trust Funds.

Funds to support this request are available in the following accounts in Fiscal Years 2024 and 2025, and are anticipated to be available in Fiscal Year 2026 and Fiscal Year 2027 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-567010-71280000 State Longitudinal Data Systems

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svcs	\$50,000	-	\$50,000
2024	102-500731	Contracts for Prog Svcs	\$50,000	\$100,000	\$150,000
2025	102-500731	Contracts for Prog Svcs	-	\$300,000	\$300,000
2026	102-500731	Contracts for Prog Svcs	-	\$50,000	\$50,000
2027	102-500731	Contracts for Prog Svcs	-	-	-
Total			\$100,000	\$450,000	\$550,000

06-56-56-567010-30590000 Assessment & Accountability

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svcs	\$100,000	-	\$100,000
2024	102-500731	Contracts for Prog Svcs	\$100,000	-	\$100,000
2025	102-500731	Contracts for Prog Svcs	\$100,000	\$141,570	\$241,570
2026	102-500731	Contracts for Prog Svcs	\$100,000	\$141,570	\$241,570
2027	102-500731	Contracts for Prog Svcs	\$100,000	\$155,727	\$255,727
Total			\$500,000	\$438,867	\$938,867

06-56-56-560040-21960000 ETF Administration

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	038-500177	Technology-Software	\$500,000	-	\$500,000
2024	038-500177	Technology-Software	\$500,000	\$640,185	\$1,140,185
2025	038-500177	Technology-Software	\$500,000	\$538,550	\$1,038,550
2026	038-500177	Technology-Software	\$500,000	\$538,550	\$1,038,550
2027	038-500177	Technology-Software	\$500,000	\$430,822	\$930,822
Total			\$2,500,000	\$2,148,107	\$4,648,107

06-56-56-567010-30470000 Educational Statistics

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	038-500177	Technology-Software	\$125,650	-	\$125,650
2024	038-500177	Technology-Software	\$125,650	-	\$125,650
2025	038-500177	Technology-Software	\$253,215	(\$53,215)	\$200,000
2026	038-500177	Technology-Software	\$253,215	(\$203,215)	\$50,000
2027	038-500177	Technology-Software	\$338,537	(\$288,537)	\$50,000
Total			\$1,096,267	(\$544,967)	\$551,300

06-56-56-562010-25190000 Title IV-B 21st Cent Community

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svcs	-	-	-
2024	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
2025	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
2026	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
2027	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
Total			-	\$40,000	\$40,000

Budget Summary

Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	\$775,650	\$0	\$775,650
2024	\$775,650	\$750,185	\$1,525,835
2025	\$853,215	\$936,905	\$1,790,120
2026	\$853,215	\$536,905	\$1,390,120
2027	\$938,537	\$308,012	\$1,246,549
Total	\$4,196,267	\$2,532,007	\$6,728,274

EXPLANATION

This request to amend a previously competitively bid contract is now **sole source** because the New Hampshire Department of Education (NHED) is broadening the scope of work and consequently adding funds to an existing five-year contract with Community & School Partners, LLC (CSP). By way of background, a Request for Proposal (RFP) was posted on February 11, 2022. The NHED sought a vendor to provide technical support to maintain and update its proprietary applications used for data collection and reporting. CSP offered lower hourly service rates than its counterparts and has experience in both education data and in supporting the NHED systems. In addition, NHED anticipates some system changes needing to take place in the spring of 2024 to accommodate end of the school year collections in the summer and beginning of the school year collections in early fall. As such, due to the existing contract in place, competitive rates, existing system and education experience, and quick turnaround time needed for these projects, CSP was recommended to perform this work resulting in this contract amendment.

NHED is in the process of modernizing its antiquated student data collection and reporting system through migration to newer hardware, software, and technologies standards. These technological advancements will enable the department to develop more sophisticated and efficient data collection and reporting, allowing schools and the department to submit, gather and analyze information, and provide tools to enhance the accuracy and reliability of data.

The NHED is requesting the amendment to allow CSP to provide additional technical support services for the following NHED initiatives:

- **iNHDEX Implementation.** iNHDEX stands for the Initiative for New Hampshire's Data Exchange and is a proprietary student information system named Alma that is being launched statewide. This system collects student level education data from New Hampshire's school districts, data that will be the primary source for the NHED data warehouse used to determine adequacy funding, school accountability, and legislative data requests.
- **Migration of i4see to i4see 2.0.** i4see was the initiative for school empowerment and excellence and is the original NH student level data collection launched in 2005. Version 2.0 will be used for targeted education programs (e.g., homeless, English Language Learners) that are not supported by iNHDEX. i4see 2.0 will collect the data, validate the data, and provide district certification to ensure the quality of the data used for state and federal reporting. This system will provide data; to administer the state assessment test, to support homeless and English Language education and for charter school funding.
- **Assessment reporting integration.** A reporting tool that will be integrated in the i4see Assessment system. This reporting tool will allow educators in schools to make use of the state assessment data to inform the instruction of students.
- **Hosting and enhancement of the Education and Student Success Platform (ESSP).** This is a proprietary system that NHED uses to collect aggregate data from school administration units,

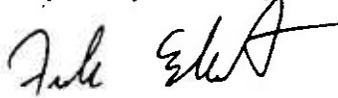
school districts, and schools that is required for state and federal reporting. These collections are used to meet state and federal requirements as well as provide valuable information for the NHED and state legislator.

- Creation of reports for the National Student Clearinghouse Student Tracker. This new legislative initiative was included in the 2024/2025 budget and will allow NH Schools to access the National Student Clearinghouse's comprehensive database used to verify the postsecondary academic achievements of NH students.
- Support the data exchange between Cayen, a third party who manages the federal reporting of 21st Century Community Learning Centers, a federal grant, and the NHED data warehouse.

This contract involves supporting and enhancing the applications that collect the data for approximately 200 school districts, 35 charter schools, 150 nonpublic schools, and other educational data collection needs. The data collected and housed in these applications is used in the calculation of Adequate Education Grants, various other state and Federal grants, as well as state and federal reporting requirements. The vendor maintains and updates proprietary data collection systems, assists the NHED with a variety of development initiatives, provides a significant amount of knowledge regarding the functionality of the systems, and has the ability to translate technology requirements into business needs to implement the changes and operational supports for the NHED's data collection systems.

CSP provides the NHED with exceptional programing support and technical expertise, and the NHED wishes to continue working with the vendor on the enhanced projects outlined above. Approval of this amendment will ensure the department's ability to produce accurate and timely reporting and to comply with state and federal mandates.

Respectfully submitted,



Frank Edelblut
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

February 20, 2024

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Community and School Partners, LLC, as described below and referenced as DoIT No. 2022-109A.

The purpose of this request is to develop, support, maintain, and update its proprietary data collection systems and to meet changing mandates as required for state and federal needs.

The Total Price Limitation will increase by \$2,532,007 for a New Total Price Limitation of \$6,728,274, effective upon Governor and Council approval through June 30, 2027.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2022-109A

cc: Kathy Wood, IT Lead

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and Community and School Partners, LLC (VC#159040) Portsmouth, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on August 17, 2022 (Item #64) hereby agree to modify same as follows:

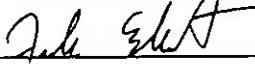
1. Amend Section 1.7 of form P-37 by increasing the price limitation by \$2,532,007 from \$4,196,267 to \$6,728,274.
2. Amend Exhibit A (Special Provisions) to include the following:

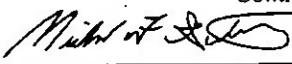
Services funded by accounting unit 06-56-56-567010-71280000 titled State Longitudinal Data Systems (SLDS) is authorized only upon receipt of an approval of no cost extensions of the 2019 SLDS Grant by the US Department of Education.
3. Remove Exhibit B (Scope of Work) and replace with Exhibit B-1 (Scope of Work).
4. Remove Exhibit C (Method of Payment) and replace with Exhibit C-1 (Method of Payment).
5. Remove Exhibit K (Terms and Definitions) and replace with Exhibit K-1 (Terms and Definitions).
6. Add Attachment 1 (Project Management Report).
7. Add Attachment 2 (Vendor Risk Assessment Report).
8. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
9. This amendment shall commence upon Governor and Council approval and shall terminate on June 30, 2027.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

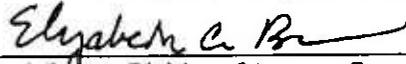
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By:  2/27/2024
Frank Edelblut, Commissioner of Education Date

Community & School Partners, LLC
Contractor
By:  02/05/24
Michael Schwartz, Owner Date

Approved as to form, substance and execution by the Attorney General this 27 day of February, 2024.


Elizabeth Brown, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__.

By: _____

Contractor Initials: 

EXHIBIT B-1
Scope of Services

Please use Exhibit K-1 (Terms and Definitions) in conjunction with this document.

ORIGINAL SCOPE OF SERVICES

Community and School Partners (CSP) will be expected to provide technical support services for the existing production systems described below. CSP will provide operations support addressing required updates to these systems. CSP will enhance and expand the systems to meet changing requirements identified by the New Hampshire Department of Education (NHED) and required for state and federal needs.

The supported systems include:

- a. The i4see Workbench – This system is used to collect student level data; to validate data; and to provide reports for schools and districts. The system is also used to manage the assessment rosters for the state assessment system. The i4see workbench allows schools to monitor English Language Learners (ELL).
- b. Educator Survey System (ESS) – This system allows the department to collect district level survey data from schools and districts as well as students and teachers.
- c. Common Database (CD) – The common database maintains dimension and hierarchy data, such as the directory information about school administrative units (SAU), schools, and districts in New Hampshire. It is used by many systems within the NHED and is the primary source of dimension and hierarchy data for the data warehouse and reporting systems.
- d. MyNHDOE – This system was developed to manage access to the NHED's applications. It allows schools to control access for their staff to these applications. A primary administrator within each SAU manages access for the district. The system is integrated with the Educator Information System to manage access as users leave a district.
- e. New Hampshire Data Warehouse – The data warehouse is the central repository of data collected by the above systems, as well as other systems such as the special education and 21st century data systems. The warehouse is used for critical functions including school funding, school accountability, reporting and policy decisions.

CSP will support the aforementioned technologies to meet the needs of the NHED, listed below:

- a. As users, identify areas to improve the quality of data – debug, add validation rules, and resolve system issues to improve the functionality of the existing systems.
- b. As users, identify areas to improve the workflow and system processes – define detailed requirements and implement the desired modifications to the existing systems.
- c. As users and business leaders, identify additional functionality required to meet state and federal requirements, extend the supported systems to meet these requirements.
- d. As users and business leaders, identify additional functionality that should be created independent of these systems, add related MyNHDOE systems to meet these requirements.
- e. CSP should have extensive knowledge of education policy and the NHED Data collection systems to be able to help design the appropriate solutions to meet business needs, and state and federal requirements.

EXHIBIT B-1
Scope of Services
Continued

- f. CSP will develop detailed design descriptions for system improvements as required.
- g. CSP will define test plans as needed and perform a unit test before requesting a user acceptance test.
- h. CSP will provide training and user support as requested.
- i. All work will be approved by the NHED project manager and tracked in the system management tool.

ADDITIONAL PROJECTS INCLUDED IN AMENDMENT

1. Support of Alma iNHDEX Implementation

CSP will support this implementation of the Alma iNHDEX system (a proprietary student information system initiating NH's data exchange), to provide support to ensure the existing NHED database architecture can manage the transformation to the new iNHDEX implementation. Extraction, transformation and loading (ETL) of data from the Alma system must enable the maintenance of existing systems and along with a web Application Programming Interface used to securely share information with web applications (APIs) the population of the Common Education Data Standards (CEDS) data warehouse with NHED source system data. The support will be defined by the NHED Alma project management team and may include but are not limited to:

- Support the creation of ETL for data from new iNHDEX submissions to old i4see submissions;
- Refactoring reports and applications to pull from CEDS data warehouse;
- Assist with the building of the NH Student Database (DB) – Create database functions to support the data warehouse;
 - Support the integration of new data from iNHDEX into the existing data warehouse; and
 - Support the integration of data coming from NHED rather than Alma, into the data warehouse.
- Update i4see Reports to pull from Student DB (e.g., Adequacy report);
- Re-point systems and reports to the new data warehouse and CEDS;
- Create data structure to enable i4see to provide latest context of the student (with data from Alma);
- Create an interface between Alma and i4see2 / MyNHDOE to enable connection between the two systems; and
- Provide additional support as identified by NHED Division of Education Analytics & Resources (DEAR) project management team.

2. Migration of i4see to i4see 2.0 and SSO to SSO 2.0

CSP will create and extend i4see 2.0 using the latest .NET and C# technologies (web development architectures). The new i4see 2.0 should take the components of i4see that are currently being used and migrate them (redesigned as needed) to i4see 2.0. Additionally, NHED leverages Single Sign On (SSO) to provide access to users for NHED applications. This tool as well was developed using older WebForms technologies and should be upgraded. The support will be defined by the NHED in collaboration with DOIT and may include but are not limited to:

EXHIBIT B-1
Scope of Services
Continued

- Migrate existing i4see functionality that will continue with the transition to Alma to i4see 2.0, using modern technologies such as .NET 7.0 (Web API), MVC, and Angular.
- Where possible extend the functionality to increase the ability of NHED staff to administer the system and not rely on coding or database changes.
- Enhance i4see to support additional needs of the NHED - work with NHED staff to design, develop and test.
- Create a common structure for data review in i4see 2.0. e.g., for Adequacy Reporting - including the ability to link to the detail (and across reports); all as part of the review of the data.
- Ensure system is easy to configure and to add additional programs. e.g., McKinney Vento (a federal program to support students living in a homeless environment), migrant, English Speakers of Other Languages (ESOL)
However, need to consider the balance between isolating application code by program; and the desire to have common code that can manage and process multiple programs.
- Where possible, functions should be developed as objects that can be used throughout the system - e.g., file upload; State Assigned Student Identifier (SASID) profile; etc.
- Create landing page to allow user to jump off to different 'applications'.
- Ability to plug in link to Data dictionary into i4see 2.0
- Make sure that all data elements in i4see 2.0 are defined and this definition is visible to end users.
- Knowledge base - help button on any screen (that links back to the confluence system)
- Isolate DB layer so it's clear how to access the data within each program. Incorporate shared collaboration of DB design. Where appropriate, create API access to data, to ensure the access to the data is common.
- Create structure for resource files to display error messages and user messages.
- As appropriate, embedded test procedures to enable regression testing.
- Ensure the data access layer is prepared to shift from current DBs (Student Level Education Data (SLED), Common, etc.); to School Courses for the Exchange of Data (SCED) and future data warehouse structure.
- Integrate reminder system developed for ESSP into i4see 2.0.
- Automate follow-up and scheduling for submissions communications.
- Create a file upload function (e.g., from the Department of Health & Human Services (DHHS) that uses validator and matching to then end up in a table.)
- Incorporate use of validator but consider modifying it to focus on element level rather than submission level validation.
- Open the file upload feature internally, as well as externally. A location to upload any 3rd party files - for NHED to receive.
- Where possible extend the functionality to increase the ability of NHED staff to administer the system and not rely on coding or database changes.
- Provide support to NHED staff to learn and administer the new i4see 2.0 and SSO 2.0 systems.
- Modify Post-Secondary uploads as needed to conform to new architecture and database.

EXHIBIT B-1
Scope of Services
Continued

- Upgrade the existing SSO to a new SSO 2.0 that uses modern technologies such as .NET 7.0 (Web API), MVC and Angular.

3. Support, Enhancements and Hosting of Education Success Platform (ESP)

CSP will support continued and expanded use of the ESP Solution. NHED requests that CSP support the continued implementation, the extension as functions requires, and consider hosting the system beginning with the 2024-25 school year.

- CSP will enhance the ESP software as needed, adding additional features, providing support both technical and school support.
- CSP will upgrade ESP with enhancements made in its base system.
- CSP will support the continued rollout of the ESP system to implement the remaining DEAR surveys and required enhanced functionality.
- CSP will provide additional training and support to NHED staff to leverage ESP for additional functions to support school districts.

If requested, CSP will host their ESP solution. This will enable reduced support costs, improved response for maintenance and enhancements, access to continuous upgrades to the ESP solution and updates to architecture components. CSP will meet the Department of Information & Technology (DoIT) requirements for hosting, as outlined in the Project Management Report (Attachment 1) and Vendor Risk Assessment Report (Attachment 2).

4. Creation of Assessment Reports to Inform Instruction for NH Educators

Recently a third-party vendor NHED contracted with for more than 15 years to provide teachers and administrators access to state and local assessment data and other student demographic information, discontinued the support for the platform. As such, in response to this platform no longer being available for NH educators, CSP will develop reporting mechanisms to provide teacher level access to assessment data using the existing data maintained in the NHED data warehouse and assessment databases. Integrating with the existing SSO system teachers and administrators can have immediate access to assessment data that can inform instructional decisions.

5. Creation of Reports for the National Student Clearinghouse Student Tracker

CSP will develop reporting mechanisms to provide school level access to nationwide postsecondary enrollment and graduation data to better understand the postsecondary progress and success of student populations.

6. 21st Century Community Learning Centers

CSP will support the data exchange between Cayen, a third party who manages the federal reporting of 21st Century Community Learning Centers (21CCLC), a federal grant, and the NHED data warehouse.

ADDITIONAL NOTE

Vendor understands they must complete an approved Project Management Report (Attachment 1) and Vendor Risk Assessment Report (Attachment 2) prior to hosting the Educator and Student Success Platform off site. Project Number 1 is contingent upon no cost extensions granted by USED to NHED for the 2019 SLDS Grant (State Longitudinal Data Systems Grant).

**EXHIBIT C-1
Method of Payment**

Support Component Cost

<u>Support Component</u>	<u>Cost Year 1</u>	<u>Cost Year 2</u>	<u>Cost Year 3</u>	<u>Cost Year 4</u>	<u>Cost Year 5</u>
Detailed Design	\$176,019.14	\$346,259	\$403,965	\$313,192	\$280,611
Development	\$399,355.25	\$785,599	\$926,522	\$720,576	\$646,656
Testing	\$143,843.60	\$282,965	\$330,122	\$255,942	\$229,317
Training	\$37,853.58	\$74,464	\$86,874	\$67,353	\$60,347
Project Management	\$18,578.43	\$36,548	\$42,637	\$33,057	\$29,618
Total Cost Per Year	\$775,650	\$1,525,835	\$1,790,120	\$1,390,120	\$1,246,549
Total Cost Over Five Years	\$6,728,274				

Amendment Cost Per Project

<u>Project #</u>	<u>Amendment Cost Per Project</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
1	Support of ALMA iNHDEX Implementation	-	\$100,000	\$300,000	\$50,000	-
2	Migration of i4see to i4see 2.0 and SSO to SSO 2.0	-	\$368,550	\$193,050	\$193,050	-
3	Support, Enhancements and Hosting of Education Success Platform (ESP)	-	\$271,635	\$142,285	\$142,285	\$142,285
4	Creation of Assessment Reports to Inform Instruction for NH Educators	-	-	\$141,570	\$141,570	\$155,727
5	Creation of Reports for the National Student Clearinghouse Student Tracker	-	-	\$150,000	-	-
6	21st Century Community Learning Centers	-	\$10,000	\$10,000	\$10,000	\$10,000
Total Cost Per Year		-	\$750,185	\$936,905	\$536,905	\$308,012
Total Cost Over Five Years		\$2,532,007				

Contractor Initials: AS

**EXHIBIT C-1
Method of Payment
Continued**

Rate Categories

Rates will be billed per the following schedule.

<u>Position</u>	<u>Hourly Rate FY23</u>	<u>Hourly Rate FY24</u>	<u>Hourly Rate FY25</u>	<u>Hourly Rate FY26</u>	<u>Hourly Rate FY27</u>
Program Manager	\$124	\$124	\$136	\$136	\$150
Senior Architect and Developer*	\$0	\$150	\$165	\$165	\$180
Lead Architect	\$124	\$124	\$136	\$136	\$150
Developer	\$95	\$95	\$105	\$105	\$115
Junior Developer	\$60	\$60	\$66	\$66	\$73
Senior Trainer / Tester*	\$0	\$95	\$105	\$105	\$115
Trainer / Tester	\$60	\$60	\$66	\$66	\$73

*The senior architect and developer, and senior training/tester positions are new.

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed \$6,728,274

Funding Source: Funds to support this request are available in the following accounts in Fiscal Years 2024 and 2025, and are anticipated to be available in Fiscal Year 2026 and Fiscal Year 2027 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-567010-71280000 State Longitudinal Data Systems

<u>Fiscal Year</u>	<u>Class/Account</u>	<u>Class Title</u>	<u>Current Budget</u>	<u>Increased (Decreased) Amount</u>	<u>Revised Budget</u>
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2027	102-500731	Contracts for Prog Svcs	-	-	-
Total			\$100,000	\$450,000	\$550,000

Contractor Initials: MS

**EXHIBIT C-1
Method of Payment
Continued**

06-56-56-567010-30590000 Assessment & Accountability

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2025	038-500177	Technology-Software	\$500,000	\$538,550	\$1,038,550
2026	038-500177	Technology-Software	\$500,000	\$538,550	\$1,038,550
2027	038-500177	Technology-Software	\$500,000	\$430,822	\$930,822
Total			\$2,500,000	\$2,148,107	\$4,648,107

06-56-56-567010-30470000 Educational Statistics

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	038-500177	Technology-Software	\$125,650	-	\$125,650
2024	038-500177	Technology-Software	\$125,650	-	\$125,650
2025	038-500177	Technology-Software	\$253,215	(\$53,215)	\$200,000
2026	038-500177	Technology-Software	\$253,215	(\$203,215)	\$50,000
2027	038-500177	Technology-Software	\$338,537	(\$288,537)	\$50,000
Total			\$1,096,267	(\$544,967)	\$551,300

06-56-56-562010-25190000 Title IV-B 21st Cent Community

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svcs	-	-	-
2024	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
2025	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
2026	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
2027	102-500731	Contracts for Prog Svcs	-	\$10,000	\$10,000
Total			-	\$40,000	\$40,000

Signature: 

Email: mike.schwartz@demonstratedsuccess.com


MS

EXHIBIT C-1
Method of Payment
Continued

Budget Summary

Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	\$775,650	\$0	\$775,650
2024	\$775,650	\$750,185	\$1,525,835
2025	\$853,215	\$936,905	\$1,790,120
2026	\$853,215	\$536,905	\$1,390,120
2027	\$938,537	\$308,012	\$1,246,549
Total	\$4,196,267	\$2,532,007	\$6,728,274

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

DEARi@doe.nh.gov

Contractor Initials: MS

EXHIBIT K-1
Terms and Definitions

Updated 2-2-2024

The following terms and definitions apply except as specifically noted elsewhere in this Contract.

2019 SLDS Grant

State Longitudinal Data Systems Grant, Federal Award R372A200006-23 CFDA #84.378 period of performance 03/01/2020-02/28/2025, anticipated to be period of performance 03/01/2020-02/28/2028 pending no cost extensions.

21st Century Community Learning Centers Grant

The 21st Century Community Learning Centers Program was established under ESEA by Congress to award grants to rural and inner-city public schools, or consortia of such schools, to enable them to plan, implement, or expand projects that benefit the educational, health, social services, cultural and recreational needs of the community.

Acceptance

Notice from the State that a Deliverable has satisfied Acceptance Test or Review.

Alma

A student information collection system used by NHED and NH schools.

Angular

A web development architecture used for web development.

Application Programming Interface (API)

A structure and secure method to program sharing of data between multiple systems.

C#

An object-oriented, component-oriented programming language.

Common Education Data Standards (CEDS)

Education standards that have been defined by the US Department of Education. They provide a common format to store data. By using this format, NHED can take advantage of existing tools to share and report public education data.

Confidential Information

Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry (PCI), and or other sensitive and confidential information.

EXHIBIT K-1
Terms and Definitions
Continued

Confluence System

Confluence™ Collaboration Tool is a remote-friendly team workspace used by the NHED.

Data

State records, files, forms, electronic information, and other documents or information, in either electronic or paper form, that will be used/converted by the Vendor during the contract term.

Data Breach

The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

Database (DB)

Used to store information electronically. The NHED maintains a series of secure databases to report public aggregated student data.

Deficiency (-ies)/Defects

A failure, shortcoming, or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

Deliverable

Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.

Documentation

All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

Enhancements

Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.

English Speakers of Other Languages (ESOL/EL/ELL)

State and federal programs to support students whose primary language is not English.

Education Success Platform (ESP/ESSP)

The proprietary system that NHED is using to collect aggregate data from school administration units, school districts and schools. It is integrated with the NHED data warehouse.

Education Survey System (ESS)

This system allows the NHED to collect district level survey data from schools and districts.

ESEA

Federal Elementary and Secondary Education Act

Extract, Transform and Load (ETL)

A term given to structured technology routines that accept data and then converts the data to store in a secure data warehouse.

EXHIBIT K-1
Terms and Definitions
Continued

Hosted Services

Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

Hosted System

The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.

i4See

The initiative for school empowerment and excellence. This initiative was the original NH student level data collection, launched in 2005. It will continue to be used for targeted education programs, for data quality and certification, as well as state and federal reporting.

iNHDEX

The initiative for NH's Data Exchange. This initiative will replace components of the i4see system, which has been in place since 2005 to collect student level education data.

iPlatform

A NHED web application developed using a technology called Tableau to share aggregate education data with the public.

Local Education Agency (LEA)

The term used to represent a school, district, or school administration unit.

McKinney Vento

A federal program to support students living in a homeless environment.

Migrant

A federal program to support students living in a migrant situation.

Model-View-Controller (MVC)

A web development architecture to create a structure to program web applications.

MyNHDOE

A secure single sign-on system to allow access by NH school users, educators trained in NH, NHED staff and others to access NHED web applications.

National Student Clearinghouse StudentTracker

A comprehensive database used to verify the postsecondary academic achievements of NH students.

.NET

Web development architecture, used for web development.

New Hampshire Student Assessment System (NHSAS)

The combination of state assessments used to monitor student academic growth and hold schools accountable for student learning. The assessments include the Cambium NHSAS, College Board SAT, and the Access test for English Language Learners.

Non-Public Information

Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that

EXHIBIT K-1
Terms and Definitions
Continued

is exempt by statute, ordinance, or administrative rule from access by the general public as public information.

Personal Information

“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.

State Assigned Student Identifier (SASID)

A student identifier assigned to every NH public school student. Used to separate student data from personally identifiable student data.

School Courses for the Exchange of Data (SCED)

A standard format to define student and school education data.

Student Level Education Data (SLED)

A NHED data warehouse.

Security Incident

“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Services

The work or labor to be performed by the Vendor on the Project as described in a contract.

Single Sign-On (SSO)

Another name for MyNHDOE – the single sign on system used by the NHED for access to NHED web applications.

Software

All Custom, Software as a Service (SAAS), and Commercial off-the-shelf (COTS) computer programs and applications provided by the Contractor under the Contract.

Software Deliverables

All Custom, Software as a Service (SAAS), and Commercial off-the-shelf (COTS) Software and Enhancements.

Software License

Licenses provided to the State under this Contract.

Specifications

Written details that set forth the requirements which include, without limitation, the 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.

EXHIBIT K-1
Terms and Definitions
Continued

State Data

All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained, or otherwise controlled by the State or by the Contractor.

State Fiscal Year (SFY)

The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

Student Level Education Data (SLED)

A NHED data warehouse.

Subcontractor

A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.

System

All Software, specified hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.

Term

Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.

Warranty

The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.

Warranty Period

A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

Web API

A web application programming interface used to securely share information with web applications.

Work Plan

Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities, and events to be performed.

ATTACHMENT 1 Project Management Report

Vendor Technical, Service, and Project Management (Included for ESP Hosting Scenario)		
	State Version Requirements	Vendor
Req #	Requirement Description	Vendor Response
1. APPLICATION GENERAL SPECIFICATIONS		
1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	
1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	
1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	
2. APPLICATION SECURITY		
2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	
2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	
2.3	Provide a secure user authentication model in accordance with DoIT's statewide User Account and Password Policy (https://nhstaff.nh.gov/doi/intranet/toolbox/standards/documents/End-userAccountandPasswordPolicy.pdf).	
2.4	Provide role based authorization to all users at the district level with dedicated administrator account for each district.	
2.5	Provide role based authorization to all users at the state level including an administrator account that can only control state level data. In addition, the state administrator account should be able to manage district authorization.	
2.6	Provide the ability to limit the number of people that can grant or change authorizations.	
2.7	Establish ability to enforce session timeouts during periods of inactivity.	
2.8	The application shall not store authentication credentials or sensitive data in its code.	
2.9	Logging capability for user access and interaction with customizable durations for logging.	
2.10	The application must allow a human user to explicitly terminate a session (e.g. Administer kill a session). No remnants of the prior session should then remain.	
2.11	Do not use Software and System Services for anything other than they are designed for.	
2.12	The application Data shall be protected from unauthorized use when at rest.	

ATTACHMENT 1
Project Management Report
Continued .

2.13	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	
2.14	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	
2.15	Utilize change management documentation and procedures	
2.16	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	
2.17	Meet The Americans with Disabilities Act" or ADA 508 (https://www.justice.gov/crt/pl-105-220-1998-hr-1385-pl-105-220-enacted-august-7-1998-112-stat-936-codified-section-504).	
3. APPLICATION PRIVACY (meets the following)		
3.1	RSA 189.66 (Student and Teacher Information Protection and Privacy) at https://www.gencourt.state.nh.us/rsa/html/XV/189/189-66.htm .	
3.2	The Family Educational Rights and Privacy Act (FERPA) at (https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html).	
3.3	New Hampshire Privacy Regulation HP1612 (https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/minimum-standards-privacy.pdf).	
4. APPLICATION SECURITY TESTING		
4.1	UAT test environment for deployments and upgrades.	
4.2	Provide sandbox to the state for training and customizations.	
5. HOSTING-CLOUD REQUIREMENT - OPERATIONS		
5.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	
5.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	
5.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	
5.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	
5.5	Vendor shall monitor System, security, and application logs.	
5.6	Vendor shall manage the sharing of data resources.	
5.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	
5.8	The Vendor shall monitor physical hardware.	

ATTACHMENT 1
Project Management Report
Continued

5.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	
5.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	
6. HOSTING-CLOUD REQUIREMENT - DISASTER RECOVERY		
6.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	
6.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	
6.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	
6.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	
6.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	
6.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	
6.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	
7. HOSTING-CLOUD REQUIREMENT - HOSTING SECURITY		
7.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	
7.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	
7.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	

ATTACHMENT 1
Project Management Report
Continued

7.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	
7.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	
7.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	
7.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	
7.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	
7.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	
7.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	
8. HOSTING-CLOUD REQUIREMENT - SERVICE LEVEL AGREEMENT		
8.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	
8.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	
8.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	
8.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	
8.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	

ATTACHMENT 1
Project Management Report
Continued

8.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <p>8.6.1 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>8.6.2 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> <p>8.6.3 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.</p>	
8.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <p>8.7.1 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;</p> <p>8.7.2 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.</p>	
8.8	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	
8.9	<p>A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.</p>	
8.10	<p>If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.</p>	
8.11	<p>The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.</p>	
8.12	<p>A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.</p>	

ATTACHMENT 1
Project Management Report
Continued

8.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	
8.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	
9. SUPPORT & MAINTENANCE REQUIREMENTS		
9.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	
9.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	
9.3	Repair software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	
9.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	
9.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <p>9.5.1 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>9.5.2 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> <p>9.5.3 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.</p>	
9.6	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.	

**ATTACHMENT 1
Project Management Report
Continued**

9.7	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.	
9.8	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.	
9.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: 9.9.1 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; . 9.9.2 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; or as agreed between the parties.	
9.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	
9.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	
9.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	
9.13	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	

**ATTACHMENT 1
Project Management Report
Continued**

9.14	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	
9.15	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	
9.16	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	
9.17	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	
9.18	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	
9.19	Customer solutions and support center proposal.	
9.20	Technical reporting and advisory.	
10. PROJECT EXECUTION		
10.1	<p>Implementation approach - The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach. Provide one or more feasible Implementation Plans. For each plan provided:</p> <p>10.1.1 Identify timeframes for major milestones, including timing for discontinuing legacy Systems;</p> <p>10.1.2. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs</p> <p>10.1.3. Address the level of risk associated with each plan.</p> <p>10.1.4. Why is this the approach you recommend?</p> <p>10.1.5. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project - i.e. SharePoint, Portal.</p>	

ATTACHMENT 1
Project Management Report
Continued

<p>10.2</p>	<p>Migration Strategy- The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible:</p> <p>10.2.1 It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from Click or tap here to enter text. Legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.</p> <p>10.2.2 Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.</p> <p>10.2.3 Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?</p> <p>10.2.4 What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?</p> <p>10.2.5 Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.</p> <p>10.2.6 Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process</p>	
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ATTACHMENT 2
Vendor Risk Assessment Report

State of New Hampshire
Cyber Security Group



Vendor Risk Assessment Report (VRAR)

Version 1.1

ATTACHMENT 2
Vendor Risk Assessment Report
Continued

Executive Summary

The State of NH requires that all systems connected to the State Network or process State data, meet an acceptable level of security compliance. This includes those systems that operate outside of the States' direct control such as Cloud Services defined as Software as a Service (SaaS), Infrastructure as a Service (IaaS) or Platform as a Service (PaaS).

The State of NH has adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 as the baseline for security requirements with NIST 800-53 as the source for identifying and implementing specific information technology security controls. This security baseline provides the State of New Hampshire basic requirements to protect citizen data and services. These basic requirements and controls are referenced or described in the State of NH Statewide Information Security Manual (SISM).

The following is a high-level view of specific security requirements that are needed to meet compliance. The control references (e.g., AC-2) refer to the specific NIST 800-53 control as listed in the SISM, which may be found at the following Link: [New Hampshire Statewide Information Security Manual \(nh.gov\)](https://www.nh.gov/InformationSecurityManual)

Note: There may be additional requirements depending on the sensitivity of the data and other Federal and State mandates, or agency specific requirements. If a Privacy Impact Assessment is required, it should be submitted as a separate document.

ATTACHMENT 2
Vendor Risk Assessment Report
Continued

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Vendor Risk Assessment Report
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[Type here]

VENDOR System Information

Provide and validate the information below. For example, if the deployment model is Government only, ensure there are no non-Government customers. The VRAR template is intended for systems categorized at the Moderate or Low security impact level, in accordance with the FIPS Publication 199 Security Categorization.

Table 2-1. System Information

VENDOR Name:
Solution/System Name:
Service Model: (e.g., IaaS, PaaS, SaaS)
FIPS PUB 199 System Security Level: (e.g., Moderate, Low)
Fully Operational as of: Enter the date the system became fully operational.
Number of Customers (State/Others): Enter # of customers / # of other customers
Deployment Model: Is the service a Public Cloud, Government-Only Cloud, Federal Government-Only Cloud, or Other? If other, please describe.
System Functionality: Briefly describe the functionality of the system and service being provided.

Relationship to Other Vendors or CSPs

If this system resides in another VENDOR's environment or inherits security capabilities, please provide the relevant details in Tables 2-2 and 2-3 below. Please note, the leveraged system itself must be State Authorized. For example, a large VENDOR may have a commercial service offering and a separate service offering with a State Authorization. Only the service offering with the State Authorization may be leveraged.

IMPORTANT: If there is a leveraged system, be sure to note below every capability that partially or fully leverages the underlying system. When doing so, indicate the capability is fully inherited or describe both the inherited and non-inherited aspects of the capability.

Table 2-2. Leveraged Systems

#	Question	Yes	No	N/A	If Yes, please describe.
1	Is this system leveraging an underlying provider?				If "yes," identify the underlying system.

List all services leveraged. The system from which the service is leveraged must be listed in Table 2-2 above.

Table 2-3. Leveraged Services

#	Service	Service Capability	System
1	State what is being leveraged or "None" if no service is leveraged or if the VENDOR is responsible for the entire stack.	List the capability the service provides (e.g., load balancer, SIEM, database, audit logging).	Identify the system from which the service is being leveraged.

[Type here]

Data Flow Diagrams

Insert Vendor-validated data flow diagram(s) and provide a written description of the data flows. The diagram(s) must:

- clearly identify anywhere State data is to be processed, stored, or transmitted;
- clearly delineate how data comes into and out of the system boundary;
- clearly identify data flows for privileged, non-privileged and customer access; and
- depict how **all ports, protocols, and services** of all inbound and outbound traffic are represented and managed.

Separation Measures [AC-4, SC-2, SC-7]

Assess and describe the strength of the physical and/or logical separation measures in place to provide segmentation and isolation of tenants, administration, and operations; addressing user-to-system; admin-to-system; and system-to-system relationships.

The Vendor must base the assessment of separation measures on very strong evidence, such as the review of any existing penetration testing results, or an expert review of the products, architecture, and configurations involved. The Vendor must describe how the methods used to verify the strength of separation measures.

System Interconnections

A System Interconnection is a dedicated connection between information systems, such as between a SaaS/PaaS and underlying IaaS.

The Vendor must complete the table below. If the answer to any question is "yes," please briefly describe the connection. Also, if the answer to the last question is "yes," please complete Table 2-5 below.

Table 2-4. System Interconnections

#	Question	Yes	No	If Yes, please describe.
1	Does the system connect to the Internet?			
2	Does the system connect to a corporate or state infrastructure/network?			
3	Does the system connect to external systems?			If "yes," complete Table 2-5 below.

[Type here]

If there are connections to external systems, please list each in the table below, using one row per interconnection. If there are no external system connections, please type "None" in the first row.

Table 2-5. Interconnection Security Agreements (ISAs)

#	External System Connection	Does an ISA Exist?		Interconnection Description. If no ISA, please justify below.
		Yes	No	
1				
2				

[Type here]

Capability Risk

State Mandates

This section identifies State requirements applicable to all State approved systems. Requirements labeled B+ (Baseline Plus) indicate handling of restricted, confidential, or federally regulated information which corresponds to Section Two of the SISM. All requirements in this section must be met. Some of these topics are also covered in greater detail in Section 3.2, *State Requirements*, below.

Only answer "Yes" if the requirement is fully and strictly met. The Vendor must answer "No" if an alternative implementation is in place.

Table 3-1. State Mandates

#	Compliance Topic	Fully Compliant?	
		Yes	No
1	Data at Rest, Authentication: Are only FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules used where cryptography is required?		
2	Transmission, Remote Access: Are FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required?		
3	Can the VENDOR'S solution integrate with the State's IAM solution(s)?		
4	Does the VENDOR utilize security boundary/threat protection devices to protect the network, system, application...e.g., firewalls intrusion detection/prevention systems, end point protection etc.? [SC-7] [SI-3/SI-4]		
5	Can the VENDOR consistently remediate High risk vulnerabilities within 30 days and Medium risk vulnerabilities within 60 days? [SI-2]		
6	Does the VENDOR and system meet Federal Records Management Requirements, including the ability to support record holds, National Archives and Records Administration (NARA) requirements, and Freedom of Information Act (FOIA) requirements?		
7	Does the VENDOR store, process or transmit <u>State data</u> only in the continental US and is that data backed up in only US locations?		
8	Does the VENDOR have a process to securely dispose of State data from its systems upon request that is in accordance with the National Institute for Standards and Technology (NIST) Special Publication 800-88 revision 1 <u>and</u> will provide to the State a certificate of data destruction? [MP-6].		
9	All operating systems (OS) <u>AND</u> major application software components (e.g., Microsoft SQL, Apache Tomcat, Oracle Weblogic, etc.), must NOT be past N-1. Applications which are not operating on the most recent platform MUST have a roadmap to upgrade with a State approved timeline. Does the application support the N-1 requirement?		

[Type here]

<p>10 B+</p>	<p>Does the vendor have a current 3rd party attestation certification and is it regularly renewed? The State desires an independent 3rd party attestation (e.g., FedRAMP, StateRAMP, SOC 2 Type 2, ISO 27001, or HITRUST) <i>prior to</i> contract award for systems containing Restricted/Highly Restricted data. <i>Note: SaaS vendors cannot use IaaS/PaaS certification unless the application is explicitly covered as part of the IaaS/PaaS assessments.</i> [CA-7, RA-3, SA-9]</p>		
<p>11 B+</p>	<p>Does the VENDOR's staff have appropriate background checks for unprivileged and privileged access and accounts according to Federal and/or State Restricted/Highly Restricted regulations and procedures for those systems that require it? [AC-2, PS-3]</p>		

State Requirements

This section identifies additional State requirements. All requirements in this section must be met; however, compensatory controls and non-applicability justifications will be considered as part of the Risk Assessment.

Data at Rest and Authentication [SC-13]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules. FIPS 140-2 Compliant is not sufficient. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2a. Data at Rest & Authentication

	Cryptographic Module Type	FIPS 140-2 Validated?		NSA Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A Justification
		Yes	No	Yes	No		
1	Data at Rest [SC-28]						
2	Authentication [IA-5, IA-7]						

[Type here]

Transport Layer Security [NIST SP 800-52, Revision 2]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules relating to block ciphers, digital signatures and hash functions. Full FIPS mode is not required unless other regulatory requirements must be met. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2b. Transport Encryption

	Cryptographic Module Type	FIPS 140-2 Validated?		NSA Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A Justification
		Yes	No	Yes	No		
1	Transmission [SC-8 (1), SC-12, SC-12 (2, 3)]						
2	Remote Access [AC-17 (2)]						

The Vendor must identify all protocols in use. The Vendor may add rows to the table if appropriate but must not remove the original rows.

[Type here]

Table 3-3. Transport Protocol

#	The Cryptographic Module Type	Protocol In Use?		If "yes," please describe use for both internal and external communications
		Yes	No	
1	SSL (Non-Compliant)			
2	TLS 1.0 (Non-Compliant)			
3	TLS 1.1 (Non-Compliant)			
4	TLS 1.2 (Compliant)			
5	TLS 1.3 (Compliant)			

Identification and Authentication, Authorization, and Access Control

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-4. Identification and Authentication, Authorization, and Access Control

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system uniquely identify and authorize organizational users (or processes acting on behalf of organizational users) in a manner that cannot be repudiated, and which sufficiently reduces the risk of impersonation? [IA-2, IA-4]			
2	Does the system require multi-factor authentication (MFA) for administrative accounts and functions? [IA-2, IA-2 (1), IA-2 (2)]			
3	Is role-based access used, managed, and monitored? [IA-4, IA-5]			
4	Does the system restrict non-authorized personnel's access to resources? [AC-6, AC-6 (1), AC-6 (2)]			
5	Does the system restrict non-privileged users from performing privileged function? [AC-6, AC-6 (1), AC-6 (2), AC-6 (10)]			
6	Does the system ensure secure separation of customer data? [SC-4]			

[Type here]

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
7	Does the system ensure secure separation of customer processing environments? [SC-2]			<i>The capability description is not required here, but must be included in Section 2.3, Separation Measures.</i>
8	Does the system restrict access of administrative personnel in a way that limits the capability of individuals to compromise the security of the information system? [AC-2]			<i>The capability description is not required here, but must be included in Section 2.3, Separation Measures.</i>
9	Does the remote access capability include VENDOR-defined and implemented usage restrictions, configuration guidance, and authorization procedure? [AC-17]			
10	How will the State's password policy be enforced? State requires minimum 14-character complex passwords (Upper, Lower, Special Character & Numerical) [IA-5]			

Audit, Alerting, Malware, and Incident Response

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-5. Audit, Alerting, Malware, and Incident Response

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system have the capability to detect, contain, and eradicate malicious software? [SI-3]			
2	Does the system store audit data in a tamper-resistant manner which meets chain of custody and any e-discovery requirements? [AU-4, AU-9]			
3	Does the VENDOR have the capability to detect unauthorized or malicious use of the system, including insider threat and external intrusions? [SI-4, SI-4 (4), SI-4 (5), SI-7, SI-7 (7)]			
4	Does the VENDOR log and monitor access to the system? [SI-4]			

[Type here]

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
5	Does the VENDOR have an Incident Response Plan and a fully developed Incident Response test plan? [IR-3, IR-8]			
6	Does the VENDOR have a plan and capability to perform security code analysis and assess code for security flaws, as well as identify, track, and remediate security flaws? [SA-11]			<i>If the system contains no custom software development, do not answer Y or N. Instead, state "NO CUSTOM CODE" here.</i>
7	Does the VENDOR implement automated mechanisms for incident handling and reporting? [IR-4, IR-4 (1), IR-6]			
8	Does the VENDOR retain online audit records for at least 90 days to provide support for after-the-fact investigations of security incidents and offline for at least one year to meet regulatory and organizational information retention requirements? [AU-11]			
9	Does the VENDOR have the capability to notify customers and regulators of confirmed incidents in a timeframe consistent with all legal, regulatory, or contractual obligations? The State of NH's requirement for security breach reporting is 24 hrs. of incident confirmation. [IR-6]			
10	If the VENDOR's solution provides email "send as" capabilities, does it support DMARC and DKIM for email protection?			<i>If the system does not support this feature, do not answer Y or N. Instead, state "Not Applicable" here.</i>

[Type here]

Contingency Planning and Disaster Recovery

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-6. Contingency Planning and Disaster Recovery

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR have the capability to recover the system to a known and functional state following an outage, breach, DoS attack, or disaster? [CP-2, CP-9, CP-10]			
2	Does the VENDOR have a Contingency Plan and a fully developed Contingency Plan test plan in accordance with Statewide Information Security Manual? [CP-2, CP-4]			
3	Does the system have alternate storage and processing facilities? [CP-6, CP-7]			
4	Does the system have or use alternate telecommunications providers? [CP-8]			
5	Does the system have backup power generation or other redundancy? [PE-11]			
6	Does the VENDOR have service level agreements (SLAs) in place with all telecommunications providers? [CP-8]			

Configuration and Risk Management

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-7. Configuration and Risk Management

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR maintain a current, complete, and accurate baseline configuration of the information system? [CM-2]			
2	Does the VENDOR maintain a current, complete, and accurate inventory of the information system software, hardware, and network components? [CM-8]			

[Type here]

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
3	Does the VENDOR have a Configuration Management Plan? [CM-9]			
4	Does the VENDOR follow a formal change control process that includes a security impact assessment? [CM-3, CM-4, CM-4 (2)]			
5	Does the VENDOR employ automated mechanisms to detect inventory and configuration changes? [CM-2, CM-2 (2), CM-6, CM-8]			
6	Does the VENDOR prevent unauthorized changes to the system? [CM-5]			
7	Does the VENDOR establish configuration settings for products employed that reflect the most restrictive mode consistent with operational requirements? [CM-6, CM-7]			<i>If "yes," describe if the configuration settings are based on Center for Internet Security (CIS) Benchmarks or United States Government Configuration Baseline (USGCB), or "most restrictive consistent with operational requirements."</i>
8	Does the VENDOR ensure that checklists for configuration settings are Security Content Automation Protocol (SCAP)-validated or SCAP-compatible (if validated checklists are not available)? [CM-6]			

For the following questions, Vendors may use Table 3-18 "Continuous Monitoring Capabilities – Additional Details" to enter the capability descriptions, supporting evidence, and missing elements.

9	Does the VENDOR perform authenticated operating system/ infrastructure, web, and database vulnerability scans at least monthly, as applicable? [RA-5, RA-5 (5)]			<i>Describe how the Vendor validated that vulnerability scans were fully authenticated.</i>
---	--	--	--	---

[Type here]

10	Does the VENDOR demonstrate the capability to remediate High risk vulnerabilities within 30 days and Moderate risk vulnerabilities within 60 days? [RA-5, SI-2]			Describe how the Vendor validated that the VENDOR remediates High vulnerabilities within 30 days and Moderate vulnerabilities within 60 days.
11	When a high-risk vulnerability is identified as part of continuous monitoring activities, does the VENDOR consistently check audit logs for evidence of exploitation? [RA-5]			
12	Does the VENDOR have a Supply Chain Risk Management (SCRM) plan and processes to identify and address weaknesses or deficiencies in the supply chain elements and processes of information systems?			Describe the Vendor's SCRM plan and processes.

Data Center Security

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-8: Data Center Security

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR restrict physical system access to only authorized personnel? [PE-2 through PE-6, PE-8]			
2	Does the VENDOR monitor and log physical access to the information system, and maintain access records? [PE-6, PE-8]			
3	Does the VENDOR monitor and respond to physical intrusion alarms and surveillance equipment? [PE-6, PE-6 (1)]			

Policies, Procedures, and Training

The Vendor must indicate the status of policy and procedure coverage for the NIST 800-53 Rev 5 families listed in Table 3-9 below.

To answer "yes" to a policy, it must be fully developed, documented, and disseminated; and it must address purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance. A single policy document may address more than one family provided the NIST requirements of each "-1" are fully addressed.

To answer "yes" to a procedure, it must be fully developed and consistently followed by the appropriate staff. List all applicable procedure documents for each family.

[Type here]

VENDORS must establish their own set of Policies and Procedures (P&Ps). They cannot be inherited from a leveraged system, nor can they be provided by the customer. Any exceptions and/or missing policy and procedure elements must be explained in Table 3-10 below.

Table 3-9. Policies and Procedures

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
1	Access Control [AC-1]					Policy: • Procedure(s): •
2	Awareness & Training [AT-1]					Policy: • Procedure(s): •
3	Audit & Accountability [AU-1]					Policy: • Procedure(s): •
4	Security Assessment & Authorization [CA-1]					Policy: • Procedure(s): •
5	Configuration Management [CM-1]					Policy: • Procedure(s): •
6	Contingency Planning [CP-1]					Policy: • Procedure(s): •
7	Identification & Authentication [IA-1]					Policy: • Procedure(s): •
8	Incident Response [IR-1]					Policy: • Procedure(s): •
9	Maintenance [MA-1]					Policy: • Procedure(s): •

[Type here]

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
10	Media Protection [MP-1]					Policy: • Procedure(s): •
11	Physical & Environmental Protection [PE-1]					Policy: • Procedure(s): •
12	Personnel Security [PS-1]					Policy: • Procedure(s): •
13	Risk Assessment [RA-1]					Policy: • Procedure(s): •
14	System & Services Acquisition [SA-1]					Policy: • Procedure(s): •
15	System & Communications Protection [SC-1]					Policy: • Procedure(s): •
16	System & Information Integrity [SI-1]					Policy: • Procedure(s): •
17	Planning [PL-1]					Policy: • Procedure(s): •
18	Supply Chain Risk Management [SR-1]					Policy: • Procedure(s): •

For any family with a policy or procedure gap, please describe the gap below.

Table 3-10. Missing Policy and Procedure Elements

Missing Policy and Procedure Elements
•

[Type here]

The Vendor must answer the questions below.

Table 3-11. Security Awareness Training

Question	Yes	No	Describe capability, supporting evidence, and any missing elements
Does the VENDOR train personnel on security awareness and role-based security responsibilities? [AT-2]			

[Type here]

Additional Capability Information

State will evaluate the responses in this section on a case-by-case basis.

Staffing Levels

In the table below, the Vendor must describe the VENDOR's organizational structure, staffing levels currently dedicated to the security of the system, as well as any planned changes to these staffing levels. This description must clearly indicate role and number of individuals as well as identify which staff is full-time dedicated, and which are performing their role as a collateral duty. **Note:** It is not necessary to include specific names of individuals; but rather their roles/titles.

Table 3-12. Staffing Levels

Staffing Levels

Change Management Maturity

While the following change management capabilities are not required, they indicate a more mature change management capability and may influence a State decision, especially for larger systems.

The Vendor must answer the questions below.

Table 3-13. Change Management

#	Question	Yes	No	If "no", please describe how this is accomplished.
1	Does the VENDOR's change management capability include a fully functioning Change Control Board (CCB)?			
2	Does the VENDOR have and use development and/or test environments to verify changes before implementing them in the production environment?			

Vendor Dependencies and Agreements

The Vendor must answer the questions below.

Table 3-14. Vendor Dependencies and Agreements

#	Question	Yes	No	Instructions
1	Does the system have any dependencies on other vendors such as a leveraged service offering, hypervisor and operating system patches, physical security and/or software and hardware support?			If "yes," please complete Table 3-15. Vendor Dependencies below.
2	Within the system, are all products still actively supported by their respective vendors?			If any are not supported, answer, "No."

[Type here]

#	Question	Yes	No	Instructions
3	Does the VENDOR have a formal agreement with a vendor, such as for maintenance of a leveraged service offering?			If "yes," please complete Table 3-16. Formal Agreements Details below.

If there are vendor dependencies, please list each in the table below, using one row per dependency. For example, if using another vendor's operating system, list the operating system, version, and vendor name in the first column, briefly indicate the VENDOR's reliance on that vendor for patches, and indicate whether the vendor still develops and issues patches for that product. If there are no vendor dependencies, please type "None" in the first row.

Table 3-15. Vendor Dependency Details

#	Product and Vendor Name	Nature of Dependency	Still Supported?	
			Yes	No
1				
2				

If there are formal vendor agreements in place, please list each in the table below, using one row per agreement. If there are no formal agreements, please type "None" in the first row.

Table 3-16. Formal Agreements Details

#	Organization Name	Nature of Agreement
1		
2		

Continuous Monitoring Capabilities

In the tables below, please describe the current state of the VENDOR's Continuous Monitoring capabilities, as well as the length of time the VENDOR has been performing Continuous Monitoring for this system.

Table 3-17. Continuous Monitoring Capabilities

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR have a lifecycle management plan that ensures products are updated before they reach the end of their vendor support period?			
2	Does the VENDOR have the ability to scan all hosts in the inventory?			
3	Does the VENDOR have the ability to provide scan files in a structure data format, such as CSV, XML files?			

[Type here]

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
4	Is the VENDOR properly maintaining their Plan of Actions and Milestones (POA&M), including timely, accurate, and complete information entries for new scan findings, vendor check-ins, and closure of POA&M items?			

In the table below, provide any additional details the Vendor believes to be relevant to State's understanding of the VENDOR's Continuous Monitoring Capabilities. If the Vendor has no additional details, please state, "None."

Table 3-18. Continuous Monitoring Capabilities – Additional Details

Continuous Monitoring Capabilities – Additional Details
Can the vendor provide a current 3rd party attestation certification annually when required? Note: SaaS vendors cannot use IaaS/PaaS certification unless the application is explicitly covered as part of the IaaS/PaaS assessments. [CA-7, RA-3, SA-9]

Status of System Security Plan (SSP)

In the table below, explicitly state whether the SSP is fully developed, partially developed, or non-existent. Identify any sections that the VENDOR has not yet developed.

Table 3-19. Maturity of the System Security Plan

Maturity of the System Security Plan

In the table below, state the number of controls identified as "Not applicable" in the SSP. List the Control Identifier for each, and indicate whether a justification for each has been provided in the SSP control statement.

Table 3-20. Controls Designated "Not Applicable"

<x> Controls are Designated "Not Applicable"

In the table below, state the number of controls with an alternative implementation. List the Control Identifier for each.

Table 3-21. Controls with an Alternative Implementation

<x> Controls have an Alternative Implementation

[Type here]

Organization's Security Representative or designee

PLEASE PRINT NAME

SIGNATURE

Date

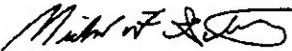
Certificate of Authority

I, Michael Schwartz, as a Sole Member of my Business Community and School Partners, LLC
(Name) (Name of Business)

under RSA 304-C hereby certify that I am authorized to execute contracts on behalf of my Business
Community and School Partners, LLC and may bind the organization thereby.
(Name of Business)

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 02/05/2024

Attest: 
Michael Schwartz, Sole Member


MS

02/05/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 349761

Certificate Number: 0006193747



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 2nd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

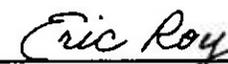
PRODUCER Kane Insurance 242 State Street Portsmouth NH 03801		CONTACT NAME: Eric Roy PHONE (A/C, No, Ext): (603) 433-5600 E-MAIL ADDRESS: eric@kaneins.com FAX (A/C, No): (603) 740-5000	
		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co	NAIC # 11000
INSURED Community & School Partners LLC 444 Middle Street Portsmouth NH 03801		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL23122643535 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	[REDACTED]	08/10/2023	08/10/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 10,000					
	PERSONAL & ADV INJURY \$ 2,000,000					
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Activities usual and customary to education consulting.
NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

CERTIFICATE HOLDER NH Department of Education & The State of New Hampshire 25 Hall Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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W4 m/c



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL (603) 271-2831
FAX (603) 271-1953

June 23, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Division of Education Analytics and Resources to enter into a contract with Community and School Partners, LLC (VC#159040), Portsmouth, NH in the amount of \$4,196,267 to support, update, and develop its proprietary data collection systems, and to meet changing requirements as required for state and federal needs, with the option to renew for an additional three-year period, effective upon Governor and Council approval through June 30, 2027. 14% Federal Funds, 26% General Funds, 60% Education Trust Fund.

Funds are available in the following accounts for Fiscal Year 2023 and anticipated to be available for Fiscal Years 2024-2027 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office, if needed and justified.

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
06-56-56-567010-71280000, <u>State Longitudinal Data Systems</u> 102-500731 Contracts for Prog Services	\$50,000	\$50,000	\$0	\$0	\$0
06-56-56-567010-3059000, <u>Federal Accountability</u> 102-500731 Contracts for Prog Services	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
06-56-56-560040-21960000, <u>Education Trust Fund Administration</u> 038-500177 Technology-Software	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
06-56-56-567010-3047000, <u>Educational Statistics</u> 038-500177 Technology-Software	\$125,650	\$125,650	\$253,215	\$253,215	\$338,537
Total	\$775,650	\$775,650	\$853,215	\$853,215	\$938,537

EXPLANATION

A Request for Proposal was posted on the New Hampshire Department of Education (NHED) website and on the Department of Administrative Services website on February 11, 2022. The contract involves supporting and enhancing the applications that collect the data for approximately 200 school districts, charter schools, private schools, and other educational data collection needs. The NHED was seeking an individual or organization to maintain and update proprietary data collection systems, including the: Initiative for School Empowerment and Excellence data application that collects student level data; Education Survey System that collects district level data; Common Database that maintains the dimensions and hierarchies for NHED's reporting; MyNHDOE Single Sign-On system that is used to manage access to secure NHED systems; and New Hampshire Data Warehouse that is used as the central repository of data collected and for critical functions including school funding, school accountability, reporting and policy decisions. One (1) proposal was received by Community and School Partners (CSP).

NHED staff evaluated the single proposal received. Because CSP has extensive experience in both education data and in supporting the NHED systems, CSP was recommended for the contract. See Attachment A.

CSP has assisted the NHED with a variety of development initiatives over the past twenty years and has a significant amount of knowledge regarding the functionality of the systems as well as the ability to translate technology requirements into business needs to implement the changes and operational supports for the NHED's data collection systems.

CSP has provided the NHED with exceptional programing support and technical expertise, and the NHED wishes to continue the project with the vendor. Approval of this contract will ensure the department's ability to produce accurate and timely reporting to comply with state and federal mandates.

In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:cd:sm

Attachment A
Bid Summary Scoring Sheet

Proposal Criteria in the RFP

Criteria for Evaluation and Scoring

The New Hampshire Department of education (NHED) used a scoring scale of 100 points, a maximum of 25 points awarded based on the Price Proposal, a maximum of 75 points awarded for Qualifications and Experience, which was distributed as set forth below.

CATEGORIES	POINTS
Qualifications and Experience Points	
• Prior experience with education data	25
• Knowledge of supported NHED systems or related systems	25
• Strong experience with technologies required for supported systems	25
Price Proposal Potential Maximum Points	25
Total Potential Maximum Points Awarded	100

Proposals Received

Community & School Partners

Reviewers Scores

Vendor Name	Community & School Partners
Prior experience with education data	25
Knowledge of supported NHED systems or related systems	25
Strong experience with technologies required for supported systems	24
Price Proposal	25
Total Points	99

Review Process

Scoring for review occurred on 5/13/2022. The proposal review panel consisted of the following employees from the NHED: James Kask.

Reviewer Qualifications

James Kask has worked for the NHED for over two years as the Manager of the Bureau of Education Statistics. James has over 20 years of experience leading data management, information systems development and support, and process automation at various companies.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 7, 2022

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Community and School Partners of Rye, NH, as described below and referenced as DoIT No. 2022-109.

The Department of Education requests approval to enter into a contract with Community and School Partners continue to maintain and update the proprietary systems, including the NH Single Sign-On, Initiative for School Empowerment and Excellence (i4see), Educator Statistics Survey (ESS) system, Career & Technical Education (CATE) and English Speakers of Other Languages (ESOL), and to update, build and create SQL Service Reporting System (SSRS) reports and submission applications.

The cost of the contract is not to exceed \$4,196,267.00 and it shall become effective upon Governor and Council approval through June 30, 2027.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2022-109

cc: Douglas Schelb, DoIT

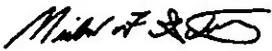
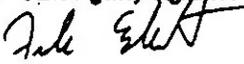
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Community & School Partners, LLC		1.4 Contractor Address 444 Middle Street, Portsmouth NH 03801	
1.5 Contractor Phone Number 603-548-8898	1.5 Account Number See Exhibit C	1.6 Completion Date June 30, 2027	1.7 Price Limitation \$4,196,267
1.8 Contracting Officer for State Agency Caitlin Davis, Director Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature  Date: 08/23/22		1.11 Name and Title of Contractor Signatory Michael Schwartz, Single Member	
1.13 State Agency Signature  Date: 7/26/2022		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A Ruedis</i> Director, On: 7/26/2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Elizabeth C. Brown</i> On: 7/26/2022 Elizabeth Brown, Attorney			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

5.4 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 CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

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

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

7. PERSONNEL.

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

7.2 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 Contractor 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.

MS

06/23/22

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

8.3. 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 Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein

contained shall be deemed to constitute a waiver of the 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 Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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 Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
Special Provisions

Additional Exhibits D-K

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

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to three (3) years(s), ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2031 under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor 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, 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.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

EXHIBIT A
Special Provisions
Continued

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

EXHIBIT A
Special Provisions
Continued

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal

EXHIBIT A
Special Provisions
Continued

laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.6 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

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

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

A.7 **The following Provisions are added and made part of the P37:**

25. FORCE MAJEURE

25.1 Neither Contractor 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.

25.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

26. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

27. 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 Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

EXHIBIT A
Special Provisions
Continued

28. GOVERNMENT APPROVALS

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Division of Educational Analytics and Resources, Contract Agreement Community and School Partners Data Collection System Support and Maintenance;
- ii. State of New Hampshire, Division of Educational Analytics and Resources, RFP ES 2022-01, Data Collection System Support and Maintenance; and
- iii. Vendor Proposal Response to Division of Educational Analytics and Resources, RFP ES 2022-01, Data Collection System Support and Maintenance, dated February 11, 2022.

Worker's Compensation

The Contractor represents that they currently have no employees, and as such, are effectively exempt from RSA 281-A. If they should hire any employees, however, they would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

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.

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

EXHIBIT B
Scope of Services

Community and School Partners (CSP) will be expected to provide technical support services for the existing production systems described below. CSP will provide operations support addressing required updates to these systems. CSP will enhance and expand the systems to meet changing requirements identified by the New Hampshire Department of Education (NHED) and required for state and federal needs.

The supported systems include:

- a. The i4see Workbench – This system is used to collect student level data; to validate data; and to provide reports for schools and districts. The system is also used to manage the assessment rosters for the state assessment system. The i4see workbench allows schools to monitor English Language learners.
- b. Educator Survey System – This system allows the department to collect district level survey data from schools and districts as well as students and teachers.
- c. Common Database – The common database maintains dimension and hierarchy data, such as the directory information about school administrative units (SAU), schools, and districts in New Hampshire. It is used by many systems within the NHED and is the primary source of dimension and hierarchy data for the data warehouse and reporting systems.
- d. MyNHDOE – This system was developed to manage access to the NHED's applications. It allows schools to control access for their staff to these applications. A primary administrator within each SAU manages access for the district. The system is integrated with the Educator Information System to manage access as users leave a district.
- e. New Hampshire Data Warehouse – The data warehouse is the central repository of data collected by the above systems, as well as other systems such as the special education and 21st century data systems. The warehouse is used for critical functions including school funding, school accountability, reporting and policy decisions.

CSP will support the aforementioned technologies to meet the needs of the NHED, listed below:

- a. As users, identify areas to improve the quality of data – debug, add validation rules, and resolve system issues to improve the functionality of the existing systems.
- b. As users, identify areas to improve the workflow and system processes – define detailed requirements and implement the desired modifications to the existing systems.
- c. As users and business leaders, identify additional functionality required to meet state and federal requirements, extend the supported systems to meet these requirements.
- d. As users and business leaders, identify additional functionality that should be created independent of these systems, add related MyNHDOE systems to meet these requirements.
- e. CSP should have extensive knowledge of education policy and the NHED Data collection systems to be able to help design the appropriate solutions to meet business needs, and state and federal requirements.

EXHIBIT B
Scope of Services
Continued

- f. CSP will develop detailed design descriptions for system improvements as required.
- g. CSP will define test plans as needed and perform a unit test before requesting a user acceptance test.
- h. CSP will provide training and user support as requested.
- i. All work will be approved by the NHED project manager and tracked in the system management tool.

**EXHIBIT C
Method of Payment**

Cost

<u>Support Component</u>	<u>Hours</u>	<u>Cost Year 1</u>	<u>Cost Year 2</u>	<u>Cost Year 3</u>	<u>Cost Year 4</u>	<u>Cost Year 5</u>
Detailed Design	1895	\$176,019.14	\$176,019.14	\$193,621.05	\$193,621.05	\$212,983.16
Development	4299	\$399,355.25	\$399,355.25	\$439,290.77	\$439,290.77	\$483,219.85
Testing	1549	\$143,843.60	\$143,843.60	\$158,227.96	\$158,227.96	\$174,050.75
Training	408	\$37,853.58	\$37,853.58	\$41,638.94	\$41,638.94	\$45,803.83
Project Management	200	\$18,578.43	\$18,578.43	\$20,436.28	\$20,436.28	\$22,479.41
Total Cost Per Year		\$775,650	\$775,650	\$853,215	\$853,215	\$938,537
Total Cost Over Five Years		\$4,196,267				

Hourly Rates by Role

<u>Position</u>	<u>Hourly Rate Year 1</u>	<u>Hourly Rate Year 2</u>	<u>Hourly Rate Year 3</u>	<u>Hourly Rate Year 4</u>	<u>Hourly Rate Year 5</u>
Program Manager	\$124	\$124	\$136	\$136	\$150
Lead Architect	\$124	\$124	\$136	\$136	\$150
Developer	\$95	\$95	\$105	\$105	\$115
Junior Developer	\$60	\$60	\$66	\$66	\$73
Trainer / Tester	\$60	\$60	\$66	\$66	\$73

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$4,196,267. Community and School Partners will monitor hourly billing and not exceed the price limitation.

Funding Source: Funds are available in the following accounts for Fiscal Years 2023-2027 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

**EXHIBIT C
Method of Payment
Continued.**

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
06-56-56-567010-71280000, <u>State Longitudinal Data Systems</u> 102-500731 Contracts for Prog Services	\$50,000	\$50,000	\$0	\$0	\$0
06-56-56-567010-3059000, <u>Federal Accountability</u> 102-500731 Contracts for Prog Services	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
06-56-56-560040-21960000, <u>Education Trust Fund Administration</u> 038-500177 Technology-Software	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
06-56-56-567010-3047000, <u>Educational Statistics</u> 038-500177 Technology-Software	\$125,650	\$125,650	\$253,215	\$253,215	\$338,537
Total	\$775,650	\$775,650	\$853,215	\$853,215	\$938,537

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities/deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted electronically to:

DEAR@doe.nh.gov

EXHIBIT D
Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT E
Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

EXHIBIT F
Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

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

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

EXHIBIT G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

EXHIBIT H
Data Protection

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

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

3. **Security Incident Or Data Breach:** The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.
 - a. **Incident Response:** the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - b. **Security Incident Reporting Requirements:** the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

EXHIBIT H
Data Protection
Continued

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

Exhibit I
Custom Software Agreement

1. **Software Title.** The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "works for hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.
2. **Documentation and Copies.** The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.
3. **Restriction on Use.** Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.
4. **Software Non-Infringement.** Contractor warrants that the Software, including any and all component parts thereof ("Contracted Works") that are original works of the Contractor that 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.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the

Exhibit I
Custom Software Agreement
Continued

Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Works with any products or services not provided by Contractor without Contractor's consent.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

EXHIBIT J
Administrative Services

1. 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 under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Michael Schwartz	Bureau of Education Statistics, Administrator	5 Days
First	Michael Schwartz	Division of Educational Analytics and Resources	10 Days
Second	Michael Schwartz	Department of Education, Commissioner	10 Days
Third	Michael Schwartz	Department of Information and Technology, Commissioner	15 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor 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.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. Contractor 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 appeal period.

EXHIBIT J
Administrative Services
Continued

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 shall 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. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

EXHIBIT J
Administrative Services
Continued

- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

EXHIBIT K
Terms and Definitions

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

EXHIBIT K
Terms and Definitions
Continued

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.

EXHIBIT K
Terms and Definitions
Continued

Software License	Licenses provided to the State under this Contract.
Specifications	Written details that set forth the requirements which include, without limitation, the 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 Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

EXHIBIT K
Terms and Definitions
Continued

Work Plan	Documentation that details the 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 B: <i>Business/Technical Requirements and Deliverables</i> . 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.
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**Limited Partnership or LLC Certification of
Authority**

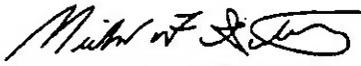
I, Mike Schwartz hereby certify that I am the sole Member
(Name)

and the sole officer of Community & School Partners, LLC
(Name of Partnership or LLC)

a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC.

DATED: 7/21/22

ATTEST: 
(Name & Title)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY & SCHOOL PARTNERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 349761

Certificate Number: 0005748158



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
07/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME Emma Parley PHONE (AC, Ho, Ext) (803) 433-5800 FAX (AC, Ho) (803) 740-5000 EMAIL ADDRESS emma@kaneins.com
INSURED Community & School Partners LLC 444 Middle Street Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE INSURER A Sentinel Insurance Co MAIC # 11000 INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: CL2272738282 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (R/S) (R/S)	POLICY NUMBER	POLICY PERIOD (mm/dd/yyyy)	POLICY PERIOD (mm/dd/yyyy)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL'ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	[REDACTED]	08/10/2022	08/10/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLA MS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

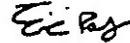
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"Activities usual and customary to education consulting."

NH Department of Education & The State of New Hampshire are Additional Insured by way of written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education & The State of New Hampshire 25 Hall St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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