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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

September 9, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to **retroactively** amend a **sole source** contract with Double Line, Inc. Hutto, TX (VC#318529) to build continuous Extract, Transform, and Load system code between the New Hampshire Department of Education's current data warehouse and its new Common Educational Data Standards data warehouse, by extending the end date from June 30, 2024 to February 28, 2025, with no change in price limitation, effective upon Governor and Council approval. The Governor and Council originally approved this contract on October 4, 2023, Item #86, and amended on March 27, 2024, Item #64. 100% Federal Funds.

EXPLANATION

This amendment is **sole source** because the previous amendment approved on March 27, 2024, Item #64, became sole source because of a change to the scope of service. This request is **retroactive** as the NHED anticipated completing all of this work by June 30, 2024, but recently discovered the need to continue a component of the services that was designated in the contract.

Extending the end date from June 30, 2024 to February 28, 2025 will provide the vendor and the NHED with the additional time to conduct thorough and accurate testing of the product before taking final delivery. Double Line's first iteration of the product was delivered in June of 2024 during which the NHED data staff were engaged in End of Year (EOY) data collection and reporting with education agencies. After a preliminary review of the product, the NHED staff indicated the need to complete additional testing and provide Double line with changes needed to the mappings and ETL after its extensive review. The amendment would allow the NHED staff to complete the additional testing and provide Double Line with the changes needed to the mappings and the Extract, Transform, and Load system code after its extensive review.

The original contract approved on October 4, 2023 was awarded to Double Line, Inc. (Double Line). The vendor responded to the Request for Proposal (RFP) posted in March of 2023 and received the highest score of the six (6) proposals that the NH Department of Education (NHED) received.

The New Hampshire Department of Education (NHED) procured services with the vendor to map the NHED's State Longitudinal Data System (SLDS) data warehouse tables to a new Common Education Data Standards (CEDS) data warehouse model as well as create the necessary code to extract the data from the existing databases to the new CEDS data model. This initiative will significantly improve the efficiency of the NHED's mandatory reporting to the United States Department of Education (USED

The data warehouse is the central repository of data collected for critical functions including school funding, school accountability, reporting and policy decisions. The use of a CEDS data warehouse assists in research, decision making, and improves educational outcomes. Over the past decade, the data needs of the NHED have shifted dramatically from merely fulfilling various federal and state legislative mandates for reporting to driving the decision-making process at the individual, family, school, state, and federal levels. Improving the quality of the student and district level data for reporting and being responsive to changing education data needs is crucial to fulfilling the NHED's mission.

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

July 29, 2024

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

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Double Line, Inc., as described below and referenced as DoIT No. 2023-070B.

The purpose of this request is to build continuous Extract, Transform, and Load system code between the New Hampshire Department of Education's current data warehouse and its new Common Educational Data Standards data warehouse.

The Total Price Limitation shall not change and remains $373,165, effective upon Governor and Council approval, retroactive from July 1, 2024 through February 28, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-070B

cc: Kathy Wood, IT Lead

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," Double Line, Inc. (VC#318529) Hutto, TX, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on October 4, 2023 (Item #86) and amended on March 27, 2024 (Item #64) hereby agree to modify same as follows:

1. Amend the Completion Date by removing June 30, 2024 and replacing it with February 28, 2025.

2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

3. This amendment shall commence upon Governor and Council approval and shall terminate on February 28, 2025.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: _____ 9/9/2024
Frank Edelblut, Commissioner of Education Date

Double Line, Inc.
Contractor

By: _____ 08/29/24
Matt Warden, Chief Executive Officer Date

Approved as to form, substance and execution by the Attorney General this 9 day of September, 2024.

_____
Elizabeth Brown, Division of Attorney General Office

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

By: _____

CERTIFICATE OF ATTESTATION

Corporation

I, Samudra Sen, **hereby certify** that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

Double Line, Inc. . I hereby certify that Matt Warden,
(Corporation Name) (Name of Contract Signatory)

Chief Executive Officer, is duly authorized to execute contracts on behalf of
(Title of Contract Signatory)

Double Line, Inc. and may bind the company thereby.
(Corporation Name)

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

DATED: 08/29/24 **ATTEST:** Samudra Sen (Aug 29, 2024 14:55 EDT), Director and Secretary
(Signature of Clerk of Corporation) (Title of Clerk of Corporation)

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 DOUBLE LINE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 02, 2023. 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: **938580**
Certificate Number: **0006745949**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of August A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2024

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
TPB Insurance Group, Inc.
2915 W. Bitters Rd
Suite 312
San Antonio TX 78248

CONTACT NAME: Perla Hernandez-Palacios
PHONE (A/C, No, Ext): (210) 822-1571 FAX (A/C, No):
E-MAIL ADDRESS: perla.hernandez@tpbinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hanover Lloyds	41602
INSURER B:	Massachusetts Ins. Co.	22306
INSURER C:	Trisura Specialty Insurance	16188
INSURER D:	Scottsdale Indemnity Company	15580
INSURER E:		
INSURER F:		

INSURED
DOUBLE LINE, INC
P.O. BOX 935
HUTTO TX 78634

COVERAGES **CERTIFICATE NUMBER:** 24-25 ALOB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	06/10/2024	06/10/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	06/10/2024	06/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			[redacted]	06/10/2024	06/10/2025	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	06/10/2024	06/10/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C/D	Professional Liability/Cyber Liability Retention: $10,000			[redacted]	11/26/2022	11/26/2023	Primary - Each Claim	$3,000,000
							Excess - Each Claim	$2,000,000
							Total	$5,000,000

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

CERTIFICATE HOLDER

New Hampshire Department of Education
25 Hall Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

February 28, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a **sole source** amendment to an existing contract with Double Line, Inc. (VC#318529), Hutto, TX by increasing the price limitation by $61,800 from $311,365 to $373,165 and by replacing the end date of June 30, 2026 with June 30, 2024, to build continuous Extract, Transform, and Load system code between the New Hampshire Department of Education's current data warehouse and its new Common Educational Data Standards data warehouse effective upon Governor and Council approval. The original contract was approved by Governor and Council on October 4, 2023 (Item #86). 100% Federal Funds.

Funds to support this request are available in the following account in Fiscal Year 2024 as follows:

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

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Serv	$207,577	$165,588	$373,165
2025	102-500731	Contracts for Prog Serv	$93,788	($93,788)	$0
2026	102-500731	Contracts for Prog Serv	$10,000	($10,000)	$0
Total			$311,365	$61,800	$373,165

EXPLANATION

This contract amendment has become **sole source** because the scope of services is changing and the price increase is greater than 10% of the original contract. There are economies of scale associated with Double Line, Inc. (Double Line). The vendor is able to enhance the

continuous load as part of the ongoing nightly production process, as opposed to the one-time load that took historical data and mapped it from one data warehouse to another. Therefore, the vendor is capable of executing this project more efficiently, freeing the New Hampshire Department of Education's (NHED) resources for additional State Longitudinal Data Systems (SLDS) grant work. This added task creates the request for additional funding. A detailed explanation can be found below.

Double Line has extensive experience with Common Educational Data Standards (CEDS) that has allowed them to complete the project much faster than we thought in the original contract. In the original contract, Double Line was tasked with developing the CEDS data warehouse, mapping the existing data warehouse to a CEDS data warehouse model, and performing a one-time load of the existing data into the new CEDS data warehouse. It was assumed that the NHED resources/staff would have the bandwidth to take the code built for the one-time data migration and build the backwards compatibility to the old data warehouse. However, this is not the case due to other competing system development projects underway. Instead, Double Line will be able to finish the incremental load with dedicated resources much quicker, which shortens the overall project length.

The old data warehouse is needed until all NHED systems can be modified to use the new CEDS data warehouse, which is expected to be a 3-5-year effort. To ensure that the conversion is completed on time, Double Line has offered to build the backwards compatibility.

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

January 16, 2024

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

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Double Line, Inc., as described below and referenced as DoIT No. 2023-070A.

The purpose of this request is to build continuous Extract, Transform, and Load system (ETL) code between NHED's current data warehouse and its new Common Educational Data Standards (CEDS) data warehouse.

The Total Price Limitation will increase by $61,800 for a New Total Price Limitation of $373,165, effective upon Governor and Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-070A

cc: Kathy Wood, IT Lead

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," Double Line, Inc. (VC#318529) Hutto, TX, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on October 4, 2023 (Item #86) hereby agree to modify same as follows:

1. Amend Section 1.8 of form P-37 by increasing the price limitation by $61,800 from $311,365 to $373,165.
2. Amend Section 1.7 of form P-37 by replacing the end date of June 30, 2026 with June 30, 2024.
3. Remove Exhibit B (Scope of Work) and replace with Exhibit B-1 (Scope of Work).
4. Remove Exhibit C (Method of Payment) and replace with Exhibit C-1 (Method of Payment).
5. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
6. This amendment shall commence upon Governor and Council approval and shall terminate on June 30, 2024.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: _____ 3/11/2024
Frank Edelblut, Commissioner of Education Date

Double Line, Inc.
Contractor

By: _____ 02/08/24
Matt Warden, Chief Executive Officer Date

Approved as to form, substance and execution by the Attorney General this 11 day of March, 2024.

_____
Elizabeth Brown, Division of Attorney General Office

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

By: _____

Contractor Initials: MPW
Date: Feb 8, 2024

EXHIBIT B-1
Scope of Work

Double Line Partners (Double Line) will map the New Hampshire Department of Education's (NHED) current State Longitudinal Data System (SLDS) data warehouse tables to a new Common Educational Data Standards (CEDS) data model as well as create the necessary Extract, Transform, and Load (ETL) code to extract the data from the old databases to the new CEDS data model. The existing SLDS data warehouse and the new CEDS data model will both be housed on servers maintained by the New Hampshire Department of Information Technology (NHDOIT) and Double Line will work extensively with NHDOIT personnel and the Bureau of Education Statistics personnel.

Double Line will deliver the following services:

1. Discovery and Project Planning (Completion Date: 11/30/2023)– This is a process that takes place before kicking off project development. It is focused on identifying NHED staff (members of the Bureau of Educational Statistics) the issues with the old databases and moving toward the new CEDS data model. In the discovery phase, the NHED staff will test the CEDS data model against the reality of solving problems and meeting expectations for state and federal reporting.
2. Project Plan and Acceptance Criteria (Completion Date: 12/31/2023)– These are the formal documents that define the execution and control stages of a project. The plan includes considerations for risk management, resource management, and communications, while also addressing scope, cost and schedule baselines. Acceptance criteria represent a specific and defined list of conditions that need to be met before a project can be considered completed and the project deliverables are accepted by the NHED.
3. Data Mapping to CEDS Warehouse (Target Date: 02/29/2024) – Data mapping is the process of matching fields from one database to another. It is the first step to facilitate data migration, data integration, and other data management tasks. Double Line will complete the following:
    a. Align all SLDS data warehouse elements from tables with the CEDS data model. If an element from the NHED SLDS data warehouse does not align with the CEDS data model, Double Line will extend the CEDS data model to incorporate it. The mapping will be guided by the CEDS, found at https://ceds.ed.gov/;
    b. Obtain all the data from the CEDS model that is needed for the Generate Database and the ETL from the existing Access Database used for Edfacts reporting into the Generate Database;
    c. Use Windows Active directory to maintain security to the new CEDS data model;
    d. Use a Data Definition Language (DDL) script to create the initial CEDS data model that will be completed by DoIT;
    e. Align the data dictionary from the current SLDS data warehouse to the CEDS data model saved in the Harvest repository (NHED's version control software); and
    f. Establish processes and documentation to ensure proper data flow from the legacy systems to the new model.
4. ETL Creation and Testing (Target Date: 04/30/2024)– ETL stands for "Extract, Transform, and Load." ETL tools gather data from multiple data sources and consolidate it into a single, centralized location. ETL testing is done to ensure that the data that has been loaded from a source to the destination after business transformation is accurate. Double Line will Create the ETL and analyze existing processes and data transformations between data collection applications and the SLDS data warehouse.
5. Continuous Load ETL Creation (Target Date: 04/30/2024) – Double Line, Inc. will accommodate continuous historical, new, and updated data on an ongoing basis by creating an enhanced architecture

that develops an incremental load Extract, Transform, and Load (ETL) in order to achieve this functionality.

a. Develop an incremental load ETL pipeline that can handle both initial data loads and incremental updates.
   i. Queries will be executed as transactions.
   ii. If queries fail, a rollback will be implemented to the initial state after three retries.
   iii. Logging will be maintained using SQL Server Integrations Services (SSIS) logging providers and persisted into a log table.
   iv. Email notifications will be configured for failures using event handlers at the task level.
   v. Data consistency will be enforced using data validation checks on primary keys and foreign key constraints.
b. Implement an incremental load design approach that efficiently applies changes since the last load.
   i. Evaluate and select a method for capturing changes, such as Change Data Capture on the source Structured Query Language (SQL) Server, timestamp fields in the source data, or change detection in a staging area.
   ii. New and updated data will be handled using UPSERT (a database operation) logic.
   iii. Deleted data will be handled using a soft delete method (marking the record as inactive). Developing an automated archival process for inactive data is excluded in the scope of this enhancement.
c. Integrate the incremental load ETL pipeline with the existing Common Educational Data Standards data warehouse (CEDS DW) infrastructure. Data transformations will align and be guided by the CEDS standard.
d. Follow performance-aware design principles; total run time for the incremental load process will be dependent on factors such as the rate of change in the source data, data quality, and server memory/compute capacity. Load testing and ETL performance tuning is excluded in the scope of this enhancement.
e. Provide comprehensive documentation and training to NHED staff on the operation and maintenance of the continuous load ETL pipeline, in line with documentation and training requirements of the current engagement.

6. Project Documentation and Close-Out (Target Date: 05/30/2024) – This is the stage where all deliverables are finalized and formally transferred, and all documentation is signed off, approved, and archived. The project closure process ensures that all work has been completed according to the project plan and scope. Double Line will assist NHED staff with any transformations needed to transition the new CEDS data model to be the new primary SLDS Reporting to streamline operations. Double Line will work with NHED staff to initially run the old and new data models in parallel until the transition is completed and verified.

<u>Double Line will use the following protocols and procedures in executing the deliverables listed above:</u>

1. Document all system changes to support end-user knowledge (e.g., via table mappings, ETL, data dictionaries, and data flow documents);

Contractor Initials: MRW
Date: Feb 8, 2024

EXHIBIT B-1
Scope of Work
Continued

2. Document all the routines and processes used to generate reports and/or data tables and datasets knowledge (e.g., via table mappings, ETL, data dictionaries, and data flow documents);
3. Harvest repository used throughout the project for version code;
4. Host virtual meetings between the Double Line project team and the NHED to share information as required;
5. Utilize the State of New Hampshire virtual private network/secure network internet access for communicating with the NHED's hardware;
6. Work collaboratively with state information technology developers and database administrators, and other project team members; and
7. Provide the Administrator reports that document the work accomplished and a log of the time spent every two weeks.

Assumptions:

1. The grain of NHED's existing SLDS supports loading into the CEDS Warehouse.
2. The scope of the project is mapping NHED's existing SLDS that is K-12 into CEDS. NHED has no plans to expand the scope to other domains (e.g., workforce credentials, learning resources, and authentication and authorization).
3. Data transformations will be guided by CEDS standards.
4. To manage orchestration, NHED currently uses SQL server agents within their existing system and Double Line, Inc. will leverage those to establish the desired frequency.
5. Double Line, Inc. assumes that it will be creating this enhancement for 120 tables.

Contractor Initials: MPW

Date: Feb 8, 2024

EXHIBIT C-1
Method of Payment

(Budget through June 30, 2024)

Deliverable	Pricing
Discovery and Project Planning	$46,875
Project Plan and Acceptance Criteria	$66,560
Data Mapping to CEDS Warehouse	$98,430
ETL (Extract, Transform, and Load) Creation and Testing	$78,750
Continuous Load ETL Creation	$61,800
Project Documentation and Close-Out	$20,750
Total	$373,165

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted from one to another, but in no case shall the total budget exceed the price limitation of $373,165.

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

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

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Serv	$207,577	$165,588	$373,165
2025	102-500731	Contracts for Prog Serv	$93,788	($93,788)	$0
2026	102-500731	Contracts for Prog Serv	$10,000	($10,000)	$0
Total			$311,365	$61,800	$373,165

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

DEAR@doe.nh.gov

Contractor Initials: MRW

Date: Feb 8, 2024

CERTIFICATE OF ATTESTATION

Corporation

I, Samudra Sen, hereby certify that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

Double Line, Inc. . I hereby certify that Matt Warden,
(Corporation Name) (Name of Contract Signatory)

Chief Executive Officer, is duly authorized to execute contracts on behalf of
(Title of Contract Signatory)

Double Line, Inc. and may bind the company thereby.
(Corporation Name)

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

DATED: 02/09/24 **ATTEST:** Samudra Sen (Feb 9, 2024 06:18 GMT+5.5), Director and Secretary
(Signature of Clerk of Corporation) (Title of Clerk of Corporation)

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 DOUBLE LINE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 02, 2023. 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: 938580

Certificate Number: 0006577556

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of February A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2023

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

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

PRODUCER
TPB Insurance Group, Inc.
2915 W. Bitters Rd
Suite 312
San Antonio TX 78248

CONTACT NAME: Perla Hernandez-Palacios
PHONE (A/C, No, Ext): (210) 822-1571 FAX (A/C, No): (210) 822-6027
E-MAIL ADDRESS: perla.hernandez@thebankofsalinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Lloyds	41602
INSURER B: Massachusetts Ins. Co.	22306
INSURER C: Scottsdale Indemnity Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DOUBLE LINE, INC
P.O. BOX 935,
HUTTO TX 78634

COVERAGES CERTIFICATE NUMBER: NO FORMS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	06/10/2023	06/10/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	06/10/2023	06/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,00
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			[redacted]	06/10/2023	06/10/2024	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	06/10/2023	06/10/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability/Cyber Liability Retention: $10,000			[redacted]	11/26/2023	11/26/2024	Primary - Each Claim	$3,000,000
							Excess - Each Claim	$2,000,000
							Total	$5,000,000

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

CERTIFICATE HOLDER

New Hampshire Department of Education
25 Hall Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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86 mlc

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301

September 12, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to contract with Double Line, Inc. (VC#318529) Hutto, TX in an amount not to exceed $311,365 to map its current State Longitudinal Data System data warehouse tables to a new Common Educational Data Standards data warehouse model as well as create the necessary code to extract the data from the existing databases to the new Common Educational Data Standard data model, effective upon Governor and Council approval through June 30, 2026. 100% Federal Funds.

Funds to support this request are available in the account titled State Longitudinal Data Systems in FY24 and FY25, and are anticipated to be available in FY26, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

Account	FY24	FY25	FY26	Total
06-56-56-567010-71280000-102-500731 Contracts for Program Services	$207,577	$93,788	$10,000	$311,365

EXPLANATION

A Request for Proposal was posted on the New Hampshire Department of Education (NHED) and the Statewide Bids and Proposal websites on March 6, 2023. The NHED used a scoring scale of 100 points, a maximum of 20 points awarded based on the Price Proposal, and a maximum of 80 points awarded for Qualifications and Experience. Extensive knowledge of the Common Education Data Standards (CEDS) and substantial prior experience mapping to the CEDS data model were heavily weighted. The NHED received and reviewed six (6) proposals and selected Double Lin, Inc.; they received the greatest number of points based upon the RFP scoring criteria. As noted above, the scoring criteria heavily weighted prior CEDS experience, pivotal to the successful outcome of the project.

The NHED seeks a contract with Double Line, Inc. to map its State Longitudinal Data System (SLDS) data warehouse tables to a new CEDS data warehouse model as well as create the necessary code to extract the data from the existing databases to the new CEDS data model. This initiative will significantly improve the efficiency of NHED's mandatory reporting to the United States Department of Education (USED).

The data warehouse is the central repository of data collected for critical functions including school funding, school accountability, reporting and policy decisions. The use of a CEDS data warehouse would assist in research, decision making, and improves educational outcomes. Over the past decade, the data needs of the NHED have shifted dramatically from merely fulfilling various federal and state legislative mandates for reporting to driving the decision-making process at the individual, family, school, state, and federal levels. Improving the quality of the student and district level data for reporting and being responsive to changing education data needs is crucial to fulfilling the Bureau's mission.

Double Line, Inc. will align all SLDS data warehouse elements from approximately 150 tables with the CEDS data model. If an element from the NHED SLDS data warehouse does not align with the CEDS data model, the vendor will extend the CEDS data model to incorporate it. Double Line, Inc. will establish processes, code, and documentation to ensure proper data flow from the legacy systems to the new model. They will assist NHED with any transformations needed to transition the new CEDS data model to be the new primary SLDS Reporting to streamline operations. Double Line, Inc. will work with NHED to initially run the old and new data models in parallel until the transition is completed and verified. The existing SLDS data warehouse and the new CEDS data model will both be housed on servers maintained by the New Hampshire Department of Information Technology (NHDOIT) and the vendor chosen through this process will work extensively with NHDOIT personnel and the Bureau of Education Statistics personnel.

Double Line, Inc. has substantial prior experience mapping to the CEDS data model, extending the CEDS data model for state specific data, and positive reference checks. They are heavily involved in real-world applications of CEDS, with active CEDS-based implementations in Missouri, New Mexico, and Kansas. In addition, they have been active in CEDS development for nearly a decade and have served or are currently serving on several CEDS workgroups including:

- CEDS Early Learning
- CEDS READS (Researchers Exploring Avenues for Data Sharing)
- CEDS Data Warehouse Model Expansion Project
- CEDS Community of Innovative Reference Architecture

Respectfully submitted,

Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet
Double Line, Inc.

Bid Amount

Name of Bidder	Bid/Proposal Amount
Boon IT Solutions	$258,000
Collectiv	$279,000
Double Line, Inc.	$311,365
BPM Advisors	$582,250
Resultant	$795,320
OTIS Education Systems	$1,596,100

Reviewers

James Kask, IT Manager IV
Nathan Valence, Technical Support Specialist VI
Gretchen Tetreault, Business Systems Analyst I

Overall Scores

Double Line, Inc.	87
Boon IT Solutions	70
BPM Advisors	64
OTIS Education Systems	53
Resultant	41
Collectiv	38

Criteria for Evaluation and Scoring

Proposal Criteria	Weight of Criteria
Qualifications and Experience Points	
• Extensive knowledge of CEDS (Common Education Data Standards) and substantial prior experience mapping to the CEDS data model	60
• Strong experience with technologies required for supported systems	20
Price Proposal Potential Maximum Points	20
Total Potential Maximum Points Awarded	100

Attachment A
Bid Summary Scoring Sheet
Double Line, Inc. Partners
Continued

Bidder	CEDS Experience	Technical Experience	Price	Overall Score
Double Line, Inc.	50	20	17	87
Boon IT Solutions	30	20	20	70
BPM Advisors	35	20	9	64
OTIS Education Systems	30	20	3	53
Resultant	15	20	6	41
Collectiv	0	20	18	38

Review Process
Scoring for review occurred on 5/10/2023. The final score for each vendor was awarded upon the consensus of the review team. NHED selected Double Line, Inc. because they received the most points based upon the RFP scoring criteria. The scoring criteria heavily weighted prior CEDS experience that is pivotal to the successful outcome of the project. Double Line, Inc. sits on several CEDS work groups, is heavily involved in CEDS open-source community, has successfully mapped other states to CEDS, and had positive reference checks. Meanwhile, Boon IT Solutions had significantly less experience with CEDS and had negative reference checks and Collectiv had no previous experience with CEDS at all.

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

August 10, 2023

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 Double Line, Inc., as described below and referenced as DoIT No. 2023-070.

The purpose of this request is to map current State Longitudinal Data System (SLDS) data warehouse tables to a new Common Educational Data Standards (CEDS) data warehouse model as well as create the necessary code to extract the data from the existing databases to the new CEDS data model.

The Total Price Limitation will be $311,365, effective upon Governor and Council approval through June 30, 2026.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-070

cc: Tim DePalo, IT Manager
Bruce Smith, IT Manager

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 the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Double Line, Inc. (VC# 318529)		1.4 Contractor Address 388 Exchange Blvd. #935 Hutto, TX 78634	
1.5 Contractor Phone Number (512) 646-4929	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2026	1.8 Price Limitation $311,365
1.9 Contracting Officer for State Agency James Kask, Administrator		1.10 State Agency Telephone Number 603-271-4862	
1.11 Contractor Signature Date: 09/06/23		1.12 Name and Title of Contractor Signatory Matt Warden, CEO	
1.13 State Agency Signature Date: 9/21/2023		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: 9/21/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: MRW

Date: 09/06/23

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 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 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 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.

EXHIBIT A
Special Provisions

Additional Exhibits D-I

Federal Certification 2 CFR 200.415

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

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

Confidential Information

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

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

A.1 Provision 10, Property Ownership/Disclosure, is amended to include:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

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

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by 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.

EXHIBIT B
Scope of Work

Double Line, Inc. (Double Line) will map the New Hampshire Department of Education's (NHED) current State Longitudinal Data System (SLDS) data warehouse tables to a new Common Educational Data Standards (CEDS) data model as well as create the necessary Extract, Transform, and Load (ETL) code to extract the data from the old databases to the new CEDS data model. The existing SLDS data warehouse and the new CEDS data model will both be housed on servers maintained by the New Hampshire Department of Information Technology (NHDOIT) and Double Line will work extensively with NHDOIT personnel and the Bureau of Education Statistics personnel.

Double Line will deliver the following services:

1. Discovery and Project Planning – This is a process that takes place before kicking off project development. It is focused on identifying NHED staff (members of the Bureau of Educational Statistics) the issues with the old databases and moving toward the new CEDS data model. In the discovery phase, the NHED staff will test the CEDS data model against the reality of solving problems and meeting expectations for state and federal reporting.
2. Project Plan and Acceptance Criteria – These are the formal documents that define the execution and control stages of a project. The plan includes considerations for risk management, resource management, and communications, while also addressing scope, cost and schedule baselines. Acceptance criteria represent a specific and defined list of conditions that need to be met before a project can be considered completed and the project deliverables are accepted by the NHED.
3. Data Mapping to CEDS Warehouse – Data mapping is the process of matching fields from one database to another. It is the first step to facilitate data migration, data integration, and other data management tasks. Double Line will complete the following:
    a. Align all SLDS data warehouse elements from tables with the CEDS data model. If an element from the NHED SLDS data warehouse does not align with the CEDS data model, Double Line will extend the CEDS data model to incorporate it. The mapping will be guided by the CEDS, found at https://ceds.ed.gov/;
    b. Obtain all the data from the CEDS model that is needed for the Generate Database and the ETL from the existing Access Database used for Edfacts reporting into the Generate Database;
    c. Use Windows Active directory to maintain security to the new CEDS data model;
    d. Use a Data Definition Language (DDL) script to create the initial CEDS data model that will be completed by DoIT;
    e. Align the data dictionary from the current SLDS data warehouse to the CEDS data model saved in the Harvest repository (NHED's version control software); and
    f. Establish processes and documentation to ensure proper data flow from the legacy systems to the new model.
4. ETL Creation and Testing – ETL stands for "Extract, Transform, and Load." ETL tools gather data from multiple data sources and consolidate it into a single, centralized location. ETL testing is done to ensure that the data that has been loaded from a source to the destination after business transformation is accurate. Double Line will Create the ETL and analyze existing processes and data transformations between data collection applications and the SLDS data warehouse.
5. Project Documentation and Close-Out – This is the stage where all deliverables are finalized and formally transferred, and all documentation is signed off, approved, and archived. The project closure process ensures that all work has been completed according to the project plan and scope. Double Line will assist NHED staff with any transformations needed to transition the new CEDS data model to be the new primary SLDS Reporting to streamline operations. Double Line will work with NHED staff to initially run the old and new data models in parallel until the transition is completed and verified.

EXHIBIT B
Scope of Work
Continued

Double Line will use the following protocols and procedures in executing the deliverables listed above:

1. Document all system changes to support end-user knowledge (e.g., via table mappings, ETL, data dictionaries, and data flow documents);
2. Document all the routines and processes used to generate reports and/or data tables and datasets knowledge (e.g., via table mappings, ETL, data dictionaries, and data flow documents);
3. Harvest repository used throughout the project for version code;
4. Host virtual meetings between the Double Line project team and the NHED to share information as required;
5. Utilize the State of New Hampshire virtual private network/secure network internet access for communicating with the NHED's hardware;
6. Work collaboratively with state information technology developers and database administrators, and other project team members; and
7. Provide the Administrator reports that document the work accomplished and a log of the time spent every two weeks.

Scope of Work Assumptions:

1. The grain of NHED's existing SLDS supports loading into the CEDS Warehouse.
2. The scope of the project is mapping NHED's existing K-12 SLDS into CEDS. NHED has no plans to expand the scope to other domains (e.g., workforce credentials, learning resources, and authentication and authorization).

EXHIBIT C
Method of Payment

(Budget through June 30, 2026)

Deliverable	Pricing
Discovery and Project Planning	$46,875
Project Plan and Acceptance Criteria	$66,560
Data Mapping to CEDS Warehouse	$98,430
ETL Creation and Testing	$78,750
Project Documentation and Close-Out	$20,750
Total	**$311,365**

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted from one to another, but in no case shall the total budget exceed the price limitation of $311,365.

Funding Source: Funds to support this request are available in the account titled State Longitudinal Data Systems in FY24 and FY25, and are anticipated to be available in FY26, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between fiscal years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

Account	FY24	FY25	FY26	Total
06-56-56-567010-71280000-102-500731 Contracts for Program Services	$207,577	$93,788	$10,000	$311,365

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

DEAR@doe.nh.gov

EXHIBIT D
Contractor Obligations

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

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

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

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

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

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

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

Revised 6-5-21

EXHIBIT E
Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the NHED 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.

Revised 6-5-21

EXHIBIT F
Anti-Lobbying

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

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

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

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

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The NHED 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.

Revised 6-5-21

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

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

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. 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 NHED 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 NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, 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 NHED, financial information, partner information(including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED 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 NHED 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 NHED or subcontracted with the Contractor.

Ownership of Intellectual Property
The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED 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 NHED.

Revised 6-5-21

EXHIBIT H
Data Protection

DATA PROTECTION
Revised 2-2023

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

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

11.1 Data Location

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

11.2 Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially 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.

EXHIBIT I
Terms and Definitions

TERMS AND DEFINITIONS
Revised 2-2023

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	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. 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.
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.

EXHIBIT I
Terms and Definitions
Continued

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.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
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.

EXHIBIT I
Terms and Definitions
Continued

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.
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.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

EXHIBIT I
Terms and Definitions
Continued

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
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: *Business/Technical Requirements and Deliverables*. 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.

State of New Hampshire

Department of State

CERTIFICATE OF AUTHORITY OF

DOUBLE LINE, INC.

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **DOUBLE LINE, INC.** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **DOUBLE LINE, INC.** to transact business in this State under the name of **DOUBLE LINE, INC.**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 938580

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

David M. Scanlan
Secretary of State

CERTIFICATE OF ATTESTATION

Corporation

I, Samudra Sen, hereby certify that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

Double Line, Inc. (Corporation Name). I hereby certify that Matt Warden (Name of Contract Signatory)

Chief Executive Officer (Title of Contract Signatory), is duly authorized to execute contracts on behalf of

Double Line, Inc. (Corporation Name), and may bind the company thereby.

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

DATED: Sep 5, 2023 **ATTEST:** [signature], Director and Secretary

(Signature of Clerk of Corporation) (Title of Clerk of Corporation)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2023

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

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

PRODUCER	CONTACT NAME: Perla Hernandez-Palacios
TPB Insurance Group, Inc. 2915 W. Bitters Rd Suite 312 San Antonio TX 78248	PHONE (A/C, No, Ext): (210) 822-1571 FAX (A/C, No): (210) 822-6027 E-MAIL ADDRESS: perla.hernandez@thebankofsabinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Hanover Lloyds — 41602
INSURED: DOUBLE LINE, INC P.O. BOX 935, HUTTO TX 78634	INSURER B: Massachusetts Ins. Co. — 22306
	INSURER C: Scottsdale Indemnity Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES — CERTIFICATE NUMBER: 23-24 ALOB — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:				06/10/2023	06/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY				06/10/2023	06/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,00 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $				06/10/2023	06/10/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below				06/10/2023	06/10/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability/Cyber Liability Retention: $10,000				11/26/2022	11/26/2023	Primary - Each Claim Excess - Each Claim Total	$3,000,000 $2,000,000 $5,000,000

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

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

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