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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495

June 20, 2024

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, Bureau of Adult Education to enter into a **sole source** contract with LiteracyPro Systems, Inc. (VC# 279684) of Boulder, Colorado to provide a web-based, commercial-off-the-shelf, vendor-hosted student data management system that meets the federal reporting requirements under the Workforce Innovation and Opportunity Act of 2014, for a not-to-exceed amount of \$584,923.00 effective upon Governor and Council approval through July 31, 2028, with the option to renew for four (4) additional years. **100% General Funds**

Funding for this contract is available in the following account in Fiscal Year 2025 and anticipated to be available in Fiscal Years 2026 – 2028 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.

06-56-56-562010-40390000 Adult Education-State

| Fiscal Year | Class/Account | Class Title | Amount |
|-------------|---------------|--------------------------------|--------------|
| 2025 | 102-500731 | Contracts for Program Services | \$139,820.00 |
| 2026 | 102-500731 | Contracts for Program Services | \$144,015.00 |
| 2027 | 102-500731 | Contracts for Program Services | \$148,334.00 |
| 2028 | 102-500731 | Contracts for Program Services | \$152,754.00 |
| Total | | | \$584,923.00 |

EXPLANATION

This is a **sole source** contract because LiteracyPro Systems, Inc. provides the only commercial-off-the-shelf student data management system that meets the requirements for the separation of federally eligible students and state eligible students without additional customization costs. There are numerous other data collection measurements and system features within the data management system that specifically meet the needs of the adult education system in New Hampshire for compliance, security, and ease of use.

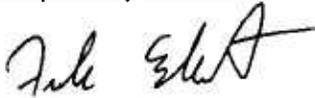
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And the Honorable Council
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Under the Workforce Innovation and Opportunity Act of 2014, the NH Department of Education, Bureau of Adult Education is required to collect data and produce annual reports provided to the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) under the National Reporting System (NRS). There are a significant number of data elements that are required in order to track adult education student progress, adult education staff credentials and experience, and specific class elements, it is essential that the Bureau has a system that meets the NRS requirements; is efficient and limits the amount of time required to enter and run reports on the local and state level; produces accurate reporting; and has the technical support to keep current as federal requirements change. The Bureau of Adult Education has been using this system since 2017 to collect, report and analyze student data from the thirty-one local providers around New Hampshire.

LiteracyPro Systems, Inc. is the nation's leading supplier of program management software for adult education programs providing student data management systems in thirty-one states and territories. They have a proven track record for implementing changes to the federal data reporting and collection in a timely and accurate manner by working closely with the staff at the US Department of Education, Office of Career, Technical and Adult Education and participating in annual National Reporting System trainings. LiteracyPro Systems Inc.'s data management system has multiple features and options not available through other products on the market. Their system assists with federal reporting requirements, provides integrations with multiple systems used in New Hampshire, ensures data validation in accordance with federal regulations, and has proven to be easy to use by more than 100 NH adult educators.

The Bureau of Adult Education provides educational services to approximately seven thousand adults each year through its thirty-one adult education centers across the state. Programs include adult education and literacy activities, integrated education and training, integrated English literacy and civics education, high school equivalency preparation and adult diploma programs.

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

May 15, 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 with LiteracyPro Systems, Inc., as described below and referenced as DoIT No. 2024-099.

The purpose of this request is to establish a contract for a student data management system that meets the requirements for the separation of federally eligible students and state eligible students without additional customization costs.

The Total Price Limitation shall be \$584,923.00, effective upon Governor and Council approval through July 31, 2028.

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/RA
DoIT #2024-099

cc: Kathy Wood, IT Lead



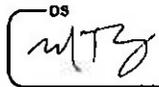
STATE OF NEW HAMPSHIRE

Department of Education
Bureau of Adult Education
Adult Education Data System
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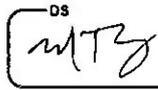
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FORM NUMBER P-37 (version 2/23/2023)

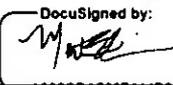
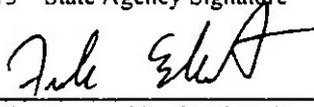
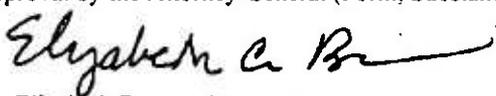
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|--|--|---|---|
| 1.1 State Agency Name Department of Education, Bureau of Adult Education | | 1.2 State Agency Address 25 Hall St Concord NH 03301 | |
| 1.3 Contractor Name LiteracyPro Systems, Inc | | 1.4 Contractor Address 14359 Miramar Pkwy, #376 Miramar, FL 33027 | |
| 1.5 Contractor Phone Number 866-645-6908 | 1.6 Account Unit and Class See Exhibit C | 1.7 Completion Date July 31, 2028 | 1.8 Price Limitation \$584,923.00 |
| 1.9 Contracting Officer for State Agency Sarah Ladd Wheeler | | 1.10 State Agency Telephone Number 603-271-6701 | |
| 1.11 Contractor Signature DocuSigned by:  Date: 6/19/2024 | | 1.12 Name and Title of Contractor Signatory Matthew Schnittman, CEO | |
| 1.13 State Agency Signature  Date: 6/25/2024 | | 1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: Elizabeth Brown, Attorney On: 6/25/2024 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

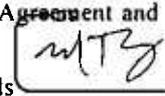
6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and



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all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the

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Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of

insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

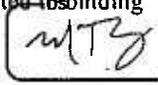
17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding



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arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES: This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Department of Education, Bureau of Adult Education
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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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:

- 3.4 The Term may be extended up to four (4) 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 under the same terms and conditions, subject to approval of the Governor and Executive Council.

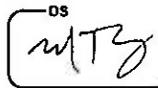
A.2 Provision 5, Contract Price/Price Limitation/ Payment, is revised to remove the existing Paragraph 5.4 and replaced with the following:

- 5.4 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.

Except for claims related to breach of confidentiality or if prohibited by New Hampshire law, Contractor shall not be liable for any damages in excess of two (2) times the amount paid to Contractor hereunder. These limitations shall apply notwithstanding any failure of essential purpose of a limited remedy.

A.3 Provision 8, Event of Default/Remedies, is revised to remove the existing Paragraphs 8.1.1 and 8.2.4 and replaced with the following :

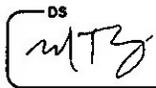
- 8.1.1 material failure to perform the Services pursuant to the applicable Statement of Work;
- 8.2.4 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor 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.

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A.4 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

- 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 as well as for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- 9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- 9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase any State data until directed by the State;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;

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

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

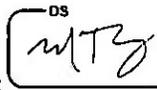
10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify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

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

A.6 Provision 12, Assignment/Delegation/Subcontracts, is revised to remove the existing Paragraphs 12.1 and replaced with the following:

12.1 In the event that the Contractor should change ownership for any reason, the State's consent will not unreasonably be withheld or delayed.

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A7 Provision 12, Assignment/Delegation/Subcontracts, shall be amended to add Section 12.5:

12.5 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 Provision 16, Waivers of Breach is revised to remove the existing Paragraph 5.4 and replaced with the following:

16. WAIVER OF BREACH. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the party to later enforce any such rights or to enforce any other or any subsequent breach.

A.8 The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 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.

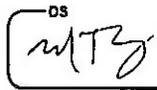
27.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

28. EXHIBITS/ATTACHMENTS

- i. 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.

29. NON-EXCLUSIVE CONTRACT

- ii. 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



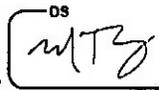
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in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. ORDER OF PRECEDENCE

- iii. In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:
- iv. State of New Hampshire, Department of Education Contract Agreement Department of Education Contract Agreement BAE-2024-099, P-37 as amended by Exhibit A.
- v. State of New Hampshire, Department of Education Contract Exhibits in order of precedence:
 - a. Exhibits B and C;
 - b. Exhibit D;
 - c. Exhibit E;
 - d. Exhibit F;
 - e. Exhibit G.
 - f. Attachment I

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BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

1.1. Executive Summary

1.1.1. Introduction

The NH Department of Education, Bureau of Adult Education is responsible for providing a variety of educational opportunities to empower adults to become lifelong learners, to support individuals in identifying and achieving their potential academic and/or career goals and to assist students to become active participants in their communities.

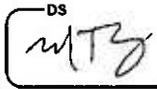
The Bureau of Adult Education administers three types of programs:

1. Adult Education & Literacy Activity (AEL) – A secondary education program for adults, operated under the Workforce Innovation and Opportunity Act of 2014 (WIOA) for the purpose of assisting adults with attaining a secondary school diploma or equivalency and their transition into postsecondary education, training and employment.
2. Adult Diploma Program (ADP) – A secondary education program for adults and eligible high school students to earn a high school diploma or an adult high school diploma and transition into postsecondary education, training and/or employment. This is a state funded program authorized under NH RSA 186:61.
3. High School Equivalency Program – This program provides oversight for all high school equivalency testing centers and the testing process. The Bureau also maintains all high school equivalency transcripts and issues the official high school equivalency certificate.

In FY 23, there were approximately 5700 participants who received at least one hour of adult education service through one or more of the Bureau funded programs. Prior to the pandemic, more than 6,000 participants served annually. It is anticipated that in FY24, participation will be fully restored.

Under the current three-year performance period, ending on June 30, 2026, there are nineteen (19) AEL programs and nineteen (19) ADP programs in thirty-one (31) adult education centers. Some centers offer both programs.

Project Overview/Justification:

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The Bureau of Adult Education is seeking a vendor-hosted, commercial off-the-shelf software system and associated services to collect data and produce reports to meet federal and state adult education reporting requirements.

Goals and Objectives for Adult Education Data System:

- Procure a user-friendly, comprehensive student data system that provides the state office and all local providers the ability to input, search and report required data as well as provide useful tools for conducting program analysis and monitoring activities.
- The system should be designed to meet all National Reporting System requirements and the vendor has subject matter experts and developers to enable software additions/revisions that reflect any changes to federal or state reporting requirements.
- The system must be available through a web-based interface, accessible through the NH Department of Education's Single Sign On system and thoroughly protect student personal data.
- The system must also be able to accommodate data collection and reporting for participants who are not served under WIOA because of their high school enrollment status including exclusion from federal reports.

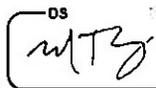
1.1.2. Scope of Work (SOW) Overview

In 2017, the Bureau of Adult Education replaced an internal adult education database with a comprehensive, vendor-hosted, web-based, commercial-off-the-shelf student data management system. This system has been in use as the data management system for the Bureau since.

The proposed system provides tools for managing student and staff records, generating accountability report for the National Reporting System under the Workforce Innovation and Opportunity Act of 2014 (WIOA) and provides reports to support local and state adult education program operations.

The system will be internet-accessible, browser based, vendor-hosted software based on a relational database model with real-time reporting, data entry, data editing and access to the system from any personal computer with support browsers. The system will be integrated with the NH Department of Education's Single Sign On system with multiple levels of user roles and maintain logging for events such as data and record changes.

The system is operated by staff members in the state office and used by local program directors, administrative assistance, data entry specialists and instructors. Each program has its own set of student records and reporting capabilities – separate and apart from the records of other programs. However, the system has the capacity to identify any students who may be enrolled

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in more than one adult education center and allow for sharing of certain data elements, with the appropriate permissions, to promote co-enrollment and non-duplication of services. For the purposes of annual federal reporting, students with multiple records are combined at the state level to maximize student enrollment and outcomes across all programs.

State staff can review local student records, monitor the process of local data entry and generate both individual program and aggregated statewide reports. Additionally, the system provides multiple methods of data validation through business rules, diagnostic checks and dashboard alerts. The vendor works with the state office to provide integration of required assessment data, registration forms and data matching for outcomes. This includes an online registration portal, where students can apply for services from the individual program websites.

To limit the amount of time required for data entry and the potential for data entry errors, the system includes the ability to import data from other systems, conduct batch updates, search on specific data elements, produce ad-hoc reports including attendance lists and assessment results.

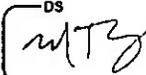
There are multiple revisions expected to the National Reporting System annual reporting tables and clarifications on definitions used under Title II, the Adult Education and Family Literacy Act of WIOA. The vendor has subject matter experts and developers who can respond to and make required system changes in a timely manner and have implemented the expected changes to the system reports. The system is used by 30 other state offices of adult education who have been monitored for accountability without resulting corrective action requirements by the US Department of Education, Office of Career, Technical and Adult Education.

2. BUSINESS / TECHNICAL REQUIREMENTS

The Business and Technical Requirements are identified below

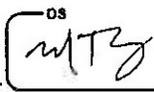
B-2.1 Business Requirements

| BUSINESS REQUIREMENTS | | | | | |
|------------------------------|---|--------------------|------------------------|------------------------|---|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| <i>General Requirements</i> | | | | | |
| B1.1 | The Vendor shall provide a commercially available, web-based, off-the-shelf software solution that meets the minimum requirements listed below. | M | Yes | Standard | LACES is a proven system that has been found in compliance in multiple OCTAE monitoring visits and meets or exceeds the requirements below. |
| B1.2 | The Vendor shall ensure that the Solution tracks and reports on student performance and outcomes for all programs funded by the NH | M | Yes | Standard | LACES has fields for Program, Secondary Program and enrollment types so track this data. |

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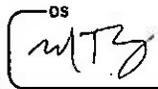
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| | Bureau of Adult Education including Adult Education & Literacy Activity, Integrated Education & Training, Integrated English Literacy and Civics Education, Workplace Literacy, Volunteer Literacy Program, Adult Diploma Program and the high school equivalency program. | | | | |
| B1.3 | The Vendor shall provide training and documentation for the Solution. | M | Yes | Standard | Training can be provided in person onsite, or via webinars. |
| B1.4 | The Vendor Shall provide operations and/or maintenance manuals, user guides and other applicable documentation to meet security and other DoIT regulations, policies and IT methodologies as appropriate. | M | Yes | Standard | LACES has a beginner user manual, data dictionary, and release notes for all updates and provides additional documentation as needed or requested. |
| B1.5 | The Solution must provide data exploration, dashboards and business intelligence tools at different authorization levels to access the flexibility and insight needed to support program improvement activities. | M | Yes | Standard | LACES contains user-selected dashboard widgets, pre-generated searches, user criteria searches, graphic reports, text-based reports and active drill-down searches and widgets and are accessible based on defined roles. |
| B1.6 | The Solution must provide the following functions: student lookup, new student entry, update student entry as well as identification of any student enrolled at another adult education agency and the ability to share certain demographic and assessment information with the appropriate release of information. | M | Yes | Standard | LACES has student lookup functionality (within and across agencies in the state), new student intake and editing/updating of student records, and the ability to transfer data across agencies via the student lookup, provided the student has agreed to data sharing. |
| B1.7 | The Solution must include customizable fields at the State and local level in a variety of areas to allow users to configure the system to handle state/local data not otherwise included in the Solution such as designations between regular high school diploma, adult high school diploma or high school equivalency certificate. | M | Yes | Standard | LACES maintains an OT Table choice list menu of over 1600 fields that are modifiable at the state and local level to allow for configuration of the data menus to be customized to the needs of the state and local users. |
| B1.8 | The Solution must provide options for users to print and/or export reports to PDF, Excel and other | M | Yes | Standard | All reports can be printed based on the user's selection of PDF, Excel, or Word and data grids can be |

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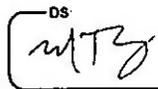
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| | standard file formats, particularly ones that might be used for data matching with state and/or interstate wage systems. | | | | exported to Excel for additional use such as data matching or report creation. |
| B1.9 | The Solution should include a method for communicating with participants and staff across programs, centers and other categories which may include, but is not limited to text messaging, batch emailing, and printable mailing labels. | M | Yes | Standard | LACES has Messaging for email and SMS available in the student, staff, class enrollment, follow-up summary and all persons areas and maintains historical tracking and category sorting of Messages. LACES additionally contains Address Labels for all person populations via a report to Avery 5160 address label sheets and allows export of data to Excel and Word for mail merge purposes. |
| B1.10 | The Solution must include an auto calculation of the number of instructional hours between assessments and an alert for users that indicates when a participant is eligible for post testing. | M | Yes | Standard | LACES automatically calculates the hours between each "like" assessment instrument/subject area and provides a field for Instructional Hours Between Assessments in Subject Area that is searchable and available in reports, as well as providing a Dashboard Alert that indicates students eligible for post-testing based on meeting/exceeding the state recommended number of hours between the assessments, as well as having reports that indicate this number and the number of points needed to make a level gain from the last assessments. |
| B1.11 | Participants are considered exited after a period of 90 days without services. The Solution must provide an alert and a list of participants who have not received services for 90 days. | M | Yes | Standard | LACES automatically supplies an Exit Date and ends the period of participation (if applicable) when a student has gone 90 or more days without services and does not have any future services scheduled, and reports the student as exited for federal reporting purposes. Additionally, LACES provides a Dashboard Alert for students without services in 90+ days that can be drilled down to produce a list of those students. LACES also |

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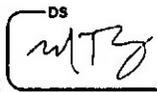
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| | | | | | has a field called Days Since Last Hours Date that can be viewed in the student record and/or added to a list of students as a viewable and searchable field for tracking. |
| Compliance Requirements | | | | | |
| B2.1 | The Vendor shall ensure that the Solution is compliant and able to produce annual National Reporting System tables as well as federal tables that can be run for particular date ranges, students demographics, type of program, outcomes and program location. Table must provide a method for verifying, cross-referencing or validating data used to populate the report such as drill down functionality. | M | Yes | Standard | LACES provides all National Reporting System student data tables as well as the WIOA Statewide and Local Performance report in a drill-down format allowing users to see the list of participants populating every cell of the table. Tables can be run on both aggregate data and on a user-defined selection of data such as students with specific demographics, in specific programs, by specific locations, and based on specific outcomes. The data can be verified and validated using the data contained in the provided list of participants, and all tables can be run based on the selected fiscal year going back historically to the time of beginning use. |
| B2.2 | The Vendor shall perform updates to the Solution to address new or changing NRS/WIOA compliance standards ensuring that the State's compliance is not jeopardized. | M | Yes | Standard | LACES has made and will continue to provide all federally required updates for NRS and WIOA compliance at no additional charge to its clients and in a timely manner immediately prior to or on the required deadline for reporting. All changes and updates will be made in such a manner as to not jeopardize state compliance. |
| B2.3 | The solution must be compliance with FERPA and ADA | M | Yes | Standard | LACES has been tested for ADA compliance through a third party vendor and successfully passed inspection and is compliant with all FERPA requirements regarding data security and data sharing. |
| B2.4 | The Solution must provide a method of counting the number of individuals receiving career and | M | Yes | Standard | LACES tracks and reports the periods of participation for student participants based on the federal |

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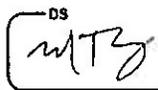
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| | training services as defined on the WIOA Statewide and Local Performance Report. | | | | requirements and populates them to the WIOA Statewide and Local Performance report in a drill-down method that allows users to drill into the number to view the list of participants populating each cell. |
| B2.5 | The Solution must be able to produce the WIOA Statewide and Local Performance Report. | M | Yes | Standard | LACES produces the following subsets necessary for Adult Education reporting of the WIOA Statewide and Local Performance report in a drill-down method that allows users to drill into the number to view the list of participants populating each cell.: <ul style="list-style-type: none"> • Employment Barriers • Measurable Skill Gains • Participant Characteristics • Services The WIOA Statewide and Local Performance report can be run based on the selected fiscal year going back historically to the time of beginning use and is available with deduplicated data for accurate statewide reporting. |
| B2.6 | The Solution must be able to produce, at a minimum, the data needed for the required local quarterly report. | M | Yes | Standard | LACES produces all data necessary for the required local quarterly report provided and is currently in use for this purpose. |
| B2.7 | The Solution must allow for entering and editing student outcomes for employment, wages, credential attainment and entry into postsecondary education as well as any other WIOA or NRS indicators. | M | Yes | Standard | LACES contains a follow-up summary obtained from the NRS Technical Assistance guide that allows users to see exactly the outcomes and associated outcome dates for each student eligible for follow-up and provides prompts for each follow-up question and indicates required fields for a complete data record of the follow-up for employment outcomes, median earnings, credential attainment, and HSE/SSD completion with additional PS enrollment and/or employment. Dashboard alerts provide real-time |

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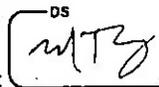
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| | | | | | indicators of participants for whom follow-up has not yet been completed as well as searches breaking down follow-up needs by specific quarter. |
| B2.8 | Solution must allow for measuring multiple outcomes in each period of participation. | M | Yes | Standard | LACES allows for and provides alerts for follow-up of multiple outcomes for any and all exits occurring in each period of participation and displays a separate line of summary for each period of participation within and across fiscal years for easy visual tracking of multiple outcomes. |
| B2.9 | The Solution must provide the user with the ability to manage follow up surveys for all eligible participants including reminders of when follow up needs to occur and which performance indicators need surveying as well as being able to enter, update the method of contact, response and date for each outcome. At the State level, the Solution must calculate the response rate for follow up surveys. | M | Yes | Standard | LACES contains a follow-up summary obtained from the NRS Technical Assistance guide that allows users to see exactly the outcomes and associated outcome dates for each student eligible for follow-up and provides prompts for each follow-up question and indicates required fields for a complete data record of the follow-up for employment outcomes, median earnings, credential attainment, and HSE/SSD completion with additional PS enrollment and/or employment. Dashboard alerts provide real-time indicators of participants for whom follow-up has not yet been completed as well as searches breaking down follow-up needs by specific quarter. The follow-up survey contains two separate tabs: one containing the follow-up contact information, allowing for update, and another containing the actual survey questions, allowing the user to update the contact method, the response, the date (within the required date range) and verification of the accuracy of the collected data with user signoff. Completed surveys result in a |

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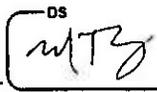
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| | | | | | survey record for each successful and attempted contact, allowing the local program and/or state to see the response rate for all follow-up surveys and produce reports for additional follow-up needs and reasons for unsuccessful contacts. |
| B2.10 | The Solution must be able to combine performance indicators collected through follow up surveys with data matching results for the same performance indicators. | M | Yes | Standard | LACES allows hybrid follow up collection for performance indicators. Outcomes can be data matched and imported back into LACES at the state level and/or manually obtained through manual follow-up. All data is then combined for federal reporting purposes. |
| B2.11 | The Solution must auto calculate periods of participation as established under WIOA. | M | Yes | Standard | LACES automatically calculates each period of participation based on the WIOA requirements and definitions and populates a Period of Participation Summary for every participant that displays the following period of participation information for each period of participation in each fiscal year: <ul style="list-style-type: none"> • Fiscal Year in which PoP occurred • Start Date • End Date • Number of Instructional (Contact) Hours • Entry Level • Exit Level • Exit Date • Measurable Skill Gains attained in PoP • Outcome Measures attained in PoP • IETP enrollment indicator • Applicable Exclusion Reasons (if any) LACES additionally contains graphic reports with bar graphs displaying participants by number of periods of participation for ease |

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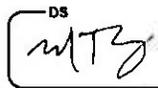
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| | | | | | of tracking participants with multiple periods of participation. |
| <i>Data Quality and Security Requirements</i> | | | | | |
| B3.1 | The Vendor shall employ checks and balances to maintain the integrity of the data to include at a minimum: data validations, exception reporting, discrepancy checks based on NRS and State policy. | M | Yes | Standard | LACES contains edit checks and business rules in order to maintain data integrity including: Business rules in compliance with NRS and State policy for NRS participant inclusion, data validation checks including age checks, order of data entry checks, date checks, assessment range validation, crosswalks of NRS approved assessment scores to levels, diagnostic validation and other data integrity functionality. |
| B3.2 | The Solution must provide a data dictionary that defines the terms used in the Solution, describes the contents, format and structure of the Solution and the relationship between its elements. | M | Yes | Standard | LACES contains a printable and searchable Student, Class, and Staff Data Dictionaries as a standard report in each of those grids. |
| B3.3 | The Solution must provide a method for local providers to retrieve specific data on a quarterly basis for reports to the State Office. | M | Yes | Standard | LACES contains pre-generated data analytic reports and searches along with Dashboard Alerts and exportable custom view options allowing the collection and reporting of essentially all data contained in the system to allow for accurate and timely reporting on State and/or Federal data. |
| B3.4 | The Solution should use audit columns on principal entities such as participant information especially contact information as a business rule for exit from the program. | P | Yes | Standard | LACES contains a comprehensive audit trail that logs data changes related to creating, editing, and deleting data. These logs can be used to research data integrity issues and to identify which user(s) made change(s) to specific data element(s) in the event of data entry errors. When data records are edited, required fields must be filled out and regardless of whether a field is "required", the software will prompt the user if they try to leave the screen or exit without saving. |

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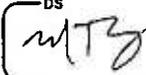
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| B3.5 | The Solution must have a functionality that ensures data quality regarding course enrollment is limited to the program year, but that historical records are available. | M | Yes | Standard | LACES maintains historical records for all instructional setting. enrollments in both the instructional setting grid and each individual student's record but automatically filters initially on the current fiscal year and allows users to filter by quarter, fiscal year, or a user-defined date range and has user-established required maximum enrollment settings for classes and groups. |
| B3.6 | For Ethnicity values, the system must allow entry only of standard NRS ethnicity codes. | M | Yes | Standard | LACES tracks only federally approved demographic information and maps it appropriately to the associated NRS table cells. NRS tables have drill-down counts in cells allowing validation of the data. |
| B3.7 | For Dates of Birth, the system will assure proper formatting, reasonable ranges and appropriate participant ages. Participants must be 16 years of age or older. There must be a method of filtering to separate reporting for students who are still enrolled in regular high school and those only enrolled in the adult education program. NRS reporting shall only include eligible participants under WIOA. | M | Yes | Standard | The Date of Birth field in LACES is a standardized calendar field which only allows valid dates and appropriate participants ages. The record cannot be saved without a valid birthdate resulting in the student being 16 years of age or older as of their specific and individual date of intake and birthdate. Invalid birthdate entries such as 12/14/1049 result in the birthdate field being blanked out so that it must be re-entered correctly, and invalid entries such as 12/45/2000 would not be able to be entered at all due to the standardized calendar field. Funding Stream and Program fields allow local programs and the state to filter for students who are solely enrolled in the local adult education program and those who are dual enrolled in both regular high school and the adult education program. |

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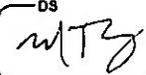
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| B3.8 | The format of enrollment data must be validated. The date of enrollment cannot be before the intake date. | M | Yes | Standard | LACES contains edit checks to prevent enrollment dates from occurring before the intake date, and to prevent attendance dates from occurring before individual student start dates or after a student's exit date. |
| B3.9 | There must be an indicator for NRS eligibility that includes at least 12 hours of instruction and a valid assessment. | M | Yes | Standard | LACES is programmed to the NRS eligibility specifications of at least 12 or more hours instruction for new or returning exited students who do not have a carryover period of participation, and for a valid assessment providing a valid entry educational functioning level in each fiscal year through either pushing forward a prior fiscal year assessment or providing a new current fiscal year assessment, unless the student is in a special program type wherein credits can be used for establishing levels, based on federal and state policy. Period of Participation summary data will not display in a student record until/unless these requirements are met, and Dashboard Alerts are programmed to display reasons a student is not an NRS participant for analysis. |
| B3.10 | Assessment scores must be within range for the test and form administered. | M | Yes | Standard | LACES will not allow assessments to be manually entered or integrated if the scaled scores are outside of the manufacturer's range for the assessment instrument, form, and level. State additionally provide even more narrow score ranges if desired based on the state's assessment policy. |
| B3.11 | There must be an alert if a participant has not been pretested prior to receiving 12 instructional hours in accordance with the NH Data & Assessment policy. | M | Yes | Standard | The LACES Dashboard contains a drill-down Student Alert widget indicating if a student has not been assessed within X hours or X days of intake, with the X variable definable by the state or local program user. Additionally the |

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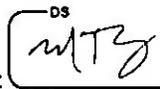
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| | | | | | Non-NRS Participant dashboard alert contains a row with a drill-down alert for students with 12+ instructional hours but no entry EFL through pretest. |
| Interface/Integration Requirements | | | | | |
| B4.1 | The Vendor shall coordinate with the State Technical Lead to obtain specifications and implement the interface between the Solution and the NHED Single Sign On System. | M | Yes | Standard | The SSO is currently in place and will continue to be used by NHED. |
| B4.2 | The Solution must be able to integrate assessment data from state contracted 3rd parties including but not limited to Data Recognition Corporation, PSI Services, and GED Testing Services. | M | Yes | Standard | LACES has prebuilt at-cost add on integrations for DRC, PSI, GED, and other assessment vendors. These are currently in use by NHED. |
| B4.3 | The Solution must be able to upload data from 3rd parties to be used for data matching performance including but not limited to the National Student Clearinghouse and employment/wage data from another state agency. | M | Yes | Standard | LACES has numerous imports, including imports for employment/wage data. These are currently in use by NHED. |
| B4.4 | The Solution should offer an online application process for potential participants to complete an application with demographic and contact information as well as to choose a local provider for services. This form must be in a format or available through a link that can be used on multiple websites including the NH Department of Education website. | P | Yes | Standard | LACES has an online at-cost add on "Student Portal" which supplies all listed functionality. The Student Portal is currently in use by NHED. |
| Required Data Elements | | | | | |
| B5.1 | The Solution must provide a method for entering basic information about individuals who enter an adult education program. It consists of a single data entry screen to capture: student name, a unique ID# that is not an SSN, SSN, DOB, Ethnicity, gender, address, home phone, mobile phone, email address and other specific attributes defined by | M | Yes | Standard | LACES contains a standardized single data entry intake form screen that captures the following student data (at a minimum): <ul style="list-style-type: none"> • Last Name • First Name • LACES ID • Student Unique Number • SSN • Birthdate |

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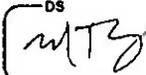
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| | NRS or the State. Individual student records should also include country of origin and referral source. As specified in the data dictionary, business rules services, data entry validation checks will prevent entry of erroneous and improperly formatted data. | | | | <ul style="list-style-type: none"> • Race • Ethnicity • Sex/Gender • Address • Home Phone • Mobile Phone • Email <p>Required fields for NRS reporting are indicated as required with asterisks and the intake cannot be saved without all state and federally required fields accurately completed. The individual student record contains additional fields such as country of origin and referral source, and these fields can be located in the intake screen if requested. Edit checks and business rules are implemented throughout the intake form and student record to maintain data integrity and prevent errors.</p> |
| B5.2 | The Solution must provide a method for entering individual characteristics required for NRS including, but not limited to, employment status, highest degree or level of school completed, whether education was US based or non-US based, program type participation and institutional program participation. | M | Yes | Standard | <p>LACES contains a standardized single data entry intake form screen that captures the following student data (at a minimum):</p> <ul style="list-style-type: none"> • Employment Status • Highest Education Level Completed at Entry • Highest Education Level Completed at Entry Location (US Based or Non-US Based) • Program Type Participation • Institutional Program Participation <p>Required fields for NRS reporting are indicated as required with asterisks and the intake cannot be saved without all state and federally required fields accurately completed. Edit checks and business rules are</p> |

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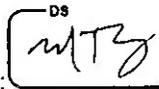
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| | | | | | implemented throughout the intake form and student record to maintain data integrity and prevent errors. |
| B5.3 | The Solution must provide a method for entering individual characteristics required for WIOA Statewide and Local Performance Reports including, but not limited to: displaced homemakers, English language learners including low levels of literacy and cultural barriers, those exhausting TANF within two years, ex-offenders, homeless individuals, migrant and seasonal farmworkers, individuals with disabilities, single parents and youth in foster care or aged out of the system. These need to be associated with a specific period of participation. | M | Yes | Standard | <p>LACES contains a standardized single data entry intake form screen that captures the following student Barriers to Employment (at a minimum):</p> <ul style="list-style-type: none"> • Cultural Barriers • Disability • Displaced Homemaker • Low Income • English Language Learner • Ex Offender • Exhausting TANF Within Two Years • Foster Care Youth • Homeless • Long Term Unemployed • Low Literacy Levels • Migrant Farmworker • Seasonal Farmworker • Single Parent or Guardian <p>Barriers to Employment populate the WIOA Statewide and Local Performance Report for each period of participation in which it was active and the student records contain a historical panel of all Barriers to Employment associated with each PoP.</p> |
| B5.4 | The Solution must provide a method for entering, updating, tracking and searching co-enrollment in other core WIOA program including dates of participation, whether a release of information is on file and place to enter comments. | M | Yes | Standard | <p>LACES contains a standardized single data entry intake form screen that captures the following student co-enrollment in other core WIOA programs (at a minimum):</p> <ul style="list-style-type: none"> • CCSNH • TANF • Title I Adult • Title I Dislocated Worker • Title I Youth • Title III Wagner-Peyser • Title IV Vocational Rehabilitation |

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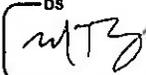
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| | | | | | <ul style="list-style-type: none"> • CTE/Perkins • SNAP • TAA • HUD Employment & Training • SCSEP • Veterans Employment & Training <p>WIOA Core Program co-enrollment for state-specific and federal programs are tracked based on the start and end dates of the co-enrollment and include release of information data. Comments can be made and additional details added in the panel containing the historical records.</p> |
| B5.5 | The Solution must provide a method for entering and updating adult education staff and volunteer information including employment status, program(s) of employment, job function, courses/classes taught, certifications held, professional development hours and number of years of teach experience. | M | Yes | Standard | <p>LACES contains a staff data grid that allows for the intake and updating of staff records within the system and collects data for each staff member including the following fields (at a minimum):</p> <ul style="list-style-type: none"> • Employment Status • Program(s) of Employment • Job function/classification • Assignments • Certifications held and expiring, with alerts of expired certifications • Professional development attendance • Years of Teaching Experience in Adult Ed <p>Required fields for NRS reporting are indicated as required with asterisks and the intake cannot be saved without all state and federally required fields accurately completed. Edit checks and business rules are implemented throughout the intake form and staff record to</p> |

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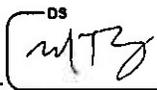
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| | | | | | maintain data integrity and prevent errors. Documents can also be uploaded to staff records. |
| B5.6 | The Solution must provide the ability to create and print high school transcripts. | M | Yes | Standard | LACES can produce and print high school transcripts. |
| B5.7 | The Solution must provide functions for entering and updating student attendance hours. It should consist of a screen that includes the student's attendance history during the current program year, the ability to select, add, update and remove attendance hours. For each entry the user should be able to add the number of instructional hours for direct instruction, distance learning or career services and a comment. | M | Yes | Standard | LACES allows for the entry of attendance hours via manual data entry or hours import using a provided hours template, as well as hours integration via various learning platforms (as a customization if desired). Attendance is then displayed and can be viewed, selected, added to, updated, or deleted based on user role. Attendance records can be filtered by fiscal year, quarter, or a user-defined data range. Attendance can be tracked for various hours types including instruction, distance learning instruction, career services or other hours types at the direction/request of the state. |
| B5.8 | The Solution must include the ability to review past attendance hours for previous periods of participation in previous years. Only the state administrator can add, update and remove records from previous participation periods and program years. | M | Yes | Standard | LACES maintains historical records for all attendance records and allows state and local program staff to review these hours, including pre-generated searches breaking the data down by quarter and/or fiscal year. Previous periods of participation and program years attendance hours cannot be edited by local program staff to change prior year reporting. State staff can edit, add, or remove prior year data affecting reporting. |
| B5.9 | The Solution must include course information such as start and end dates, days of the week, hours per week, instruction and for the Adult Diploma Program, the number of attempted credits and a way to indicate when the credit is earned. | M | Yes | Standard | LACES has classes, workshops, and group instructional settings which include required start and end dates, days of week and time indicators for the instructional setting, attendance information for the hours per week and hours per |

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| | At the end of the program year, the user must be able to copy the class into the new program year and transfer participants if the course continues into the new program year. | | | | class, and the ability to track the number of attempted credits and indicator of credits earned, based on the Program Type of Adult Diploma Program. Classes can be duplicated individually or as a batch with students able to be transferred/carried over based on a user-provided selection of the currently enrolled students. |
| B5.10 | The Solution must provide the user with the ability to manage assessments including entering, updating and removing assessment scores. Assessment scores must include the type, content area and form to ensure NRS compliance. The Solution should assign an entry level Educational Functioning Level for each participant based on the assessment benchmarks as established by the National Reporting System and a way to indicate which assessment is established as the required "pretest" and which assessment is established as the required "posttest" while maximizing the potential for meeting measurable skill gains. | M | Yes | Standard | Assessments can be managed in LACES via manual data entry, edits, and deletion, or via assessment integration between the assessment vendor and LACES. The Assessment card contains data for assessment scores, the instrument, form, and difficulty level, type and subject/content area. Crosswalks are in place to ensure accurate assignment of the educational functioning level associated with the provided scaled score based on the NRS Test Benchmarks. Period of Participation columns indicate the pretest and placement level as established by the NRS for population to the appropriate tables. Reports, searches, and dashboard alerts notify users when students have reached sufficient hours in any subject area to be eligible for post-assessment and include indicators of the next test, how many points would be needed to make a level gain, and whether the student has already achieved an MSG. |
| B5.11 | The Solution must allow for the entry of Carnegie credits for the establishment of a starting Educational Functioning Level in accordance with the NH Data & Assessment Policy. | M | Yes | Standard | LACES allows for the entry, tracking, and updating of Carnegie credits for establishing entry Educational Functioning Levels and showing progress sufficient for Measurable Skill Gains via MSG Type 1b. |

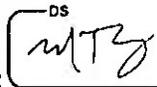
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B-2.2 Technical Requirements

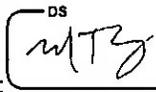
Table B-2.2 Technical Requirements

| TECHNICAL REQUIREMENTS | | | | | |
|---|---|-------------|-----------------|-------------------|---|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| Security Compliance Requirements | | | | | |
| T1.1 | Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, <u>Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov)</u> | M | Yes | Standard | GeniusSIS SOC2 policies covering LACES comply with all portions of NIST 800-171 R2. |
| T1.2 | Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus <u>SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)</u> | P | No | Future | LACES follows a SOC2 policy governing Security and Privacy controls. It was created using many best practices, including NIST SP 800-53 Moderate Level Controls. As part of obtaining a StateRAMP Authorized Certification, LACES will be updating procedures and controls to be in compliance with NIST 800-53 R5. |
| StateRAMP Authorization | | | | | |
| T2.1 | StateRAMP Ready/Authorized Certification <u>Home - StateRAMP</u> | P | No | Future-In Process | LACES is not StateRAMP Authorized. We plan to obtain StateRAMP Authorized Certification within 24 months of the contract effective date. |
| T2.2 | If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract. | M | No | Future-In Process | LACES is not StateRAMP Ready. We plan to obtain StateRAMP Authorized Certification within 24 months of the contract effective date. |
| T2.3 | If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract. | M | No | Future-In Process | LACES is not StateRAMP Active. We plan to obtain StateRAMP Authorized Certification within 24 months of the contract effective date. |

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| T2.4 | If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract. | M | No | Future-In Process | LACES is not StateRAMP in Process. We plan to obtain StateRAMP Authorized Certification within 24 months of the contract effective date. |
| T2.5 | If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal. | M | No | Future-In Process | LACES is not StateRAMP Pending. We plan to obtain StateRAMP Authorized Certification within 24 months of the contract effective date. |
| T2.6 | If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract. | M | Yes | Future-In Process | LACES will obtain StateRAMP Authorized Certification within 24 months of the contract effective date. LACES has initiated a StateRAMP Security Snapshot. |
| T2.7 | Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control. | M | Yes | Future-In Process | GeniusSIS and the LACES product will support all items listed. |
| Other Certifications in lieu of StateRAMP | | | | | |
| T3.1 | FedRAMP Authorized How to Become FedRAMP Authorized FedRAMP.gov | P | No | Not Proposing | LACES is not FedRAMP Authorized. |
| T3.2 | HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance | P | No | Not Proposing | Not applicable. |

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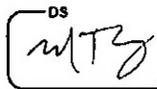
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| <u>Information Risk Management and Compliance</u> | | | | | |
| Hosted Platform | | | | | |
| T4.1 | <p>The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOV CLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services | P | No | Custom | LACES uses RackSpace Technologies Dedicated Hosting as well as Microsoft Azure Commercial Cloud. LPS has initiated a StateRAMP Snapshot and plans to obtain StateRAMP Authorized Certification within 24 months of the contract effective date. |
| Individual Agency Compliance Requirements (examples listed below) | | | | | |
| T5.1 | FTI Pub 1075 | M | Yes | Standard | |
| T5.2 | HIPAA | M | Yes | Standard | |
| T5.3 | FERPA | M | Yes | Standard | |
| T5.4 | CIJS | M | Yes | Standard | |

B-2.3. Service Level Agreement (SLA)

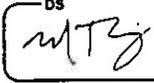
Vendor agrees to the following Service Level Requirements

| State Requirements | | |
|---------------------------|---|-------------|
| Req # | Requirement Description | Criticality |
| SLA -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. | M |
| SLA -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. | M |

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|--------|---|---|
| SLA -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. | M |
| SLA -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. (RA-5) | M |
| SLA -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. | M |
| SLA -6 | The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> o 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. o 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. o 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. | M |
| SLA -7 | As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency—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. | M |
| SLA -8 | The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance. | M |
| SLA -9 | 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. | M |

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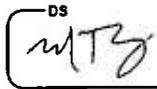
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| | | |
|---------|---|---|
| SLA -10 | If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing. | M |
| SLA -11 | The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages. | M |
| SLA -12 | 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. | M |
| SLA -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. | M |
| SLA -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. | M |
| SLA -15 | 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. | M |
| SLA -16 | 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; | P |
| SLA -17 | 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. | P |

3. ACTIVITY, DELIVERABLE, AND MILESTONE

| | ACTIVITY, DELIVERABLE, OR MILESTONE | DELIVERABLE TYPE | DELIVERY DATE |
|--|--|------------------|---------------|
| PLANNING AND PROJECT MANAGEMENT | | | |
| 1 | Conduct Project Kickoff Meeting | Non-Software | Ongoing |
| 11 | Deployment Plan | Written | Ongoing |
| 12 | Comprehensive Training Plan and Curriculum | Written | Ongoing |
| OPERATIONS | | | |

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| | | | |
|----|-------------------------------|--------------|-------------------------------------|
| 31 | Ongoing Hosting Support | Non-Software | Ongoing |
| 32 | Ongoing Support & Maintenance | Software | Ongoing |
| 33 | Conduct Project Exit Meeting | Non-Software | One week prior to contract end date |

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

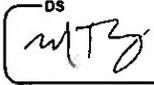
4.2 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

5. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

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Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

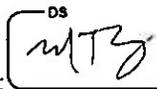
7. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

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The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

7.1 The Contractor Key Project Staff

7.1.1. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.

Contractor's Contract Manager is:

Brian Renaud
866-645-6908
Brian@geniussis.com

7.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement.

Contractor's Project Manager is:

Shannon Stangis
303-956-6859
sstangis@literacypro.com

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within six (6) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within

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ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Jim Rowe – VP of Engineering and Operations
Brian Staton – Senior Software Engineer and Technical Lead
Frank Buran – Senior Developer
Linda Watts – QA Manager
Amanda Yendall – Technical Support Specialist
Jon Lee – Director of Client

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

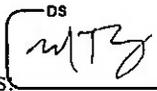
The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration.

The State Contract Manager is:
Sarah Ladd Wheeler
603-271-6701
Sarah.L.Wheeler@doe.nh.gov

7.2.2. The State Project Manager

The State shall assign a Project Manager.

The State's Project Manager is:
Courtney Frederick
603-271-6698
Courtney.L.Frederick@doe.nh.gov

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The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

The preliminary Work Plan created by the Contractor and the State is set forth below.

Continuation of services.

9. ACCEPTANCE & TESTING SERVICES

N/A

10. MAINTENANCE, OPERATIONS AND SUPPORT

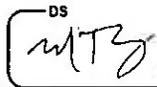
10.1 System Maintenance

- a. The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor 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.

10.2 System Support

- b. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.
- c. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

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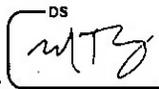
- d. **Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty four (24) business hours of a request;
- e. **Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty four (24) hours of notification of planned corrective action.

10.3 Support Obligations

- f. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.
- g. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.
- h. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. identifying number i.e. work order number; and
 - viii. issue identified by.
- i. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. identification of repeat calls or repeat Software problems.
- j. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

10.4 Contract Warranties and Representations

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10.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

10.4.2. Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

10.4.3. Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

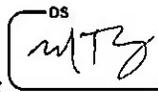
10.4.4. Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

11. 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

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stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

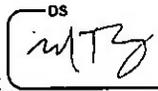
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor 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.

11.1 Data Location

- a. 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.

11.2 Security Incident Or Data Breach

- a. 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.
- b. 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.
- c. 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.
- d. 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) immediately notify the appropriate State identified contact and (2) take commercially

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reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

11.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.

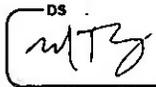
11.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

11.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b. promptly implement necessary remedial measures, if necessary; and
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach;
- b. notifications to individuals, regulators or others required by State law;
- c. a credit monitoring service required by State (or federal) law;
- d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.



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12. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

13. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

14. TRAINING

Training provided as determined and arranged between the State and the Contractor.

15. MERCHANT CARD SERVICES

Not Applicable

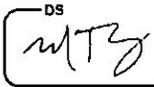
16. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

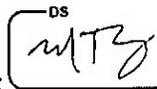
The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Annual costs listed in Table 10.1.5 under Planning & Project Management, Local and SEA licenses, Student Registration Portal, Hosted Services, and Integrations are to be paid on an annual basis by July 31st.

Invoices for training shall be submitted in the event that training is provided and will include the date of delivery.



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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

5. INVOICE ADDRESS

Invoices shall be sent to:

NH Department of Education
Bureau of Adult Education
Sarah Ladd Wheeler
25 Hall Street
Concord, NH 03301

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

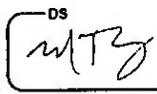
9. PAYMENT SCHEDULE

10.1 Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

10.1.1. Activities / Deliverables / Milestones Pricing

| | ACTIVITY, DELIVERABLE, OR MILESTONE | DELIVERABLE TYPE | DELIVERY DATE | MILESTONE PAYMENT |
|--|-------------------------------------|------------------|----------------------------------|-------------------|
| PLANNING AND PROJECT MANAGEMENT | | | | |
| 1 | Conduct Project Kickoff Meeting | Non-Software | TBD based on contract award date | \$0 |

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

| | | | | |
|-------------------|--|--------------|-------------------------------------|---------------|
| 2 | Deployment Plan | Written | TBD based on contract award date | \$0 |
| 3 | Comprehensive Training Plan and Curriculum | Written | TBD based on contract award date | \$0 |
| OPERATIONS | | | | |
| 4 | Ongoing Hosting Support | Non-Software | Ongoing | \$0 |
| 5 | Ongoing Support & Maintenance | Software | Ongoing | \$0 |
| 6 | Conduct Project Exit Meeting | Non-Software | One week prior to contract end date | \$0 |
| | Total | | | \$0.00 |

10.1.2. Software Operations, Maintenance and Support Pricing

| | FY25 | FY26 | FY27 | FY28 |
|-----------------------------|-----------------|------------------|------------------|------------------|
| LACES/Local Agency Licenses | \$57,000 | \$58,710 | \$60,471 | \$62,285 |
| LACES/SEA License | \$10,300 | \$10,609 | \$10,927 | \$11,255 |
| Student Registration Portal | \$30,900 | \$31,827 | \$32,782 | \$33,765 |
| Total | \$98,200 | \$101,146 | \$104,180 | \$107,305 |

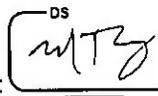
10.1.3. Hosting Pricing

| | FY25 | FY26 | FY27 | FY28 |
|---------------------|-----------------|-----------------|-----------------|-----------------|
| Full Hosted Service | \$30,900 | \$31,827 | \$32,782 | \$33,765 |
| Total | \$30,900 | \$31,827 | \$32,782 | \$33,765 |

10.1.4. Other Cost Pricing

| | FY25 | FY26 | FY27 | FY28 |
|------------------------------|-----------------|-----------------|-----------------|-----------------|
| Training – On-site – per day | \$2,995 | \$3,085 | \$3,177 | \$3,273 |
| Integrations (EE/BE/Aztec) | \$7,725 | \$7,957 | \$8,195 | \$8,441 |
| Total | \$10,720 | \$11,042 | \$11,372 | \$11,714 |

10.1.5. Pricing Summary

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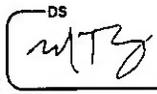
STATE OF NEW HAMPSHIRE
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

| | FY25 | FY26 | FY27 | FY28 | Total |
|--|------------------|------------------|------------------|------------------|------------------|
| Planning & Project Management | \$ - | \$ - | \$ - | \$ - | \$ - |
| LACES/Local Agency Licenses | \$ 57,000 | \$ 58,710 | \$ 60,471 | \$ 62,285 | \$238,466 |
| LACES/SEA License | \$ 10,300 | \$ 10,609 | \$ 10,927 | \$ 11,255 | \$ 43,091 |
| Student Registration Portal | \$ 30,900 | \$ 31,827 | \$ 32,782 | \$ 33,765 | \$129,274 |
| Full Hosted Service | \$ 30,900 | \$ 31,827 | \$ 32,782 | \$ 33,765 | \$129,274 |
| Integrations (EE/BE/Aztec) | \$ 7,725 | \$ 7,957 | \$ 8,195 | \$ 8,411 | \$ 32,288 |
| Subtotal for Annual Invoice | \$136,825 | \$140,930 | \$145,157 | \$149,481 | \$572,393 |
| Training - On Site (Per Day) as needed | \$ 2,995 | \$ 3,085 | \$ 3,177 | \$ 3,273 | \$ 12,530 |
| GRAND TOTAL | \$139,820 | \$144,015 | \$148,334 | \$152,754 | \$584,923 |

10.1.6. Contractor Staff, Resource Hours and Rates Worksheet

| | Project Manager | Developers | QA |
|-------------|-----------------|------------|----------|
| Hourly Rate | \$150.00 | \$225.00 | \$150.00 |

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

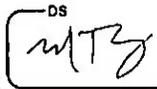
The terms outlined in the Software License Agreement are set forth below:

1. License Grant. During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.
3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.
4. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:
 - a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
 - b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
 - c. Cause or permit reverse engineering, disassembly or recompilation of the programs.
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. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.
6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.
7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

such as third-party software or programs that may be embedded in the Software (“Contracted Resources”) provided under this Contract, and that such Services, equipment, and Software 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 Resources 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.

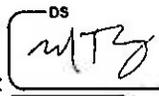
Notwithstanding the foregoing, the State’s counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources 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 Resources and refund all fees the State has paid Contractor under the Contract.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor’s deliverables.
9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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2024-099 – Adult Education Data System
EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – 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 | Shannon Stangis | Courtney Frederick | 5 Days |
| First | Brian Renaud | Sarah Wheeler | 10 Days |
| Second | Matthew Schnittman | Melissa White | 10 Days |
| Third | | Frank Edelblut | 15 Days |

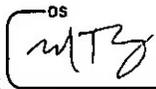
The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other Party.

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

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EXHIBIT E – ADMINISTRATIVE SERVICES

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.

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

N/A

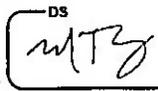
STATE OF NEW HAMPSHIRE
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2024-099 – Adult Education Data System
EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

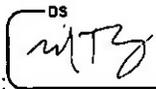
| TERM | DEFINITION |
|---------------------------|---|
| Acceptance | Notice from the State that a Deliverable has satisfied Acceptance Test or Review. |
| Confidential Information | <p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH 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), 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 Contractor 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. |

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 Contractor Initials:
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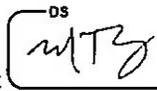
STATE OF NEW HAMPSHIRE
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EXHIBIT F – TERMS AND DEFINITIONS

| | |
|-----------------------------------|--|
| Deliverable | Any written, software, or non-software item (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. |
| 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. |
| Identification and Authentication | Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users. |
| Implementation | The process for making the System fully Operational for processing the Data. |
| 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. |
| Operational | Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance. |
| 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. |

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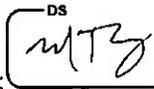
STATE OF NEW HAMPSHIRE
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EXHIBIT F – TERMS AND DEFINITIONS

| | |
|------------------------------|--|
| Project | The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto. |
| Proposal | A written plan put forth by a Vendor for consideration in response to a solicitation by the State. |
| 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 Contractor on the Project as described in a contract. |
| Software | All Custom, SAAS and COTS Software provided by the Contractor under the Contract. |
| Software Deliverables | All Custom, SAAS and COTS Software and Enhancements. |
| Software License | Licenses provided to the State under this Contract. |
| Software-as-a-Service (SaaS) | The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. |
| Solution | A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project. |
| 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. |

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2024-099 – Adult Education Data System
EXHIBIT F – TERMS AND DEFINITIONS

| | |
|-------------------------|--|
| 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. |
| Verification | Supports the confirmation of authority to enter a computer system application or network. |
| 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. |
| 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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STATE OF NEW HAMPSHIRE
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2024-099 – Adult Education Data System
ATTACHMENT 1 AGENCY COMPLIANCE DOCUMENTS

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

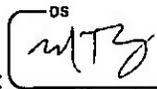
1. ATTACHMENTS

- a. Attachment 1 - Agency Compliance Documents

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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ATTACHMENT 1 AGENCY COMPLIANCE DOCUMENTS

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.

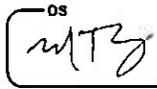
Environmental Protection

(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

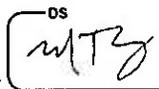
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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.

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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.

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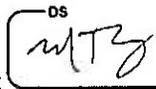
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Anti-Lobbying

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 (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- 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.

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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.

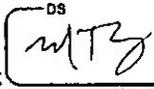
The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

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.

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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 LITERACYPRO SYSTEMS, INC. is a California Profit Corporation registered to transact business in New Hampshire on August 22, 2017. 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: 777427

Certificate Number: 0006689260



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate of Attestation

June 20, 2024

I hereby certify that said Certificate of Authority, dated as of May 14, 2024, (attached hereto) 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.



Brian Renaud, CFO

June 20, 2024

Date

Certificate of Authority # 1

Corporate Resolution

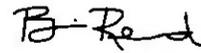
I, Brian Renaud, hereby certify that I am duly elected Officer of LiteracyPro Systems, Inc.. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 14, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mathew Schnittmane, CEO (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of LiteracyPro Systems, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote 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 from the date of this Corporate Resolution. 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: May 14, 2024

ATTEST: Brian Renaud, CFO
(Name & Title)





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/20/2024

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

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

| | | | |
|--|--|--|---------------|
| PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED LiteracyPro Systems, Inc 14359 Miramar Parkway #376 Miramar FL 33027 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Hartford Underwriters Insurance Company | | 30104 |
| | INSURER B: The Travelers Indemnity Co of America | | 25666 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570105782806 **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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | EXGR 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: | | | | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | 09/30/2023 | 09/30/2024 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | | 04/03/2024 | 04/03/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

Certificate No : 570105782806

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

| | |
|--|---|
| CERTIFICATE HOLDER New Hampshire Department of Education 25 Hall Street Concord NH 03303 USA | 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 <i>Aon Risk Services Northeast Inc</i> |