State of New Hampshire

POLICE STANDARDS & TRAINING COUNCIL
Arthur D. Kehas
Law Enforcement Training Facility & Campus
17 Institute Drive, Concord, N.H. 03301-7413
603-271-2133 – Fax: 603-271-1785
TDD Access: Relay NH 1-800-735-2964

Sheriff Christopher D. Connelly
Chairman

John V. Scippa
Director

December 18, 2024 /03

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a contract with Envisage Technologies, LLC – Bloomington, IN (Vendor Code 517133) in the amount of $920,278 to provide records management and learning management software services with the option to renew for an additional four-year period effective upon Governor and Council approval through June 30, 2029. **100% General Fund.**

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026, 2027, 2028, and 2029 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

06-87-87-870510-89800000, <u>Administration and Standards</u>

	FY2025	FY2026	FY2027	FY2028	FY2029
038-509038 – Technology-Software	$88,800	$194,100	$202,980	$212,304	$222,094

EXPLANATION

The 2020 New Hampshire Governor's Commission on Law Enforcement Accountability, Community, and Transparency (LEACT), report recommended that NHPSTC track police officers from hire to retire. NHPSTC has been using a records management system to track police officers from hire to retire, but needed a more comprehensive records management and learning management software system that can track all police and corrections officers from hire to retire for certifications, training and misconduct in one solution.

Therefore, NHPSTC released an RFP on June 17, 2024, which was posted on the Department of Administrative Services website. Proposals were due on August 23, 2024, and six proposals were received by NHPSTC. Two proposals met the initial screening requirements in the RFP and were accepted for evaluation. Envisage Technologies, LLC, and Benchmark Solutions, LLC dba Benchmark Analytics. An evaluation committee met to open and evaluate the

proposals. Envisage Technologies, LLC scored the highest and was selected. The price of the contract was modified from the original price proposal during the negotiations with the vendor. The result is that the contract price is lower than the price reflected in the scoring table below.

We respectfully request that you approve this service contract.

Respectfully,
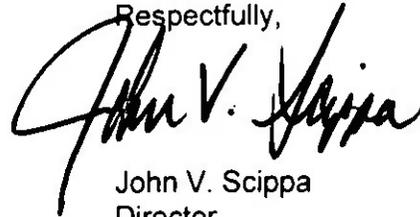
John V. Scippa
Director

Bid Specification

NHPSTC must document and manage every aspect of the certification and training process of all active, inactive, and full time and part time law enforcement officers attached to all New Hampshire law enforcement agencies. It is crucial that the NHPSTC team can easily monitor all agencies and officers down to the detail to include but not limited to hours completed and outstanding for each academy and training class, employment statuses, other record filings, reporting of misconduct and case management. Essential features of the new system will include an end user interface allowing officers easy access to their personal data. Law enforcement agencies will have an interface to easily access their data, as well as data of all officers assigned to their organization. NHPSTC will have an interface that easily allows it to view, modify, and report on its entire program by State, Region, Agency, or selected Officers. The System will be cloud-based. NHPSTC is seeking a learning and record management system that offers reporting all data fields, including both canned and ad hoc reporting.

The bidders were evaluated using the following criteria. Proposed Solution – Specification of Work Performed (45%), Vendor's Technical, Service and Project Management Experience (10%), Vendor Company (5%), Staffing Qualifications (5%), FedRAMP/StateRAMP Authorization Status (15%), Price Proposal (20%).

Vendor	Envisage Technologies	Benchmark Solutions
Technical Solution: Proposed Solution – Specification of Work Performed (45 Points 45%)	42.44	29.9
Vendor's Technical, Service and Project Management Experience (10 Points 10%)	7.93	8
Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period. (5 Points 5 %)	4.89	4.33
Staffing Qualifications (5 Points 5%)	3.79	4.5
FedRAMP/StateRAMP Authorization Status (15 Points 15%)	14.57	5
Price Proposal (20 Points 20%) Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score	15.76	20

Grand Total (100 Points)	89.38	71.73
Rank	1	2
Price Proposals	$926,230	$729,990

Proposals were evaluated by the following staff members:

Director John V. Scippa – John Scippa, MSCJA, presently serves as the 6th Director of New Hampshire Police Standards and Training. During his 40-year law enforcement career, he has served in many capacities including police chief for the Town of Stratham NH. In 2019 John was hired as the Director of Police Academies for the Northern Essex Community College/Methuen Police Academy. In March of 2020, he returned to NH when he was appointed to his present position. As the Director of NHPST, John served on the New Hampshire Commission on Law Enforcement Accountability, Community, and Transparency. John presently serves on the Executive Board for the International Association of Directors of Law Enforcement Standards and Training, (IADLEST) and on the New Hampshire Law Enforcement Accreditation Commission.

Captain Adam Hawkins – Adam joined PSTC in 2018 after serving with the Belmont Police Department for 14 years. He holds a bachelor's in business administration and a master's degree in public administration from Anna Maria College. He currently oversees the In-Service and On-Line Training Bureau and instructs a variety of courses including Officer Survival, Simunitions, Firearms, OC and Community Policing.

Captain Peter D. Russell – Peter Russell presently serves as the Assistant Bureau Commander of the Recruit Training Bureau. Peter Russell started his law enforcement career in 2000, and has served as a patrol officer, shift supervisor, shift commander, Crisis Negotiator, and as tactical team leader. His education includes a bachelor's degree in psychology minoring in Criminal Justice from Missouri Southern State University, and a Juris Doctorate from Loyola University. Peter joined Police Standards and Training in January of 2020, and his current duties include teaching Ethics, Criminal Procedure, Constitutional Law, and administering and developing practical scenarios in support of Police Standards and Training Curriculum. Peter's current supervisory duties include acting as the Full Time Police Academy Commandant, supervising 55 to 65 recruits, while also supervising a team of training specialists in support of Police Standards and Training mission.

Attorney Stacie Moeser – Stacie graduated from Dartmouth College in 1998 and earned her Juris Doctor in May 2005 from Boston College Law School. She served as an Assistant District Attorney in Suffolk County, Massachusetts, from 2005 to 2010, in District and then Superior Court. She was an Assistant City Solicitor and the Records Access Officer for the City of Lowell and the Lowell Police Department from 2019 to 2020. Stacie joined the New Hampshire

Department of Justice in 2020 and served as an Assistant Attorney General in the Civil Bureau Client Counseling Unit, providing legal services to several state agencies and boards including the New Hampshire Police Standards and Training Council. In 2023, Stacie joined New Hampshire Police Standards and Training where she continues to advise the Council and also serves as general counsel to the agency and oversees the Conduct Review Committee and its investigations.

Robert Collman - Robert Collman has managed classroom/office technology, electronic records, learning management, interactive video training systems and supporting infrastructure at NHPSTC since 2002. He has taught college business courses, assisted businesses with the purchase and installing of integrated accounting manufacturing systems.

Rebecca Bolton (NHDOIT) – Rebecca Bolton has worked for the State of New Hampshire for over 23 years supporting 20+ Executive Branch agencies as a liaison between these agencies and the Department of Information Technology in support of agency information technology (IT) needs. Prior to joining the State of New Hampshire, Rebecca worked in the private industry in the IT field for 11 years at Liberty Mutual Insurance, Edgewater Technology, ISI Systems, and Managed Ops.com.

STATE OF NEW HAMPSHIRE

NH POLICE STANDARDS & TRAINING

ENVISAGE TECHNOLOGIES CONTRACT

PST – 2024 - 080

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STATE OF NEW HAMPSHIRE
NH POLICE STANDARDS & TRAINING
PST-2024-080 - ENVISAGE TECHNOLOGIES CONTRACT

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 NH Police Standards & Training	1.2 State Agency Address 17 Institute Drive Concord, NH 03301
1.3 Contractor Name Envisage Technologies, LLC DBA: Envisage Technologies	1.4 Contractor Address 101 W. Kirkwood Ave, Ste 200 Bloomington, IN 47404-6132

1.5 Contractor Phone Number (812) 961-9675	1.6 Account Unit and Class 06-87-87-870510-89800000-038-509038	1.7 Completion Date 6/30/2029	1.8 Price Limitation $920,278

1.9 Contracting Officer for State Agency Maxim F. Schultz, Assistant Director	1.10 State Agency Telephone Number 603-271-2133
1.11 Contractor Signature Date: 12/22/24	1.12 Name and Title of Contractor Signatory Sean Cunningham, Chief Revenue Officer
1.13 State Agency Signature Date: 12/23/24	1.14 Name and Title of State Agency Signatory John V. Scippa, Director
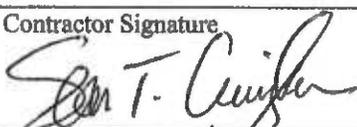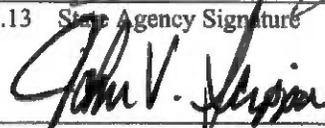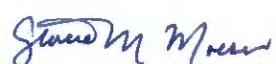
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On: 12/23/2024
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:

Contractor Initials STC
Date 12/22/24

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

Contractor Initials _SE_
Date _12/22/24_

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,

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Date _12/22/24_

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.

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Date 12/22/24

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.

Contractor Initials _STC_
Date _12/22/24_

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.4 The Term may be extended up to four (4) years(s) ("Extended Term"), at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each Extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 **Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Notwithstanding any other provision to the contrary, the State acknowledges and agrees that Contractor invoices annually for subscriptions to its services at the beginning of each contract year and that Contractor's fees are fully earned upon being invoiced and are non-refundable when paid, unless the Contract is terminated by the State for cause.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;

d. Take no action to intentionally erase any State data until directed by the State;

e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;

f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;

g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

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

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

A.3 **A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

10.2.1 For purposes of clarification the parties acknowledge and agree the Envisage Technologies ("Envisage") is providing commercial-off-the-shelf (COTS) SaaS solutions that have been developed by Envisage at great private expense ("Pre-Existing IP"). Envisage shall retain sole ownership and control over its Pre-Existing IP. Any enhancements, improvements, modifications and the like made to the Pre-Existing IP become immediately, inextricably incorporated into the Pre-Existing IP. Accordingly, Envisage shall also maintain sole and exclusive control over any enhancements, improvements, and modifications made to its Pre-Existing IP

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. Nothing herein shall be deemed to preclude the Contractor from seeking a protective order to prevent the release of Contractor information that Contractor reasonably believes is exempt from disclosure. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

A.4 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

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

  e. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement subject to the assignee reasonably demonstrating its competence to carry out the duties and obligations under the Agreement. ; or

    f. if the assignee is prohibited from conducting business with the State, immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.5 **Provision 13, INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees ("the State") from and against all third-party actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees ("Third-Party Claims'), 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.

    13.1 Notwithstanding any provision to the contrary, except for Third-Party Claims for violation of intellectual property rights, fraud, gross negligence, willful misconduct, or Third-Party Claims that pertain to property damage, personal injury and death, nothing herein shall be deemed to require the Contractor to spend more than the total value of the contract on its indemnification, defense and hold harmless obligations stated in this Section. Nothing herein shall be deemed to require the Contractor to indemnify, defend and hold harmless the State for Third-Party (or portions thereof) that are caused by the State's own acts, or omissions.

A.5 **The following Provisions are added and made part of the P37:**

    27. FORCE MAJEURE

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

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

    28. EXHIBITS/ATTACHMENTS

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

    29. NON-EXCLUSIVE CONTRACT

        The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. **PROHIBITED TECHNOLOGIES**

No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf

and

No equipment or services on the FCC Covered List found here: https://www.fcc.gov/supplychain/coveredlist

31. **ORDER OF PRECEDENCE**

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

i. State of New Hampshire, Police Standards & Training Contract Agreement PST-2024-080 P-37 as amended by Exhibit A.

ii. State of New Hampshire, Police Standards & Training Contract Exhibits in order of precedence:

    a. Exhibits B and C;

    b. Exhibit D (or D-1);

    c. Exhibit E;

    d. Exhibit F;

    e. Exhibit G.

iii. State of New Hampshire, RFP #2024-080 - Learning and Record Management System.

iv. Vendor Proposal Response to NH Police Standards & Training RFP #2024-080 - Learning and Record Management System dated August 23, 2024.

v. Additional Contractor Provided Documents (Exhibit H).

Acadis MLA found at www.acadis.com/mla/

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

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

1. STATEMENT OF WORK

NHPSTC must document and manage every aspect of the certification and training process of all active, inactive, and full time and part time law enforcement officers attached to all New Hampshire law enforcement agencies. It is crucial that the NHPSTC team can easily monitor all agencies and officers down to the detail to include but not limited to hours completed and outstanding for each academy and training class, employment statuses, other record filings, reporting of misconduct and case management. Essential features of the new system will include an end user interface allowing officers easy access to their personal data. Law enforcement agencies will have an interface to easily access their data, as well as data of all officers assigned to their organization. NHPSTC will have an interface that easily allows it to view, modify, and report on its entire program by State, Region, Agency, or selected Officers. The System will be cloud-based. NHPSTC is seeking a learning and record management system that offers reporting all data fields, including both canned and ad hoc reporting.

2. ACTIVITY, DELIVERABLE, AND MILESTONE

B-2.1 Business Requirements

Table B-2.1 Business Requirements

BUSINESS REQUIREMENTS					
State Requirements			**Vendor**		
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
Overall Functionality					
0.1	Track all training to include but not limited to mandatory, in- service, and academies	M	Yes	Standard	Acadis Training module
0.2	Course Mapping/Pre-Approvals for required training	M	Yes	Standard	Acadis Training module
0.3	Ability to designate an agency's approving training supervisor	M	Yes	Standard	Acadis Training module
0.4	Upload external certificates - approved by agency	M	Yes	Standard	Acadis Training module
0.5	Provide completion certificates for all training	M	Yes	Standard	Acadis Training module/Acadis Person Portal

0.6	Limit submitted report visibility based on role permissions (misconduct)	M	Yes	Standard	Acadis Training module
0.7	Tag profiles based on employment actions (decert, misconduct)	M	Yes	Standard	Acadis Training module
0.8	Agency-produced training output reports	M	Yes	Standard	Acadis Training module
0.9	Create users based on Report Form submission (New Hire)	M	Yes	Standard	Acadis Training module
0.10	All reports point to mentioned user(s) which appear in user profile; visibility will be based on security context	M	Yes	Standard	Acadis Training Module
0.11	All reports point to mentioned agencies(s) which appear in an organizational profile; visibility will be based on security Context	M	Yes	Standard	Acadis Training Module
0.12	Cloning function in general - certificates, courses, course sessions, etc.	M	Yes	Standard	Acadis Training, Acadis Surveys, Acadis Compliance modules, and more
0.13	Self-registration portal - external users for training and report submission	M	Yes	Standard	Acadis Online Registration Portal
0.14	Assign specific role/permission based on agency context and or report/workflows requirements	M	Yes	Standard	Acadis Training module
0.15	Ability to assign multiple reviewers to reports/workflows	M	Yes	Standard	Acadis Training module
0.16	Ability to change user's agency context (if employed by multiple agencies)	M	Yes	Standard	Acadis Training module
0.17	Depending on defined roles, control specific reports and user information that users can view, edit, share etc.	M	Yes	Standard	Acadis Training module
0.18	Define multiple agency employment records	M	Yes	Standard	Acadis Training module
0.19	Assign instructor expiration dates based on end of year - automated emails etc.	M	Yes	Standard	Acadis Compliance module

Contractor Initials: _STC_
Date: __12/22/24__

0.20	Ability for agency training officers to assign employees to training	M	Yes	Standard	Acadis Training module
0.21	POST users' ability to work inside of a Sandbox(s) environment	M	Yes	Standard	Requires UAT Sandbox access, included in price
0.22	Produce and send announcements, information etc. to all users	M	Yes	Standard	Acadis Training module
0.23	Central location for past announcements/list – dashboard	M	Yes	Custom	Acadis Training module
0.24	Global emails/ announcements sent based on one or more user roles/tags	M	Yes	Standard	Acadis Training module
0.25	During system set up, Vendor provides required fields for POST population	M	Yes	Standard	User Defined Fields can be configured
0.26	Email notification of status changes pertaining to report/workflows/training statuses	M	Yes	Standard	Acadis Registration module
0.27	POST Training - PDF how tos, live training, video clips, interactive video	M	Yes	Standard	Acadis LMS
0.28	Agency Training PDF how tos, live training, video clips, interactive video	M	Yes	Standard	Acadis LMS
0.29	Dedicated case file / internal affairs module	M	Yes	Standard	Acadis Case Management module
0.30	Upload various document types to case file or input report	M	Yes	Standard	Acadis Documents module
0.31	Export reports – based on given time frames and or custom time frame	M	Yes	Standard	Acadis Training module
1.00	**User Information**				
1.1	Add and Edit User Records	M	Yes	Standard	Acadis Training module
1.2	View/edit role permissions for User Information fields	M	Yes	Standard	Acadis Training module
1.3	Duplicate Checking Prior to Addition of a User Record	M	Yes	Standard	Acadis Training module

1.4	Duplicate User Search and Merge Functionality	P	Yes	Standard	Acadis Training module
1.5	Mark Possible Duplicate User Search Results as Unique	P	Yes	Standard	Acadis Training module
1.6	Store All Employment Records	M	Yes	Standard	Acadis Training module
1.7	Track Employment, Title/Rank, Status	M	Yes	Standard	Acadis Training module
1.8	Maintain Employment History	M	Yes	Standard	Acadis Training module
1.9	Hide/Show Employment History Permissions	M	Yes	Standard	Acadis Training module
1.10	Gender, Date of Birth part of User Record	M	Yes	Standard	Acadis Training module
1.11	Maintain Legally Defensible Training Records	M	Yes	Standard	Acadis Training module
1.12	Issue and Track Certifications with Status	M	Yes	Standard	Acadis Training module
1.13	Print Certifications, Officer/Agency/POST	M	Yes	Standard	Acadis Training module
1.14	Email Certificates to Officer/Agency	M	Yes	Standard	Acadis Training module
1.15	Renew Certifications	M	Yes	Standard	Acadis Training module
1.16	Include Comments upon Certification Issuance	M	Yes	Standard	Acadis Training module
1.17	Maintain Contact Information for Agencies by POST	P	Yes	Standard	Acadis Training module
1.18	Contact Information For Users and Agency	P	Yes	Standard	Acadis Training module
1.19	Select Custom Gender Identify Values	P	Yes	Standard	Acadis Training module

1.20	Maintain Emergency Contact Information Officer/Agency	P	Yes	Standard	Acadis Training module
1.21	Education Level	M	Yes	Standard	Acadis Training module
1.22	Show Military Experience	M	Yes	Standard	Acadis Training module
1.23	Track Education and/or Military Experience	M	Yes	Standard	Acadis Training module
1.24	Add Profile Pictures to User Record	P	Yes	Standard	Acadis Training module
1.25	Securely Track Personally Identifiable Information (SSN, DOB, EEOC, Blood Type, Gender, etc.)	M	Yes	Standard	Acadis Training module
1.26	Maintain searchable alternative name list, associate with PSTC ID	M	Yes	Standard	Acadis Training module
1.27	Flag User Records	M	Yes	Standard	Acadis Training module
1.28	Define and Track User-Defined Fields	M	Yes	Standard	Acadis Training module
1.29	User Search by Custom-Defined Fields	M	Yes	Standard	Acadis Training module
1.30	User Search via any name field (first, last, alternative), DOB, PSTC ID,	M	Yes	Standard	Acadis Training module
1.31	User Search by Email Address	M	Yes	Standard	Acadis Training module
1.32	Designate Users as Instructors	M	Yes	Standard	Acadis Training module
1.33	Search for Instructors	M	Yes	Standard	Acadis Training module
1.34	Roster Full Name Searching, with Status Filter	M	Yes	Standard	Acadis Training module
1.35	View All Employment Details Report	M	Yes	Standard	Acadis Training module

1.36	Define and Track User-Defined Fields for Instructors	M	Yes	Standard	Acadis Training module
1.37	Include Supervisor User Type(s) as CC/BCC Recipients on Additional Automated Email Notifications	P	Yes	Standard	Acadis Training module
2.00	Agency and POST Information				
2.1	Organization Relationship/Hierarchy	M	Yes	Standard	Acadis Training module
2.2	Ability to Flag and Categorize Organizations	P	Yes	Standard	Acadis Training module
2.3	Track Organization POST Mandated Reporting	P	Yes	Standard	Acadis Compliance module
2.4	Track Organization Non-Mandated Reporting	P	Yes	Standard	Acadis Compliance module
2.5	Link to Organization/Sub-Organization on Organization Record	M	Yes	Standard	Acadis Training module
2.6	Set Due Dates for Training Requirements	P	Yes	Standard	Acadis Training module
2.7	Active Employee Roster Report	P	Yes	Standard	Acadis Training module
2.8	User Training History Report	M	Yes	Standard	Acadis Training module
2.9	Organization Search and Merge Functionality	M	Yes	Standard	Acadis Training module
2.10	View Employment Actions and Status Relating to Separation	P	Yes	Standard	Acadis Training module
2.11	List Separation Reason and Details (see Forms)	M	Yes	Standard	Acadis Training module
2.12	Prevent Employment Separation Action when Adding Duty Assignments	O	Yes	Standard	Acadis Training module
2.13	Permission to View Employment Separation Action, Reason and Details	M	Yes	Standard	Acadis Training module
2.14	Import Wizard Support for Employment Separation Action Reasons and Details	O	Yes	Standard	Acadis Training module

2.15	View Employment Details	M	Yes	Standard	Acadis Training module
2.16	Define and Track User-Defined Fields for Organizations	P	Yes	Standard	Acadis Training module
2.17	Add Job Types with Training Requirements	P	Yes	Standard	Acadis Training module
2.18	Import Schedulable Activities on a Class Template	P	Yes	Standard	Acadis Training module
2.19	Edit Observed Assessments including Timed, Numeric, Firearms, Pass/Fail, Percentage, Scored and Pass/Fail Checklist Assessment Types	M	Yes	Standard	Acadis Training module
2.20	Copy an Existing Activity Record to a New Class/Class Template	M	Yes	Standard	Acadis Training module
2.21	Define Class/Session Dates	M	Yes	Standard	Acadis Training module
2.22	Add and Edit Training Locations	M	Yes	Standard	Acadis Training module
2.23	Auto-Generate or Manually Assign Class Names	P	Yes	Standard	Acadis Training module
2.24	Assign Staff with Specific Types in Classes	P	Yes	Standard	Acadis Training module
2.25	Send Email to Students in Staff Assigned Classes through the Interface	P	Yes	Standard	Acadis Training module
2.26	Enroll Student(s) Directly into Classes, Supervisor	M	Yes	Standard	Acadis Training module
2.27	Import Student(s) Directly into Classes (CSV, XLSX)	P	Yes	Standard	Acadis Training module
2.28	Print and Email Student Attendance Summary	P	Yes	Standard	Acadis Training module
2.29	Record Assessment Scores including Retests, Observers, and Comments via Import	P	Yes	Standard	Acadis Training module
2.30	Record Assessment Scores including Retests, Observers, and Comments Manually	P	Yes	Standard	Acadis Training module

2.31	Assessment Performance Reports (Student and/or Class)	M	Yes	Standard	Acadis Training module
2.32	Track Student Completion Status	M	Yes	Standard	Acadis Training module
2.33	Define and Record Class Attendance, including Make-Ups	M	Yes	Standard	Acadis Training module
2.34	Confer Certifications for Students upon Class Completion	M	Yes	Standard	Acadis Training module
2.35	Create/Confer/Print Custom Student Certificates	M	Yes	Standard	Acadis Training module
2.36	Create/Print Student Transcripts	M	Yes	Standard	Acadis Training module
2.37	Support for Class Certificate when Importing Class Templates and Classes	M	Yes	Standard	Acadis Training module
2.38	Create/Confer Student Awards from Training Class	P	Yes	Standard	Acadis Training module
2.39	Edit Student Departures with Action, Reason, and Reason Details	P	Yes	Standard	Acadis Training module
2.40	Record and Edit Training Events, including Student Rosters and Associated Documentation	M	Yes	Standard	Acadis Training module
2.41	Import and Display Student Grade and Pass/Fail Status	M	Yes	Standard	Acadis Training module
2.42	Specify Available Training Category Selections when Reporting Completed Training	M	Yes	Standard	Acadis Training module
2.43	Monitor Review of Current and Upcoming Class/Academy Activity	M	Yes	Standard	Acadis Training module
2.44	See Planned Events	M	Yes	Standard	Acadis Training module
2.45	Completed Training Monitor with Filters to Show Completion Summary, by Training Type	M	Yes	Standard	Acadis Training module
2.46	Custom Gender Identity Values on Departure Reports	P	Yes	Standard	Acadis Training module

2.47	Class Date-Based Automated Emails	P	Yes	Standard	Acadis Training module
2.48	Edit Class Automated Emails	P	Yes	Standard	Acadis Training module
2.49	Search for Completed Training, by Person	M	Yes	Standard	Acadis Training module
2.50	Sortable List of Programs Page and Quick Search Option	M	Yes	Standard	Acadis Training module
2.51	Submit Both Scored and Pass/Fail Checklist Assessment Results in the Interface	P	Yes	Standard	Acadis Training module
2.52	Unified Access to all Class Override Options for Eligible Automated Email Templates	M	Yes	Standard	Acadis Training module
3.00	Output Reports				
	Custom Report Designer	M	Yes	Standard	Acadis Training module
3.2	Add or List Custom Reports	M	Yes	Standard	Acadis Training module
3.3	Report viewing/downloading/creating/editing role and agency context based	M	Yes	Standard	Acadis Training module
3.4	All Data Field scan be formatted in Exports and Visual Lists	M	Yes	Standard	Acadis Training module
3.5	Training Distribution lists	M	Yes	Standard	Acadis Training module
3.6	Fulfill Personally Identifiable Information (PII) Requests	M	Yes	Standard	Acadis Training module
3.7	Search and Export Tools for Multiple Record Types	M	Yes	Standard	Acadis Training module
3.8	Audit Trail Report	M	Yes	Standard	Acadis Training module
3.9	Roles Capability Report for Interface Contexts	M	Yes	Standard	Acadis Training module
3.10	Roles Capability Report for Forms	M	Yes	Standard	Acadis Training module

3.11	Usage Statistics	M	Yes	Standard	Acadis Training module
3.12	Training Hours Report	M	Yes	Standard	Acadis Training module
3.13	Missed Training by Training Category Report	M	Yes	Standard	Acadis Training module
3.14	Check Hours Training Report	M	Yes	Standard	Acadis Training module
3.15	Employment Separation Statistics Report	M	Yes	Standard	Acadis Training module
3.16	Employment Separations by Gender and EEOC Category Report	M	Yes	Standard	Acadis Training module
3.17	Draft Edited Custom Report Templates with Version Support	M	Yes	Standard	Acadis Training module
3.18	Support for Boolean Fields when Designing Custom Reports	M	Yes	Standard	Acadis Training module
3.19	Include User current employing agency(s) and custom fields on Custom Reports	M	Yes	Standard	Acadis Training module
3.20	Support for Military Service Data in Custom Reports	P	Yes	Standard	Acadis Training module
4.00	**Administration**				
4.1	High Security System Framework (NH DoIT Compliant)	M	Yes	Standard	Acadis Training module
4.2	User Alerts when Using Invalid Links	M	Yes	Standard	Acadis Training module
4.3	Report a User to the National Decertification Index	M	Yes	Standard	Acadis Training module
4.4	Batch-Import Options for Updates	P	Yes	Standard	Acadis Training module
4.5	Define Multiple User Roles with Separate Read/Add/Edit/Delete Permissions	M	Yes	Standard	Acadis Training module
4.6	Assign Multiple User Roles in Context of Agency	M	Yes	Standard	Acadis Training module

4.7	Login Page Redirect Options	P	Yes	Standard	Acadis Training module
4.8	Specify New User Required Enrollment/Registration based on user type (LEO, LEA user, or other)	M	Yes	Standard	Acadis Training module
4.9	Specify Permission to Control Class/Session Edits	M	Yes	Standard	Acadis Training module
4.10	Administrator Access Setting to Determine Roles to Assign a User	M	Yes	Standard	Acadis Training module
4.11	Create or Edit Workflows for each Form	M	Yes	Standard	Acadis Training module
4.12	Create Workflow Templates to apply to Forms	M	Yes	Standard	Acadis Training module
4.13	Create Workflow Templates to Process Class Template Tasks	M	Yes	Standard	Acadis Training module
4.14	Change Order of Tasks in a Workflow associated with a Form	M	Yes	Standard	Acadis Training module
4.15	Workflow Tasks Monitor with Filters	M	Yes	Standard	Acadis Training module
4.16	Assign/Reassign a Workflow Tasks based upon role permissions	M	Yes	Standard	Acadis Training module
4.17	Monitor Status of All Workflows for a User	M	Yes	Standard	Acadis Training module
4.18	Monitor Workflows with User Status, Agency filers	M	Yes	Standard	Acadis Training module
4.19	Unworkable Tasks Workflow Alerts/List	M	Yes	Standard	Acadis Training module
4.20	Assume Workflow Tasks with an assigned role permission	M	Yes	Standard	Acadis Training module
4.21	Acknowledgement of RSA 641:3 Unsworn Falsification to Submit a Form	M	Yes	Standard	Acadis Training module
4.22	Automated Emails for Due/Overdue Workflow Tasks	P	Yes	Standard	Acadis Training module

4.23	Show current Workflow Task Status	P	Yes	Standard	Acadis Training module
4.24	Re-assign Workflow Task Assignment via role permission on Form	M	Yes	Standard	Acadis Training module
4.25	Save Current Location when Pinning Workflow Task	P	Yes	Standard	Acadis Training module
4.26	Create/send email to reviewer or submitter via Form page	P	Yes	Standard	Acadis Training module
4.27	Copy Workflow from a Form to another Form	M	Yes	Standard	Acadis Training module
4.28	Add Workflows Category to a Workflow Category Template	P	Yes	Standard	Acadis Training module
4.29	Assign Category Workflow Template to Multiple Templates	P	Yes	Standard	Acadis Training module
4.30	Add Workflow Category Quick Links in Workflow Tasks	P	Yes	Standard	Acadis Training module
4.31	Assign/Reassign Workflow Task to a Specific Person	M	Yes	Standard	Acadis Training module
4.32	Assign and Remove a User or role from a Workflow Type	M	Yes	Standard	Acadis Training module
4.33	Assign Observers to a Workflow Task	M	Yes	Standard	Acadis Training module
4.34	List Form next step in Workflow on Agency Supervisor dashboard	P	Yes	Standard	Acadis Training module
4.35	List Form next step in Workflow on user(s) dashboard	P	Yes	Standard	Acadis Training module
4.36	Start User Workflows from the Interface	P	Yes	Standard	Acadis Training module
4.37	Start and Track User Workflow by the User	P	Yes	Standard	Acadis Training module
4.38	Specify Workflows information in Reports	M	Yes	Standard	Acadis Training module

4.39	Filter and Inactivate Custom Report Templates	M	Yes	Standard	Acadis Training module
4.40	Reassign Workflow Tasks to an agency context role	M	Yes	Standard	Acadis Training module
4.41	Assign User Workflow Tasks to the Subject and User Who Starts a Workflow	M	Yes	Standard	Acadis Training module
4.42	Create Agency Based Workflows	P	Yes	Standard	Acadis Training module
4.43	Designate Alternate Workflow Task Assignees	P	Yes	Standard	Acadis Training module
4.44	Display Name of User Assigned to Workflow Tasks in Workflow Task Monitors to identify task assignees for progress checks and Follow-up actions	M	Yes	Standard	Acadis Training module
4.45	Filter Workflow Task Monitor by Assignee	M	Yes	Standard	Acadis Training module
4.46	Start a Workflow when Submitting a Form	M	Yes	Standard	Acadis Training module
4.47	Import Staff Assignments	P	Yes	Standard	Acadis Training module
4.48	Designate Student Group(s) on Staff Assignments	P	Yes	Standard	Acadis Training module
4.49	View List of Staff Workflow Assignments	M	Yes	Standard	Acadis Training module
4.50	View Task Assignments on Workflow Categories and the Workflow Monitor	M	Yes	Standard	Acadis Training module
4.51	Create and Start a Workflow Template for User Records	M	Yes	Standard	Acadis Training module
4.52	Overview Training Events Interface	M	Yes	Standard	Acadis Training module
4.53	Training Distribution Tile to View Class and Graduated Student data	M	Yes	Standard	Acadis Training module
4.54	Search for Agencies	P	Yes	Standard	Acadis Training module

4.55	Flags Monitor Interface	M	Yes	Standard	Acadis Training module
4.56	Certificate Printing Template	P	Yes	Standard	Acadis Training module
4.57	Workflow can Preview/Edit User, Employment or other areas before automatic entry	M	Yes	Standard	Acadis Training module
4.58	Use Existing Workflow Category and Activity Documents as Workflow Reference	P	Yes	Standard	Acadis Training module
4.59	Edit User Record from a Training Class/Session Roster	M	Yes	Standard	Acadis Training module
4.60	Use Training Categories for Training by User Searches	M	Yes	Standard	Acadis Training module
4.61	Automated Category Status Change Workflow Task	M	Yes	Standard	Acadis Training module
4.62	Create a Form in Draft as a Workflow Task Status	M	Yes	Standard	Acadis Training module
4.63	View Form Data Using a Custom Output Format	M	Yes	Standard	Acadis Training module
4.64	Automated Email for Workflow Task Assignments	M	Yes	Standard	Acadis Training module
4.65	Automated Notification Email and Rejection Options for Processed Workflow Tasks	M	Yes	Standard	Acadis Training module
4.66	Display Workflow Tasks by Assigned Workflow Type	M	Yes	Standard	Acadis Training module
4.67	Email Notification for System User Access	M	Yes	Standard	Acadis Training module
4.68	Auto-Lock Inactive User Accounts based on User Type	P	Yes	Standard	Acadis Training module
4.69	Automated Security Notifications	M	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.70	Customizable Password Rules	M	Yes	Standard	Acadis Training module

4.71	Single Sign-On Using Active Directory and SAML 2.0 Tokens	P	Yes	Standard	Acadis Training module
4.72	Prevent Reuse of Usernames and Emails	M	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.73	Set the Default Sign-in Page for User Types	M	Yes	Standard	Acadis Training module
4.74	Data Partitioning to Logically Segment Records by User	M	Yes	Standard	Acadis Training module
4.75	Customizable Dashboard Views	M	Yes	Standard	Acadis Training module
4.76	System Health Monitor to Review Nightly System Processes	M	Yes	Standard	Acadis Training module
4.77	User-defined Automated Email Notifications	M	Yes	Standard	Acadis Training module
4.78	Import Wizard to Easily Add Data	P	Yes	Standard	Acadis Training module
4.79	Search for Inactive People	M	Yes	Standard	Acadis Training module
4.80	Education, Military, and Language Fields on Forms	P	Yes	Standard	Acadis Training module
4.81	Import Wizard for Automatic Imports	P	Yes	Standard	Acadis Training module
4.82	Import Documents from Forms	M	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.83	Audit Trail Report of User Data	M	Yes	Standard	Acadis Training module
4.84	Access to specific Forms by Role Permissions	M	Yes	Standard	Acadis Training module
4.85	Preview Form Data in Custom View Layout Prior to Workflow Task Submission	M	Yes	Standard	Acadis Training module

4.86	Create and Save Reusable Import Templates	M	Yes	Standard	Acadis Training module
4.87	Label Management (define terminology in user interface)	P	Yes	Standard	Acadis Training module
4.88	API Access to Saved Advanced Data Exports	P	Yes	Standard	Acadis Training module
4.89	API Access to External Systems	P	Yes	Standard	Acadis Training module
4.90	Support for FEMA FRTS in Data Services API Access	P	Yes	Standard	Acadis Training module
4.91	View/Hide User Interface Access Permissions	M	Yes	Standard	Acadis Training module and
					Acadis Portal Framework
4.92	Interface Users to Edit Personal Information on Behalf of Workforce Personnel	M	Yes	Standard	Acadis Training module
4.93	Support for Two-Factor Authentication	P	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.94	User-Defined Fields for Reports	M	Yes	Standard	Acadis Training module
4.95	Import Numeric Assessment Results	M	Yes	Standard	Acadis Training module
4.96	Using Workflow Tasks to Automatically Add/Remove User or Organization Flags	M	Yes	Standard	Acadis Training module
4.97	Current Workflow Tasks Status Filters	M	Yes	Standard	Acadis Training module
4.98	Set Permission to View Employment Separation Details in User Interface	M	Yes	Standard	Acadis Training module
4.99	Import Using Microsoft® Excel® Data Files	M	Yes	Standard	Acadis Training module
4.100	Edit Assigned Workflow Task Properties and View the Task Edit History	M	Yes	Standard	Acadis Training module

4.101	Export FEMA FRTS Data as XML from Class and Online Event Rosters and Criteria to Identify Assessments for Export	M	Yes	Standard	Acadis Training module
5.00	**Compliance**				
5.1	Certify Personnel, Organizations, and Inventory	P	Yes	Standard	Acadis Compliance and Acadis Inventory (needed for tracking inventory only) modules
5.2	Create Certifications which are Non-Expiring, Expiring Based upon Predefined Timeframes, or Expiring Based upon Employment Criteria	M	Yes	Standard	Acadis Compliance module
5.3	Edit the Certificate Printing Template for a Certification	M	Yes	Standard	Acadis Compliance module
5.4	Assign Job Types to a User Record	P	Yes	Standard	Acadis Compliance module
5.5	Assign Job Types from User Search Results	P	Yes	Standard	Acadis Compliance module
5.6	Issue Certification when Completing Training/Job Attainment Requirements	M	Yes	Standard	Acadis Compliance module
5.7	Access the Compliance Monitor in the User Interface	M	Yes	Standard	Acadis Compliance module
5.8	Compliance Monitor Data Partitioning Support	M	Yes	Standard	Acadis Compliance module
5.9	Authorized Users to Access Only Specific Certifications	M	Yes	Standard	Acadis Compliance module
5.10	Audit User Submitted Certification Issuance Applications	P	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
5.11	Export User Compliance Audit Results	M	Yes	Standard	Acadis Compliance module

5.12	Data Partitioning Support on the Review Pending Application Audits Pages	P	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
5.13	Track Multiple Dimensions of Compliance (e.g., training, age, documents, skills, certifications, and custom attributes)	P	Yes	Standard	Acadis Compliance module
5.14	Send Class Type Certifications Automated Email	M	Yes	Standard	Acadis Compliance module
5.15	Automated Email Notification When an Audited Certification Application is Rejected	P	Yes	Standard	Acadis Compliance module
5.16	Specify Certification Type(s) Available via Public Certification Requests	P	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
5.17	View Reusable Certification Requirements, Registration Prerequisites, and Conduct and Performance Items	M	Yes	Standard	Acadis Compliance, Acadis Registration (for viewing prerequisites) and Acadis Performance Evaluations (for viewing Performance Items) modules
5.18	Define and Edit Custom Certification Status Values	M	Yes	Standard	Acadis Compliance module
5.19	Available Fields for Certification ID Tracking	M	Yes	Standard	Acadis Compliance module
5.20	Automatic Renewals based on Auto-Fulfilling Requirements	P	Yes	Standard	Acadis Compliance module
5.21	Retroactively Auto-Renew Certifications	P	Yes	Standard	Acadis Compliance module
5.22	Certification Auto-Renewal Exceptions Dashboard	P	Yes	Standard	Acadis Compliance module

5.23	Maintain Compliance History (all changes)	M	Yes	Standard	Acadis Compliance module
5.24	Compliance Monitor to Identify Upcoming and Recent Expirations	M	Yes	Standard	Acadis Compliance module
5.25	Multiple, Automatic Notifications via email for Upcoming Expirations	M	Yes	Standard	Acadis Compliance module
5.26	View Roster of People based on Requirement Display Settings	M	Yes	Standard	Acadis Compliance module
5.27	Use Year or Class Session End Date for Auto-Renewing Certifications	P	Yes	Standard	Acadis Compliance module
5.28	Automatically Start a Workflow Interface for Submitted Certification Application Audits	P	Yes	Standard	Acadis Compliance module
6.00	**Training Management System (TMS)**				
6.1	Supports SCORM (1.2 and 2004 r4) Compliant Content Created Using Popular Industry-standard 3rd Party Content Authoring Tools	M	Yes	Standard	Acadis LMS
6.2	Supports Aviation Industry Computer-Based Training Committee (AICC)-Compliant Online Content with the LMS	M	Yes	Standard	Acadis LMS and Acadis Online Registration Portal
6.3	Maintain Online Course Library	M	Yes	Standard	Acadis LMS
6.4	View and Edit Customizable Online Content Page with Details About Files in the Course Library	M	Yes	Standard	Acadis LMS
6.5	Prevent Upload of SCORM Package Content Elements, by file type	M	Yes	Standard	Acadis LMS
6.6	Provide Online Event Descriptive Information to Assigned Learners	M	Yes	Standard	Acadis LMS
6.7	Add/Edit a Graphic Edit for an Online Event	M	Yes	Standard	Acadis LMS
6.8	Add Discussions to Classes and Activities	M	Yes	Standard	Acadis LMS and Acadis Portal Framework
6.9	Discussion Content Notification	M	Yes	Standard	Acadis LMS and Acadis Portal Framework
6.10	Discussion Forum Listing and Metrics	M	Yes	Standard	Acadis LMS

6.11	Add Documents to Discussions	M	Yes	Standard	Acadis LMS, Acadis Documents module, and Acadis Portal Framework
6.12	Email Discussion Forum Activity	M	Yes	Standard	Acadis LMS, Acadis Documents and Acadis Surveys modules, and Acadis Portal Framework
6.13	Search for and Filter Students in an Online Event Roster	M	Yes	Standard	Acadis LMS
6.14	Create Blended Training Classes	M	Yes	Standard	Acadis LMS
6.15	Add Online Assessments to Online Events	M	Yes	Standard	Acadis LMS, Acadis Surveys and Acadis Documents modules
6.16	Edit Online Training Event Credit Hours	M	Yes	Standard	Acadis LMS
6.17	Assign Training by Organization, Job Type, Certification	P	Yes	Standard	Acadis LMS
6.18	Online Event Dashboard for Students	M	Yes	Standard	Acadis LMS
6.19	Self-Registration for Online Training Events	M	Yes	Standard	Acadis LMS
6.20	Department Training Coordinators to Register Others	M	Yes	Standard	Acadis LMS
6.21	Online Event Automated Email Notifications	M	Yes	Standard	Acadis LMS, Acadis Surveys and Acadis Documents modules
6.22	Send Online Event Completion Automated Email for Successful Retakes	M	Yes	Standard	Acadis LMS
6.23	Filters for Students on the Online Event Record	M	Yes	Standard	Acadis LMS
6.24	User Defined Fields for Online Events	M	Yes	Standard	Acadis LMS
6.25	Automated Email Notification when Student is Assigned an Online Training Event; or change of status	M	Yes	Standard	Acadis LMS
6.26	Provide Students with Anytime, Anywhere Access to Online Training Events via Modern Browsers	M	Yes	Standard	Acadis LMS

6.27	Bookmark Online Content Allowing Student to Resume Where They Left Off	M	Yes	Standard	Acadis LMS
6.28	Automatically Track Online Training Event Completion Metrics and Grades on Course Dashboard and Student Record	M	Yes	Standard	Acadis LMS
6.29	Automatically Confer or Renew Certifications onto Student Record	M	Yes	Standard	Acadis LMS
6.30	Online Training Event Administration Dashboard	M	Yes	Standard	Acadis LMS
6.31	Updates to the Add Online Training Page on the Class Template/Class Record	M	Yes	Standard	Acadis LMS
7.00	Live and Blended Course Scheduling				
7.1	Leverages Existing Curriculum to Build Class Schedules	M	Yes	Standard	Acadis Scheduling module
7.2	Supports Complex, Multi-week Training Programs	M	Yes	Standard	Acadis Scheduling module
7.3	Schedule Template Import and Export	P	Yes	Standard	Acadis Scheduling module
7.4	Define and Edit Non-Training Days (i.e., holidays and weekends)	P	Yes	Standard	Acadis Scheduling module
7.5	Go to Specific Date on a Calendar Overview	M	Yes	Standard	Acadis Scheduling module
7.6	Define Training Facilities, Resources, and Equipment	P	Yes	Standard	Acadis Scheduling module
7.7	Display a List of Current Classes and Sessions with Facility Assignments for the Selected Dates and Times	M	Yes	Standard	Acadis Scheduling module
7.8	Display Conflicts and Availability on Facility Assignment by Class Page	P	Yes	Standard	Acadis Scheduling module
7.9	Define Instructor, Class, Facility and Equipment Availability Profiles	P	Yes	Standard	Acadis Scheduling module
7.10	Group Scheduled Facilities and Equipment by Date/Time and Class/Activity in a Scheduled Equipment Report	P	Yes	Standard	Acadis Scheduling module

7.11	Display Training and Planned Events on a Public Calendar	P	Yes	Standard	Acadis Scheduling module
7.12	Enrolled Students to Print their Class Schedules from the User Interface	P	Yes	Standard	Acadis Scheduling module and Acadis Person Portal
7.13	Define Resource Assignment Rules for Segments of Instruction (Instructor, Facility, Equipment)	P	Yes	Standard	Acadis Scheduling module
7.14	Enter/View Planned Event Attendee Count	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
7.15	Drag and Drop Segments on the Schedule Template/Class Schedule	P	Yes	Standard	Acadis Scheduling module
7.16	Require Multiple Certifications in Personnel Scheduling Rules	P	Yes	Standard	Acadis Scheduling module
7.17	One-click Automated Class Creation based on Business Rules	P	Yes	Standard	Acadis Scheduling module
7.18	Automatically Schedule Instructors, Facilities, and Equipment	P	Yes	Standard	Acadis Scheduling module
7.19	Automated Conflict Avoidance and Alerts	P	Yes	Standard	Acadis Scheduling module
7.20	Filter and View Free/Busy Overview by Resource/Asset	M	Yes	Standard	Acadis Scheduling module
7.21	Resolve Scheduling Conflicts	M	Yes	Standard	Acadis Scheduling module
7.22	Assign Planned Event Coordinator	M	Yes	Standard	Acadis Scheduling module
7.23	Filter the Free/Busy Overview	M	Yes	Standard	Acadis Scheduling module
7.24	Monthly View of Free/Busy Overview	M	Yes	Standard	Acadis Scheduling module
7.25	Create and Print Class Schedules in Multiple Formats	P	Yes	Standard	Acadis Scheduling module

	7.26	Daily Class Schedule Report in and Instructor Interface	P	Yes	Standard	Acadis Scheduling module
	7.27	Fulfill Resource Categories in Event Requests	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
	7.28	Interactive Scheduling Resource Free/Busy Overview	P	Yes	Standard	Acadis Scheduling module
	7.29	Full Support for Keyboard Commands when Working with Class Schedules/Schedule Templates	P	Yes	Standard	Acadis Scheduling module
	7.30	Directly Access Class Schedules from Schedule Overview	M	Yes	Standard	Acadis Scheduling module
	7.31	Add Resource Request(s) to a Planned Event	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
	7.32	Cancel and Delete Any Event	M	Yes	Standard	Acadis Scheduling module
	7.33	Add Instructional Documentation and Notes for Planned Events	M	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
	7.34	View Availability of Any Event Resource	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
	7.35	Schedule or Cancel Planned Event Resource Assignments	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
	7.36	Manually Change Date/Time for Planned Event Resource Requests	P	Yes	Standard	Acadis Scheduling module
	7.37	Release Bulk Resources Global Presence	P	Yes	Standard	Acadis Scheduling module
	7.38	Exchange Integration Settings in Global Preferences	P	Yes	Standard	Acadis Instructor

					Scheduling Portal
7.39	Management of Scheduling Resource Categories	P	Yes	Standard	Acadis Scheduling module
8.00	Course Registration				
8.1	Easily Add Registration Profile to Class Templates and Classes	M	Yes	Standard	Acadis Registration module
8.2	Configure, Edit, and Track Prerequisites (including auto-fulfilling prerequisites)	M	Yes	Standard	Acadis Registration module
8.3	Edit User Interface Registration Prerequisite Fulfillment	M	Yes	Standard	Acadis Registration module
8.4	Define Available Number of Seats	M	Yes	Standard	Acadis Registration module
8.5	Define Registration Open/Close Dates	M	Yes	Standard	Acadis Registration module
8.6	Enable/Disable Student Self-Registration	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.7	Enable/Disable Agency Designate to Register their Employees	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.8	Submit Multiple Registrations at One Time	M	Yes	Standard	Acadis Registration module
8.9	Utilize Registration or Enrollment User Designated Fields for Customizing Registration Information	M	Yes	Standard	Acadis Registration module
8.10	Publish Class Information including Open/Close Dates, Class Information, Seats, Reporting Instructions, and Cost	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal

8.11	Edit Registration, Enrollment, Waitlist, Transfers, Denials, and Cancellations	M	Yes	Standard	Acadis Registration module
8.12	Create and Maintain a Custom list of Registration Cancellation Reasons	M	Yes	Standard	Acadis Registration module
8.13	Edit Waitlists and Student Preferences (e.g., specific class requested, earliest available, etc.)	M	Yes	Standard	Acadis Registration module
8.14	Transfer Registered or Waitlisted Students	M	Yes	Standard	Acadis Registration module
8.15	Replace an Agency Student Registration with Another Student from the List of Personnel	M	Yes	Standard	Acadis Registration module
8.16	Set a Maximum Waitlist Count per Class	M	Yes	Standard	Acadis Registration module
8.17	Replace Registered/Enrolled Students with Agency Waitlisted or Any Eligible Students	M	Yes	Standard	Acadis Registration module
8.18	Search List of Available Training with Filters	M	Yes	Standard	Acadis Registration module, Acadis Online Registration Portal, and Acadis Portal Framework
8.19	Set Maximum Number of Active Enrollment Requests per Student per Program	M	Yes	Standard	Acadis Registration module
8.20	Auto-Register from Waitlist	M	Yes	Standard	Acadis Registration module
8.21	Add Students Directly to Waitlist when Open Seats are Available	M	Yes	Standard	Acadis Registration module
8.22	Automatically Email Students when Registration Status Changes	M	Yes	Standard	Acadis Registration module
8.23	Automatically Email Training Coordinators when a New Class is Published	M	Yes	Standard	Acadis Registration module
8.24	Include Training Location in Enrollment Confirmation Automated Email	M	Yes	Standard	Acadis Registration module

8.25	Add Comments to a Student's Registration Record	M	Yes	Standard	Acadis Registration module
8.26	Add Custom Tracking Status Values to a Student's Registration Record	M	Yes	Standard	Acadis Registration module
8.27	Display Training Hours and Program Category Filter in the List of Available Training	M	Yes	Standard	Acadis Registration module
8.28	Provide Summary of Enrollment Requests by Program, Class, Sending Organization, and Student Registration Status.	M	Yes	Standard	Acadis Registration module
8.29	Auto-Enroll Students when all Prerequisites are Auto-Fulfilled	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.30	Registrations Monitor (fill-rates, available seats, waitlists)	M	Yes	Standard	Acadis Registration module
8.31	Filter Registrations Monitor by Preset Timeframe, Custom Date Range, and/or Program	M	Yes	Standard	Acadis Registration module
8.32	Filter Registration Enrollment Requests	M	Yes	Standard	Acadis Registration module
8.33	Aggregate All Pending Pre-Enrollment Requests	M	Yes	Standard	Acadis Registration module
8.34	Configure Registration Preferences	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.35	Search for and Export Student Registration Records	M	Yes	Standard	Acadis Registration module
9.00	LMS (Online) Registration				
9.1	Publish Classes to Online Registration with Dates/Locations	M	Yes	Standard	Acadis Online Registration Portal
9.2	Publish Classes for Public View (no login required)	M	Yes	Standard	Acadis Online Registration Portal

9.3	Highlight New Training Events Added Within Last 30 Days	M	Yes	Standard	Acadis Online Registration Portal
9.4	Limit Enrollment Viewing/Changes to Active Employees	M	Yes	Standard	Acadis Online Registration Portal
9.5	Require Prerequisite Fulfillment before Registration Submission	M	Yes	Standard	Acadis Online Registration Portal
9.6	Students to Self-Register	M	Yes	Standard	Acadis Online Registration Portal
9.7	Agency Designates to Register Employees in their Workflows	M	Yes	Standard	Acadis Online Registration Portal
9.8	Register for Instructor-Led and Online Events	M	Yes	Standard	Acadis Online Registration Portal
9.9	Filter List of Available Training by Program, Timeframe, Status, and/or Location	M	Yes	Standard	Acadis Online Registration Portal
9.10	View Class Dates and Information, Reporting Instructions, Course Documents, Location, and Cost	M	Yes	Standard	Acadis Online Registration Portal
9.11	View Available Seats and Last Date for Registration	M	Yes	Standard	Acadis Online Registration Portal
9.12	View Status of Registration Requests	M	Yes	Standard	Acadis Online Registration Portal and Acadis Person Portal
9.13	Display All Training Registrations on the User's Home Page	M	Yes	Standard	Acadis Online Registration Portal
9.14	Edit Registration Submissions and Cancelations	M	Yes	Standard	Acadis Online Registration Portal
10.00	Assessments and Online Testing				
10.1	Create Question Bank	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.2	Easily Import Existing Questions using CSV and/or Microsoft Excel® Format	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal

10.3	Multiple Question Types: True/False, Yes/No, Multi- Choice/Single Answer Choice, Fill-in-the-Blank	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.4	Assign Priority (high/medium/O), Category/Subcategory, Training Program, and Academy Owner to Question Records	P	Yes	Standard	Acadis Testing and Acadis
					Online Testing Portal
10.5	Attach Multimedia (audio/video/graphics) Files to Questions and Distractors	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.6	Import Test Question Media Files (includes Help Text)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.7	Search For and Export Unused Written Test Questions	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.8	Provide Feedback for Any/All Answers	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.9	Support for Question Record Versioning	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.10	View Performance Statistics Over the Life of the Question	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.11	Hierarchy system to Tag/Categorize Question	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.00	Assessment Administration				
11.1	Assessment Template Creation Wizard	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.2	Single Sign-On (SSO) Support for Mobile Users	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal

11.3	Encryption Support for Local Mobile Data	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.4	Single Sign-On with SAML 2.0 for Mobile	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.5	Specify Custom Question Order or Randomize Question Order per Student	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.6	Define Pre- and Post-Assessment Instructions for Students	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.7	Administer Online Assessments Directly	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.8	Real-Time Grading	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.9	Proctor Monitor to Edit Online Assessment and Assessment Takers	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.10	Anti-Cheating Feature for Online Assessment	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.11	Access Assessment Statistics from the Proctor Monitor	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.12	Support for Multimedia in Online Assessments	M	Yes	Standard	Acadis Testing, Acadis Online Testing Portal, and Acadis Portal Framework
11.13	Assessment Results Instantly Populate Class and Student Records	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.00	Assessment Analysis				

12.1	Supports Kirkpatrick Level 2 Evaluation (Learning)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.2	Compare Question Validity Statistics by Class, Student Groups and Historical Question Use	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.3	Statistical Analysis of Tests (real-time and historical)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.4	Most Credited Question Viewer	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.5	Worst Question by Item Analysis	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.6	Assessment Question Discrimination Index on Question/Answer Analysis by Assessment Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.7	Assessment Question Statistics Export	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.8	Student Response Export (for additional statistical analysis)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.9	Cross-Class Assessment Analysis	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.10	Cross-Class Grade list Export	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.11	Grade list Report with User Preferences	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.12	Missed Learning Objective by Assessment Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal

12.13	Missed Learning Objective by Student Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.14	Question/Answer Analysis by Assessment Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.15	Analysis of Student Responses Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.16	Analysis of Student Performance Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.17	Assessment Statistics by Edition Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.18	Assessment Statistics by Class Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.19	Create/Edit Student Feedback Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
13.00	**Documents**				
13.1	Stores Standard Documents (Microsoft® PowerPoint®, Word®, Excel®, JPEG, PNG, PDF, others)	M	Yes	Standard	Acadis Documents module
13.2	Attach Documents to Individual User Records	M	Yes	Standard	Acadis Documents module
13.3	Attach Documents to Fulfill Certification Requirements	M	Yes	Standard	Acadis Documents and Acadis Compliance modules
13.4	Attach Documents to Fulfill Registration Prerequisites	M	Yes	Standard	Acadis Documents and Acadis Registration modules
13.5	Attach Documents to Class Templates and Class Records	M	Yes	Standard	Acadis Documents module

13.6	Attach Documents to Class Sessions (lesson plans, policies, instructor guides)	M	Yes	Standard	Acadis Documents module
13.7	Attach Documents to Training Event Records	M	Yes	Standard	Acadis Documents module
13.8	Attach Documents to Organization Records	M	Yes	Standard	Acadis Documents module
13.9	Attach Documents to Inventory Resource Records	P	Yes	Standard	Acadis Documents and Acadis Inventory modules
13.10	Attach Documents to Email Messages	M	Yes	Standard	Acadis Documents module and Acadis Portal Framework
13.11	Attach Documents to Employment Records	M	Yes	Standard	Acadis Documents module
13.12	Import Multiple Documents as Attachments	M	Yes	Standard	Acadis Documents module
13.13	Restrict Documents with Personally Identifiable Information (i.e., SSN)	P	Yes	Standard	Acadis Documents module
13.14	Open Documents in their Native Formats (may require native application be installed on user's workstation)	P	Yes	Standard	Acadis Documents module
13.15	Documents Lists with Filters	M	Yes	Standard	Acadis Documents, Acadis Compliance, Acadis Registration Acadis Inventory modules
13.16	Supports Accreditation Audits and Legal Proceedings	M	Yes	Standard	Acadis Documents module
14.00	Inventory				
14.1	Edit POST Assets	P	Yes	Standard	Acadis Inventory module

14.2	Customize Specific Inventory Information (e.g., type, serial number, certifications)	P	Yes	Standard	Acadis Inventory module
14.3	Track Asset Certifications, Expirations, and Inspections	P	Yes	Standard	Acadis Inventory and Acadis Compliance modules
14.4	Assign Inventory to Personnel or Location	P	Yes	Standard	Acadis Inventory module
14.5	Track Inventory Chain of Custody	P	Yes	Standard	Acadis Inventory module
14.6	Define Inventory Storage Locations (i.e., motor pool, armory, supply closet)	P	Yes	Standard	Acadis Inventory module
14.7	Import Inventory Resources	P	Yes	Standard	Acadis Inventory module
14.8	View/Search Inventory by Organization, Resource, or Chain of Custody Assignment	P	Yes	Standard	Acadis Inventory module
14.9	Assigned Resources Report Available in the Class Session Record	P	Yes	Standard	Acadis Inventory module
15.00	**Internal Affairs Case Management**				
15.1	Integrated Case Management Features	M	Yes	Standard	Acadis Case Management module
15.2	Search for Case Records by Subject Type and Name, and Related People	M	Yes	Standard	Acadis Case Management module
15.3	Add Points of Contact to User Type and Case Record	M	Yes	Standard	Acadis Case Management module
15.4	Add Related People to a Case Record	M	Yes	Standard	Acadis Case Management module
15.5	Specify an Organization as a Case Subject	M	Yes	Standard	Acadis Case Management module
15.6	Track Case Management Actions and Documents	M	Yes	Standard	Acadis Case Management module
15.7	Case Action Log and Summary	M	Yes	Standard	Acadis Case Management module

15.8	Case Progress Dashboard Interface	M	Yes	Standard	Acadis Case Management module
15.9	Automated System-Edited Case Actions	M	Yes	Standard	Acadis Case Management module
15.10	Create and Use Case Workflow Templates	M	Yes	Standard	Acadis Case Management module
15.11	Start and View Progress of a Case Workflow from the Case Record	M	Yes	Standard	Acadis Case Management module
15.12	Create and Sequence Searchable Custom Case Type values	M	Yes	Standard	Acadis Case Management module
15.13	Edit Cases through Permissions at the Case Type Level	M	Yes	Standard	Acadis Case Management module
15.14	Global Preferences Setting for Case Number Format	M	Yes	Standard	Acadis Case Management module
15.15	New Cases Indicator on the User Record, POST Level	M	Yes	Standard	Acadis Case Management module
15.16	Case Status as Customizable List Management Value	M	Yes	Standard	Acadis Case Management module
15.17	Show Case Counts by Type in Tiles	M	Yes	Standard	Acadis Case Management module
15.18	New Cases Indicator on the Agency Record, POST Level	M	Yes	Standard	Acadis Case Management module
16.00	Surveys not Training related evaluations				
16.1	Design Custom Surveys Using Likert-Type Scales and Free- Form Text Fields (up to 250 characters)	P	Yes	Standard	Acadis Surveys module
16.2	Distribute Surveys Through Automated Emails	P	Yes	Standard	Acadis Surveys module
16.3	Distribute Surveys upon Completion of an Online Assessment	P	Yes	Standard	Acadis Surveys module and Acadis Online Testing Portal
16.4	Distribute Surveys to List of User Search Results	P	Yes	Standard	Acadis Surveys module

16.5	Define Respondent Groups	P	Yes	Standard	Acadis Surveys module
16.6	Collect Feedback on Training and Instruction for Continuous Improvement	P	Yes	Standard	Acadis Surveys module
16.7	Provide Save-as-you-go Support When Designing Survey Templates	P	Yes	Standard	Acadis Surveys module
16.8	Class Information Field on Surveys	P	Yes	Standard	Acadis Surveys module
16.9	Hide Unavailable Surveys	P	Yes	Standard	Acadis Surveys module
16.10	Current Survey Results in Digital and/or Graphic format	P	Yes	Standard	Acadis Surveys module
16.11	View and Export Survey Current Responses	P	Yes	Standard	Acadis Surveys module
16.12	View Survey Results Across Classes	P	Yes	Standard	Acadis Surveys module
16.13	Save Draft Respondents	P	Yes	Standard	Acadis Surveys module
16.14	Survey Start/End Dates Access	P	Yes	Standard	Acadis Surveys module
16.15	Filter and Analyze Survey Results	P	Yes	Standard	Acadis Surveys module
16.16	Print and Save Survey Analysis	P	Yes	Standard	Acadis Surveys module
17.00	Interface Framework				
17.1	Customer Branding of Login Page (Naming, Logo Upload, and Custom Text Options)	M	Yes	Standard	Acadis Portal Framework
17.2	Edit User Interface Permissions	M	Yes	Standard	Acadis Portal Framework
17.3	Add Custom Text Banner Viewable By Logged-In Users	P	Yes	Standard	Acadis Portal Framework
17.4	Non-LEO Self-Service Account Creation	M	Yes	Standard	Acadis Portal Framework
17.5	User Password Reset Self Service Page	M	Yes	Standard	Acadis Portal Framework
17.6	Single Sign-On Support	M	Yes	Standard	Acadis Portal Framework
17.7	User Search and Export List (see Output Reports)	M	Yes	Standard	Acadis Portal Framework

17.8	Automatic Refresh Status Changes in Training Data	M	Yes	Standard	Acadis Portal Framework
17.9	View My Training	M	Yes	Standard	Acadis Registration, Acadis Compliance modules, Acadis Portal Framework, and Acadis Workforce Portal
17.10	Workflow Task Monitor	M	Yes	Standard	Acadis Portal Framework
17.11	Control Primary Email Domain Values for User Types	P	Yes	Standard	Acadis Portal Framework
17.12	Self Service Account Creation Approval Query	P	Yes	Standard	Acadis Portal Framework, Acadis Training
18.00	**Forms (Input Reports)**				
18.1	Create Online Forms	M	Yes	Standard	Acadis Portal Framework
18.2	Form Creation uses Drag and Drop (Fields, Dropdown Lists)	M	Yes	Standard	Acadis Portal Framework
18.3	Form Fields Store and Save Common Currency, Numeric, Date formats	M	Yes	Standard	Acadis Portal Framework
18.4	Form Fields Store and Save Custom Format inputs (phone, zip codes, PSTC IDs)	M	Yes	Standard	Acadis Portal Framework
18.5	Ability to Add User-Defined Headers, Instructions, Bullets, Separators, Text, Checkboxes, and Dropdown Lists for Standardization of Data Collection	M	Yes	Standard	Acadis Portal Framework
18.6	Ability to Add Standard Data Elements for Collection on a Form	M	Yes	Standard	Acadis Portal Framework
18.7	Submit Form from Workflow Task	M	Yes	Standard	Acadis Portal Framework

18.8	Show Status of Form to Submitter, Agency, POST	M	Yes	Standard	Acadis Portal Framework
18.9	Ability to Send Automatic Email when a Form is Submitted, and or change of status of form	M	Yes	Standard	Acadis Portal Framework
18.10	Non-LEA users can submit specific forms	M	Yes	Standard	Acadis Portal Framework
18.11	Preview Layout and Formatting Prior to Publication	M	Yes	Standard	Acadis Portal Framework
18.12	Review and Export Collected Form Data	M	Yes	Standard	Acadis Portal Framework
18.13	Import Collected Data Mapped Fields	P	Yes	Standard	Acadis Portal Framework
18.14	Form Template Auto Versioning	M	Yes	Standard	Acadis Portal Framework
19.00	**In-Service Reporting**				
19.1	List of Required POST Courses, including Training Event Dates, Hours, Training Category	M	Yes	Standard	Acadis Portal Framework
19.2	Submit Assessment Results via the Interface	M	Yes	Standard	Acadis Portal Framework
19.3	Ability to Attach Documents to Training Event Submission	M	Yes	Standard	Acadis Documents module and
					Acadis Portal Framework
19.4	Submit Events with Differing Hours per Attendee	M	Yes	Standard	Acadis Portal Framework
19.5	Submit Events with Differing Training Category per Attendee	M	Yes	Standard	Acadis Portal Framework
19.6	Auto-Approve Training Events	M	Yes	Standard	Acadis Portal Framework
19.7	Administrator Review and Approval of all Submitted Trainings	M	Yes	Standard	Acadis Portal Framework
19.8	Show Primary Employment when Adding Students to Training	M	Yes	Standard	Acadis Portal Framework

19.9	Ability for Submitter to Update/Correct/Re-Submit In-Service Training	M	Yes	Standard	Acadis Portal Framework
19.10	Filter and Select from the List of Personnel when Adding Students to the Deferred Roster	P	Yes	Standard	Acadis Portal Framework
19.11	Creation / Edit Certificates	M	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
20.00	**User Interface**				
20.1	View Individual Training History	M	Yes	Standard	Acadis Person Portal
20.2	Print Individual Training History Report	M	Yes	Standard	Acadis Person Portal
20.3	View Training Event Details through the User's Home Page	M	Yes	Standard	Acadis LMS, Acadis Online Registration Portal and Acadis Person Portal
20.4	View and Print Transcripts	M	Yes	Standard	Acadis Person Portal
20.5	Print Certificates	M	Yes	Standard	Acadis Person Portal
20.6	View / Print Professional History Report	M	Yes	Standard	Acadis Person Portal
20.7	Edit Personal Profile.Information	M	Yes	Standard	Acadis Person Portal
20.8	View Employment History	M	Yes	Standard	Acadis Person Portal
20.9	View Certifications and Expirations	M	Yes	Standard	Acadis Person Portal
20.10	Print Certificates	M	Yes	Standard	Acadis Person Portal
20.11	Submit Applications for Certification Renewal	M	Yes	Standard	Acadis Compliance module and Acadis Person Portal
20.12	Launch Online Training Events	M	Yes	Standard	Acadis LMS and Acadis Person Portal
20.13	Access Discussion Forums from the User Interface Home Page	P	Yes	Standard	Acadis LMS and Acadis Person Portal

21.00	Agency Employee Context				
21.1	Submit Employment Updates and Add/Remove Personnel (see Forms)	M	Yes	Standard	Acadis Workforce Portal
21.2	Submit Employment Separation Reasons and Details (see Forms)	M	Yes	Standard	Acadis Workforce Portal
21.3	Add Employment Separation Reasons and Details in the Workflows Interface (see Forms)	P	Yes	Standard	Acadis Workforce Portal
21.4	View Upcoming and Recent Certification Expirations for Employees	P	Yes	Standard	Acadis Compliance module and Acadis Workforce Portal
21.5	View Certification History for All Employees	M	Yes	Standard	Acadis Workforce Portal
21.6	View Employment History for All Employees	P	Yes	Standard	Acadis Workforce Portal
21.7	View Training History for All Employees	M	Yes	Standard	Acadis Workforce Portal
21.8	View/Print Personnel with Incomplete Training	P	Yes	Standard	Acadis Workforce Portal
21.9	View/Print Summary of Completed Training Hours to Ensure Compliance	P	Yes	Standard	Acadis Workforce Portal
21.10	Generate Completed Training History Reports for Workflow	M	Yes	Standard	Acadis Workforce Portal
21.11	Export All Training Records, with date/category filters	M	Yes	Standard	Acadis Workforce Portal
21.12	Export User Compliance Records	P	Yes	Standard	Acadis Workforce Portal
21.13	Search for Employees	M	Yes	Standard	Acadis Workforce Portal
21.14	Filter Employees by Name, POST ID, Employing Organization, and Other Employment-Based Criteria	M	Yes	Standard	Acadis Workforce Portal

21.15	Monitor Certifications and Expirations with Agency Context Permissions	M .	Yes	Standard	Acadis Compliance module and Acadis Workforce Portal
21.16	Edit Employee Certification Applications	P	Yes	Standard	Acadis Workforce Portal
21.17	View All Requirement Details in Certification Applications	P	Yes	Standard	Acadis Workforce Portal
21.18	Edit Organization Contact Information	M	Yes	Standard	Acadis Workforce Portal
21.19	Edit Organization Points of Contact	P	Yes	Standard	Acadis Workforce Portal
21.20	View/Update Vehicle Inventory Assets for the Organization	P	Yes	Standard	Acadis Inventory module and Acadis Workforce Portal
21.21	Initiate and Approve Performance Evaluations	P	Yes	Standard	Acadis Performance Evaluations module and Acadis Workforce Portal
21.22	View Performance Evaluations for All Employees	P	Yes	Standard	Acadis Performance Evaluations module and Acadis Workforce Portal
22.00	**Dashboards**				
22.1	Customizable Dashboard Views	P	Yes	Standard	Dashboard functionality native to Acadis
22.2	Certification Dashboard	P	Yes	Standard	Dashboard functionality native to Acadis

22.3	Dashboards for Monitors and Reports in User, Agency and POST contexts	P	Yes	Standard	Dashboard functionality native to Acadis
22.4	Training Event Administration Dashboard	P	Yes	Standard	Dashboard functionality native to Acadis
22.5	Training Event Dashboard for Students	P	Yes	Standard	Dashboard functionality native to Acadis
22.6	Dashboards to Evaluate Statistics on Sending Organization Representation in Each Training Program	P	Yes	Standard	Dashboard functionality native to Acadis
22.7	System Announcements - Communications	M	Yes	Standard	Acadis Training module

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Table B-2.2 DELIVERABLES
BUSINESS / TECHNICAL REQUIREMENTS

TECHNICAL REQUIREMENTS						
State Requirements				**Vendor**		
Req#	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
Prohibited Technologies						
	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf and No equipment or services on the FCC Covered List found here: https://www.fcc.gov/supplychain/coveredlist	M	Yes	Standard	Reviewed and agreed.
Security Compliance Requirements						
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations	CSRC (nist.gov)	M	Yes	Standard	Acadis is a FedRAMP-authorized software product (Moderate risk)
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations	CSRC (nist.gov)	P	Yes	Standard	Acadis is a FedRAMP-authorized software product (Moderate risk)
StateRAMP Authorization						
T2.1	StateRAMP Ready/Authorized Certification Home - StateRAMP	P	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)

T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)

T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third- Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	M	N/A	N/A	As a FedRAMP- authorized software product, Acadis is already subject to continuous monitoring and regular audits by an accredited 3PAO.
Other Certifications In lieu of StateRAMP					
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized | FedRAMP.gov	P	Yes	Standard	Acadis is a FedRAMP- authorized software product (Moderate risk)
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance | Information Risk Management and Compliance	P	No	Not available /not proposing	Acadis is not a Health Care related product
Hosted Platform					

T4.1	The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments. AWS US East/West AWS GOVCLOUD AZURE Commercial Cloud AZURE Government (Includes Dynamics 365) GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) ORACLE Government Cloud – Common Controls ORACLE Federal Managed Cloud Services	P	Yes	Standard	Client data is hosted in AWS GovCloud.
Individual Agency Compliance Requirements (examples listed below)					
T5.1	FTI Pub 1075	N/A	N/A	N/A	N/A
T5.2	HIPAA	P	No	Not available/ not proposing	Acadis does not support HIPAA information
T5.3	FERPA	P	Yes	Standard	Acadis is FERPA-compliant
T5.4	CJIS	P	Yes	Standard	Acadis is CJIS-compliant.
Information Technology Accessibility Compliance					
	Web content and mobile applications must comply with WCAG 2.1, Level AA.	M	No	See notes	Acadis is evaluated against WCAG 2.0, though it is Level AA. Achieving WCAG 2.1 or 2.2 is currently prioritized and in progress.

Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.	M	N/A	See notes	No hardware is required.
Vendor shall complete the VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables https://www.itic.org/policy/accessibility/vpat	M	No	See notes	We currently utilize VPAT Version 2.4, submitted in Section III.

B-2.3. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

State Requirements		
Req #	**Requirement Description**	**Criticality**
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M

SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M
SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency—The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M

SLA -13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -15	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA -16	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P
SLA -17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P

3. DELIVERABLE REVIEW AND ACCEPTANCE

3.1. Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with

the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

3.2. Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan.

3.3. Number of Deliverables

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

3.4. Conditional and Unconditional Acceptance

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

4. CHANGE ORDER

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

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

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

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

5. IMPLEMENTATION SERVICES

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

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

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

6. PROJECT MANAGEMENT

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

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

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

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

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

6.1 The Contractor Key Project Staff
6.1.1. The Contractor's Contract Manager
Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and

representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Shawn Anderson
Account Director
Phone: 812.606.3298
Email: shawn.anderson@acadis.com

6.1.2. The Contractor's Project Manager

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

George Mankowski
Manager of Implementations
Phone: 812.330.7101
. **Email: george.mankowski@acadis.com**

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within two (2) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

6.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

6.1.4. The Contractors Additional Key Project Staff

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

Mikael Dodge
Senior Customer Success Manager
Phone: 812.330.7101
Email:.mikael.dodge@acadis.com

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

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

6.2   The State Key Project Staff
6.1.1.   The State Contract Manager
The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Max Schultz, Financial Manager
(603) 271-1790
maxim.f.schultz1@pst.nh.gov

6.1.2.   The State Project Manager
The State shall assign a Project Manager. The State's Project Manager is:

Captain Adam Hawkins
(603) 271-1798
adam.c.hawkins@pst.nh.gov

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

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

7. WORK PLAN

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

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

7.2.1. Project Preparation: Kick-off Meeting

7.2.2. Envisage will coordinate the project kick-off meeting, providing a forum for the introduction of all team members, reviewing key contract elements, managing shared expectations, identifying roles and responsibilities, introducing the Integrated Project Team (IPT), determining communication strategies, and setting the weekly project meeting schedule.

7.2.3. Deliverable: Scheduled meeting

7.2.4. Time Frame: Approximately one (1) to two (2) weeks after contracting dependent upon customer requirements.

7.3. Acadis Software – Installation

7.3.1. Envisage will provide the client with a hosted instance of Acadis in our secure hosting environment with all purchased licenses assigned. RapidStart will provide two Acadis team members to work at the customer site for three to five days at no additional cost to NH Police Standards and Training to provide in-depth business analysis for rapid installation, including current and planned uses of data and relationship-building with team members.

7.3.2. Deliverable: Hosted production instance of Acadis

7.3.3. Time Frame: Approximately two (2) weeks after contracting

7.4. Implementation Planning

7.4.1. Envisage will meet with client's subject matter experts (SMEs) to demonstrate the software and map Acadis functionality to client's systems/business processes. The

purpose of this analysis will be to create plans for the project itself, including data import, testing, and training.

7.4.2. Deliverable: High-level plan with recommended durations

7.4.3. Time Frame: Approximately two (2) to three (3) weeks after contracting dependent on customer requirements.

7.5. Setup and Configuration of Global Preferences and Labels

7.5.1. Envisage will work with client's system administrators to set up baseline elements, such as Acadis user interface values, Fiscal Year settings, custom branding of web pages, and automated email notifications.

7.5.2. Deliverable: Baseline configuration of the required Acadis modules Time Frame: Four (4) weeks after installation

7.6. Configuration of Customer-Specific List Values and User-Defined Fields

7.6.1. Acadis includes the ability to manage custom lists and user-defined fields throughout the system to match client terminology as closely as possible. The dynamic list management functions allow users to create and define drop down lists, further ensuring standardization within the system. This provides flexibility for client to define standard terminology within Acadis without the cost of programmers to modify system variables. This also supports the importation of legacy data to appropriate list fields within Acadis.

7.6.2. Deliverable: Assistance in selecting custom settings for Acadis modules Time Frame: Twelve (12) weeks after installation

8. MAINTENANCE, OPERATIONS AND SUPPORT

9. System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

10. System Support

a. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

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

c. **Class A Deficiencies** – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty four (24) business hours of a request;

    d. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

11. Support Obligations

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

    i.   nature of the Deficiency;
    ii.   current status of the Deficiency;
    iii.   action plans, dates, and times;
    iv.   expected and actual completion time;
    v.   Deficiency resolution information;
    vi.   resolved by;
    vii.   identifying number i.e. work order number; and
    viii.   issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

    i.   mean time between Reported Deficiencies with the Software;
    ii.   diagnosis of the root cause of the problem; and
    iii.   identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

12. Contract Warranties and Representations

13. System

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

14. Software

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

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

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

    b. the re-performance of the deficient Services, or

    c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

15. Compatibility

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

16. Services

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

17. DATA PROTECTION

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

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less

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

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

c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

18. 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.

19. 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.

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.

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.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data

breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

20. Breach Responsibilities

21. 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.

    21.1.1.1. 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. 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:

22. the investigation and resolution of the Data Breach;

23. notifications to individuals, regulators or others required by State law;

24. a credit monitoring service required by State (or federal) law;

25. 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

26. 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.

27. 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.

28. SOFTWARE AGREEMENT

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

29. ADMINISTRATIVE SERVICES

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

30. TRAINING

30.1. The contractor shall provide the following training services:

30.1.1. The joint project implementation team will meet within the first 14 days of contract approval and define a comprehensive training strategy that will include at a minimum, Rapid Start and 56 hours of training, with 3-5 days of training being in person at NH Police Standards & Training. The cost of all training shall be included in the contract price with no additional expenses for travel or lodging obligated to the State of New Hampshire.

31. MERCHANT CARD SERVICES

Not Applicable

32. TERMS AND DEFINTIONS

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

33. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

34. CONTRACT PRICE

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

35. TRAVEL EXPENSES

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

36. SHIPPING FEES

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

37. INVOICING

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

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

38. INVOICE ADDRESS

Invoices may be sent to:

> NH Police Standards & Training.
> Business Office
> 17 Institute Drive
> Concord, NH 03301

39. PAYMENT ADDRESS

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

40. OVERPAYMENTS TO THE CONTRACTOR

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

41. CREDITS

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

42. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

43. PAYMENT SCHEDULE

43.1. Contract Type

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7:.Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment table below.

43.2. Implementation and Software Pricing is as follows:

NH Fiscal Year	Implementation Cost	Subscription Cost	Fiscal Year Cost
FY25 from G&C approval to 6/30/25	None	$88,800	$88,800
FY26 7/1/25 to 6/30/26	$16,500	$177,600	$194,100
FY27 7/1/26 to 6/30/27	$16,500	$186,480	$202,980
FY28 7/1/27 to 6/30/28	$16,500	$195,804	$212,304
FY29 7/1/28 to 6/30/29	$16,500	$205,594	$222,094
		Total Contract Cost	$920,278

43.3. Upon NH Governor and Council approval of the contract, Envisage Technologies will submit an invoice and be paid in the amount of but no more than $88,800.

43.4. On July 1st each Fiscal Year thereafter through the end of the contract period, Envisage Technologies will submit an invoice and be paid in the amount of but no more than the prices in the table in 34.2.

43.5. Software Operations, Maintenance and Support Pricing

43.5.1. Are included in the subscription cost.

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1.   License Grant.

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

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

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2.   Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3.   Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:

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

4.   Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

5.   Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

6.   Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

7.   <u>Control of All Component Elements.</u> Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

8.   <u>Software Escrow.</u> Not applicable.

EXHIBIT E – ADMINISTRATIVE SERVICES

44. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	**CONTRACTOR POINT OF CONTACT**	**STATE POINT OF CONTACT**	**CUMULATIVE ALLOTED TIME**
Primary	VP of Sales, Law Enforcement	Bureau of Professional Development & Technology Captain	5 Days
First	Chief Revenue Officer	Financial Manager	10 Days
Second	Associate General Counsel	NHPSTC Attorney	10 Days
Third	Chief Legal & Compliance Officer	Director	15 Days

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

45. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

46. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any

litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts. Any Contractor Confidential Information shall be treated in accordance with Section 10.7 in Exhibit A of this Agreement.

ACCOUNTING

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

47. AUDIT

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

48. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1. Computer Use

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

    c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

    d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

    e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

    f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

NH Police Standards & Training will provide access to the workspace and meeting/training space as required for the onsite training provided by the vendor.

6.4 Workplace Hours

Monday through Friday 8am to 4pm ET.

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	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.
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	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log-on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc.; alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

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

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

    a. Certification Regarding Lobbying
    b. Certification Regarding Debarment and Suspension

EXHIBIT H – ADDITIONAL CONTRACTOR PROVIDED DOCUMENTS

49. ENVISAGE MASTER LICENSE AGREEMENT

50. CONTRACTOR CERTIFICATES

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

51. ATTACHMENTS

51.1. Attachment 1 – NHPSTC LMS RMS RFP# 2024-080

51.2. Attachment 2 – Envisage Response to RFP dated August 23, 2024

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a.   No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an 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 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.

c.   The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31 U.S.C. § 1352. 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.

I acknowledge, understand, and accept these terms and conditions:
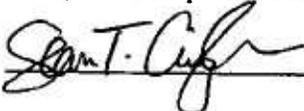
Contractor Signature: _Sean T. Cly_ Date: _12/22/24_

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: _Sean T. Clap_ Date: _12/22/24_

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("Agreement") is by and between Envisage Technologies, LLC, with offices at 101 W. Kirkwood Ave., Suite 200, Bloomington, IN 47404 ("Contractor") and the entity identified within the applicable Order Form ("Client") (collectively, the "Parties").

This Agreement was last updated: April 5, 2024

1   Definitions. As used in this Agreement:

1.1   "Acceptance" shall mean the satisfactory delivery of licenses and/or services from Contractor to Client, as specified in an Order Form.

1.2   "Authorized Users" shall mean the individual persons authorized by Client to use the Licensed Software Program pursuant to the license granted under this Agreement.

1.3   "CI" shall mean Continuous Innovation, an annual subscription to tiered capacity of the Contractor's development team for enhanced, tailored software utilization, and related services.

1.4   "Confidential Information" shall mean the Licensed Software Programs, Documentation, and any information relating to either Party's business, operations or activities, including without limitation, information concerning either Party's present or proposed products, product developments, plans, strategies, personnel, business goals, finances, know how, sales, clients, and techniques.

1.5   "Documentation" shall mean any written and descriptive materials and all other user guides, operating manuals, release notes, specifications, system operation materials and other similar documents, whether in print or machine-readable media, provided by Contractor to Client.

1.6   "Effective Date" shall mean the beginning of the term for licenses and/or services, and shall be set as the date the last signature is affixed to the initial Order Form, unless otherwise denoted therein.

1.7   "Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.8   "License Fee" shall mean the consideration payable by Client to Contractor for the access to the Licensed Software Program(s) contemplated herein, as set forth in Order Form(s) issued hereunder.

1.9   "Licensed Software Program(s)" shall mean the modules of the Acadis® Readiness Suite, as identified in any Order Form issued hereunder and inclusive of any applicable premium(s) thereon for sandbox environment(s) or FedRAMP support, which are being licensed by Contractor to Client pursuant to this Agreement.

1.10   [Omitted]

1.11   "Order Form" shall mean any written instrument(s), either duly executed by both Parties or mutually acknowledged through offer and acceptance, which sets forth the Contractor's provision of licenses or services to Client, including without limitation any period of performance or payment obligations.

1.12   "Person Records" shall mean the number of individuals being tracked within Client's instance of the Licensed Software Programs.

1.13   "Person Record Ceiling" shall mean the total number of Person Records allowable under the Licensed Software Program as stated in the respective Order Form. Person Records which have been flagged as "Inactive" within the Licensed Software Program shall not count against the Person Record Ceiling.

1.14   "Premiere Support" shall mean an annual subscription to tiered capacity of the Contractor's project management and/or customer care team(s) for Client-guided implementation, training, troubleshooting, and project support.

1.15   "Proprietary Material" shall mean the Licensed Software Programs, the Documentation, and all parts, copies and modifications thereof, and any other information relating thereto, in whatever form, received by the Client from the Contractor. Proprietary Material does not include information or data which is rightfully in the Client's possession prior to its receipt from the Contractor without any obligation of confidentiality or which without any fault of the Client is or becomes available in the public domain.

1.16   "Rate Escalations" shall mean, with respect to a Renewal Term, an automatic increase in Subscription Fees from the previous term.

1.17   "Specifications" shall mean the Documentation and any additional technical or performance criteria set forth in any Order Form or subsequently agreed to in writing by the Parties.

1.18   "Software Maintenance Program" shall mean standard maintenance and bug-fix services for the Licensed Software Programs made broadly available to Contractor's clients (including Client), and is an included component of any software-as-a-service subscription.

1.19   "Source Code" shall mean the human-readable form of the computer programming code for the Licensed Software Programs and any and all related system Documentation including, without limitation, technical design documents, all comments and any procedural code such as job control language.

1.20   "Statement of Work" shall mean the written document containing Contractor's description of professional services to be performed hereunder, which may include, without limitation, task and/or payment timelines.

1.21   "Subscription Fees" shall mean any recurring consideration payable by Client to Contractor detailed within an Order Form, including without limitation those relating to Licensed Software Program(s), CI, or Premium Support.

2   Grant of Licenses.

2.1   Software Programs and Documentation. Contractor grants to Client a revocable, non-exclusive, non- transferable, non-sublicensable license to use the Licensed Software Programs and Documentation described in the Order Form and further subject to the restrictions set forth in this Agreement.

2.2   Client Data. Client hereby grants to Contractor a non-exclusive, non-transferable, royalty-free license to store, edit, modify, adapt, translate, exhibit, publish, reproduce, copy, display, or otherwise use Client's data for the sole purpose of performing Contractor's obligations under this Agreement. All right, title and interest in and to Client data shall be owned exclusively by Client. This Section shall not apply to De-Identified Data.

2.3   De-Identified Data. De-Identified Data shall be defined as Client Data, including derivatives thereof, that have been aggregated, scrubbed, hashed, obscured or otherwise processed so that such data or information is not capable of being re-associated with or identifying Client or any individual, account, device or organization. De- Identified Data may be used by the Contractor for any lawful purpose, including, but not limited to, development, research, and improvement of educational sites, services, or applications, and to demonstrate the market effectiveness of the Services. Contractor's use of such De-Identified Data shall survive termination of this Agreement or any request by a Client to return or destroy Client Data. Contractor agrees not to attempt to re-identify De-identified Data and not to transfer De-identified Data to any party unless that party agrees in writing not to attempt re-identification.

2.4   Collection and Use of Information. Client acknowledges that Contractor may, directly or indirectly through the services of third parties, collect and store information regarding use of the Licensed Software Programs and about equipment on which the Licensed Software Programs are installed or through which they otherwise are accessed and used. Client agrees that the Contractor may use such information related to any use of the Licensed Software Programs by

Client or on Client's equipment, for purposes of assessing and/or improving the performance of the Licensed Software Programs, developing Updates, or verifying Client's compliance with the terms of this Agreement and enforcing the Contractor's rights, including all Intellectual Property Rights.

2.5   Delivery. Contractor shall deliver, install and implement the Licensed Software Programs in accordance with all Order Form(s) issued hereunder.

2.6   Discontinued Features. Contractor reserves the right to change or discontinue individual features within the Licensed Software Programs upon prior written notice. To the extent any such changes result in a material reduction of overall functionality without a comparable replacement, Contractor will refund Client a pro-rata portion of all prepaid fees associated with the discontinued subscription services for which no comparable replacement was provided.

2.7   Third-Party Services. The Licensed Software Programs may include integrations with web services made available by third parties that are accessed through the Licensed Software Programs and subject to terms and conditions with those third parties. These third-party web services are not part of the Licensed Software Programs and this Agreement does not apply to them.

3   Price and Payment Terms.

3.1   Fees. Upon Acceptance or renewal of any product or service hereunder, Client shall pay Contractor the respective fee(s) as set forth in any Order Form; except where otherwise indicated, fees shall be in US Dollars and are non-refundable. Specifically, but without limiting the foregoing, Subscription Fees are based on the capacity designated in the Order Form; excess or unused capacity may neither be rolled over nor refunded in any way. For purposes of clarification, it is noted that the Acadis Readiness Suite (including all associated individually sold modules, CI and Premier Support are all Subscriptions and invoiced as Subscription Fees.

3.2   Invoices. Contractor shall submit invoices to Client at the address set forth above, and Client shall pay each undisputed invoice within thirty (30) days of the date of the invoice. Client may issue a purchase order if required by Client's entity and failure to do so does not cancel any obligation Client has to Contractor. If Client does issue a purchase order – whether issued (i) before or after the Effective Date or (ii) in connection with the Initial Term or any Renewal Term of this Agreement – it will be for Client's convenience only. Client agrees that the terms and conditions of this Agreement shall control in all events. No different or additional terms or conditions contained in or linked from any purchase order or other instrument issued by Client and purporting to govern Client's use of the Licensed Software Programs will be binding on the Parties, even if signed and returned, unless the Parties expressly agree in a writing, separate from such purchase order, to be bound by such terms and conditions. Subscription Fees for each

Renewal Term shall be billed thirty (30) days in advance of the applicable service expiration date.

3.3   Acceptance Criteria. Unless otherwise provided in an Order Form: (i) Acceptance shall be attained for Licensed Software Programs, CI, and/or Premium Support when it becomes possible for an Authorized User to log into the Licensed Software Programs; and (ii) Acceptance for professional services shall be attained incrementally at monthly intervals based on the hours and tasks completed. Firm fixed price professional services, if any, must be consumed by Client within the timeframe in the applicable Statement of Work, or are otherwise forfeited and deemed accepted in their entirety for purposes herein. .

3.4   Taxes. Unless otherwise provided in an Order Form, Client warrants that it is exempt from payment of all federal, state, and local taxes on its purchases. Upon request, Client shall promptly provide Contractor with a valid and current copy of any tax exemption certificates. Rate Escalations. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5% per contract year.

3.5   Travel Reimbursement. Unless otherwise indicated in an Order Form, fees are not inclusive of travel costs. All travel authorized by Client shall be reimbursed at cost to Contractor, and, if applicable, shall be compliant with Federal Travel Regulations. Travel costs commence at the moment Contractor personnel leave its facility, and cease upon return thereto.

3.6   Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available to Contractor: Contractor may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; Client shall reimburse Contractor for all costs incurred by Contractor in collecting any late payment of amounts due or related interest, ' including attorneys' fees, court costs and collection agency fees; and if such failure continues for 60 days following written notice thereof, Contractor may: (i) disable Client's use of the Licensed Software Programs (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement.

4.   Term and Termination.

4.1   Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for ninety
(90) days after the termination or expiration of all Order Forms. Upon expiration or early termination of any Order Form or this Agreement, as applicable, Your license to the Services shall automatically terminate, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding any provision to the contrary, access to the Services may remain active for an additional thirty (30) days past termination of any license solely for the purpose of our record keeping.

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Contractor Initials: _STC_
Date: _12/22/24_

4.2   Termination. This Agreement may be terminated prior to the expiration of the current term upon any of the following:

4.2.1   by Contractor, effective on written notice to Client, if Client fails to pay any amount when due under this Agreement, where such failure continues more than sixty (60) days after Contractor's delivery of written notice thereof ("Payment Failure")

4.2.2   by Contractor, immediately on written notice to Client if any six (6) or more Payment Failures occur in any two-year period; by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

4.2.3   by Client, effective immediately, if the Contractor: (i) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (ii) makes or seeks to make a general assignment for the benefit of its creditors; or (iii) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property; or

4.2.4   by mutual agreement of the Parties.

4.3   Effect of Termination or Expiration. On the expiration or earlier termination of the Order Form or this Agreement all rights, licenses and authorizations granted to Client hereunder will immediately terminate and Client shall: (i) immediately cease all use of and other activities with respect to the Licensed Software and Documentation; (ii) within thirty (30) days deliver to Contractor, or at Contractor's written request destroy, and permanently erase from all devices and systems Client directly or indirectly controls, the Licensed Software, the Documentation and the Contractor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; and (iii) certify to Contractor in a signed written instrument that it has complied with the requirements of this section. All amounts payable by Client to Contractor of any kind under this Agreement are immediately payable and due no later than thirty (30) days the effective date of the expiration or termination of this Agreement. Upon satisfaction of all undisputed invoices and obligations herein, Contractor shall export Client's data in an industry-standard format and shall make such data available to Client for thirty (30) days; thereafter, Contractor shall destroy Client data except to the extent a copy thereof may be necessary to comply with legal requirements. Any additional transition services requested by Client shall be invoiced at Contractor's then-current commercial labor rates.

4.4   Survival. Any right, obligation or provision under the Order Form or this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

5   Use Restrictions.

5.1   Acknowledgement of Ownership. Acadis is a commercial-off-the-shelf (COTS) software product developed by, and the sole intellectual property of, Contractor. The Contractor shall retain all title, copyright, patent and other proprietary rights to all Proprietary Material and to all copies thereof. Any enhancements, modifications, improvements, derivations, extensions, links or other changes ("Changes") to the Licensed Software Programs and Documentation, whether made by or shared with the Client, including without limitation those Changes made through the use of CI or Premier Support, will be the exclusive property of Contractor and shall be subject to the terms and conditions of this Agreement. The Parties agree that, for purposes of this Agreement, the Licensed Software Programs shall be construed as "restricted computer software" as such term is defined in FAR 52.227- 14.

5.2   Person Record Ceiling. Fees for the Licensed Software Programs are based on the Person Record Ceiling. Client warrants that the Person Record Ceiling is an accurate estimate as of the Effective Date, and agrees to inform Contractor of any anticipated or actual increase to the number of Person Records in excess of the Person Record Ceiling. The Client understands that the Licensed Software Programs will not restrict the number of Person

Records, and that exceeding the Person Record Ceiling shall be subject to additional fees at Contractor's then- current commercial rates. Notwithstanding any other provision to the contrary, the Client agrees that Fees for the Person Record Ceiling established at the beginning of the Term shall under no circumstance be reduced without the written consent of the Contractor.

5.3   Prohibited Activities. Neither Client nor its Authorized Users shall:

5.3.1   use the Licensed Software Programs for the benefit of unaffiliated third;

5.3.2   decompile, disassemble or otherwise reverse engineer any portion of the Licensed Software Programs;

5.3.3   modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software Programs or Documentation or any part thereof;

5.3.4   bypass or breach any security device or protection used for or contained in the Licensed Software Programs or Documentation;

5.3.5   directly or indirectly use (including make any copies of) the Licensed Software Programs or Documentation beyond the scope of the license granted, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software Programs, or any features or functionality thereof, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide

area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; or

5.3.6   use the Licensed Software Programs or Documentation in violation of any law, regulation or rule;

5.3.7   violate any system security policy published by Contractor throughout the Term of this Agreement; or

5.3.8   abuse or permit waste of the Licensed Software Program infrastructure, including without limitation using more than one (1) terabyte of total disk storage on Contract-provided web servers (inclusive of sandbox and/or backup site(s)), or averaging more than 20GB of outbound data transfer per Authorized User.

5.4   Responsibility for Use of Software. Client is responsible and liable for all uses of the Licensed Software
Programs and Documentation through access thereto provided by Client, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Client is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software Programs and Documentation by its Authorized
Users or by any other person to whom Client or an Authorized User may provide access to or use of the Licensed Software Programs and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6   License Audit.
6.1   Audit Procedure. Contractor or its nominee (including its accountants and auditors) may, in Contractor's sole discretion, inspect and audit Client's use of the Licensed Software Programs under this Agreement at any time during the Term and for three years following the termination or earlier expiration of this Agreement. During the audit, Client may be required conduct a review of its and its Authorized Users use the Licensed Software Programs and certify to Contractor in a written instrument signed by an officer of Client whether it is in full compliance with this Agreement. Such audit may also be based, in whole or in part, on periodic reports that Contractor exports from the Licensed Software Programs. All audits shall be conducted in a manner that does not unreasonably interfere with Client's business operations.

6.2   Cost and Results of Audit. If the audit determines that Client's use of the Licensed Software Programs exceeded the usage permitted by this Agreement by more than five percent (5%), Client shall: (i) reimburse the Contractor the reasonable costs of the Audit; (ii) remedy such noncompliance and provide Contractor with written notice thereof, and (iii) pay to Contractor all amounts due for such excess use of the Licensed Software Programs. Client

shall make all payments required under this section within thirty (30) days of the date of written notification of the audit results.

6.3   Additional Remedies. If the use exceeds or exceeded the use permitted by this Agreement by more than five percent (5%), Contractor shall also have the right and option to (i) terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Client, or (ii) charge additional fees in accordance with Section 5.2. Contractor's remedies set forth in this section are cumulative and are in addition to, and not in lieu of, all other remedies the Contractor may have at law or in equity, whether under this Agreement or otherwise.

7   Confidentiality and Security Breach Disclosures.

7.1   Nondisclosure. Except as otherwise provided herein and to the extent permitted by law, each Party agrees that it shall not use or disclose to any third Party any Confidential Information of the other Party. Each Party shall instruct its personnel to keep such information confidential by using the same care and discretion, but not less than a reasonable degree of care and discretion that it uses for its own Confidential Information. Client further agrees to take reasonable steps to ensure that any program or materials relative to the operation of the Licensed Software Programs, including but not limited to, flow charts and logic diagrams, in any form are not provided or otherwise made available to any parties other than authorized users without prior written consent from Contractor. These obligations shall not apply to any information which is (a) published or otherwise becomes available to the general public through no fault of the receiving Party; (b) has been furnished or made known by a third Party without breach by that third Party of any obligation to the disclosing Party; (c) was in the receiving Party's possession without proprietary restrictions prior to the date of disclosure; (d) the receiving Party establishes that it was developed independent of the Confidential Information; or (e) required to be disclosed by applicable law. For purposes of this section, the "disclosing Party" means the Party which owns the Confidential Information and the "receiving Party" means the Party to which the Confidential Information is disclosed.

7.2   Injunctive Relief. In the event of any unauthorized disclosure of Confidential Information by a receiving Party, the disclosing Party may elect to immediately terminate this Agreement upon written notice to the receiving Party. Each Party acknowledges that monetary damages may not be a sufficient remedy or protection for the aggrieved Party, and the aggrieved Party shall be entitled to injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

7.3   Notice of Security Breach. In the event of a security breach, Contractor warrants that critical information will be timely shared with Client to the extent that such information does not compromise the investigation, conflict with an instruction from a law enforcement agency, or

violate applicable laws, rules, or regulations. Client warrants that it will immediately (within 24 hours) report to Contractor any suspected or confirmed security breaches that directly or indirectly impact the Licensed Software Programs or the records contained therein. Contractor retains the right to provide notice of security breaches as necessary to comply with applicable privacy laws and regulations, and – except where such breach is solely caused by the actions, errors, or omissions of Contractor – Client shall be responsible for all reasonable costs of notifying the Client's employees, Authorized Users, or other individuals contained in its Person Records of a security breach.

7.4   Disaster Recovery and Security Policies. Contractor's disaster recovery and security policies are governed by an internal document that the Contractor may amend at any time in its discretion. Copies of the current versions of these policies may be made available to Client as Contractor's Confidential Information upon written request.

8   Representations and Warranties.

8.1   Collaborative Effort; Tolling. Each Party shall make available qualified personnel and resources as are reasonably necessary to properly and timely perform the obligations under this Agreement. The Parties acknowledge that Contractor's Agile development methodology requires an integrated project team with a high level of communication and interaction between Client and Contractor personnel. If Client fails to provide the requisite project support, or fails to provide such in a timely manner, Contractor shall be granted a nonexclusive remedy to extend the applicable delivery dates by a duration corresponding to the delay caused by Client. Where data migration is required from an existing system to the Licensed Software Programs, Client represents and warrants that its personnel have administrative access to the requisite data sources and can provide extracts of existing data in industry standard formats; except where explicitly agreed in an Order Form, the Parties acknowledge and agree that all data extraction, data cleansing, and the import of extracted data will be done by Client personnel.

8.2   Software Maintenance and Help Desk. During the Term, Contractor agrees to provide to Client all available maintenance and bug-fix services for the Licensed Software Programs (the "Software Maintenance Program"). Notwithstanding the ability of Contractor to establish standard maintenance policies, Contractor's Software Maintenance Program services shall include, at a minimum, reasonable problem correction times, and escalation procedures based upon the criticality or severity of the problem. Contractor's Help Desk shall be available to Client between 8:30 A.M.-8:00 P.M. Eastern Time, except on weekends and holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve, Christmas Day), with on-call after-hour support team available for priority emergency fixes.

8.3   Intellectual Property. Contractor represents and warrants that it has the right to grant a license to the Licensed Software Programs free and clear of any liens and encumbrances. Contractor further represents and warrants to Client that Contractor owns the Licensed Software

Program, including all associated intellectual property rights, or otherwise has the right to grant Client the right and License provided in this Agreement, and that neither the Licensed Software Programs nor the Documentation infringe any valid United States patents, copyrights, trademarks, or other proprietary rights of any third parties.

8.4   Specifications. Contractor represents that, during the subscription term for the Licensed Software Program, it shall operate in substantial conformance with the Specifications, will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, shall substantially perform in accordance therewith.

8.5   Service Levels. For purposes of this section, the Licensed Software Programs shall be deemed unavailable for determining service level compliance only if the Licensed Software Programs are unusable, for example, as a result of a severe degradation of response time. The Contractor will make the software available continuously, as measured over the course of each calendar month, an average of 99.5% of the time, excluding unavailability as a result of planned maintenance, unplanned emergency maintenance, and events outside the Contractor's control ("Service Level Guarantee").

8.6   No Disabling Devices or Viruses. Contractor has taken, and will continue to take, reasonable steps to test the Licensed Software Programs for programming devices (e.g., viruses, "worms," backdoors, etc.) that would (a) disrupt the use of the Licensed Software Programs or any system, device or Client software to which the Licensed Software Programs is interfaced or other computer equipment with which such equipment communicates; (b) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine functioning of the Licensed Software Programs; or (c) permit Contractor personnel, agents or subcontractors access to any portion of the Licensed Software Programs other than as necessary to carry out the terms of this Agreement. To the best of Contractor's knowledge, no such devices are present in the Licensed Software Programs as delivered to Client. Contractor agrees to use reasonable programming practices and security procedures to avoid insertion of such devices and to scan for viruses before sending any media containing programming code to Client. Furthermore, Contractor agrees not use any such programming devices or other measures to interfere with the Client's use of the Licensed Software Programs.

8.7   Compliance with Standards and Laws. Contractor represents and warrants that the Licensed Software Programs will at all times during the term of this Agreement comply with any applicable industry standards and applicable federal, state and local laws and regulations.

8.8   Workmanlike Fashion. Contractor represents and warrants that all services shall be performed by qualified personnel in good and workmanlike fashion.

8.9   Documentation. Contractor represents and warrants that the Documentation is and shall at all times during the term of this Agreement remain substantially complete and current with the current version of the Licensed Software Program.

8.10   Disclaimer of Other Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 8, THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION ARE PROVIDED TO CLIENT "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE CONTRACTORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE

CONTRACTOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8.11   Voiding of Warranty. If the breach of any warranty set forth by Contractor in this Article 8 is caused through any action, error, or omission of Client, any Authorized User, or any other person provided access to the Licensed Software Programs by Client or any Authorized User, such warranty shall not apply and shall be considered null and void.

9   Limitations and Disclaimers.

9.1   EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR CLIENT'S NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF CLIENT HAS ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), CLIENT AGREES THAT ITS EXCLUSIVE REMEDY

WILL BE TO RECOVER DIRECT DAMAGES FROM CONTRACTOR, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO CONTRACTOR FOR THE PRECEDING TWELVE (12) MONTHS.

9.1.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S NAMED USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE SERVICES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE SERVICES AT THEIR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

9.2   Disclaimer on Additional Costs. IN NO EVENT WILL CONTRACTOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE CONTRACTORS OR SERVICE PROVIDERS, BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY COSTS ASSOCIATED WITH BACKGROUND CHECKS ON CONTRACTOR PERSONNEL WHICH ARE ADDITIONAL TO CONTRACTOR'S STANDARD HIRING AND BACKGROUND CHECK PROCEDURES.

10   Miscellaneous.

10.1   Independent Contractor. Contractor is an independent contractor and nothing in this Agreement shall be deemed to make Contractor an agent, employee or joint venturer of Client. Contractor shall not be entitled to any benefits that Client provides for its own employees, including, without limitation, worker's compensation and unemployment insurance. Contractor shall be solely and entirely responsible for Contractor's acts and the acts of Contractor's employees, agents and subcontractors.

10.2   Interpretation. The headings in this Agreement are for the convenience of the Parties only, and shall not affect the interpretation of this Agreement. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular.

10.3   Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the applicable Order Form(s). Such notices shall be deemed to have been given and delivered upon

receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail

or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

10.4   Non-Recruitment and Non-Solicitation of Employees. Client and Contractor recognize and acknowledge that employees who are engaged in computer-related activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each Party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both Parties agree not to recruit or employ, either directly or indirectly, a present employee of the other Party during the term of this Agreement and one (1) year after without the other Party's prior written consent.

10.5   Force Majeure. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any payment obligation, to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, subcontractor difficulties, problems with telecommunications providers, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of 60 days or more.

10.6   Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

10.7   Amendment. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the Parties.

10.8   Assignment. No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the other Party.

Notwithstanding the foregoing, Contractor may freely assign or transfer any or all of its rights without Client's consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of its assets, or similar change of control transaction.

10.9   Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach of the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

10.10   Binding Effect. This Agreement shall be binding upon and inure to the benefit of Contractor and Client and their respective legal representatives, successors and authorized assigns.

10.11   No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Counterparts. This Agreement (inclusive of any Order Form) may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Severability. If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

10.12   Remedies. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.

10.13   Applicable Law and Compliance. This contract shall be governed under the laws of the State of Delaware without giving effect to any choice of law provision or rule. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.14   Export Regulation. The Licensed Software Programs and Documentation may be subject to US export control

laws, including the US Export Administration Act and its associated regulations. The Client shall not, directly or indirectly, export, re-export or release the Licensed Software Programs or Documentation to, or make the Licensed Software Programs or Documentation accessible from, any jurisdiction or country to which export, re- export or release is prohibited by law, rule or regulation. The Client shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other

governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software Programs or Documentation available outside the US.

10.15   Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Client is the US Government or any contractor therefor, Client shall receive only those rights with respect to the Licensed Software Programs and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

10.16. Nondiscrimination. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.17   Order of Precedence. The Statement of Work and any other Order Form(s) are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency among the individual components of this Agreement, such conflict or inconsistency shall be resolved by observing the following order of precedence (from highest to lowest, and where applicable) this Agreement, Order Form(s); Contractor's proposal to Client solicitation; Client's solicitation.

10.18   Updated Terms and Conditions. Contractor may modify its terms and conditions at any time by posting a revised version on its website (www.acadis.com/mla/) or otherwise providing notice to Customer. Such terms shall become effective and binding between the Parties upon commencement of any Renewal Term thereafter.

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

November 27, 2024

Maxim F. Schultz, Assistant Director,
Police Standards and Training Council
State of New Hampshire
17 Institute Dr
Concord, NH 03301

Dear Assistant Director Schultz:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Envisage Technologies, LLC, as described below and referenced as DoIT No. 2024-080.

The purpose of this request is to provide records management and learning management software services for NHPSTC. This management software will document and manage every aspect of the certification and training process of all active, inactive, and full time and part time police officers attached to all New Hampshire law enforcement agencies.

The Total Price Limitation will be $920,278, effective upon Governor and Council approval through June 30, 2029.

A copy of this letter must accompany the Police Standards and Training Council's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2024-080

cc: Rebecca Bolton, DoIT

"Innovative Technologies Today for New Hampshire's Tomorrow"

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 ENVISAGE TECHNOLOGIES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 12, 2024. 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: 976952

Certificate Number : 0006814985

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of November A.D. 2024.

David M. Scanlan
Secretary of State

OFFICER'S CERTIFICATE

December 12, 2024

This **OFFICER'S CERTIFICATE** is delivered to New Hampshire Police Standards & Training to clarify and declare signatory authority for company members of Envisage Technologies, LLC

The undersigned, Jason M. Brady, does hereby certify as follows:

1.   He is the duly elected, qualified and acting Secretary of Thunder Holdings GP, LLC.

2.   He is the Chief Legal and Compliance Officer for the Vector Group.

3.   The Vector Group is a consolidated group of 38 companies. Thunder Holdings GP, LLC is the ultimate parent company of the Vector Group. Envisage Technologies, LLC (Envisage) is a member of the Vector Group.

4.   As Secretary of Thunder Holdings GP, LLC and the Chief Legal and Compliance Officer for the Vector Group, he is an authorized signatory for Envisage with full authority to act on behalf of and to bind Envisage.

5.   Additionally, as Secretary of Thunder Holdings GP, LLC and the Chief Legal and Compliance Officer for the Vector Group, he verifies that Sean Cunningham, Chief Revenue Officer, has been granted the legal authority to bind Envisage to the agreed upon terms and conditions contained in the Agreement PST – 2024 - 080.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, in his above-stated capacities, and not individually, has executed this OFFICER'S CERTIFICATE as of the date first written above.

By: *Jason M. Brady*
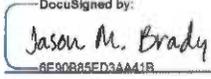
Name: Jason M. Brady
Secretary, Thunder Holdings GP, LLC
Chief Legal and Compliance Officer,
the Vector Group

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2024

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	CONTACT NAME:		
Simkiss & Block 1041 Old Cassatt Road Berwyn, PA 19312	PHONE (A/C, No, Ext): (610) 727-5300		FAX (A/C, No): (610) 727-5414
	E-MAIL ADDRESS: info@simkiss.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Valley Forge Insurance Co		20508
INSURED Vector Solutions RedVector.com LLC 4890 W. Kennedy Blvd., Suite 300 Tampa, FL 33609	INSURER B : National Fire Insurance Co of Hartford		20478
	INSURER C : Continental Insurance Co		35289
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: 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			7094868662	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			7094868645	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			7094868659	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	7094868676	11/1/2024	11/1/2025	X PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
NH Police Standards & Training 17 Institute Dr. 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 *Brian C Block*

ACORD 25 (2016/03)

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Simkiss & Block	Vector Solutions RedVector.com LLC 4890 W. Kennedy Blvd., Suite 300 Tampa, FL 33609

POLICY NUMBER		
SEE PAGE 1		

CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25   FORM TITLE: Certificate of Liability Insurance

2024 - 2025
Additional Named Insureds: SimplyDigi.com, Inc; Convergence Training LLC; TargetSolutions Learning, LLC; Scenario Learning, LLC; Clearpond Technologies Inc.; NFORMD.NET LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; Casino Essentials LLC; ICGIP, LLC; CrewSense, LLC; Halligan, Inc..; TSL International Holdings, Inc.; 1168940B.C Ltd.; Medteq Solutions CA Ltd; Livesafe, Inc. Industrysafe, LLC; Industrysafe IP, LLC; DiversityEdu LLC; CPN Holdings, LLC; ETH Midco, LLC; Envisage Technologies, LLC; Guardian Tracking, LLC; CareSafely, Inc; Get Inclusive, Inc.; CTE-PTV Solutions, LLC

Professional E&O Retroactive Date: 10/19/2011

STATE OF NEW HAMPSHIRE

New Hampshire Police Standards and Training Council:
RFP #2024-080 - Learning and Record Management System

RFP ISSUED:	June 17th, 2024
VENDOR CONFERENCE:	July 15th, 2024, 10am to 12pm – MS Teams
LOCATION:	17 Institute Drive, Concord, New Hampshire 03301
	NAME: Capt. Adam C. Hawkins
STATE POINT of CONTACT:	EMAIL: adam.c.hawkins@pst.nh.gov
	TEL: 603-271-2133
CONTRACT TYPE:	Firm Fixed Price
PROPOSALS DUE:	August 23rd, 2024, 4:00 PM ET

Contents

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SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

1.1. Executive Summary

1.1.1. Introduction

The New Hampshire Police Standards and Training Council (NHPSTC) is an executive branch, state agency that oversees and is the sole source of basic training, and the primary source of in-service training for all law enforcement officers in the State of New Hampshire. NHPSTC is also the sole organization in the State of New Hampshire that oversees certification standards as well as reports of misconduct for all certified law enforcement officers.

The Council currently certifies almost 4,000 police officers, both full and part-time, employed by the state, counties, and municipalities, and trains or certifies almost 475 sworn employees of the Department of Corrections.

1.1.2. Scope of Work (SOW) Overview

Project Overview/Justification:

NHPSTC must document and manage every aspect of the certification and training process of all active, inactive, and full time and part time law enforcement officers attached to all New Hampshire law enforcement agencies. It is crucial that the NHPSTC team can easily monitor all agencies and officers down to the detail to include but not limited to hours completed and outstanding for each academy and training class, employment statuses, other record filings, reporting of misconduct and case management.

Goals and Objectives for Learning and Record Management System:

Essential features of the new system will include an end user interface allowing officers easy access to their personal data. Law enforcement agencies will have an interface to easily access their data, as well as data of all officers assigned to their organization. NHPSTC will have an interface that easily allows it to view, modify, and report on its entire program by State, Region, Agency, or selected Officers. The System will be cloud-based. NHPSTC is seeking a learning and record management system that offers reporting all data fields, including both canned and ad hoc reporting.

This RFP seeks to ensure that the resulting Contract supports NHPSTC's needs and to achieve the best combination of quality, service, price, and any other key components outlined below.

1.2. Schedule of Events

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

SCHEDULE OF EVENTS	
EVENT	**DATE & TIME (ET)**
RFP Released to Vendors / Inquiry Period Begins (on or about)	June 17th, 2024
Notification to NHPSTC of the Number of Representatives Attending the Vendor Conference (Optional)	July 8th, 2024
Vendor Conference (Online Meeting) (Optional)	July 15th, 2024 10AM to 12PM EST
Vendor Inquiry Period Ends (Final Inquiries due)	July 22nd, 2024
Final State Responses to Vendor Inquiries	July 29th, 2024
Final Date and Time for Proposal Submission	August 23rd, 2024, by 4:00 PM ET
Invitations for Oral Presentations (Optional)	September 6th, 2024
Vendor Presentations/Discussion Sessions/Interviews (Optional)	Week of September 9th, 2024
Estimated Date of Vendor Selection	September 27th, 2024
Anticipated Governor and Council Approval	December 2024
Anticipated Effective Contract Date	December 2024

Remainder of this page intentionally left blank

SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

2.1. Proposal Submission

Physical Proposals and Electronic Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

The Price Proposal must be labeled clearly and submitted separately from the Technical Proposal.

Late submissions will not be accepted. Delivery of the Proposals shall be the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location or via email as designated below. The Agency accepts no responsibility for daEditd, mislabeled, or undeliverable mailed or emailed Proposals.

2.2. Physical Proposals

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE

New Hampshire Police Standards and Training Council

Capt. Adam C. Hawkins

17 Institute Drive

Concord, New Hampshire 03301

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP: NHPSTC - RFP #2024-080 Learning and Record Management System

Physical Submissions shall include:

Package 1- Technical Proposal:
a.   One (1) original and six (6) clearly identified copies of the Technical Proposal, including all required attachments.
b.   One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 3.1.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."

Package 2 – Cost Proposal:
a.   A **separate** Cost Proposal must be labeled clearly and sealed separately from the Technical Proposal.

One (1) original and two (2) copies of the Cost Proposal, including Pricing Worksheets (as described in Appendix E), must be bound separately.

2.3. Electronic Proposals

Electronic Proposals must be addressed to:

TO: adam.c.hawkins@pst.nh.gov

CC: maxim.f.schultz1@pst.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: NHPSTC - RFP #2024-080 Learning and Record Management System

Electronic Submissions must be submitted using the following criteria:
   a.   Searchable PDF Format
   b.   Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the Vendor will be required to submit their Proposal in parts. It is the Vendor's responsibility to ensure a complete Proposal is submitted.

Electronic Submissions shall include:

Attachment 1: Technical Proposal:
   a.   The Technical Proposal, including all required attachments.
   b.   One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 3.1.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."

Attachment 2: Cost Proposal:
   c.   The Cost Proposal must be labeled clearly and separately from the Technical Proposal.
   d.   The Cost Proposal must include the Pricing Worksheets (as described in Appendix E).

2.4. Number of Proposal

Vendors are permitted to submit up to One (1) Proposal(s) each with a unique solution in response to this RFP.

For all proposals, the original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

2.5. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via Email to the following RFP Point of Contact:

Capt. Adam C. Hawkins

Email: adam.c.hawkins@pst.nh.gov

Inquiries must be received by the RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be addressed. The State assumes no liability for assuring accurate/complete Email transmission/receipt and is not required to acknowledge receipt.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

The Agency will require the selected Vendor to execute a Contract using the P-37 State of New Hampshire General Provisions and any attached exhibits. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

2.6. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

2.7. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

Remainder of this page intentionally left blank

SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

3.1 Proposal Organization

Proposals should adhere to the following outline.
   a. Cover Page
   b. Transmittal Form Letter
   c. Table of Contents
   d. Section I: Executive Summary
   e. Section II: Glossary of Terms and Abbreviations
   f. Section III: Responses to Requirements and Deliverables
   g. Section IV: Narrative Responses
   h. Section V: Corporate Qualifications
   i. Section VI: Qualifications of Key Vendor staff
   j. Section VII: Price Proposal
   k. Section VIII: Vendor Attachments

3.1.1. Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

STATE OF NEW HAMPSHIRE

New Hampshire Police Standards and Training Council

RESPONSE TO RFP: NHPSTC - RFP #2024-080 Learning and Record Management System

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

3.1.2. Transmittal Form Letter

The Vendor must submit a signed Transmittal Form Letter with their response using the Transmittal Form Letter template provided on the following page. Any electronic alteration to the content of this Transmittal Form Letter template is prohibited. Any such changes shall result in a Proposal being rejected.

SECTION 3 –   PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS

State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____ _____

Address: _____

To: Capt. Adam C. Hawkins

603-271-2133

adam.c.hawkins@pst.nh.gov

RE: Proposal Invitation Name: Learning and Record Management System

Proposal Number: RFP #2024-080

Proposal Due Date and Time: August 23rd, 2024 4:00 PM ET

To Whom It May Concern:

Company Name: _____ hereby submits an offer to provide to the State of New Hampshire the Services indicated in Learning and Record Management RFP #2024-080 at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I.

We attest to the fact that:

1. The company has reviewed and agreed to be bound by the RFP. ·
2. The company has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing Date or until the Effective Date of any resulting Contract, whichever is later.   ·. ·
4. The prices quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;

b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;

c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;

d. Is currently debarred from performing work on any project of the federal government or the government of any state;

e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing; ·

g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;

h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

SECTION 3 –   PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS

    i.   Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or

    j.   Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order, if any.

Our official point of contact is: _____

Title: _____

Telephone: (___) ___ - _____ Email: _____

Authorized Signature Printed: _____

Authorized Signature: _____

SECTION 3 –   PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS

3.1.3. Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

3.1.4. Section I: Executive Summary

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor's proposed Solution and Services highlighting those factors that they believe distinguish their Proposal.

3.1.5. Section II: Glossary of Terms and Abbreviations

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

3.1.6. Section III: Responses to System Requirements and Deliverables

Section III shall include the response tables from the Business/Technical Requirements and Deliverables Appendix. The Vendor must document the ability to meet the Business Requirements, Technical Requirements, including following the Statewide Information Security Manual (SISM), and Deliverables of this RFP.

3.1.7. Section IV: Narrative Responses

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

3.1.8. Section V: Corporate Qualifications

Section V shall provide the corporate qualifications of the Vendor and any Subcontractors proposed to participate in the Project. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

3.1.9. Section VI: Qualifications of Key Vendor Staff

Section VI shall be used to provide required information on the Vendor's Key Project Staff. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

3.1.10. Section VII: Price Proposal

Section VII shall include the Price Proposal, which must describe the proposed price of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing Appendix. As outlined in Section 2: *Proposal Submission, Deadline, and Location Instructions,* this price proposal must be labeled clearly and <u>sealed separately</u> from the Technical Proposal.

3.1.11. Section VIII: Vendor Attachments

Section VIII provides for extra materials as referenced in the Topic for Mandatory responses Appendix such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

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SECTION 4: EVALUATION OF PROPOSALS

4.1   Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and price.

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all Proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of one hundred (100) Points. Points will be distributed as set forth in the table below.

SCORING TABLE	
CATEGORIES	**POINTS**
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	<100>
Proposed Solution – Specification of Work Performed	45
Vendor's Technical, Service and Project Management Experience	10
Vendor Company	5
Staffing Qualifications	5
FedRAMP/StateRAMP Authorization Status	15
Price Proposal Potential Maximum Points	20
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	one hundred (100)

The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

4.2 Scoring Detail

4.2.1 Scoring of the Proposed Solution

The Vendor's Proposed Solution will be allocated a maximum score of 45 Points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

Scoring is primarily measured using vendor responses in the following sections:

    a. Proposal Section III: Responses to Requirements and Deliverables

    b. Proposal Section IV: Narrative Responses

    c. Vendor Presentation and Demonstration (if applicable)

4.2.2 Scoring of Vendor Technical, Service, and Project Management Experience

Vendor proposed Technical, Service, and Project Management Experience will be allocated a maximum score of 10 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintenance of the Solution. Technical details of the System including security and protection of data, proposed training administrative procedures, how the Vendor manages its team and the Project will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

Scoring is primarily measured using vendor responses in the following sections:

    a. Proposal Section III: Responses to Requirements and Deliverables

    b. Proposal Section IV: Narrative Responses

    c. Proposed Work Plan

    d. References

4.2.3 Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of 5 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Scoring is primarily measured using vendor responses in the following sections:

    a. Proposal Section V: Corporate Qualifications

    b. References

4.2.4 Scoring of Vendor Staffing Qualifications

Vendor's Staff qualifications will be allocated a maximum score of 5 points. Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System.

Scoring is primarily measured using vendor responses in the following sections:

    a. Proposal Section VI: Qualifications of Key Staff

    b. Vendor Presentations & Demonstrations (if applicable)

    c. References

4.2.5 Scoring of Solution FedRAMP/StateRAMP Authorization Status.

If the vendor's solution'(Hosting and Product) is fully FedRAMP or StateRAMP authorized, and within periodicity, the Vendor score for this section shall be awarded at 15% of the total possible points for the technical solution.   If only the Vendor's Hosting environment is FedRAMP/StateRAMP authorized the vendor will be awarded 5% of the total possible points for the technical solution.

4.2.6 Scoring the Price

The Vendor's price will be allocated a maximum score of 20 points. The State will only consider Pricing provided in Appendix E - *Pricing* Tables E-1.1 through E-1.7. The price information required in a Proposal is intended to provide a sound basis for comparing price. The Vendor's Price Score formula described in the Price Proposal Review and Scoring section will be utilized for this scoring portion.

4.3 Planned Evaluations

The Agency plans to use the following process:

a. Initial screening to ensure that the Proposals are in compliance with submission requirements;

b. Preliminary evaluation of the Proposals;

c. Oral interviews and Product Demonstrations (if applicable);

d. Final Evaluation of Technical Proposals and scoring;

e. Review of Price Proposals and scoring; and

f. Select the highest scoring Vendor and begin contract negotiation.

4.3.1. Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

4.3.2. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 70 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened. Price Proposals will remain unopened during the preliminary technical review, Oral Interviews and Product Demonstrations.

4.3.3. Oral Interviews and Product Demonstrations

At the Agency's discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews and product demonstrations, with which Vendors, the number of interviews and the length of time provided for the interview and Product demonstration. The Agency may decide to conduct oral interviews and product demonstrations with less than all responsive Vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

4.3.4. Final Scoring of Technical Proposals

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of Proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

4.3.5. Price Proposal Review and Scoring

Price Proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 30 points. Vendors are advised that this is not a low bid award and that the scoring of the price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for Price:

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for Price Proposal.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

4.4 No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms that the Vendor can offer. There will be no best and final offer procedure. The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire Proposal.

4.5 Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

a. Make independent investigations in evaluating Proposals;

b. Request additional information to clarify elements of a Proposal;

c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;

d. Omit any planned evaluation step if, in the Agency's view, the step is not needed;

e. At its sole discretion, reject any and all Proposals at any time; and

f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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SECTION 5: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

5.1 RFP Addendum

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

5.2 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

5.3 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

5.4 Confidentiality of a Proposal

The substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency without the Agency's prior consent may be grounds for disqualification.

5.5 Public Disclosure

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

5.5.1. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is

approved by G&C, or, if the contract does not require G&C approval, until the contract has been actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time.

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a· manner that draws attention to the designation and must mark/stamp·each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but, is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor's designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

     a. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;

b. The State is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

5.6 Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a Proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State's website.

5.7 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

5.8 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

5.9 Ethical Requirements

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from applying to the RFP, or similar request for submission and every such vendor shall be disqualified from applying to on any RFP or similar request for submission issued by any State agency. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services (DAS), which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

5.10 Debarment

Vendors who are ineligible to apply to proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

5.11 Challenges on Form or Process of the RFP

A vendor questioning the Agency's identification of the selected Vendor may request that the Agency review its selection process. Such request shall be made in writing and be received by the Agency within 5 (five) business days after the rank or score is posted on the agency website. The request shall specify all points on which the vendor believes the Agency erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In response, the issuing Agency shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a Vendor or canceling the application. In its request for review, a vendor shall not submit, and an Agency shall not accept nor consider, any substantive information that was not included by the vendor in its original application response. No hearing shall be held in conjunction with a review. The outcome of the Agency's review shall not be subject to appeal.

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SECTION 6: CONTRACT TERMS AND AWARD

6.1. Non-Exclusive Contract

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

6.2. Award

Any resulting Contract is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

6.3. Anticipated Contract Term

The Vendor shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The initial Contract Term will begin on the Effective Date and continue through June 30, 2028. The Contract Term may be extended twice, up to Two (2) year(s) ("Extended Contract Term") for each extension at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

6.4. Standard Contract Terms

The Agency will require the successful vendor to execute a Not to Exceed Contract. The P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I will form the basis of any Contract resulting from this RFP.

To the extent that a Vendor believes that exceptions to the standard form Contract will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Vendor's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions which have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

6.4.1   Contract Negotiations and Unsuccessful Vendor Notice

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State's desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

6.4.2   Subcontractors

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.5. Related Documents Required

The selected Vendor will be required to submit the following documents prior to Contract approval:

a. Certificate of Good Standing obtained by the Secretary of State of New Hampshire.

b. Certificate of Authority/Vote - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire.

c. Certificate of Insurance - Certificate of Insurance evidencing coverage as required under the Contract.

d. Workers' Compensation coverage must comply with State of NH RSA 281-A.

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APPENDIX A: VENDOR CONFERENCE REQUIREMENTS

APPLICABLE (Applicable)

A Non-Mandatory Vendor Conference will be held online on the date and at the time identified in the Schedule of Events:

New Hampshire Department of Information Technology in coordination with New Hampshire Police Standards and Training

July 15th, 2024 from 1000 hours to 1200 hours

MS Teams Credential:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDdhODU2MjgtN2UyOS00MTEzLWFkNTAtMWRhNjQ5MGU1N2Q1%40thread.v2/0?context=%7b%22Tid%22%3a%22992deae9-1c4c-42c8-a310-5088af55ba74%22%2c%22Oid%22%3a%2253af4404-5da3-4a81-8c50-892637d6f10e%22%7d

Meeting ID: 240 514 206 49
Passcode: woKgkC

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted, and conference call information

PROVIDE CONFERENCE CALL INFORMATION? (will) be emailed to registrants upon request. Vendors are requested to RSVP via Email by the date identified in the Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.

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

Vendors are encouraged to Email inquiries at least forty-eight (48) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the DAS Website by the date specified as the final State responses to Vendor inquiries as specified in the Schedule of Events. Vendors are responsible for any costs associated with attending the Vendor Conference.

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APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B-1 Statement of Work

See 1.1.2.

B-2 Business and Technical Requirements

Please utilize the following instructions to complete Table B-2.1 Business Requirements and Table B-2.2 Technical Requirements and submit with your Proposal in Section III: Responses to System Requirements and Deliverables.

Vendor Response Column:
Place a "Yes" if the Solution can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).
Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:
(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the Proposal to be accepted. If the proposer believes that there is something about their Proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a Proposal if the need of the requirement is reduced or eliminated by another feature of the Proposal.
(P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the Proposal.
(O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

Delivery Method Column:

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the proposed system and available in the current Solution release.

Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the modification in the comment area. These cost estimates should add up to the total cost for modifications found in the cost summary table in Section X of the RFP).

Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:

For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

B-2.1 Business Requirements – See Appendix I – Business Requirements

Table B-2.1 Business Requirements

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUBHEAD					
B1.1					
B1.2					
B1.3					
B1.4					
B1.5					
B1.6					
B1.7					
B1.8					
B1.9					
B1.10					
SUBHEAD					
B2.1					
B2.2					

B2.3					
B2.4					
B2.5					
B2.6					
B2.7					
B2.8					
B2.9					
B2.10					
SUBHEAD					
B3.1					
B3.2					
B3.3					
B3.4					
B3.5					
B3.6					
B3.7					
B3.8					
B3.9					
B3.10					
SUBHEAD					
B4.1					
B4.2					
B4.3					
B4.4					
B4.5					
B4.6					
B4.7					

B-2.2 Technical Requirements

Table B-2.2 Technical Requirements

TECHNICAL REQUIREMENTS					
State Requirements			**Vendor**		
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
Security Compliance Requirements					

T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations	CSRC (nist.gov)	M			
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations	CSRC (nist.gov)	P			
StateRAMP Authorization					
T2.1	StateRAMP Ready/Authorized Certification Home - StateRAMP	P			
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M			
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M			
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M			
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M			
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response.	M			

T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	M			
Other Certifications in lieu of StateRAMP					
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized	FedRAMP.gov	P			
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance	Information Risk Management and Compliance	P			
Hosted Platform					
T4.1	The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments. • AWS US East/West • AWS GOVCLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services	P			
Individual Agency Compliance Requirements (examples listed below)					
T5.1	FTI Pub 1075	N/A			
T5.2	HIPAA	P			
T5.3	FERPA	P			
T5.4	CJIS	P			

B-2.3. Statewide Technical Requirements - Statewide Information Security Manual (SISM)

Vendors will be required to adhere to State security policies and procedures identified in the Statewide Information Security Manual (SISM): https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/statewide-information-security-manual.pdf

Note: Products and Hosting Environments that are FedRAMP or StateRAMP authorized are also in full compliance with the SISM.

B-2.4. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

State Requirements		
Req #	**Requirement Description**	**Criticality**
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M
SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M

SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency—The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -15	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA -16	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P

SLA -17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P

B-3 Activity, Deliverable, or Milestone

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables.

Table B-3 DELIVERABLES

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
	PLANNING AND PROJECT MANAGEMENT	
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written
10	Data Conversion Plan and Design	Written
11	Deployment Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
14	Business Continuity Plan	Written
15	Documentation of Operational Procedures	Written
	INSTALLATION	
16	Provide Software Licenses if needed	Written
17	Provide Fully Tested Data Conversion Software	Software
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
	TESTING	
19	Conduct Integration Testing	Non-Software

20	Conduct User Acceptance Testing	Non-Software
21	Perform Production Tests	Non-Software
22	Test In-Bound and Out-Bound Interfaces	Software
23	Conduct System Performance (Load/Stress) Testing	Non-Software
. 24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
SYSTEM DEPLOYMENT		
25	Converted Data Loaded into Production Environment	Software
26	Provide Tools for Backup and Recovery of all Applications and Data	Software
27	Conduct Training	Non-Software
28	Cutover to New Software	Non-Software
29	Provide Documentation	Written
30	Execute Security Plan	Non-Software
OPERATIONS		
31	Ongoing Hosting Support	Non-Software
32	Ongoing Support & Maintenance	Software
33	Conduct Project Exit Meeting	Non-Software

B-4   Data Location

The Vendor 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 Vendor 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 Vendor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the Contract.

B-5   Background Checks

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

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

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APPENDIX C: TOPICS FOR MANDATORY RESPONSES

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP.   Responses provided should be relevant to the Project described within this RFP. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit. ·

Table C: Topics

TOPIC	PAGE LIMIT
C-1 Proposed Solution	
Topic 1 – Description of Solution	7 - Attachment Unlimited (optional)
Topic 2 – Technical Architecture	5
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	3 - Include Attachment
C-2 Vendor's Technical, Service and Project Management Experience	
C-2.1 Security and Protection of Data	
Topic 5 – System Security	10
Topic 6 – Security Testing	3
C-2.2 State Personnel and Training	
Topic 7 – User Training Approach	3
Topic 8 – Preparation and Expectations of State Staff including Technical Knowledge Transfer	4
C-2.3 Project Execution	
Topic9 – Implementation Approach	10
Topic 10 – Testing Management	6
Topic 11 – Migration Strategy	3
Topic 12 – Environment Setup	2
C-2.4 Project Management	
Topic 13– System Acceptance Criteria	6
Topic 14 – Work Plan, Status Meetings and Reports	No Limit
Topic 15 – Risk and Issue Management	3
Topic 16 – Scope Control	2
Topic 17 – Quality Assurance Approach	6
C-2.5 Ongoing Operations For Vendor Hosted Solution	
Topic 18 – Hosted System	5
Topic 19 – Backup and Recovery	2
Topic 20 – Assurance and Business Continuity Plan	3

Topic 21 – Support and Maintenance for Vendor Hosted System		2

C-1.   Proposed Solution

TOPIC 1 - DESCRIPTION OF SOLUTION

The State will evaluate whether the proposed Solution includes the required features.

1. Provide a detailed description of your proposed Solution, including features and functionality.
2. Describe how your Solution meets the business requirements in B-2 Business Requirements/Technical Requirements.
3. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
4. Provide an attachment with product literature describing the functionality of the proposed Solution. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.

TOPIC 2 - TECHNICAL ARCHITECTURE

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.
2. Describe how your Solution meets the technical requirements in B-2 Business Requirements/Technical Requirements.
3. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)
4. How will the proposed Solution be accessed (i.e. Web Browser over Internet)?
5. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
6. Describe any add-on or third-party Software required.
7. Is your product dependent on a solution not included in this Proposal?
8. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
9. What components of the Software, such as Middleware, are proprietary?
10. Is the proposed application considered Open Source Software?
11. Describe any Open Source Software used by the proposed Solution.
12. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13, 21-R:14. http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm
13. Describe any hardware requirements associated with the hardware Solution.

TOPIC 3 - ENHANCEMENTS AND NEW RELEASES

The State will evaluate the degree to which the solution appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Solution. Coverage should include but not be limited to the following:

1. What types (maintenance, Enhancement, other) of releases are planned?
2. What is the historical (past 3 years) and expected frequency of each type of new release?
3. How is the content of future releases determined? Required maintenance, security, user input?
4. Are Enhancements made for specific clients included in future releases for all clients?
5. What specific Enhancements are planned for release within the next 24 months?
6. How is the content of a release communicated to the client?
7. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
8. How long is a release supported?

TOPIC 4 - DATA IMPORT/EXPORT STANDARDS

The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.

1. Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in B-2 Business Requirements/Technical Requirements.
2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
3. What standard Interface formats are used with the proposed Software. What degree of flexibility is available?
4. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
5. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
6. Are there any constraints upon the timing of batch Interfaces?
7. Provide an attachment with Data flow diagrams.
8. Describe your experience with organizations similar to the New Hampshire Police Standards and Training Council and discuss what historical Data they have and have not converted/migrated into the new system.
9. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help New Hampshire Police Standards and Training Council determine the right number of years to convert.

C-2.   Vendor's Technical, Service and Project Management Experience

(Vendors whose product has a status of StateRAMP Ready, or Authorized do not complete C-2.1, go directly to C-2.2 State Personnel and Training)

C-2.1   Security and Protection of Data

TOPIC 5 - SYSTEM SECURITY

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

Describe the System security design and architectural features incorporated into the proposed Solution including:

1. Compliance with NIST SP 800-171, Protecting Controlled, Unclassified Information in Non-Federal Systems and Organizations
2. Compliance with NIST SP 800-63, Digital Identity Guidelines
3. Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment.
4. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
5. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
6. The privacy methods used to ensure that Confidential Data and sensitive communications are kept private.
7. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
8. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
9. The ability of your Software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software's security vulnerabilities and attack surfaces available to System hackers and attackers.
10. The notification and escalation process in the event of an intrusion.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

1. What process or methodology is employed within the proposed Software to ensure Data integrity?
2. To what degree does your approach rely on System assurance capabilities?
3. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

TOPIC 6 - SECURITY TESTING

The State will evaluate the Vendor's approach to Security Testing.
1. Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.
2. How can you ensure the security and confidentiality of the State Data collected on the system?
3. What security validation Documentation will be shared with the State?
4. Do you use internal or external resources to conduct Security Testing?

C-2.2 State Personnel and Training

TOPIC 7 - USER TRAINING APPROACH

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.

2. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

TOPIC 8 - PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.

1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.

2. Provide an overview of Project Team interactions and dependencies between functions.

3. Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the system moving forward.

4. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.

5. Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?

6. Please utilize Table C-2.2 Proposed State Staff Resource Hours to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

Table C-2.2 Proposed State Staff Resource Hours					
State Role	Planning and Project Management	Installation and Testing	System Deployment	Ongoing Operations	Total Hours
Project Manager					
Position #1					
Position #2					
Position #3					
TOTALS					

NOTE to Vendor: Key Assumption(s): Denote key roles by adding "(key)" to the 'State Role' column. Add as many rows as necessary to complete the full proposed team.

C-2.3   Project Execution

TOPIC 9 - IMPLEMENTATION APPROACH

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

1. Provide one or more feasible Implementation Plans. For each·plan provided:
    a.   Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
    b.   Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower prices
    c.   Address the level of risk associated with each plan.
    d.   Why is this the approach you·recommend?·
2. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal?

TOPIC 10 - TESTING MANAGEMENT

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all "areas of testing" , security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

It is anticipated that the test phases in Table C-2 Testing will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.

1. Describe in detail the end-to-end testing methodology you propose for this Project.
2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
3. Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

Table C-2 Testing .

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				
System preparation				
Unit Testing				

System integration testing				
Defect tracking				
Application stress testing and tuning.	·			

4. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
5. Will configured Software be delivered in functional components for State Acceptance Testing?
6. The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
7. What tools will be used to document and track status of suspected Defects?
8. What role will the State play in classification and prioritization of Defects?
9. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
10. Provide a sample User Acceptance Test Plan from a completed project as an appendix.
11. Will System performance be measured and documented using the State's infrastructure and Data? If yes, how? (Not needed for Hosting?)
12. Outline your methodology for Security and Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

TOPIC 11 - MIGRATION STRATEGY

The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible.

1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from New Hampshire Police Standards and Training Council legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.
6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

TOPIC 12 - ENVIRONMENT SETUP

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the implementation of the solution, including all necessary training.
2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
3. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
4. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)

C-2.4   Project Management
TOPIC 13 - SYSTEM ACCEPTANCE CRITERIA

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

1. Propose measurable criteria for State final Acceptance of the System.
2. Discuss how the proposed criteria serve the interest of the State.

TOPIC 14 - WORK PLAN, STATUS MEETINGS AND REPORTS

The State will evaluate whether the Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management "best practices" and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan. Additionally, the State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

1. The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
2. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.

3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
4. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
    a. All assumptions upon which the Work Plan is based;
    b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
    c. Assignments of members of the Vendor's team identified by role to specific tasks; and
    d. Critical success factors for the Project.
5. Discuss how this Work Plan will be used and State access to Plan details.
6. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.
7. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).
8. Describe your approach to knowledge transfer between all Vendor project teams for completion of all deliverables defined in this RFP and resulting contract.

The State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

9. The State believes that effective communication and Reporting are essential to project success. As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional price to the State.
10. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
11. Describe how you will report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

TOPIC 15 - PROJECT RISK AND ISSUE MANAGEMENT

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on project issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in project risk and issue management.

1. Provide proposed methodologies for project risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

TOPIC 16 - SCOPE CONTROL

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

1. Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

TOPIC 17 - QUALITY ASSURANCE APPROACH

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.
1. Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software). Discussion should include but not be limited to:
    a. Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
    b. The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission; and
    c. Testing of Software Deliverables prior to submission for Acceptance Testing.

C-2.5   Ongoing Operations For Vendor Hosted Solution
(Vendors whose product has a status of FedRamp or StateRAMP Ready or Authorized do not complete C-2.5.)

TOPIC 18 - HOSTED SYSTEM

Describe the service model being offered.
1. Service is Commercial Off the Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Services (IaaS). Refer to the glossary for definitions.
2. The State requires the service provider to use web services exclusively to Interface with the State of New Hampshire's Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.

It is preferred the service provider's relevant Data Center(s) are certified to the Federal Information Security Management Act (FISMA) level 3 ATO4 and/or Federal Risk and Authorization Management Program (FedRAMP) CSP5, and have independent annual SOC 2 Type 2 audits performed.
3. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.
4. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to

    a.   Data storage, data encryption, data destruction, data location, data handling,

    b.   business continuity and disaster recovery plan;

    c.   Security incident or Data Breach notification;

    d.   change control; and

    e.   maintenance, patching and upgrades.

5. Describe how the service provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet based Hosting.

6. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this RFP.

7. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a Service Level Agreement (SLA) which will be developed and agreed to in the Contract phase. The State also requires the service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

TOPIC 19 - BACKUP AND RECOVERY

The State seeks a sound Backup and Recovery provision as part of the Solution.

1. Describe the tools used for Backup and Recovery of Applications and Data.

2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.

3. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

    a.   Use of and method for logging and journaling;

    b.   Single points of failure and recommended approaches for their elimination;

    c.   Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.

4. Explain your high-level methodology for creation of a Disaster Recovery Plan.

5. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

6. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.

7. Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?

TOPIC 20 - ASSURANCE OF BUSINESS CONTINUITY

The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

1. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.
2. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

TOPIC 21 - SUPPORT AND MAINTENANCE FOR VENDOR HOSTED SYSTEM

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.

1. Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs Email, access to technical support staff.
3. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.
4. Describe any particular procedures required to handle escalation and emergency calls.
5. Detail the types and frequency of support tasks required.
6. Describe any different levels and or models of support and maintenance that you provide.
7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
   a. mean time between Reported Deficiencies with the Software;
   b. diagnosis of the root cause of the problem; and
   c. identification of repeat calls or repeat Software problems.
8. For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
   a. nature of the Deficiency;
   b. current status of the Deficiency;
   c. action plans, dates, and times;
   d. expected and actual completion time;
   e. Deficiency resolution information;
   f. Resolved by;
   g. Identifying number i.e. work order number; and
   h. Issue identified by.
9. Describe how the State will be informed of emergency maintenance or system outages?
10. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for Operating Systems, Databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.

C-2.6   Ongoing Operations For State Hosted Solution
TOPIC 22 - SUPPORT AND MAINTENANCE FOR STATE HOSTED SYSTEMS

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.

1. Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
2. Describe the Database support requirements.
3. Describe how support and maintenance issues are tracked and prioritized detailing methodology and if any additional Software is required. For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
   a. nature of the Deficiency;
   b. current status of the Deficiency;
   c. action plans, dates, and times;
   d. expected and actual completion time;
   e. Deficiency resolution information;
   f. Resolved by;
   g. Identifying number i.e. work order number; and
   h. Issue identified by.
4. Describe any procedures required to handle escalation and emergency calls. Describe how the Vendor will work with the State to identify and troubleshoot large-scale System failures. Describe the Vendor's Change Management policy for notification and tracking of change requests as well as critical outages.
5. Detail the types and frequency of scheduled support and maintenance tasks required.
6. Describe any different levels and or models of support and maintenance that you provide.
7. Describe how you will enable the State to deploy the selected managed service for endpoint detection and response within the State Hosted Server Environment.

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APPENDIX D: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

D-1.   Vendor Qualifications

Vendor qualifications are important factors in selecting Software and accompanying Implementation and Support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.

This Appendix identifies specific information that must be submitted with your Proposal.

D-2.   Required Information on Corporate Qualifications

Describe the major business areas of the firm and length of time in business. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

D-2.1. Financial Strength

Provide at least <u>one</u> of the following:

- a. The current Dunn & Bradstreet Report on the firm;
- b. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement;
- c. The firm's most recent income tax return.

D-2.2. Litigation

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

D-2.3. Prior Project Descriptions

Provide descriptions of no more than Two (2) similar POST projects completed in the last Five (5) years. Each project description should include:

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

D-2.4. Subcontractor Information

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

a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
b. A high-level description of the Subcontractor's organization and staff size;
c. Discussion of the Subcontractor's experience with this type of Project;
d. Resumes of key personnel proposed to work on the Project;
e. Two references from companies or organizations where they performed similar services (if requested by the State); and
f. Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

Subcontractors who provide solutions must meet all technical requirements defined in Appendix B.

D-3.   Team Organization and Designation of Key Vendor Staff

a. Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.
b. Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

> Not applicable

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

D-3.1   Candidates for Project Manager and Key Vendor Staff Roles

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

For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three (3) pages in length addressing the following:

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

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APPENDIX E: PRICING

E-1.   Pricing

Vendor's Price Proposal must be based on the worksheets formatted as described in this Appendix.

The Vendor must assume all reasonable travel and related expenses. All labor rates will be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

E-1.1. Activities / Deliverables / Milestones Pricing

The Vendor must include the IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table E-1.1.

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Software Configuration Plan	Written		
8	Systems Interface Plan and Design/Capability	Written		
9	Testing Plan	Written		
10	Data Conversion Plan and Design	Written		
11	Deployment Plan	Written		
12	Comprehensive Training Plan and Curriculum	Written		
13	End User Support Plan	Written		
14	Business Continuity Plan	Written		
15	Documentation of Operational Procedures	Written		
INSTALLATION				
16	Provide Software Licenses if needed	Written		

17	Provide Fully Tested Data Conversion Software	Software		
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
19	Conduct Integration Testing	Non-Software		
20	Conduct User Acceptance Testing	Non-Software		
21	Perform Production Tests	Non-Software		
22	Test In-Bound and Out-Bound Interfaces	Software		
23	Conduct System Performance (Load/Stress) Testing	Non-Software		
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
SYSTEM DEPLOYMENT				
25	Converted Data Loaded into Production Environment	Software		
26	Provide Tools for Backup and Recovery of all Applications and Data	Software		
27	Conduct Training	Non-Software		
28	Cutover to New Software	Non-Software		
29	Provide Documentation	Written		
30	Execute Security Plan	Non-Software		
ONGOING OPERATIONS – DETAILED IN PRICING TABLES BELOW				
31	Conduct Project Exit Meeting	Non-Software		
			Total	

E-1.2. Hardware Pricing

Please utilize the following table to detail the required hardware pricing associated with your Proposal.

Table E-1.2.

HARDWARE PRICING WORKSHEET		
	HARDWARE ITEM	**ONE TIME PRICE**
1		
2		
3		
	Total	

NOTE to Vendor: **Key Assumption(s):** Vendors should add/use a separate row for each hardware item proposed.

E-1.3. Software License Pricing

Please utilize the following table to detail the required Software price associated with your Proposal.

Table E-1.3.

	SOFTWARE LICENSE PRICING WORKSHEET	
	SOFTWARE ITEM	**INITIAL PRICE**
1		
2		
3		
	Total	

NOTE to Vendor: **Key Assumption(s):** Vendors should add/use a separate row for each Software License item proposed.

E-1.4. Software Operations, Maintenance and Support Pricing

Please utilize the following table to provide a detailed listing of the annual operational prices of each Software product that is part of your Proposal, including operations, maintenance and support. This should not include the initial price identified in the Software License Pricing Table listed above.

Table E-1.4.

SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET					
SOFTWARE NAME	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
					N/A
					N/A
					N/A
Total					N/A

NOTE to Vendor: **Key Assumption(s):** Vendors should add/use a separate row for each Software package proposed that requires annual support prices.

E-1.5. Hosting Pricing

Please utilize the following table to provide a detailed listing of the annual Hosting prices of the full Application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, Data Storage Fees, Upload/Download Fees etc.

Table E-1.5.

HOSTING DETAIL PRICING WORKSHEET					
HOSTING DESCRIPTION	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**

					N/A
					N/A
					N/A
Total					N/A

NOTE to Vendor: **Key Assumption(s):** Vendors should add/use a separate row for each Hosting item proposed.

E-1.6. Other Pricing

If other prices exist but were not handled in the above Pricing Table Worksheets, please utilize the following table to provide a detailed itemization of any additional price.

Table E-1.6.

OTHER PRICING WORKSHEET					
OTHER PRICE DESCRIPTION	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
					N/A
					N/A
					N/A
Total					N/A

NOTE to Vendor: **Key Assumption(s):** Vendors should add/use a separate row for each other price item proposed.

E-1.7. Implementation Pricing Summary

Please utilize the following table to summarize all Implementation prices associated with your Proposal.

Table E-1.7.

IMPLEMENTATION PRICING SUMMARY WORKSHEET		
Pricing TABLE #	**PRICE TYPE**	**TOTAL PRICE**
1	**Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)**	
2	**Hardware Pricing (Total from Hardware Pricing Worksheet)**	
3	**Software License Pricing (Total from Software License Pricing Worksheet)**	
4	**Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)**	

5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)		
6	Other Pricing (Total from Other Pricing Worksheet)		
	Grand Total		

E-2. Additional Pricing Reference

Tables E-2.1 through E-2.2 include information for reference purposes only and will not be taken into account in determining the Price Proposal score.

E-2.1 Vendor Staff, Resource Hours and Rates

Use the Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals who will be assigned to the Project, hours and applicable rates. Information is required by stage. Names must be provided for individuals designated for key roles, but titles are sufficient for others.

Table E-2.1

Vendor Role	Name	Planning and Project Management	Installation and Testing	System Deployment	Ongoing Operations	Hourly Rate	Hours X Rate
Project Manager							
Position #1							
Position #2							
Position #3							
TOTALS							

NOTE to Vendor: **Key Assumption(s):** Denote key roles by adding "(key)" to the 'Vendor Role' column. Add as many rows as necessary to complete the full proposed team.

E-2.2 Future Vendor Rates

The State may request additional services from the selected Vendor and require rates in the event that additional services are required. The following format must be used to provide this information.

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

Table E-2.2

FUTURE VENDOR RATES PRICING WORKSHEET

VENDOR ROLE	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>
Project Manager					
Position 1					
Position 2					
etc.					
Total					

NOTE to Vendor: **Key Assumption(s):** Denote key roles by adding "(key)" to the 'Vendor Role' column. Add as many rows as necessary to complete the full proposed team.

Remainder of this page intentionally left blank.

APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

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

F-1.   Technical Architecture

Components of the State's technical architecture include:

F-1.1. State Network Environment

The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area Networks using various technologies including Carrier Ethernet Services (CES), Microwave Wireless and Virtual Private Networks (VPN) Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core Network location in Concord to facilitate access to Email, the Internet, and the State's financial Applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own Networks, out-source the support, or use the resources of another agency.

F-1.2. Internet Access

The State of New Hampshire has purchased through American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

F-1.3. VMware

The State uses VMware for Windows Server virtualization and virtual hosts are deployed at two separate State campus sites. VMware provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMware automatically fails over all of the virtual Servers on that host to another host. 'The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

F-1.4. Oracle

For the State's Oracle enterprise systems, an Oracle/Linux solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC Networker and Data Domain backup solution. Data Domain is also employed to meet the backup requirements within OVM.

F-2.   Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible,

promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

F-2.1. Security

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

Remainder of this page intentionally left blank.

APPENDIX G: TERMS AND DEFINITIONS

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

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
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), 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 Vendor during the contract term.
Data Breach	"Data Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
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, agreement or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
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 an Acceptance Letter.
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., ne, 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.
POST	Peace Officer Standards & Training = New Hampshire Police Standards & Training
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	"Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.

Software	All Custom, SAAS and/or COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	A proposed set of Software and Services addressing the requirements and terms of a Request for Proposal.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Vendor/Contracted Vendor	The company whose Proposal or quote was awarded a Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty Period	A period of coverage during which the Vendor 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.

Remainder of this page intentionally left blank.

APPENDIX H: P-37 STATE OF NEW HAMPSHIRE GENERAL PROVISIONS AND EXHIBITS

FORM NUMBER P-37 (version 2/23/2023)

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

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name	1.2 State Agency Address	
1.3 Contractor Name	1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
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: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT   PRICE/PRICE   LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 The State's liability under this Agreement shall be limited to monetary edits 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

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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 daEdits 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.

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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, daEdits, 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 daEdit, 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 daEdit, 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.

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

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

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

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BUSINESS REQUIREMENTS					
State Requirements				**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
Overall Functionality					
0.1	Track all training to include but not limited to mandatory, in-service, and academies	M			
0.2	Course Mapping/Pre-Approvals for required training	M			
0.3	Ability to designate an agency's approving training supervisor	M			
0.4	Upload external certificates - approved by agency	M			
0.5	Provide completion certificates for all training	M			
0.6	Limit submitted report visibility based on role permissions (misconduct)	M			
0.7	Tag profiles based on employment actions (decert, misconduct)	M			
0.8	Agency-produced training output reports	M			
0.9	Create users based on Report Form submission (New Hire)	M			
0.10	All reports point to mentioned user(s) which appear in user profile; visibility will be based on security context	M			
0.11	All reports point to mentioned agencies(s) which appear in an organizational profile; visibility will be based on security context	M			
0.12	Cloning function in general - certificates, courses, course sessions, etc.	M			
0.13	Self-registration portal - external users for training and report submission	M			
0.14	Assign specific role/permission based on agency context and or report/workflows requirements	M			
0.15	Ability to assign multiple reviewers to reports/workflows	M			
0.16	Ability to change user's agency context (if employed by multiple agencies)	M			
0.17	Depending on defined roles, control specific reports and user information that users can view, edit, share etc.	M			
0.18	Define multiple agency employment records	M			
0.19	Assign instructor expiration dates based on end of year - automated emails etc.	M			
0.20	Ability for agency training officers to assign employees to training	M			
0.21	POST users' ability to work inside of a Sandbox(s) environment	M			
0.22	Produce and send announcements, information etc. to all users	M			
0.23	Central location for past announcements/list - dashboard	M			

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0.24	Global emails/ announcements sent based on one or more user roles/tags	M			
0.25	During system set up, Vendor provides required fields for POST population	M			
0.26	Email notification of status changes pertaining to report/workflows/training statuses	M			
0.27	POST Training - PDF how tos, live training, video clips, interactive video	M			
0.28	Agency Training PDF how tos, live training, video clips, interactive video	M			
0.29	Dedicated case file / internal affairs module	M			
0.30	Upload various document types to case file or input report	M			
0.31	Export reports – based on given time frames and or custom time frame	M			
1:00	*User Information*				
1.1	Add and Edit User Records	M			
1.2	View/edit role permissions for User Information fields	M			
1.3	Duplicate Checking Prior to Addition of a User Record	M			
1.4	Duplicate User Search and Merge Functionality	P			
1.5	Mark Possible Duplicate User Search Results as Unique	P			
1.6	Store All Employment Records	M			
1.7	Track Employment, Title/Rank, Status	M			
1.8	Maintain Employment History	M			
1.9	Hide/Show Employment History Permissions	M			
1.10	Gender, Date of Birth part of User Record	M			
1.11	Maintain Legally Defensible Training Records	M			
1.12	Issue and Track Certifications with Status	M			
1.13	Print Certifications, Officer/Agency/POST	M			
1.14	Email Certificates to Officer/Agency	M			
1.15	Renew Certifications	M			
1.16	Include Comments upon Certification Issuance	M			
1.17	Maintain Contact Information for Agencies by POST	P			
1.18	Contact Information For Users and Agency	P			
1.19	Select Custom Gender Identify Values	P			
1.20	Maintain Emergency Contact Information Officer/Agency	P			
1.21	Education Level	M			
1.22	Show Military Experience	M			
1.23	Track Education and/or Military Experience	M			
1.24	Add Profile Pictures to User Record	P			
1.25	Securely Track Personally Identifiable Information (SSN, DOB, EEOC, Blood Type, Gender, etc.)	M			

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1.26	Maintain searchable alternative name list, associate with PSTC ID	M			
1.27	Flag User Records	M			
1.28	Define and Track User-Defined Fields	M			
1.29	User Search by Custom-Defined Fields	M			
1.30	User Search via any name field (first, last, alternative), DOB, PSTC ID,	M			
1.31	User Search by Email Address	M			
1.32	Designate Users as Instructors	M			
1.33	Search for Instructors	M			
1.34	Roster Full Name Searching, with Status Filter	M			
1.35	View All Employment Details Report	M			
1.36	Define and Track User-Defined Fields for Instructors	M			
1.37	Include Supervisor User Type(s) as CC/BCC Recipients on Additional Automated Email Notifications	P			
2.00.	*Agency and POST Information.*				
2.1	Organization Relationship/Hierarchy	M			
2.2	Ability to Flag and Categorize Organizations	P			
2.3	Track Organization POST Mandated Reporting	P			
2.4	Track Organization Non-Mandated Reporting	P			
2.5	Link to Organization/Sub-Organization on Organization Record	M			
2.6	Set Due Dates for Training Requirements	P			
2.7	Active Employee Roster Report	P			
2.8	User Training History Report	M			
2.9	Organization Search and Merge Functionality	M			
2.10	View Employment Actions and Status Relating to Separation	P			
2.11	List Separation Reason and Details (see Forms)	M			
2.12	Prevent Employment Separation Action when Adding Duty Assignments	O			
2.13	Permission to View Employment Separation Action, Reason and Details	M			
2.14	Import Wizard Support for Employment Separation Action Reasons and Details	O			
2.15	View Employment Details	M			
2.16	Define and Track User-Defined Fields for Organizations	P			
2.17	Add Job Types with Training Requirements	P			
2.18	Import Schedulable Activities on a Class Template	P			
2.19	Edit Observed Assessments including Timed, Numeric, Firearms, Pass/Fail, Percentage, Scored and Pass/Fail Checklist Assessment Types	M			

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2.20	Copy an Existing Activity Record to a New Class/Class Template	M			
2.21	Define Class/Session Dates	M			
2.22	Add and Edit Training Locations	M			
2.23	Auto-Generate or Manually Assign Class Names	P			
2.24	Assign Staff with Specific Types in Classes	P			
2.25	Send Email to Students in Staff Assigned Classes through the Interface	P			
2.26	Enroll Student(s) Directly into Classes, Supervisor	M			
2.27	Import Student(s) Directly into Classes (CSV, XLSX)	P			
2.28	Print and Email Student Attendance Summary	P			
2.29	Record Assessment Scores including Retests, Observers, and Comments via Import	P			
2.30	Record Assessment Scores including Retests, Observers, and Comments Manually	P			
2.31	Assessment Performance Reports (Student and/or Class)	M			
2.32	Track Student Completion Status	M			
2.33	Define and Record Class Attendance, including Make-Ups	M			
2.34	Confer Certifications for Students upon Class Completion	M			
2.35	Create/Confer/Print Custom Student Certificates	M			
2.36	Create/Print Student Transcripts	M			
2.37	Support for Class Certificate when Importing Class Templates and Classes	M			
2.38	Create/Confer Student Awards from Training Class	P			
2.39	Edit Student Departures with Action, Reason, and Reason Details	P			
2.40	Record and Edit Training Events, including Student Rosters and Associated Documentation	M			
2.41	Import and Display Student Grade and Pass/Fail Status	M			
2.42	Specify Available Training Category Selections when Reporting Completed Training	M			
2.43	Monitor Review of Current and Upcoming Class/Academy Activity	M			
2.44	See Planned Events	M			
2.45	Completed Training Monitor with Filters to Show Completion Summary, by Training Type	M			
2.46	Custom Gender Identity Values on Departure Reports	P			
2.47	Class Date-Based Automated Emails	P			
2.48	Edit Class Automated Emails	P			
2.49	Search for Completed Training, by Person	M			
2.50	Sortable List of Programs Page and Quick Search Option	M			

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2.51	Submit Both Scored and Pass/Fail Checklist Assessment Results in the Interface	P			
2.52	Unified Access to all Class Override Options for Eligible Automated Email Templates	M			
3.00	***Output Reports***				
	Custom Report Designer	M			
3.2	Add or List Custom Reports	M			
3.3	Report viewing/downloading/creating/editing role and agency context based	M			
3.4	All Data Field scan be formatted in Exports and Visual Lists	M			
3.5	Training Distribution lists	M			
3.6	Fulfill Personally Identifiable Information (PII) Requests	M			
3.7	Search and Export Tools for Multiple Record Types	M			
3.8	Audit Trail Report	M			
3.9	Roles Capability Report for Interface Contexts	M			
3.10	Roles Capability Report for Forms	M			
3.11	Usage Statistics	M			
3.12	Training Hours Report	M			
3.13	Missed Training by Training Category Report	M			
3.14	Check Hours Training Report	M			
3.15	Employment Separation Statistics Report	M			
3.16	Employment Separations by Gender and EEOC Category Report	M			
3.17	Draft Edited Custom Report Templates with Version Support	M			
3.18	Support for Boolean Fields when Designing Custom Reports	M			
3.19	Include User current employing agency(s) and custom fields on Custom Reports	M			
3.20	Support for Military Service Data in Custom Reports	P			
4.00	***Administration***				
4.1	High Security System Framework (NH DoIT Compliant)	M			
4.2	User Alerts when Using Invalid Links	M			
4.3	Report a User to the National Decertification Index	M			
4.4	Batch-Import Options for Updates	P			
4.5	Define Multiple User Roles with Separate Read/Add/Edit/Delete Permissions	M			
4.6	Assign Multiple User Roles in Context of Agency	M			
4.7	Login Page Redirect Options	P			
4.8	Specify New User Required Enrollment/Registration based on user type (LEO, LEA user, or other)	M			
4.9	Specify Permission to Control Class/Session Edits	M			

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4.10	Administrator Access Setting to Determine Roles to Assign a User	M			
4.11	Create or Edit Workflows for each Form	M			
4.12	Create Workflow Templates to apply to Forms	M			
4.13	Create Workflow Templates to Process Class Template Tasks	M			
4.14	Change Order of Tasks in a Workflow associated with a Form	M			
4.15	Workflow Tasks Monitor with Filters	M			
4.16	Assign/Reassign a Workflow Tasks based upon role permissions	M			
4.17	Monitor Status of All Workflows for a User	M			
4.18	Monitor Workflows with User Status, Agency filers	M			
4.19	Unworkable Tasks Workflow Alerts/List	M			
4.20	Assume Workflow Tasks with an assigned role permission	M			
4.21	Acknowledgement of RSA 641:3 Unsworn Falsification to Submit a Form	M			
4.22	Automated Emails for Due/Overdue Workflow Tasks	P			
4.23	Show current Workflow Task Status	P			
4.24	Re-assign Workflow Task Assignment via role permission on Form	M			
4.25	Save Current Location when Pinning Workflow Task	P			
4.26	Create/send email to reviewer or submitter via Form page	P			
4.27	Copy Workflow from a Form to another Form	M			
4.28	Add Workflows Category to a Workflow Category Template	P			
4.29	Assign Category Workflow Template to Multiple Templates	P			
4.30	Add Workflow Category Quick Links in Workflow Tasks	P			
4.31	Assign/Reassign Workflow Task to a Specific Person	M			
4.32	Assign and Remove a User or role from a Workflow Type	M			
4.33	Assign Observers to a Workflow Task	M			
4.34	List Form next step in Workflow on Agency Supervisor dashboard	P			
4.35	List Form next step in Workflow on user(s) dashboard	P			
4.36	Start User Workflows from the Interface	P			
4.37	Start and Track User Workflow by the User	P			
4.38	Specify Workflows information in Reports	M			
4.39	Filter and Inactivate Custom Report Templates	M			
4.40	Reassign Workflow Tasks to an agency context role	M			
4.41	Assign User Workflow Tasks to the Subject and User Who Starts a Workflow	M			
4.42	Create Agency Based Workflows	P			
4.43	Designate Alternate Workflow Task Assignees	P			

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4.44	Display Name of User Assigned to Workflow Tasks in Workflow Task Monitors to identify task assignees for progress checks and Follow-up actions	M			
4.45	Filter Workflow Task Monitor by Assignee	M			
4.46	Start a Workflow when Submitting a Form	M			
4.47	Import Staff Assignments	P			
4.48	Designate Student Group(s) on Staff Assignments	P			
4.49	View List of Staff Workflow Assignments	M			
4.50	View Task Assignments on Workflow Categories and the Workflow Monitor	M			
4.51	Create and Start a Workflow Template for User Records	M			
4.52	Overview Training Events Interface	M			
4.53	Training Distribution Tile to View Class and Graduated Student data	M			
4.54	Search for Agencies	P			
4.55	Flags Monitor Interface	M			
4.56	Certificate Printing Template	P			
4.57	Workflow can Preview/Edit User, Employment or other areas before automatic entry	M			
4.58	Use Existing Workflow Category and Activity Documents as Workflow Reference	P			
4.59	Edit User Record from a Training Class/Session Roster	M			
4.60	Use Training Categories for Training by User Searches	M			
4.61	Automated Category Status Change Workflow Task	M			
4.62	Create a Form in Draft as a Workflow Task Status	M			
4.63	View Form Data Using a Custom Output Format	M			
4.64	Automated Email for Workflow Task Assignments	M			
4.65	Automated Notification Email and Rejection Options for Processed Workflow Tasks	M			
4.66	Display Workflow Tasks by Assigned Workflow Type	M			
4.67	Email Notification for System User Access	M			
4.68	Auto-Lock Inactive User Accounts based on User Type	P			
4.69	Automated Security Notifications	M			
4.70	Customizable Password Rules	M			
4.71	Single Sign-On Using Active Directory and SAML 2.0 Tokens	P			
4.72	Prevent Reuse of Usernames and Emails	M			
4.73	Set the Default Sign-in Page for User Types	M			
4.74	Data Partitioning to Logically Segment Records by User	M			
4.75	Customizable Dashboard Views	M			
4.76	System Health Monitor to Review Nightly System Processes	M			
4.77	User-defined Automated Email Notifications	M			

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4.78	Import Wizard to Easily Add Data	P			
4.79	Search for Inactive People	M			
4.80	Education, Military, and Language Fields on Forms	P			
4.81	Import Wizard for Automatic Imports	P			
4.82	Import Documents from Forms	M			
4.83	Audit Trail Report of User Data	M			
4.84	Access to specific Forms by Role Permissions	M			
4.85	Preview Form Data in Custom View Layout Prior to Workflow Task Submission	M			
4.86	Create and Save Reusable Import Templates	M			
4.87	Label Management (define terminology in user interface)	P			
4.88	API Access to Saved Advanced Data Exports	P			
4.89	API Access to External Systems	P			
4.90	Support for FEMA FRTS in Data Services API Access	P			
4.91	View/Hide User Interface Access Permissions	M			
4.92	Interface Users to Edit Personal Information on Behalf of Workforce Personnel	M			
4.93	Support for Two-Factor Authentication	P			
4.94	User-Defined Fields for Reports	M			
4.95	Import Numeric Assessment Results	M			
4.96	Using Workflow Tasks to Automatically Add/Remove User or Organization Flags	M			
4.97	Current Workflow Tasks Status Filters	M			
4.98	Set Permission to View Employment Separation Details in User Interface	M			
4.99	Import Using Microsoft® Excel® Data Files	M			
4.100	Edit Assigned Workflow Task Properties and View the Task Edit History	M			
4.101	Export FEMA FRTS Data as XML from Class and Online Event Rosters and Criteria to Identify Assessments for Export	M			
5.00	*Compliance*				
5.1	Certify Personnel, Organizations, and Inventory	P			
5.2	Create Certifications which are Non-Expiring, Expiring Based upon Predefined Timeframes, or Expiring Based upon Employment Criteria	M			
5.3	Edit the Certificate Printing Template for a Certification	M			
5.4	Assign Job Types to a User Record	P			
5.5	Assign Job Types from User Search Results	P			
5.6	Issue Certification when Completing Training/Job Attainment Requirements	M			
5.7	Access the Compliance Monitor in the User Interface	M			

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5.8	Compliance Monitor Data Partitioning Support	M			
5.9	Authorized Users to Access Only Specific Certifications	M			
5.10	Audit User Submitted Certification Issuance Applications	P			
5.11	Export User Compliance Audit Results	M			
5.12	Data Partitioning Support on the Review Pending Application Audits Pages	P			
5.13	Track Multiple Dimensions of Compliance (e.g., training, age, documents, skills, certifications, and custom attributes)	P			
5.14	Send Class Type Certifications Automated Email	M			
5.15	Automated Email Notification When an Audited Certification Application is Rejected	P			
5.16	Specify Certification Type(s) Available via Public Certification Requests	P			
5.17	View Reusable Certification Requirements, Registration Prerequisites, and Conduct and Performance Items	M			
5.18	Define and Edit Custom Certification Status Values	M			
5.19	Available Fields for Certification ID Tracking	M			
5.20	Automatic Renewals based on Auto-Fulfilling Requirements	P			
5.21	Retroactively Auto-Renew Certifications	P			
5.22	Certification Auto-Renewal Exceptions Dashboard	P			
5.23	Maintain Compliance History (all changes)	M			
5.24	Compliance Monitor to Identify Upcoming and Recent Expirations	M			
5.25	Multiple, Automatic Notifications via email for Upcoming Expirations	M			
5.26	View Roster of People based on Requirement Display Settings	M			
5.27	Use Year or Class Session End Date for Auto-Renewing Certifications	P			
5.28	Automatically Start a Workflow Interface for Submitted Certification Application Audits	P			
6.00	*Training Management System (TMS)*				
6.1	Supports SCORM (1.2 and 2004 r4) Compliant Content Created Using Popular Industry-standard 3rd Party Content Authoring Tools	M			
6.2	Supports Aviation Industry Computer-Based Training Committee (AICC)-Compliant Online Content with the LMS	M			
6.3	Maintain Online Course Library	M			
6.4	View and Edit Customizable Online Content Page with Details About Files in the Course Library	M			
6.5	Prevent Upload of SCORM Package Content Elements, by file type	M			
6.6	Provide Online Event Descriptive Information to Assigned Learners	M			

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6.7	Add/Edit a Graphic Edit for an Online Event	M			
6.8	Add Discussions to Classes and Activities	M			
6.9	Discussion Content Notification	M			
6.10	Discussion Forum Listing and Metrics	M			
6.11	Add Documents to Discussions	M			
6.12	Email Discussion Forum Activity	M			
6.13	Search for and Filter Students in an Online Event Roster	M			
6.14	Create Blended Training Classes	M			
6.15	Add Online Assessments to Online Events	M			
6.16	Edit Online Training Event Credit Hours	M			
6.17	Assign Training by Organization, Job Type, Certification	P			
6.18	Online Event Dashboard for Students	M			
6.19	Self-Registration for Online Training Events	M			
6.20	Department Training Coordinators to Register Others	M			
6.21	Online Event Automated Email Notifications	M			
6.22	Send Online Event Completion Automated Email for Successful Retakes	M			
6.23	Filters for Students on the Online Event Record	M			
6.24	User Defined Fields for Online Events	M			
6.25	Automated Email Notification when Student is Assigned an Online Training Event; or change of status	M			
6.26	Provide Students with Anytime, Anywhere Access to Online Training Events via Modern Browsers	M			
6.27	Bookmark Online Content Allowing Student to Resume Where They Left Off	M			
6.28	Automatically Track Online Training Event Completion Metrics and Grades on Course Dashboard and Student Record	M			
6.29	Automatically Confer or Renew Certifications onto Student Record	M			
6.30	Online Training Event Administration Dashboard	M			
6.31	Updates to the Add Online Training Page on the Class Template/Class Record	M			
7.00	*Live and Blended Course Scheduling*				
7.1	Leverages Existing Curriculum to Build Class Schedules	M			
7.2	Supports Complex, Multi-week Training Programs	M			
7.3	Schedule Template Import and Export	P			
7.4	Define and Edit Non-Training Days (i.e., holidays and weekends)	P			
7.5	Go to Specific Date on a Calendar Overview	M			
7.6	Define Training Facilities, Resources, and Equipment	P			

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7.7	Display a List of Current Classes and Sessions with Facility Assignments for the Selected Dates and Times	M			
7.8	Display Conflicts and Availability on Facility Assignment by Class Page	P			
7.9	Define Instructor, Class, Facility and Equipment Availability Profiles	P			
7.10	Group Scheduled Facilities and Equipment by Date/Time and Class/Activity in a Scheduled Equipment Report	P			
7.11	Display Training and Planned Events on a Public Calendar	P			
7.12	Enrolled Students to Print their Class Schedules from the User Interface	P			
7.13	Define Resource Assignment Rules for Segments of Instruction (Instructor, Facility, Equipment)	P			
7.14	Enter/View Planned Event Attendee Count	P			
7.15	Drag and Drop Segments on the Schedule Template/Class Schedule	P			
7.16	Require Multiple Certifications in Personnel Scheduling Rules	P			
7.17	One-click Automated Class Creation based on Business Rules	P			
7.18	Automatically Schedule Instructors, Facilities, and Equipment	P			
7.19	Automated Conflict Avoidance and Alerts	P			
7.20	Filter and View Free/Busy Overview by Resource/Asset	M			
7.21	Resolve Scheduling Conflicts	M			
7.22	Assign Planned Event Coordinator	M			
7.23	Filter the Free/Busy Overview	M			
7.24	Monthly View of Free/Busy Overview	M			
7.25	Create and Print Class Schedules in Multiple Formats	P			
7.26	Daily Class Schedule Report in and Instructor Interface	P			
7.27	Fulfill Resource Categories in Event Requests	P			
7.28	Interactive Scheduling Resource Free/Busy Overview	P			
7.29	Full Support for Keyboard Commands when Working with Class Schedules/Schedule Templates	P			
7.30	Directly Access Class Schedules from Schedule Overview	M			
7.31	Add Resource Request(s) to a Planned Event	P			
7.32	Cancel and Delete Any Event	M			
7.33	Add Instructional Documentation and Notes for Planned Events	M			
7.34	View Availability of Any Event Resource	P			
7.35	Schedule or Cancel Planned Event Resource Assignments	P			
7.36	Manually Change Date/Time for Planned Event Resource Requests	P			
7.37	Release Bulk Resources Global Presence	P			
7.38	Exchange Integration Settings in Global Preferences	P			

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7.39	Management of Scheduling Resource Categories	P			
8.00	*Course Registration*				
8.1	Easily Add Registration Profile to Class Templates and Classes	M			
8.2	Configure, Edit, and Track Prerequisites (including auto-fulfilling prerequisites)	M			
8.3	Edit User Interface Registration Prerequisite Fulfillment	M			
8.4	Define Available Number of Seats	M			
8.5	Define Registration Open/Close Dates	M			
8.6	Enable/Disable Student Self-Registration	M			
8.7	Enable/Disable Agency Designate to Register their Employees	M			
8.8	Submit Multiple Registrations at One Time	M			
8.9	Utilize Registration or Enrollment User Designated Fields for Customizing Registration Information	M			
8.10	Publish Class Information including Open/Close Dates, Class Information, Seats, Reporting Instructions, and Cost	M			
8.11	Edit Registration, Enrollment, Waitlist, Transfers, Denials, and Cancellations	M			
8.12	Create and Maintain a Custom list of Registration Cancellation Reasons	M			
8.13	Edit Waitlists and Student Preferences (e.g., specific class requested, earliest available, etc.)	M			
8.14	Transfer Registered or Waitlisted Students	M			
8.15	Replace an Agency Student Registration with Another Student from the List of Personnel	M			
8.16	Set a Maximum Waitlist Count per Class	M			
8.17	Replace Registered/Enrolled Students with Agency Waitlisted or Any Eligible Students	M			
8.18	Search List of Available Training with Filters	M			
8.19	Set Maximum Number of Active Enrollment Requests per Student per Program	M			
8.20	Auto-Register from Waitlist	M			
8.21	Add Students Directly to Waitlist when Open Seats are Available	M			
8.22	Automatically Email Students when Registration Status Changes	M			
8.23	Automatically Email Training Coordinators when a New Class is Published	M			
8.24	Include Training Location in Enrollment Confirmation Automated Email	M			
8.25	Add Comments to a Student's Registration Record	M			
8.26	Add Custom Tracking Status Values to a Student's Registration Record	M			

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8.27	Display Training Hours and Program Category Filter in the List of Available Training	M			
8.28	Provide Summary of Enrollment Requests by Program, Class, Sending Organization, and Student Registration Status.	M			
8.29	Auto-Enroll Students when all Prerequisites are Auto-Fulfilled	M			
8.30	Registrations Monitor (fill rates, available seats, waitlists)	M			
8.31	Filter Registrations Monitor by Preset Timeframe, Custom Date Range, and/or Program	M			
8.32	Filter Registration Enrollment Requests	M			
8.33	Aggregate All Pending Pre-Enrollment Requests	M			
8.34	Configure Registration Preferences	M			
8.35	Search for and Export Student Registration Records	M			
9.00	LMS (Online) Registration				
9.1	Publish Classes to Online Registration with Dates/Locations	M			
9.2	Publish Classes for Public View (no login required)	M			
9.3	Highlight New Training Events Added Within Last 30 Days	M			
9.4	Limit Enrollment Viewing/Changes to Active Employees	M			
9.5	Require Prerequisite Fulfillment before Registration Submission	M			
9.6	Students to Self-Register	M			
9.7	Agency Designates to Register Employees in their Workflows	M			
9.8	Register for Instructor-Led and Online Events	M			
9.9	Filter List of Available Training by Program, Timeframe, Status, and/or Location	M			
9.10	View Class Dates and Information, Reporting Instructions, Course Documents, Location, and Cost	M			
9.11	View Available Seats and Last Date for Registration	M			
9.12	View Status of Registration Requests	M			
9.13	Display All Training Registrations on the User's Home Page	M			
9.14	Edit Registration Submissions and Cancelations	M			
10.00	Assessments and Online Testing				
10.1	Create Question Bank	M			
10.2	Easily Import Existing Questions using CSV and/or Microsoft Excel® Format	P			
10.3	Multiple Question Types: True/False, Yes/No, Multi-Choice/Single Answer Choice, Fill-in-the-Blank	P			
10.4	Assign Priority (high/medium/O), Category/Subcategory, Training Program, and Academy Owner to Question Records	P			
10.5	Attach Multimedia (audio/video/graphics) Files to Questions and Distractors	P			
10.6	Import Test Question Media Files (includes Help Text)	P			

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10.7	Search For and Export Unused Written Test Questions	P			
10.8	Provide Feedback for Any/All Answers	P			
10.9	Support for Question Record Versioning	P			
10.10	View Performance Statistics Over the Life of the Question	P			
10.11	Hierarchy system to Tag/Categorize Question	P			
11.00	***Assessment Administration***				
11.1	Assessment Template Creation Wizard	M			
11.2	Single Sign-On (SSO) Support for Mobile Users	M			
11.3	Encryption Support for Local Mobile Data	M			
11.4	Single Sign-On with SAML 2.0 for Mobile	M			
11.5	Specify Custom Question Order or Randomize Question Order per Student	M			
11.6	Define Pre- and Post-Assessment Instructions for Students	M			
11.7	Administer Online Assessments Directly	M			
11.8	Real-Time Grading	M			
11.9	Proctor Monitor to Edit Online Assessment and Assessment Takers	M			
11.10	Anti-Cheating Feature for Online Assessment	M			
11.11	Access Assessment Statistics from the Proctor Monitor	M			
11.12	Support for Multimedia in Online Assessments	M			
11.13	Assessment Results Instantly Populate Class and Student Records	M			
12.00	***Assessment Analysis***				
12.1	Supports Kirkpatrick Level 2 Evaluation (Learning)	P			
12.2	Compare Question Validity Statistics by Class, Student Groups and Historical Question Use	P			
12.3	Statistical Analysis of Tests (real-time and historical)	P			
12.4	Most Credited Question Viewer	P			
12.5	Worst Question by Item Analysis	P			
12.6	Assessment Question Discrimination Index on Question/Answer Analysis by Assessment Report	P			
12.7	Assessment Question Statistics Export	P			
12.8	Student Response Export (for additional statistical analysis)	P			
12.9	Cross-Class Assessment Analysis	P			
12.10	Cross-Class Grade list Export	P			
12.11	Grade list Report with User Preferences	P			
12.12	Missed Learning Objective by Assessment Report	P			
12.13	Missed Learning Objective by Student Report	P			
12.14	Question/Answer Analysis by Assessment Report	P			
12.15	Analysis of Student Responses Report	P			

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12.16	Analysis of Student Performance Report	P			
12.17	Assessment Statistics by Edition Report	P			
12.18	Assessment Statistics by Class Report	P			
12.19	Create/Edit Student Feedback Report	P			
13.00	**Documents**				
13.1	Stores Standard Documents (Microsoft® PowerPoint®, Word®, Excel®, JPEG, PNG, PDF, others)	M			
13.2	Attach Documents to Individual User Records	M			
13.3	Attach Documents to Fulfill Certification Requirements	M			
13.4	Attach Documents to Fulfill Registration Prerequisites	M			
13.5	Attach Documents to Class Templates and Class Records	M			
13.6	Attach Documents to Class Sessions (lesson plans, policies, instructor guides)	M			
13.7	Attach Documents to Training Event Records	M			
13.8	Attach Documents to Organization Records	M			
13.9	Attach Documents to Inventory Resource Records	P			
13.10	Attach Documents to Email Messages	M			
13.11	Attach Documents to Employment Records	M			
13.12	Import Multiple Documents as Attachments	M			
13.13	Restrict Documents with Personally Identifiable Information (i.e., SSN)	P			
13.14	Open Documents in their Native Formats (may require native application be installed on user's workstation)	P			
13.15	Documents Lists with Filters	M			
13.16	Supports Accreditation Audits and Legal Proceedings	M			
14.00	**Inventory**				
14.1	Edit POST Assets	P			
14.2	Customize Specific Inventory Information (e.g., type, serial number, certifications)	P			
14.3	Track Asset Certifications, Expirations, and Inspections	P			
14.4	Assign Inventory to Personnel or Location	P			
14.5	Track Inventory Chain of Custody	P			
14.6	Define Inventory Storage Locations (i.e., motor pool, armory, supply closet)	P			
14.7	Import Inventory Resources	P			
14.8	View/Search Inventory by Organization, Resource, or Chain of Custody Assignment	P			
14.9	Assigned Resources Report Available in the Class Session Record	P			
15.00	**Internal Affairs Case Management**				
15.1	Integrated Case Management Features	M			

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15.2	Search for Case Records by Subject Type and Name, and Related People	M			
15.3	Add Points of Contact to User Type and Case Record	M			
15.4	Add Related People to a Case Record	M			
15.5	Specify an Organization as a Case Subject	M			
15.6	Track Case Management Actions and Documents	M			
15.7	Case Action Log and Summary	M			
15.8	Case Progress Dashboard Interface	M			
15.9	Automated System-Edited Case Actions	M			
15.10	Create and Use Case Workflow Templates	M			
15.11	Start and View Progress of a Case Workflow from the Case Record	M			
15.12	Create and Sequence Searchable Custom Case Type values	M			
15.13	Edit Cases through Permissions at the Case Type Level	M			
15.14	Global Preferences Setting for Case Number Format	M			
15.15	New Cases Indicator on the User Record, POST Level	M			
15.16	Case Status as Customizable List Management Value	M			
15.17	Show Case Counts by Type in Tiles	M			
15.18	New Cases Indicator on the Agency Record, POST Level	M			
16.00	*Surveys not Training related evaluations*				
16.1	Design Custom Surveys Using Likert-Type Scales and Free-Form Text Fields (up to 250 characters)	P			
16.2	Distribute Surveys Through Automated Emails	P			
16.3	Distribute Surveys upon Completion of an Online Assessment	P			
16.4	Distribute Surveys to List of User Search Results	P			
16.5	Define Respondent Groups	P			
16.6	Collect Feedback on Training and Instruction for Continuous Improvement	P			
16.7	Provide Save-as-you-go Support When Designing Survey Templates	P			
16.8	Class Information Field on Surveys	P			
16.9	Hide Unavailable Surveys	P			
16.10	Current Survey Results in Digital and/or Graphic format	P			
16.11	View and Export Survey Current Responses	P			
16.12	View Survey Results Across Classes	P			
16.13	Save Draft Respondents	P			
16.14	Survey Start/End Dates Access	P			
16.15	Filter and Analyze Survey Results	P			
16.16	Print and Save Survey Analysis	P			
17.00	*Interface Framework*				

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17.1	Customer Branding of Login Page (Naming, Logo Upload, and Custom Text Options)	M			
17.2	Edit User Interface Permissions	M			
17.3	Add Custom Text Banner Viewable By Logged-In Users	P			
17.4	Non-LEO Self-Service Account Creation	M			
17.5	User Password Reset Self Service Page	M			
17.6	Single Sign-On Support	M			
17.7	User Search and Export List (see Output Reports)	M			
17.8	Automatic Refresh Status Changes in Training Data	M			
17.9	View My Training	M			
17.10	Workflow Task Monitor	M			
17.11	Control Primary Email Domain Values for User Types	P			
17.12	Self Service Account Creation Approval Query	P			
18.00	*Forms (Input Reports)*				
18.1	Create Online Forms	M			
18.2	Form Creation uses Drag and Drop (Fields, Dropdown Lists)	M			
18.3	Form Fields Store and Save Common Currency, Numeric, Date formats	M			
18.4	Form Fields Store and Save Custom Format inputs (phone, zip codes, PSTC IDs)	M			
18.5	Ability to Add User-Defined Headers, Instructions, Bullets, Separators, Text, Checkboxes, and Dropdown Lists for Standardization of Data Collection	M			
18.6	Ability to Add Standard Data Elements for Collection on a Form	M			
18.7	Submit Form from Workflow Task	M			
18.8	Show Status of Form to Submitter, Agency, POST	M			
18.9	Ability to Send Automatic Email when a Form is Submitted, and or change of status of form	M			
18.10	Non-LEA users can submit specific forms	M			
18.11	Preview Layout and Formatting Prior to Publication	M			
18.12	Review and Export Collected Form Data	M			
18.13	Import Collected Data Mapped Fields	P			
18.14	Form Template Auto Versioning	M			
19.00	*In-Service Reporting*				
19.1	List of Required POST Courses, including Training Event Dates, Hours, Training Category	M			
19.2	Submit Assessment Results via the Interface	M			
19.3	Ability to Attach Documents to Training Event Submission	M			
19.4	Submit Events with Differing Hours per Attendee	M			
19.5	Submit Events with Differing Training Category per Attendee	M			

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19.6	Auto-Approve Training Events	M			
19.7	Administrator Review and Approval of all Submitted Trainings	M			
19.8	Show Primary Employment when Adding Students to Training	M			
19.9	Ability for Submitter to Update/Correct/Re-Submit In-Service Training	M			
19.10	Filter and Select from the List of Personnel when Adding Students to the Deferred Roster	P			
19.11	Creation / Edit Certificates	M			
20.00	**User Interface**				
20.1	View Individual Training History	M			
20.2	Print Individual Training History Report	M			
20.3	View Training Event Details through the User's Home Page	M			
20.4	View and Print Transcripts	M			
20.5	Print Certificates	M			
20.6	View / Print Professional History Report	M			
20.7	Edit Personal Profile Information	M			
20.8	View Employment History	M			
20.9	View Certifications and Expirations	M			
20.10	Print Certificates	M			
20.11	Submit Applications for Certification Renewal	M			
20.12	Launch Online Training Events	M			
20.13	Access Discussion Forums from the User Interface Home Page	P			
21.00	**Agency Employee Context**				
21.1	Submit Employment Updates and Add/Remove Personnel (see Forms)	M			
21.2	Submit Employment Separation Reasons and Details (see Forms)	M			
21.3	Add Employment Separation Reasons and Details in the Workflows Interface (see Forms)	P			
21.4	View Upcoming and Recent Certification Expirations for Employees	P			
21.5	View Certification History for All Employees	M			
21.6	View Employment History for All Employees	P			
21.7	View Training History for All Employees	M			
21.8	View/Print Personnel with Incomplete Training	P			
21.9	View/Print Summary of Completed Training Hours to Ensure Compliance	P			
21.10	Generate Completed Training History Reports for Workflow	M			
21.11	Export All Training Records, with date/category filters	M			
21.12	Export User Compliance Records	P			
21.13	Search for Employees	M			

Contractor Initials_____
Date_____

21.14	Filter Employees by Name, POST ID, Employing Organization, and Other Employment-Based Criteria	M			
21.15	Monitor Certifications and Expirations with Agency Context Permissions	M			
21.16	Edit Employee Certification Applications	P			
21.17	View All Requirement Details in Certification Applications	P			
21.18	Edit Organization Contact Information	M			
21.19	Edit Organization Points of Contact	P			
21.20	View/Update Vehicle Inventory Assets for the Organization	P			
21.21	Initiate and Approve Performance Evaluations	P			
21.22	View Performance Evaluations for All Employees	P			
22.00	*Dashboards*				
22.1	Customizable Dashboard Views	P			
22.2	Certification Dashboard	P			
22.3	Dashboards for Monitors and Reports in User, Agency and POST contexts	P			
22.4	Training Event Administration Dashboard	P			
22.5	Training Event Dashboard for Students	P			
22.6	Dashboards to Evaluate Statistics on Sending Organization Representation in Each Training Program	P			
22.7	System Announcements -Communications	M			

Contractor Initials_____
Date_____

ACADIS READINESS SUITE

STATE OF NEW HAMPSHIRE New Hampshire Police Standards and Training Council (NHPSTC)

Acadis® Readiness Suite
August 23, 2024
4:00 PM ET

Submitted electronically to:
Capt. Adam C. Hawkins (adam.c.hawkins@pst.nh.gov)
and
Maxim F. Schultz (maxim.f.schultz1@pst.nh.gov)

Submitted by:	Contact:	
Envisage Technologies, LLC (a member of Vector Solutions) 101 W. Kirkwood Ave, Suite 200 Bloomington, IN 47404 www.acadis.com	Julie Coriaty, Account Executive Phone: 812.330.7101 Fax: 812-330-7102 proposals@acadis.com	**Vector**Solutions **ACADIS**

TRANSMITTAL COVER LETTER

STATE OF NEW HAMPSHIRE

New Hampshire Police Standards and Training Council

RFP #2024-080 - Learning and Record Management System

SECTION 3 – PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS

State of New Hampshire Proposal Transmittal Form Letter

Company Name: Envisage Technologies, LLC _____

Address: 101 W Kirkwood Ave, Suite 200, Bloomington, IN 47404_____

To: Capt. Adam C. Hawkins

603-271-2133

adam.c.hawkins@pst.nh.gov

RE: Proposal Invitation Name: Learning and Record Management System

Proposal Number: RFP #2024-080

Proposal Due Date and Time: August 23rd, 2024 4:00 PM ET

To Whom It May Concern:

Company Name: Envisage Technologies, LLC hereby submits an offer to provide to the State of New Hampshire the Services indicated in Learning and Record Management RFP #2024-080 at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I.

We attest to the fact that:

1. The company has reviewed and agreed to be bound by the RFP.
2. The company has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

    a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;

    b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;

    c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;

    d. Is currently debarred from performing work on any project of the federal government or the government of any state;

    e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

    f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

    g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;

    h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

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STATE OF NEW HAMPSHIRE

New Hampshire Police Standards and Training Council

RFP #2024-080 - Learning and Record Management System

SECTION 3 –   PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS

i.   Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or

j.   Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order, if any.

Our official point of contact is: **Greg Ryhal**

Title: **Senior Proposal Manager**

Telephone: **(866) 546-1212**   Email: **greg.ryhal@acadis.com**

Authorized Signature Printed: **Sean Cunningham**

Authorized Signature: *Sean Cunningham*

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SECTION 1: EXECUTIVE SUMMARY

The New Hampshire Police Standards and Training Council (NHPSTC) is seeking a Learning and Record Management System (LMS) to replace their current system. NHPSTC seeks a solution that will modernize (via updates, ongoing maintenance, or enhancements) or replace the current system resulting in improvements to NHPSTC's business efficiency and agility, and empowering rapid innovation.

To meet these requirements, Envisage Technologies, LLC proposes the Acadis Readiness Suite (Acadis), our enterprise-class training and certification management software solution, built specifically for complex law enforcement training operations. Envisage Technologies, LLC is a subsidiary of Vector Solutions, the world's largest provider of public safety training and compliance software products, positioning our collective solutions as the most comprehensive suite of training management software products available.

Acadis provides the tools to track personnel from hire to retire and automates the entire training and certification process for personnel, departments, and agencies from class creation to registration to graduation and beyond. This creates a complete, legally defensible training, testing, and certification history for agencies and officers. Acadis provides a distributed strategy that will allow NHPSTC to easily manage a centralized data repository with detailed information on training hours completed and outstanding, employment statuses, reporting of misconduct, and case management. Using this information, reports can be generated to be distributed to other agencies as needed and to provide analysis and facilitate data-driven decision making.

As NHPSTC evaluates Learning and Record Management Systems, Acadis is the optimal choice for the following reasons:

Highly Customizable: As the sole organization in the State of New Hampshire that oversees certification standards and reports of misconduct for all certified law enforcement officers, NHPSTC requires a system that can be tailored to their specific needs. Acadis is highly customizable and has a team of skilled personnel who can provide the necessary support to build an Acadis instance to meet the requirements outlined in the RFP.

End User Interface: Individual officers can easily manage their professional development through the Acadis Personal Portal which lets them view their training history and qualifications and identify certifications that are out of status or near expiration.

Reporting Capabilities: Acadis provides a number of canned reports as well as ad hoc reporting capabilities to provide different views of your data and focused insights into your training programs.

Reporting Integration: TargetSolutions is a Vector Solutions training management platform for public safety agencies most often utilized by local agencies. Through AgencyConnect, which is available at no cost, training completions for certifications and renewals from local departments using TargetSolutions can be uploaded seamlessly into NHPSTC's instance of Acadis providing real-time data in a comprehensive repository for all personnel in the state.

Secure Platform: Acadis is a cloud-based platform designed from the ground up for high security. It is authorized at the FedRAMP Moderate Impact Level, operates in the AWS GovCloud IL4 environment, and fully supports security measures such as SSO via SAML 2.0.

Industry Expertise: Acadis is a trusted learning and training management solution utilized by the public safety and/or law enforcement divisions of 70 state public safety agencies spanning 35 states and 19 law enforcement credentialing agencies, 17 federal agencies, and 25 local and/or regional public safety agencies. We have supported deployments with up to 360,000 personnel.

Corporate and Staff Experience: For more than two decades, Acadis has provided public safety agencies with training, compliance, and management solutions to ensure personnel are mission ready for their important roles. The Acadis team that supports clients in their implementation and operation of Acadis is made up of dedicated professionals with decades of experience in project management, enterprise software administration, data migration, and customer support.

Designed specifically for organizations like NHPSTC, Acadis was built to streamline training processes, increase visibility and access to learning content and testing, simplify reporting, and effectively track compliance in a highly secure web-based platform.

At Envisage, we are passionate about helping those who have a mission to help and protect others. For more than two decades, our purpose has singularly focused on modernizing the complex training operations of law enforcement agencies. Based on our significant experience with evolving training processes, we work closely with our customers to find ways to modernize processes, enable the achievement of measurable results, and eliminate redundant costs by incorporating proven best practices into a single, comprehensive training and compliance ecosystem.

We are pleased to submit any additional information and look forward to the opportunity to demonstrate the Acadis solution to NHPSTC. It would be an honor to assist with this vital project, and we look forward to the opportunity to work with your team.

Sincerely,

Julie Coriaty
Account Executive
Envisage Technologies

SECTION II: GLOSSARY OF TERMS AND ABBREVIATIONS

Acadis Readiness Suite: A proprietary enterprise-class training management solution developed by Envisage Technologies, LLC. Also referred to as "Acadis," "the platform," and "the software." Amazon Web Services (AWS): Envisage's data hosting partner, in which client data is hosted in the highly secure GovCloud authorized at the FedRAMP High level.

Continuous Innovation (CI): A premier subscription service that provides the Government with a fixed annual capacity for engineering services based on the tier of services subscribed. The allocated resources may include senior developers, QA testing resources, project management, UI/UX resources and security specialists that are allocated as needed for projects. The premier maintenance subscription provides access to these resources, which may be allocated to fulfill technical priorities. CI is available in Tiers 1, 2 and 3. Each CI tier includes available capacity for all phases of Agile software development: Initial discovery and requirements delineation, design and solution architecture definition and scoping, software development and quality assurance testing, and other necessary activities for successful deployment and release of the software enhancement. Functional roles providing their services to the customer CI team include but are not limited to product manager, product owners, technical owners, enterprise architects, business analysts, systems analysts, UI/UX designers, software engineers, and test engineers. Additionally, management of CI activities are coordinated through each client's Customer Experience Account team, ensuring that CI priorities are always aligned with strategic priorities. Each CI subscription tier provides a defined maximum number of engineering hours and includes Software and Test Engineers and the UI/UX effort directly associated with the identified CI projects to manage the project lifecycles.

Software-as-a-Service (SaaS): A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

SECTION III: RESPONSES TO REQUIREMENTS AND DELIVERABLES

	BUSINESS REQUIREMENTS				
State Requirements			**Vendor**		
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
Overall Functionality					
0.1	Track all training to include but not limited to mandatory, in-service, and academies	M	Yes	Standard	Acadis Training module
0.2	Course Mapping/Pre-Approvals for required training	M	Yes	Standard	Acadis Training module
0.3	Ability to designate an agency's approving training supervisor	M	Yes	Standard	Acadis Training module
0.4	Upload external certificates - approved by agency	M	Yes	Standard	Acadis Training module
0.5	Provide completion certificates for all training	M	Yes	Standard	Acadis Training module/Acadis Person Portal
0.6	Limit submitted report visibility based on role permissions (misconduct)	M	Yes	Standard	Acadis Training module
0.7	Tag profiles based on employment actions (decert, misconduct)	M	Yes	Standard	Acadis Training module
0.8	Agency-produced training output reports	M	Yes	Standard	Acadis Training module
0.9	Create users based on Report Form submission (New Hire)	M	Yes	Standard	Acadis Training module
0.10	All reports point to mentioned user(s) which appear in user profile; visibility will be based on security context	M	Yes	Standard	Acadis Training Module
0.11	All reports point to mentioned agencies(s) which appear in an organizational profile; visibility will be based on security Context	M	Yes	Standard	Acadis Training Module
0.12	Cloning function in general - certificates, courses, course sessions, etc.	M	Yes	Standard	Acadis Training, Acadis Surveys, Acadis Compliance modules, and more
0.13	Self-registration portal - external users for training and report submission	M	Yes	Standard	Acadis Online Registration Portal
0.14	Assign specific role/permission based on agency context and or report/workflows requirements	M	Yes	Standard	Acadis Training module
0.15	Ability to assign multiple reviewers to reports/workflows	M	Yes	Standard	Acadis Training module
0.16	Ability to change user's agency context (if employed by multiple agencies)	M	Yes	Standard	Acadis Training module
0.17	Depending on defined roles, control specific reports and user information that users can view, edit, share etc.	M	Yes	Standard	Acadis Training module
0.18	Define multiple agency employment records	M	Yes	Standard	Acadis Training module
0.19	Assign instructor expiration dates based on end of year - automated emails etc.	M	Yes	Standard	Acadis Compliance module

0.20	Ability for agency training officers to assign employees to training	M	Yes	Standard	Acadis Training module
0.21	POST users' ability to work inside of a Sandbox(s) environment	M	Yes	Standard	Requires UAT Sandbox access, included in price
0.22	Produce and send announcements, information etc. to all users	M	Yes	Standard	Acadis Training module
0.23	Central location for past announcements/list – dashboard	M	Yes	Custom	Acadis Training module
0.24	Global emails/ announcements sent based on one or more user roles/tags	M	Yes	Standard	Acadis Training module
0.25	During system set up, Vendor provides required fields for POST population	M	Yes	Standard	User Defined Fields can be configured
0.26	Email notification of status changes pertaining to report/workflows/training statuses	M	Yes	Standard	Acadis Registration module
0.27	POST Training - PDF how tos, live training, video clips, interactive video	M	Yes	Standard	Acadis LMS
0.28	Agency Training PDF how tos, live training, video clips, interactive video	M	Yes	Standard	Acadis LMS
0.29	Dedicated case file / internal affairs module	M	Yes	Standard	Acadis Case Management module
0.30	Upload various document types to case file or input report	M	Yes	Standard	Acadis Documents module
0.31	Export reports – based on given time frames and or custom time frame	M	Yes	Standard	Acadis Training module
1.00	User Information				
1.1	Add and Edit User Records	M	Yes	Standard	Acadis Training module
1.2	View/edit role permissions for User Information fields	M	Yes	Standard	Acadis Training module
1.3	Duplicate Checking Prior to Addition of a User Record	M	Yes	Standard	Acadis Training module
1.4	Duplicate User Search and Merge Functionality	P	Yes	Standard	Acadis Training module
1.5	Mark Possible Duplicate User Search Results as Unique	P	Yes	Standard	Acadis Training module
1.6	Store All Employment Records	M	Yes	Standard	Acadis Training module
1.7	Track Employment, Title/Rank, Status	M	Yes	Standard	Acadis Training module
1.8	Maintain Employment History	M	Yes	Standard	Acadis Training module
1.9	Hide/Show Employment History Permissions	M	Yes	Standard	Acadis Training module
1.10	Gender, Date of Birth part of User Record	M	Yes	Standard	Acadis Training module
1.11	Maintain Legally Defensible Training Records	M	Yes	Standard	Acadis Training module
1.12	Issue and Track Certifications with Status	M	Yes	Standard	Acadis Training module
1.13	Print Certifications, Officer/Agency/POST	M	Yes	Standard	Acadis Training module

1.14	Email Certificates to Officer/Agency	M	Yes	Standard	Acadis Training module
1.15	Renew Certifications	M	Yes	Standard	Acadis Training module
1.16	Include Comments upon Certification Issuance	M	Yes	Standard	Acadis Training module
1.17	Maintain Contact Information for Agencies by POST	P	Yes	Standard	Acadis Training module
1.18	Contact Information For Users and Agency	P	Yes	Standard	Acadis Training module
1.19	Select Custom Gender Identify Values	P	Yes	Standard	Acadis Training module
1.20	Maintain Emergency Contact Information Officer/Agency	P	Yes	Standard	Acadis Training module
1.21	Education Level	M	Yes	Standard	Acadis Training module
1.22	Show Military Experience	M	Yes	Standard	Acadis Training module
1.23	Track Education and/or Military Experience	M	Yes	Standard	Acadis Training module
1.24	Add Profile Pictures to User Record	P	Yes	Standard	Acadis Training module
1.25	Securely Track Personally Identifiable Information (SSN, DOB, EEOC, Blood Type, Gender, etc.)	M	Yes	Standard	Acadis Training module
1.26	Maintain searchable alternative name list, associate with PSTC ID	M	Yes	Standard	Acadis Training module
1.27	Flag User Records	M	Yes	Standard	Acadis Training module
1.28	Define and Track User-Defined Fields	M	Yes	Standard	Acadis Training module
1.29	User Search by Custom-Defined Fields	M	Yes	Standard	Acadis Training module
1.30	User Search via any name field (first, last, alternative), DOB, PSTC ID,	M	Yes	Standard	Acadis Training module
1.31	User Search by Email Address	M	Yes	Standard	Acadis Training module
1.32	Designate Users as Instructors	M	Yes	Standard	Acadis Training module
1.33	Search for Instructors	M	Yes	Standard	Acadis Training module
1.34	Roster Full Name Searching, with Status Filter	M	Yes	Standard	Acadis Training module
1.35	View All Employment Details Report	M	Yes	Standard	Acadis Training module
1.36	Define and Track User-Defined Fields for Instructors	M	Yes	Standard	Acadis Training module
1.37	Include Supervisor User Type(s) as CC/BCC Recipients on Additional Automated Email Notifications	P	Yes	Standard	Acadis Training module
2.00	Agency and POST Information				
2.1	Organization Relationship/Hierarchy	M	Yes	Standard	Acadis Training module
2.2	Ability to Flag and Categorize Organizations	P	Yes	Standard	Acadis Training module
2.3	Track Organization POST Mandated Reporting	P	Yes	Standard	Acadis Compliance module

2.4	Track Organization Non-Mandated Reporting	P	Yes	Standard	Acadis Compliance module
2.5	Link to Organization/Sub-Organization on Organization Record	M	Yes	Standard	Acadis Training module
2.6	Set Due Dates for Training Requirements	P	Yes	Standard	Acadis Training module
2.7	Active Employee Roster Report	P	Yes	Standard	Acadis Training module
2.8	User Training History Report	M	Yes	Standard	Acadis Training module
2.9	Organization Search and Merge Functionality	M	Yes	Standard	Acadis Training module
2.10	View Employment Actions and Status Relating to Separation	P	Yes	Standard	Acadis Training module
2.11	List Separation Reason and Details (see Forms)	M	Yes	Standard	Acadis Training module
2.12	Prevent Employment Separation Action when Adding Duty Assignments	O	Yes	Standard	Acadis Training module
2.13	Permission to View Employment Separation Action, Reason and Details	M	Yes	Standard	Acadis Training module
2.14	Import Wizard Support for Employment Separation Action Reasons and Details	O	Yes	Standard	Acadis Training module
2.15	View Employment Details	M	Yes	Standard	Acadis Training module
2.16	Define and Track User-Defined Fields for Organizations	P	Yes	Standard	Acadis Training module
2.17	Add Job Types with Training Requirements	P	Yes	Standard	Acadis Training module
2.18	Import Schedulable Activities on a Class Template	P	Yes	Standard	Acadis Training module
2.19	Edit Observed Assessments including Timed, Numeric, Firearms, Pass/Fail, Percentage, Scored and Pass/Fail Checklist Assessment Types	M	Yes	Standard	Acadis Training module
2.20	Copy an Existing Activity Record to a New Class/Class Template	M	Yes	Standard	Acadis Training module
2.21	Define Class/Session Dates	M	Yes	Standard	Acadis Training module
2.22	Add and Edit Training Locations	M	Yes	Standard	Acadis Training module
2.23	Auto-Generate or Manually Assign Class Names	P	Yes	Standard	Acadis Training module
2.24	Assign Staff with Specific Types in Classes	P	Yes	Standard	Acadis Training module
2.25	Send Email to Students in Staff Assigned Classes through the Interface	P	Yes	Standard	Acadis Training module
2.26	Enroll Student(s) Directly into Classes, Supervisor	M	Yes	Standard	Acadis Training module
2.27	Import Student(s) Directly into Classes (CSV, XLSX)	P	Yes	Standard	Acadis Training module
2.28	Print and Email Student Attendance Summary	P	Yes	Standard	Acadis Training module
2.29	Record Assessment Scores including Retests, Observers, and Comments via Import	P	Yes	Standard	Acadis Training module

2.30	Record Assessment Scores including Retests, Observers, and Comments Manually	P	Yes	Standard	Acadis Training module
2.31	Assessment Performance Reports (Student and/or Class)	M	Yes	Standard	Acadis Training module
2.32	Track Student Completion Status	M	Yes	Standard	Acadis Training module
2.33	Define and Record Class Attendance, including Make-Ups	M	Yes	Standard	Acadis Training module
2.34	Confer Certifications for Students upon Class Completion	M	Yes	Standard	Acadis Training module
2.35	Create/Confer/Print Custom Student Certificates	M	Yes	Standard	Acadis Training module
2.36	Create/Print Student Transcripts	M	Yes	Standard	Acadis Training module
2.37	Support for Class Certificate when Importing Class Templates and Classes	M	Yes	Standard	Acadis Training module
2.38	Create/Confer Student Awards from Training Class	P	Yes	Standard	Acadis Training module
2.39	Edit Student Departures with Action, Reason, and Reason Details	P	Yes	Standard	Acadis Training module
2.40	Record and Edit Training Events, including Student Rosters and Associated Documentation	M	Yes	Standard	Acadis Training module
2.41	Import and Display Student Grade and Pass/Fail Status	M	Yes	Standard	Acadis Training module
2.42	Specify Available Training Category Selections when Reporting Completed Training	M	Yes	Standard	Acadis Training module
2.43	Monitor Review of Current and Upcoming Class/Academy Activity	M	Yes	Standard	Acadis Training module
2.44	See Planned Events	M	Yes	Standard	Acadis Training module
2.45	Completed Training Monitor with Filters to Show Completion Summary, by Training Type	M	Yes	Standard	Acadis Training module
2.46	Custom Gender Identity Values on Departure Reports	P	Yes	Standard	Acadis Training module
2.47	Class Date-Based Automated Emails	P	Yes	Standard	Acadis Training module
2.48	Edit Class Automated Emails	P	Yes	Standard	Acadis Training module
2.49	Search for Completed Training, by Person	M	Yes	Standard	Acadis Training module
2.50	Sortable List of Programs Page and Quick Search Option	M	Yes	Standard	Acadis Training module
2.51	Submit Both Scored and Pass/Fail Checklist Assessment Results in the Interface	P	Yes	Standard	Acadis Training module
2.52	Unified Access to all Class Override Options for Eligible Automated Email Templates	M	Yes	Standard	Acadis Training module
3.00	**Output Reports**				
	Custom Report Designer	M	Yes	Standard	Acadis Training module
3.2	Add or List Custom Reports	M	Yes	Standard	Acadis Training module
3.3	Report viewing/downloading/creating/editing role and agency context based	M	Yes	Standard	Acadis Training module

3.4	All Data Field scan be formatted in Exports and Visual Lists	M	Yes	Standard	Acadis Training module
3.5	Training Distribution lists	M	Yes	Standard	Acadis Training module
3.6	Fulfill Personally Identifiable Information (PII) Requests	M	Yes	Standard	Acadis Training module
3.7	Search and Export Tools for Multiple Record Types	M	Yes	Standard	Acadis Training module
3.8	Audit Trail Report	M	Yes	Standard	Acadis Training module
3.9	Roles Capability Report for Interface Contexts	M	Yes	Standard	Acadis Training module
3.10	Roles Capability Report for Forms	M	Yes	Standard	Acadis Training module
3.11	Usage Statistics	M	Yes	Standard	Acadis Training module
3.12	Training Hours Report	M	Yes	Standard	Acadis Training module
3.13	Missed Training by Training Category Report	M	Yes	Standard	Acadis Training module
3.14	Check Hours Training Report	M	Yes	Standard	Acadis Training module
3.15	Employment Separation Statistics Report	M	Yes	Standard	Acadis Training module
3.16	Employment Separations by Gender and EEOC Category Report	M	Yes	Standard	Acadis Training module
3.17	Draft Edited Custom Report Templates with Version Support	M	Yes	Standard	Acadis Training module
3.18	Support for Boolean Fields when Designing Custom Reports	M	Yes	Standard	Acadis Training module
3.19	Include User current employing agency(s) and custom fields on Custom Reports	M	Yes	Standard	Acadis Training module
3.20	Support for Military Service Data in Custom Reports	P	Yes	Standard	Acadis Training module
4.00	**Administration**				
4.1	High Security System Framework (NH DoIT Compliant)	M	Yes	Standard	Acadis Training module
4.2	User Alerts when Using Invalid Links	M	Yes	Standard	Acadis Training module
4.3	Report a User to the National Decertification Index	M	Yes	Standard	Acadis Training module
4.4	Batch-Import Options for Updates	P	Yes	Standard	Acadis Training module
4.5	Define Multiple User Roles with Separate Read/Add/Edit/Delete Permissions	M	Yes	Standard	Acadis Training module
4.6	Assign Multiple User Roles in Context of Agency	M	Yes	Standard	Acadis Training module
4.7	Login Page Redirect Options	P	Yes	Standard	Acadis Training module
4.8	Specify New User Required Enrollment/Registration based on user type (LEO, LEA user, or other)	M	Yes	Standard	Acadis Training module
4.9	Specify Permission to Control Class/Session Edits	M	Yes	Standard	Acadis Training module
4.10	Administrator Access Setting to Determine Roles to Assign a User	M	Yes	Standard	Acadis Training module

4.11	Create or Edit Workflows for each Form	M	Yes	Standard	Acadis Training module
4.12	Create Workflow Templates to apply to Forms	M	Yes	Standard	Acadis Training module
4.13	Create Workflow Templates to Process Class Template Tasks	M	Yes	Standard	Acadis Training module
4.14	Change Order of Tasks in a Workflow associated with a Form	M	Yes	Standard	Acadis Training module
4.15	Workflow Tasks Monitor with Filters	M	Yes	Standard	Acadis Training module
4.16	Assign/Reassign a Workflow Tasks based upon role permissions	M	Yes	Standard	Acadis Training module
4.17	Monitor Status of All Workflows for a User	M	Yes	Standard	Acadis Training module
4.18	Monitor Workflows with User Status, Agency filers	M	Yes	Standard	Acadis Training module
4.19	Unworkable Tasks Workflow Alerts/List	M	Yes	Standard	Acadis Training module
4.20	Assume Workflow Tasks with an assigned role permission	M	Yes	Standard	Acadis Training module
4.21	Acknowledgement of RSA 641:3 Unsworn Falsification to Submit a Form	M	Yes	Standard	Acadis Training module
4.22	Automated Emails for Due/Overdue Workflow Tasks	P	Yes	Standard	Acadis Training module
4.23	Show current Workflow Task Status	P	Yes	Standard	Acadis Training module
4.24	Re-assign Workflow Task Assignment via role permission on Form	M	Yes	Standard	Acadis Training module
4.25	Save Current Location when Pinning Workflow Task	P	Yes	Standard	Acadis Training module
4.26	Create/send email to reviewer or submitter via Form page	P	Yes	Standard	Acadis Training module
4.27	Copy Workflow from a Form to another Form	M	Yes	Standard	Acadis Training module
4.28	Add Workflows Category to a Workflow Category Template	P	Yes	Standard	Acadis Training module
4.29	Assign Category Workflow Template to Multiple Templates	P	Yes	Standard	Acadis Training module
4.30	Add Workflow Category Quick Links in Workflow Tasks	P	Yes	Standard	Acadis Training module
4.31	Assign/Reassign Workflow Task to a Specific Person	M	Yes	Standard	Acadis Training module
4.32	Assign and Remove a User or role from a Workflow Type	M	Yes	Standard	Acadis Training module
4.33	Assign Observers to a Workflow Task	M	Yes	Standard	Acadis Training module
4.34	List Form next step in Workflow on Agency Supervisor dashboard	P	Yes	Standard	Acadis Training module
4.35	List Form next step in Workflow on user(s) dashboard	P	Yes	Standard	Acadis Training module
4.36	Start User Workflows from the Interface	P	Yes	Standard	Acadis Training module
4.37	Start and Track User Workflow by the User	P	Yes	Standard	Acadis Training module
4.38	Specify Workflows information in Reports	M	NHYes	Standard	Acadis Training module

4.39	Filter and Inactivate Custom Report Templates	M	Yes	Standard	Acadis Training module
4.40	Reassign Workflow Tasks to an agency context role	M	Yes	Standard	Acadis Training module
4.41	Assign User Workflow Tasks to the Subject and User Who Starts a Workflow	M	Yes	Standard	Acadis Training module
4.42	Create Agency Based Workflows	P	Yes	Standard	Acadis Training module
4.43	Designate Alternate Workflow Task Assignees	P	Yes	Standard	Acadis Training module
4.44	Display Name of User Assigned to Workflow Tasks in Workflow Task Monitors to identify task assignees for progress checks and Follow-up actions	M	Yes	Standard	Acadis Training module
4.45	Filter Workflow Task Monitor by Assignee	M	Yes	Standard	Acadis Training module
4.46	Start a Workflow when Submitting a Form	M	Yes	Standard	Acadis Training module
4.47	Import Staff Assignments	P	Yes	Standard	Acadis Training module
4.48	Designate Student Group(s) on Staff Assignments	P	Yes	Standard	Acadis Training module
4.49	View List of Staff Workflow Assignments	M	Yes	Standard	Acadis Training module
4.50	View Task Assignments on Workflow Categories and the Workflow Monitor	M	Yes	Standard	Acadis Training module
4.51	Create and Start a Workflow Template for User Records	M	Yes	Standard	Acadis Training module
4.52	Overview Training Events Interface	M	Yes	Standard	Acadis Training module
4.53	Training Distribution Tile to View Class and Graduated Student data	M	Yes	Standard	Acadis Training module
4.54	Search for Agencies	P	Yes	Standard	Acadis Training module
4.55	Flags Monitor Interface	M	Yes	Standard	Acadis Training module
4.56	Certificate Printing Template	P	Yes	Standard	Acadis Training module
4.57	Workflow can Preview/Edit User, Employment or other areas before automatic entry	M	Yes	Standard	Acadis Training module
4.58	Use Existing Workflow Category and Activity Documents as Workflow Reference	P	Yes	Standard	Acadis Training module
4.59	Edit User Record from a Training Class/Session Roster	M	Yes	Standard	Acadis Training module
4.60	Use Training Categories for Training by User Searches	M	Yes	Standard	Acadis Training module
4.61	Automated Category Status Change Workflow Task	M	Yes	Standard	Acadis Training module
4.62	Create a Form in Draft as a Workflow Task Status	M	Yes	Standard	Acadis Training module
4.63	View Form Data Using a Custom Output Format	M	Yes	Standard	Acadis Training module
4.64	Automated Email for Workflow Task Assignments	M	Yes	Standard	Acadis Training module
4.65	Automated Notification Email and Rejection Options for Processed Workflow Tasks	M	NYes	Standard	Acadis Training module

4.66	Display Workflow Tasks by Assigned Workflow Type	M	Yes	Standard	Acadis Training module
4.67	Email Notification for System User Access	M	Yes	Standard	Acadis Training module
4.68	Auto-Lock Inactive User Accounts based on User Type	P	Yes	Standard	Acadis Training module
4.69	Automated Security Notifications	M	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.70	Customizable Password Rules	M	Yes	Standard	Acadis Training module
4.71	Single Sign-On Using Active Directory and SAML 2.0 Tokens	P	Yes	Standard	Acadis Training module
4.72	Prevent Reuse of Usernames and Emails	M	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.73	Set the Default Sign-in Page for User Types	M	Yes	Standard	Acadis Training module
4.74	Data Partitioning to Logically Segment Records by User	M	Yes	Standard	Acadis Training module
4.75	Customizable Dashboard Views	M	Yes	Standard	Acadis Training module
4.76	System Health Monitor to Review Nightly System Processes	M	Yes	Standard	Acadis Training module
4.77	User-defined Automated Email Notifications	M	Yes	Standard	Acadis Training module
4.78	Import Wizard to Easily Add Data	P	Yes	Standard	Acadis Training module
4.79	Search for Inactive People	M	Yes	Standard	Acadis Training module
4.80	Education, Military, and Language Fields on Forms	P	Yes	Standard	Acadis Training module
4.81	Import Wizard for Automatic Imports	P	Yes	Standard	Acadis Training module
4.82	Import Documents from Forms	M	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.83	Audit Trail Report of User Data	M	Yes	Standard	Acadis Training module
4.84	Access to specific Forms by Role Permissions	M	Yes	Standard	Acadis Training module
4.85	Preview Form Data in Custom View Layout Prior to Workflow Task Submission	M	Yes	Standard	Acadis Training module
4.86	Create and Save Reusable Import Templates	M	Yes	Standard	Acadis Training module
4.87	Label Management (define terminology in user interface)	P	Yes	Standard	Acadis Training module
4.88	API Access to Saved Advanced Data Exports	P	Yes	Standard	Acadis Training module
4.89	API Access to External Systems	P	Yes	Standard	Acadis Training module
4.90	Support for FEMA FRTS in Data Services API Access	P	Yes	Standard	Acadis Training module
4.91	View/Hide User Interface Access Permissions	M	Yes	Standard	Acadis Training module and

					Acadis Portal Framework
4.92	Interface Users to Edit Personal Information on Behalf of Workforce Personnel	M	Yes	Standard	Acadis Training module
4.93	Support for Two-Factor Authentication	P	Yes	Standard	Acadis Training module and Acadis Portal Framework
4.94	User-Defined Fields for Reports	M	Yes	Standard	Acadis Training module
4.95	Import Numeric Assessment Results	M	Yes	Standard	Acadis Training module
4.96	Using Workflow Tasks to Automatically Add/Remove User or Organization Flags	M	Yes	Standard	Acadis Training module
4.97	Current Workflow Tasks Status Filters	M	Yes	Standard	Acadis Training module
4.98	Set Permission to View Employment Separation Details in User Interface	M	Yes	Standard	Acadis Training module
4.99	Import Using Microsoft® Excel® Data Files	M	Yes	Standard	Acadis Training module
4.100	Edit Assigned Workflow Task Properties and View the Task Edit History	M	Yes	Standard	Acadis Training module
4.101	Export FEMA FRTS Data as XML from Class and Online Event Rosters and Criteria to Identify Assessments for Export	M	Yes	Standard	Acadis Training module
5.00	**Compliance**				
5.1	Certify Personnel, Organizations, and Inventory	P	Yes	Standard	Acadis Compliance and Acadis Inventory (needed for tracking inventory only) modules
5.2	Create Certifications which are Non-Expiring, Expiring Based upon Predefined Timeframes, or Expiring Based upon Employment Criteria	M	Yes	Standard	Acadis Compliance module
5.3	Edit the Certificate Printing Template for a Certification	M	Yes	Standard	Acadis Compliance module
5.4	Assign Job Types to a User Record	P	Yes	Standard	Acadis Compliance module
5.5	Assign Job Types from User Search Results	P	Yes	Standard	Acadis Compliance module
5.6	Issue Certification when Completing Training/Job Attainment Requirements	M	Yes	Standard	Acadis Compliance module
5.7	Access the Compliance Monitor in the User Interface	M	Yes	Standard	Acadis Compliance module
5.8	Compliance Monitor Data Partitioning Support	M	Yes	Standard	Acadis Compliance module
5.9	Authorized Users to Access Only Specific Certifications	M	Yes	Standard	Acadis Compliance module

5.10	Audit User Submitted Certification Issuance Applications	P	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
5.11	Export User Compliance Audit Results	M	Yes	Standard	Acadis Compliance module
5.12	Data Partitioning Support on the Review Pending Application Audits Pages	P	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
5.13	Track Multiple Dimensions of Compliance (e.g., training, age, documents, skills, certifications, and custom attributes)	P	Yes	Standard	Acadis Compliance module
5.14	Send Class Type Certifications Automated Email	M	Yes	Standard	Acadis Compliance module
5.15	Automated Email Notification When an Audited Certification Application is Rejected	P	Yes	Standard	Acadis Compliance module
5.16	Specify Certification Type(s) Available via Public Certification Requests	P	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
5.17	View Reusable Certification Requirements, Registration Prerequisites, and Conduct and Performance Items	M	Yes	Standard	Acadis Compliance, Acadis Registration (for viewing prerequisites) and Acadis Performance Evaluations (for viewing Performance Items) modules
5.18	Define and Edit Custom Certification Status Values	M	Yes	Standard	Acadis Compliance module
5.19	Available Fields for Certification ID Tracking	M	Yes	Standard	Acadis Compliance module
5.20	Automatic Renewals based on Auto-Fulfilling Requirements	P	Yes	Standard	Acadis Compliance module
5.21	Retroactively Auto-Renew Certifications	P	Yes	Standard	Acadis Compliance module
5.22	Certification Auto-Renewal Exceptions Dashboard	P	Yes	Standard	Acadis Compliance module
5.23	Maintain Compliance History (all changes)	M	Yes	Standard	Acadis Compliance module
5.24	Compliance Monitor to Identify Upcoming and Recent Expirations	M	Yes	Standard	Acadis Compliance module

5.25	Multiple, Automatic Notifications via email for Upcoming Expirations	M	Yes	Standard	Acadis Compliance module
5.26	View Roster of People based on Requirement Display Settings	M	Yes	Standard	Acadis Compliance module
5.27	Use Year or Class Session End Date for Auto-Renewing Certifications	P	Yes	Standard	Acadis Compliance module
5.28	Automatically Start a Workflow Interface for Submitted Certification Application Audits	P	Yes	Standard	Acadis Compliance module
6.00	Training Management System (TMS)				
6.1	Supports SCORM (1.2 and 2004 r4) Compliant Content Created Using Popular Industry-standard 3rd Party Content Authoring Tools	M	Yes	Standard	Acadis LMS
6.2	Supports Aviation Industry Computer-Based Training Committee (AICC)-Compliant Online Content with the LMS	M	Yes	Standard	Acadis LMS and Acadis Online Registration Portal
6.3	Maintain Online Course Library	M	Yes	Standard	Acadis LMS
6.4	View and Edit Customizable Online Content Page with Details About Files in the Course Library	M	Yes	Standard	Acadis LMS
6.5	Prevent Upload of SCORM Package Content Elements, by file type	M	Yes	Standard	Acadis LMS
6.6	Provide Online Event Descriptive Information to Assigned Learners	M	Yes	Standard	Acadis LMS
6.7	Add/Edit a Graphic Edit for an Online Event	M	Yes	Standard	Acadis LMS
6.8	Add Discussions to Classes and Activities	M	Yes	Standard	Acadis LMS and Acadis Portal Framework
6.9	Discussion Content Notification	M	Yes	Standard	Acadis LMS and Acadis Portal Framework
6.10	Discussion Forum Listing and Metrics	M	Yes	Standard	Acadis LMS
6.11	Add Documents to Discussions	M	Yes	Standard	Acadis LMS, Acadis Documents module, and Acadis Portal Framework
6.12	Email Discussion Forum Activity	M	Yes	Standard	Acadis LMS, Acadis Documents and Acadis Surveys modules, and Acadis Portal Framework
6.13	Search for and Filter Students in an Online Event Roster	M	Yes	Standard	Acadis LMS
6.14	Create Blended Training Classes	M	Yes	Standard	Acadis LMS
6.15	Add Online Assessments to Online Events	M	Yes	Standard	Acadis LMS, Acadis Surveys and Acadis Documents modules

6.16	Edit Online Training Event Credit Hours	M	Yes	Standard	Acadis LMS
6.17	Assign Training by Organization, Job Type, Certification	P	Yes	Standard	Acadis LMS
6.18	Online Event Dashboard for Students	M	Yes	Standard	Acadis LMS
6.19	Self-Registration for Online Training Events	M	Yes	Standard	Acadis LMS
6.20	Department Training Coordinators to Register Others	M	Yes	Standard	Acadis LMS
6.21	Online Event Automated Email Notifications	M	Yes	Standard	Acadis LMS, Acadis Surveys and Acadis Documents modules
6.22	Send Online Event Completion Automated Email for Successful Retakes	M	Yes	Standard	Acadis LMS
6.23	Filters for Students on the Online Event Record	M	Yes	Standard	Acadis LMS
6.24	User Defined Fields for Online Events	M	Yes	Standard	Acadis LMS
6.25	Automated Email Notification when Student is Assigned an Online Training Event; or change of status	M	Yes	Standard	Acadis LMS
6.26	Provide Students with Anytime, Anywhere Access to Online Training Events via Modern Browsers	M	Yes	Standard	Acadis LMS
6.27	Bookmark Online Content Allowing Student to Resume Where They Left Off	M	Yes	Standard	Acadis LMS
6.28	Automatically Track Online Training Event Completion Metrics and Grades on Course Dashboard and Student Record	M	Yes	Standard	Acadis LMS
6.29	Automatically Confer or Renew Certifications onto Student Record	M	Yes	Standard	Acadis LMS
6.30	Online Training Event Administration Dashboard	M	Yes	Standard	Acadis LMS
6.31	Updates to the Add Online Training Page on the Class Template/Class Record	M	Yes	Standard	Acadis LMS
7.00	Live and Blended Course Scheduling				
7.1	Leverages Existing Curriculum to Build Class Schedules	M	Yes	Standard	Acadis Scheduling module
7.2	Supports Complex, Multi-week Training Programs	M	Yes	Standard	Acadis Scheduling module
7.3	Schedule Template Import and Export	P	Yes	Standard	Acadis Scheduling module
7.4	Define and Edit Non-Training Days (i.e., holidays and weekends)	P	Yes	Standard	Acadis Scheduling module
7.5	Go to Specific Date on a Calendar Overview	M	Yes	Standard	Acadis Scheduling module
7.6	Define Training Facilities, Resources, and Equipment	P	Yes	Standard	Acadis Scheduling module
7.7	Display a List of Current Classes and Sessions with Facility Assignments for the Selected Dates and Times	M	Yes	Standard	Acadis Scheduling module
7.8	Display Conflicts and Availability on Facility Assignment by Class Page	P	Yes	Standard	Acadis Scheduling module

7.9	Define Instructor, Class, Facility and Equipment Availability Profiles	P	Yes	Standard	Acadis Scheduling module
7.10	Group Scheduled Facilities and Equipment by Date/Time and Class/Activity in a Scheduled Equipment Report	P	Yes	Standard	Acadis Scheduling module
7.11	Display Training and Planned Events on a Public Calendar	P	Yes	Standard	Acadis Scheduling module
7.12	Enrolled Students to Print their Class Schedules from the User Interface	P	Yes	Standard	Acadis Scheduling module and Acadis Person Portal
7.13	Define Resource Assignment Rules for Segments of Instruction (Instructor, Facility, Equipment)	P	Yes	Standard	Acadis Scheduling module
7.14	Enter/View Planned Event Attendee Count	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
7.15	Drag and Drop Segments on the Schedule Template/Class Schedule	P	Yes	Standard	Acadis Scheduling module
7.16	Require Multiple Certifications in Personnel Scheduling Rules	P	Yes	Standard	Acadis Scheduling module
7.17	One-click Automated Class Creation based on Business Rules	P	Yes	Standard	Acadis Scheduling module
7.18	Automatically Schedule Instructors, Facilities, and Equipment	P	Yes	Standard	Acadis Scheduling module
7.19	Automated Conflict Avoidance and Alerts	P	Yes	Standard	Acadis Scheduling module
7.20	Filter and View Free/Busy Overview by Resource/Asset	M	Yes	Standard	Acadis Scheduling module
7.21	Resolve Scheduling Conflicts	M	Yes	Standard	Acadis Scheduling module
7.22	Assign Planned Event Coordinator	M	Yes	Standard	Acadis Scheduling module
7.23	Filter the Free/Busy Overview	M	Yes	Standard	Acadis Scheduling module
7.24	Monthly View of Free/Busy Overview	M	Yes	Standard	Acadis Scheduling module
7.25	Create and Print Class Schedules in Multiple Formats	P	Yes	Standard	Acadis Scheduling module
7.26	Daily Class Schedule Report in and Instructor Interface	P	Yes	Standard	Acadis Scheduling module

7.27	Fulfill Resource Categories in Event Requests	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
7.28	Interactive Scheduling Resource Free/Busy Overview	P	Yes	Standard	Acadis Scheduling module
7.29	Full Support for Keyboard Commands when Working with Class Schedules/Schedule Templates	P	Yes	Standard	Acadis Scheduling module
7.30	Directly Access Class Schedules from Schedule Overview	M	Yes	Standard	Acadis Scheduling module
7.31	Add Resource Request(s) to a Planned Event	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
7.32	Cancel and Delete Any Event	M	Yes	Standard	Acadis Scheduling module
7.33	Add Instructional Documentation and Notes for Planned Events	M	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
7.34	View Availability of Any Event Resource	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
7.35	Schedule or Cancel Planned Event Resource Assignments	P	Yes	Standard	Acadis Scheduling module and Acadis Portal Framework
7.36	Manually Change Date/Time for Planned Event Resource Requests	P	Yes	Standard	Acadis Scheduling module
7.37	Release Bulk Resources Global Presence	P	Yes	Standard	Acadis Scheduling module
7.38	Exchange Integration Settings in Global Preferences	P	Yes	Standard	Acadis Instructor Scheduling Portal
7.39	Management of Scheduling Resource Categories	P	Yes	Standard	Acadis Scheduling module
8.00	Course Registration				
8.1	Easily Add Registration Profile to Class Templates and Classes	M	Yes	Standard	Acadis Registration module
8.2	Configure, Edit, and Track Prerequisites (including auto-fulfilling prerequisites)	M	Yes	Standard	Acadis Registration module
8.3	Edit User Interface Registration Prerequisite Fulfillment	M	Yes	Standard	Acadis Registration module

8.4	Define Available Number of Seats	M	Yes	Standard	Acadis Registration module
8.5	Define Registration Open/Close Dates	M	Yes	Standard	Acadis Registration module
8.6	Enable/Disable Student Self-Registration	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.7	Enable/Disable Agency Designate to Register their Employees	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.8	Submit Multiple Registrations at One Time	M	Yes	Standard	Acadis Registration module
8.9	Utilize Registration or Enrollment User Designated Fields for Customizing Registration Information	M	Yes	Standard	Acadis Registration module
8.10	Publish Class Information including Open/Close Dates, Class Information, Seats, Reporting Instructions, and Cost	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.11	Edit Registration, Enrollment, Waitlist, Transfers, Denials, and Cancellations	M	Yes	Standard	Acadis Registration module
8.12	Create and Maintain a Custom list of Registration Cancellation Reasons	M	Yes	Standard	Acadis Registration module
8.13	Edit Waitlists and Student Preferences (e.g., specific class requested, earliest available, etc.)	M	Yes	Standard	Acadis Registration module
8.14	Transfer Registered or Waitlisted Students	M	Yes	Standard	Acadis Registration module
8.15	Replace an Agency Student Registration with Another Student from the List of Personnel	M	Yes	Standard	Acadis Registration module
8.16	Set a Maximum Waitlist Count per Class	M	Yes	Standard	Acadis Registration module
8.17	Replace Registered/Enrolled Students with Agency Waitlisted or Any Eligible Students	M	Yes	Standard	Acadis Registration module
8.18	Search List of Available Training with Filters	M	Yes	Standard	Acadis Registration module, Acadis Online Registration Portal, and Acadis Portal Framework

8.19	Set Maximum Number of Active Enrollment Requests per Student per Program	M	Yes	Standard	Acadis Registration module
8.20	Auto-Register from Waitlist	M	Yes	Standard	Acadis Registration module
8.21	Add Students Directly to Waitlist when Open Seats are Available	M	Yes	Standard	Acadis Registration module
8.22	Automatically Email Students when Registration Status Changes	M	Yes	Standard	Acadis Registration module
8.23	Automatically Email Training Coordinators when a New Class is Published	M	Yes	Standard	Acadis Registration module
8.24	Include Training Location in Enrollment Confirmation Automated Email	M	Yes	Standard	Acadis Registration module
8.25	Add Comments to a Student's Registration Record	M	Yes	Standard	Acadis Registration module
8.26	Add Custom Tracking Status Values to a Student's Registration Record	M	Yes	Standard	Acadis Registration module
8.27	Display Training Hours and Program Category Filter in the List of Available Training	M	Yes	Standard	Acadis Registration module
8.28	Provide Summary of Enrollment Requests by Program, Class, Sending Organization, and Student Registration Status.	M	Yes	Standard	Acadis Registration module
8.29	Auto-Enroll Students when all Prerequisites are Auto-Fulfilled	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.30	Registrations Monitor (fill rates, available seats, waitlists)	M	Yes	Standard	Acadis Registration module
8.31	Filter Registrations Monitor by Preset Timeframe, Custom Date Range, and/or Program	M	Yes	Standard	Acadis Registration module
8.32	Filter Registration Enrollment Requests	M	Yes	Standard	Acadis Registration module
8.33	Aggregate All Pending Pre-Enrollment Requests	M	Yes	Standard	Acadis Registration module
8.34	Configure Registration Preferences	M	Yes	Standard	Acadis Registration module and Acadis Online Registration Portal
8.35	Search for and Export Student Registration Records	M	Yes	Standard	Acadis Registration module
9.00	LMS (Online) Registration				

9.1	Publish Classes to Online Registration with Dates/Locations	M	Yes	Standard	Acadis Online Registration Portal
9.2	Publish Classes for Public View (no login required)	M	Yes	Standard	Acadis Online Registration Portal
9.3	Highlight New Training Events Added Within Last 30 Days	M	Yes	Standard	Acadis Online Registration Portal
9.4	Limit Enrollment Viewing/Changes to Active Employees	M	Yes	Standard	Acadis Online Registration Portal
9.5	Require Prerequisite Fulfillment before Registration Submission	M	Yes	Standard	Acadis Online Registration Portal
9.6	Students to Self-Register	M	Yes	Standard	Acadis Online Registration Portal
9.7	Agency Designates to Register Employees in their Workflows	M	Yes	Standard	Acadis Online Registration Portal
9.8	Register for Instructor-Led and Online Events	M	Yes	Standard	Acadis Online Registration Portal
9.9	Filter List of Available Training by Program, Timeframe, Status, and/or Location	M	Yes	Standard	Acadis Online Registration Portal
9.10	View Class Dates and Information, Reporting Instructions, Course Documents, Location, and Cost	M	Yes	Standard	Acadis Online Registration Portal
9.11	View Available Seats and Last Date for Registration	M	Yes	Standard	Acadis Online Registration Portal
9.12	View Status of Registration Requests	M	Yes	Standard	Acadis Online Registration Portal and Acadis Person Portal
9.13	Display All Training Registrations on the User's Home Page	M	Yes	Standard	Acadis Online Registration Portal
9.14	Edit Registration Submissions and Cancelations	M	Yes	Standard	Acadis Online Registration Portal
10.00	Assessments and Online Testing				
10.1	Create Question Bank	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.2	Easily Import Existing Questions using CSV and/or Microsoft Excel® Format	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.3	Multiple Question Types: True/False, Yes/No, Multi-Choice/Single Answer Choice, Fill-in-the-Blank	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.4	Assign Priority (high/medium/O), Category/Subcategory, Training Program, and Academy Owner to Question Records	P	Yes	Standard	Acadis Testing and Acadis

					Online Testing Portal
10.5	Attach Multimedia (audio/video/graphics) Files to Questions and Distractors	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.6	Import Test Question Media Files (includes Help Text)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.7	Search For and Export Unused Written Test Questions	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.8	Provide Feedback for Any/All Answers	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.9	Support for Question Record Versioning	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.10	View Performance Statistics Over the Life of the Question	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
10.11	Hierarchy system to Tag/Categorize Question	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.00	Assessment Administration				
11.1	Assessment Template Creation Wizard	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.2	Single Sign-On (SSO) Support for Mobile Users	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.3	Encryption Support for Local Mobile Data	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.4	Single Sign-On with SAML 2.0 for Mobile	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.5	Specify Custom Question Order or Randomize Question Order per Student	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.6	Define Pre- and Post-Assessment Instructions for Students	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.7	Administer Online Assessments Directly	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal

11.8	Real-Time Grading	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.9	Proctor Monitor to Edit Online Assessment and Assessment Takers	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.10	Anti-Cheating Feature for Online Assessment	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.11	Access Assessment Statistics from the Proctor Monitor	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
11.12	Support for Multimedia in Online Assessments	M	Yes	Standard	Acadis Testing, Acadis Online Testing Portal, and Acadis Portal Framework
11.13	Assessment Results Instantly Populate Class and Student Records	M	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.00	Assessment Analysis				
12.1	Supports Kirkpatrick Level 2 Evaluation (Learning)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.2	Compare Question Validity Statistics by Class, Student Groups and Historical Question Use	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.3	Statistical Analysis of Tests (real-time and historical)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.4	Most Credited Question Viewer	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.5	Worst Question by Item Analysis	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.6	Assessment Question Discrimination Index on Question/Answer Analysis by Assessment Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.7	Assessment Question Statistics Export	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.8	Student Response Export (for additional statistical analysis)	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal

12.9	Cross-Class Assessment Analysis	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.10	Cross-Class Grade list Export	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.11	Grade list Report with User Preferences	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.12	Missed Learning Objective by Assessment Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.13	Missed Learning Objective by Student Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.14	Question/Answer Analysis by Assessment Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.15	Analysis of Student Responses Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.16	Analysis of Student Performance Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.17	Assessment Statistics by Edition Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.18	Assessment Statistics by Class Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
12.19	Create/Edit Student Feedback Report	P	Yes	Standard	Acadis Testing and Acadis Online Testing Portal
13.00	Documents				
13.1	Stores Standard Documents (Microsoft® PowerPoint®, Word®, Excel®, JPEG, PNG, PDF, others)	M	Yes	Standard	Acadis Documents module
13.2	Attach Documents to Individual User Records	M	Yes	Standard	Acadis Documents module
13.3	Attach Documents to Fulfill Certification Requirements	M	Yes	Standard	Acadis Documents and Acadis Compliance modules
13.4	Attach Documents to Fulfill Registration Prerequisites	M	Yes	Standard	Acadis Documents and Acadis

					Registration modules
13.5	Attach Documents to Class Templates and Class Records	M	Yes	Standard	Acadis Documents module
13.6	Attach Documents to Class Sessions (lesson plans, policies, instructor guides)	M	Yes	Standard	Acadis Documents module
13.7	Attach Documents to Training Event Records	M	Yes	Standard	Acadis Documents module
13.8	Attach Documents to Organization Records	M	Yes	Standard	Acadis Documents module
13.9	Attach Documents to Inventory Resource Records	P	Yes	Standard	Acadis Documents and Acadis Inventory modules
13.10	Attach Documents to Email Messages	M	Yes	Standard	Acadis Documents module and Acadis Portal Framework
13.11	Attach Documents to Employment Records	M	Yes	Standard	Acadis Documents module
13.12	Import Multiple Documents as Attachments	M	Yes	Standard	Acadis Documents module
13.13	Restrict Documents with Personally Identifiable Information (i.e., SSN)	P	Yes	Standard	Acadis Documents module
13.14	Open Documents in their Native Formats (may require native application be installed on user's workstation)	P	Yes	Standard	Acadis Documents module
13.15	Documents Lists with Filters	M	Yes	Standard	Acadis Documents, Acadis Compliance, Acadis Registration Acadis Inventory modules
13.16	Supports Accreditation Audits and Legal Proceedings	M	Yes	Standard	Acadis Documents module
14.00	Inventory				
14.1	Edit POST Assets	P	Yes	Standard	Acadis Inventory module
14.2	Customize Specific Inventory Information (e.g., type, serial number, certifications)	P	Yes	Standard	Acadis Inventory module
14.3	Track Asset Certifications, Expirations, and Inspections	P	Yes	Standard	Acadis Inventory and Acadis Compliance modules
14.4	Assign Inventory to Personnel or Location	P	Yes	Standard	Acadis Inventory module
14.5	Track Inventory Chain of Custody	P	Yes	Standard	Acadis Inventory module

14.6	Define Inventory Storage Locations (i.e., motor pool, armory, supply closet)	P	Yes	Standard	Acadis Inventory module
14.7	Import Inventory Resources	P	Yes	Standard	Acadis Inventory module
14.8	View/Search Inventory by Organization, Resource, or Chain of Custody Assignment	P	Yes	Standard	Acadis Inventory module
14.9	Assigned Resources Report Available in the Class Session Record	P	Yes	Standard	Acadis Inventory module
15.00	Internal Affairs Case Management				
15.1	Integrated Case Management Features	M	Yes	Standard	Acadis Case Management module
15.2	Search for Case Records by Subject Type and Name, and Related People	M	Yes	Standard	Acadis Case Management module
15.3	Add Points of Contact to User Type and Case Record	M	Yes	Standard	Acadis Case Management module
15.4	Add Related People to a Case Record	M	Yes	Standard	Acadis Case Management module
15.5	Specify an Organization as a Case Subject	M	Yes	Standard	Acadis Case Management module
15.6	Track Case Management Actions and Documents	M	Yes	Standard	Acadis Case Management module
15.7	Case Action Log and Summary	M	Yes	Standard	Acadis Case Management module
15.8	Case Progress Dashboard Interface	M	Yes	Standard	Acadis Case Management module
15.9	Automated System-Edited Case Actions	M	Yes	Standard	Acadis Case Management module
15.10	Create and Use Case Workflow Templates	M	Yes	Standard	Acadis Case Management module
15.11	Start and View Progress of a Case Workflow from the Case Record	M	Yes	Standard	Acadis Case Management module
15.12	Create and Sequence Searchable Custom Case Type values	M	Yes	Standard	Acadis Case Management module
15.13	Edit Cases through Permissions at the Case Type Level	M	Yes	Standard	Acadis Case Management module
15.14	Global Preferences Setting for Case Number Format	M	Yes	Standard	Acadis Case Management module
15.15	New Cases Indicator on the User Record, POST Level	M	Yes	Standard	Acadis Case Management module
15.16	Case Status as Customizable List Management Value	M	NHPS	Standard	Acadis Case Management module

15.17	Show Case Counts by Type in Tiles	M	Yes	Standard	Acadis Case Management module
15.18	New Cases Indicator on the Agency Record, POST Level	M	Yes	Standard	Acadis Case Management module
16.00	**Surveys not Training related evaluations**				
16.1	Design Custom Surveys Using Likert-Type Scales and Free-Form Text Fields (up to 250 characters)	P	Yes	Standard	Acadis Surveys module
16.2	Distribute Surveys Through Automated Emails	P	Yes	Standard	Acadis Surveys module
16.3	Distribute Surveys upon Completion of an Online Assessment	P	Yes	Standard	Acadis Surveys module and Acadis Online Testing Portal
16.4	Distribute Surveys to List of User Search Results	P	Yes	Standard	Acadis Surveys module
16.5	Define Respondent Groups	P	Yes	Standard	Acadis Surveys module
16.6	Collect Feedback on Training and Instruction for Continuous Improvement	P	Yes	Standard	Acadis Surveys module
16.7	Provide Save-as-you-go Support When Designing Survey Templates	P	Yes	Standard	Acadis Surveys module
16.8	Class Information Field on Surveys	P	Yes	Standard	Acadis Surveys module
16.9	Hide Unavailable Surveys	P	Yes	Standard	Acadis Surveys module
16.10	Current Survey Results in Digital and/or Graphic format	P	Yes	Standard	Acadis Surveys module
16.11	View and Export Survey Current Responses	P	Yes	Standard	Acadis Surveys module
16.12	View Survey Results Across Classes	P	Yes	Standard	Acadis Surveys module
16.13	Save Draft Respondents	P	Yes	Standard	Acadis Surveys module
16.14	Survey Start/End Dates Access	P	Yes	Standard	Acadis Surveys module
16.15	Filter and Analyze Survey Results	P	Yes	Standard	Acadis Surveys module
16.16	Print and Save Survey Analysis	P	Yes	Standard	Acadis Surveys module
17.00	**Interface Framework**				
17.1	Customer Branding of Login Page (Naming, Logo Upload, and Custom Text Options)	M	Yes	Standard	Acadis Portal Framework
17.2	Edit User Interface Permissions	M	Yes	Standard	Acadis Portal Framework
17.3	Add Custom Text Banner Viewable By Logged-In Users	P	Yes	Standard	Acadis Portal Framework
17.4	Non-LEO Self-Service Account Creation	M	Yes	Standard	Acadis Portal Framework
17.5	User Password Reset Self Service Page	M	Yes	Standard	Acadis Portal Framework
17.6	Single Sign-On Support	M	Yes	Standard	Acadis Portal Framework
17.7	User Search and Export List (see Output Reports)	M	Yes	Standard	Acadis Portal Framework

17.8	Automatic Refresh Status Changes in Training Data	M	Yes	Standard	Acadis Portal Framework
17.9	View My Training	M	Yes	Standard	Acadis Registration, Acadis Compliance modules, Acadis Portal Framework, and Acadis Workforce Portal
17.10	Workflow Task Monitor	M	Yes	Standard	Acadis Portal Framework
17.11	Control Primary Email Domain Values for User Types	P	Yes	Standard	Acadis Portal Framework
17.12	Self Service Account Creation Approval Query	P	Yes	Standard	Acadis Portal Framework, Acadis Training
18.00	**Forms (Input Reports)**				
18.1	Create Online Forms	M	Yes	Standard	Acadis Portal Framework
18.2	Form Creation uses Drag and Drop (Fields, Dropdown Lists)	M	Yes	Standard	Acadis Portal Framework
18.3	Form Fields Store and Save Common Currency, Numeric, Date formats	M	Yes	Standard	Acadis Portal Framework
18.4	Form Fields Store and Save Custom Format inputs (phone, zip codes, PSTC IDs)	M	Yes	Standard	Acadis Portal Framework
18.5	Ability to Add User-Defined Headers, Instructions, Bullets, Separators, Text, Checkboxes, and Dropdown Lists for Standardization of Data Collection	M	Yes	Standard	Acadis Portal Framework
18.6	Ability to Add Standard Data Elements for Collection on a Form	M	Yes	Standard	Acadis Portal Framework
18.7	Submit Form from Workflow Task	M	Yes	Standard	Acadis Portal Framework
18.8	Show Status of Form to Submitter, Agency, POST	M	Yes	Standard	Acadis Portal Framework
18.9	Ability to Send Automatic Email when a Form is Submitted, and or change of status of form	M	Yes	Standard	Acadis Portal Framework
18.10	Non-LEA users can submit specific forms	M	Yes	Standard	Acadis Portal Framework
18.11	Preview Layout and Formatting Prior to Publication	M	Yes	Standard	Acadis Portal Framework
18.12	Review and Export Collected Form Data	M	Yes	Standard	Acadis Portal Framework
18.13	Import Collected Data Mapped Fields	P	Yes	Standard	Acadis Portal Framework
18.14	Form Template Auto Versioning	M	Yes	Standard	Acadis Portal Framework
19.00	**In-Service Reporting**				
19.1	List of Required POST Courses, including Training Event Dates, Hours, Training Category	M	Yes	Standard	Acadis Portal Framework
19.2	Submit Assessment Results via the Interface	M	Yes	Standard	Acadis Portal Framework
19.3	Ability to Attach Documents to Training Event Submission	M	Yes	Standard	Acadis Documents module and

					Acadis Portal Framework
19.4	Submit Events with Differing Hours per Attendee	M	Yes	Standard	Acadis Portal Framework
19.5	Submit Events with Differing Training Category per Attendee	M	Yes	Standard	Acadis Portal Framework
19.6	Auto-Approve Training Events	M	Yes	Standard	Acadis Portal Framework
19.7	Administrator Review and Approval of all Submitted Trainings	M	Yes	Standard	Acadis Portal Framework
19.8	Show Primary Employment when Adding Students to Training	M	Yes	Standard	Acadis Portal Framework
19.9	Ability for Submitter to Update/Correct/Re-Submit In-Service Training	M	Yes	Standard	Acadis Portal Framework
19.10	Filter and Select from the List of Personnel when Adding Students to the Deferred Roster	P	Yes	Standard	Acadis Portal Framework
19.11	Creation / Edit Certificates	M	Yes	Standard	Acadis Compliance module and Acadis Portal Framework
20.00	User Interface				
20.1	View Individual Training History	M	Yes	Standard	Acadis Person Portal
20.2	Print Individual Training History Report	M	Yes	Standard	Acadis Person Portal
20.3	View Training Event Details through the User's Home Page	M	Yes	Standard	Acadis LMS, Acadis Online Registration Portal and Acadis Person Portal
20.4	View and Print Transcripts	M	Yes	Standard	Acadis Person Portal
20.5	Print Certificates	M	Yes	Standard	Acadis Person Portal
20.6	View / Print Professional History Report	M	Yes	Standard	Acadis Person Portal
20.7	Edit Personal Profile Information	M	Yes	Standard	Acadis Person Portal
20.8	View Employment History	M	Yes	Standard	Acadis Person Portal
20.9	View Certifications and Expirations	M	Yes	Standard	Acadis Person Portal
20.10	Print Certificates	M	Yes	Standard	Acadis Person Portal
20.11	Submit Applications for Certification Renewal	M	Yes	Standard	Acadis Compliance module and Acadis Person Portal
20.12	Launch Online Training Events	M	Yes	Standard	Acadis LMS and Acadis Person Portal
20.13	Access Discussion Forums from the User Interface Home Page	P	NHPSTC	Standard	Acadis LMS and Acadis Person Portal
21.00	Agency Employee Context				

21.1	Submit Employment Updates and Add/Remove Personnel (see Forms)	M	Yes	Standard	Acadis Workforce Portal
21.2	Submit Employment Separation Reasons and Details (see Forms)	M	Yes	Standard	Acadis Workforce Portal
21.3	Add Employment Separation Reasons and Details in the Workflows Interface (see Forms)	P	Yes	Standard	Acadis Workforce Portal
21.4	View Upcoming and Recent Certification Expirations for Employees	P	Yes	Standard	Acadis Compliance module and Acadis Workforce Portal
21.5	View Certification History for All Employees	M	Yes	Standard	Acadis Workforce Portal
21.6	View Employment History for All Employees	P	Yes	Standard	Acadis Workforce Portal
21.7	View Training History for All Employees	M	Yes	Standard	Acadis Workforce Portal
21.8	View/Print Personnel with Incomplete Training	P	Yes	Standard	Acadis Workforce Portal
21.9	View/Print Summary of Completed Training Hours to Ensure Compliance	P	Yes	Standard	Acadis Workforce Portal
21.10	Generate Completed Training History Reports for Workflow	M	Yes	Standard	Acadis Workforce Portal
21.11	Export All Training Records, with date/category filters	M	Yes	Standard	Acadis Workforce Portal
21.12	Export User Compliance Records	P	Yes	Standard	Acadis Workforce Portal
21.13	Search for Employees	M	Yes	Standard	Acadis Workforce Portal
21.14	Filter Employees by Name, POST ID, Employing Organization, and Other Employment-Based Criteria	M	Yes	Standard	Acadis Workforce Portal
21.15	Monitor Certifications and Expirations with Agency Context Permissions	M	Yes	Standard	Acadis Compliance module and Acadis Workforce Portal
21.16	Edit Employee Certification Applications	P	Yes	Standard	Acadis Workforce Portal
21.17	View All Requirement Details in Certification Applications	P	Yes	Standard	Acadis Workforce Portal
21.18	Edit Organization Contact Information	M	Yes	Standard	Acadis Workforce Portal
21.19	Edit Organization Points of Contact	P	Yes	Standard	Acadis Workforce Portal
21.20	View/Update Vehicle Inventory Assets for the Organization	P	Yes	Standard	Acadis Inventory module and Acadis Workforce Portal
21.21	Initiate and Approve Performance Evaluations	P	Yes	Standard	Acadis Performance Evaluations module and Acadis Workforce Portal
21.22	View Performance Evaluations for All Employees	P	Yes	Standard	Acadis Performance Evaluations

					module and Acadis Workforce Portal
22.00	Dashboards				
22.1	Customizable Dashboard Views	P	Yes	Standard	Dashboard functionality native to Acadis
22.2	Certification Dashboard	P	Yes	Standard	Dashboard functionality native to Acadis
22.3	Dashboards for Monitors and Reports in User, Agency and POST contexts	P	Yes	Standard	Dashboard functionality native to Acadis
22.4	Training Event Administration Dashboard	P	Yes	Standard	Dashboard functionality native to Acadis
22.5	Training Event Dashboard for Students	P	Yes	Standard	Dashboard functionality native to Acadis
22.6	Dashboards to Evaluate Statistics on Sending Organization Representation in Each Training Program	P	Yes	Standard	Dashboard functionality native to Acadis
22.7	System Announcements -Communications	M	Yes	Standard	Acadis Training module

TECHNICAL REQUIREMENTS					
State Requirements			**Vendor**		
Re q #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Prohibited Technologies					
	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf and No equipment or services on the FCC Covered List found here: https://www.fcc.gov/supplychain/coveredlist	M	Yes	Standard	Reviewed and agreed.
Security Compliance Requirements					
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations	CSRC (nist.gov)	M	Yes	Standard	Acadis is a FedRAMP-authorized software product (Moderate risk)

T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations | CSRC (nist.gov)	P	Yes	Standard	Acadis is a FedRAMP-authorized software product (Moderate risk)
StateRAMP Authorization					
T2.1	StateRAMP Ready/Authorized Certification Home - StateRAMP	P	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response.	M	N/A	N/A	Acadis is a FedRAMP-authorized software product (Moderate risk)

T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	M	N/A	N/A	As a FedRAMP-authorized software product, Acadis is already subject to continuous monitoring and regular audits by an accredited 3PAO.
Other Certifications in lieu of StateRAMP					
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized | FedRAMP.gov	P	Yes	Standard	Acadis is a FedRAMP-authorized software product (Moderate risk)
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance | Information Risk Management and Compliance	P	No	Not available /not proposing	Acadis is not a Health Care related product
Hosted Platform					
T4.1	The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments. 4 AWS US East/West 5 AWS GOVCLOUD 6 AZURE Commercial Cloud 7 AZURE Government (Includes Dynamics 365) 8 GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) 9 ORACLE Government Cloud – Common Controls 10 ORACLE Federal Managed Cloud Services	P	Yes	Standard	Client data is hosted in AWS GovCloud.
Individual Agency Compliance Requirements (examples listed below)					
T5.1	FTI Pub 1075	N/A	N/A	N/A	N/A
T5.2	HIPAA	P	No	Not available/ not proposing	Acadis does not support HIPAA information
T5.3	FERPA	P	Yes	Standard	Acadis is FERPA-compliant
T5.4	CJIS	P	Yes	Standard	Acadis is CJIS-compliant.

Information Technology Accessibility Compliance

	Web content and mobile applications must comply with WCAG 2.1, Level AA.	M	No	See notes	Acadis is evaluated against WCAG 2.0, though it is Level AA. Achieving WCAG 2.1 or 2.2 is currently prioritized and in progress.
	Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.	M	N/A	See notes	No hardware is required.
	Vendor shall complete the VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables https://www.itic.org/policy/accessibility/vpat	M	No	See notes	We currently utilize VPAT Version 2.4, submitted in Section III.

ACADIS VPAT

ACADIS | **Envisage Technologies, LLC Accessibility Conformance Report**
READINESS SUITE | VPAT® Version 2.4

Name of Product/Version: Acadis Readiness Suite/Version 4.24.2

Report Date: April 2024

Product Description:

The Acadis Readiness Suite, developed by Envisage Technologies, LLC, is a modular software solution that manages the full range of complex training and compliance operations critical for law enforcement, public safety, homeland security, and the military. Highly secure and FedRAMP authorized, Acadis tracks online, in-service, classroom, and field training and assessments. Highly customizable, its interrelated modules can replace multiple information systems, creating cost efficiencies and measurement capabilities not possible through unintegrated systems.

Contact Information: Heather DeMoss, (812) 330-7101, heather.demoss@envisagenow.com

Notes:

The Acadis Readiness Suite is a web-based software application. All WCAG 2.0 compliance responses are for Web. Support documentation is provided in PDF files as opposed to a tool built within the application. As such, general support documentation and service responses are given for Section 508, Chapter 6, but are not broken down to specific application criteria within the WCAG 2.0 section; that level of support is provided by PDF reader software, not the Acadis Readiness Suite.

"Voluntary Product Accessibility Template" and "VPAT" are registered
service marks of the Information Technology Industry Council (ITI)   Page 1 of 21

Evaluation Methods Used:

Method	Source	Scope of Use
axe JavaScript-based testing library running WCAG 2.0 AA and Section 508 tests	Deque Systems https://www.deque.com/axe/axe-for-web/	All pages in Acadis, Portal, and AT
Envisage proprietary JavaScript-based testing library for keyboard support issues not covered by axe	Envisage Technologies, LLC	All pages in Acadis, Portal, and AT
NVDA screen reader	NV Access https://www.nvaccess.org/	AT; Other areas as requested
Narrator screen reader	Microsoft/Windows 10	AT

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included in Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports**: Some functionality of the product does not meet the criterion.
- **Does Not Support**: The majority of product functionality does not meet the criterion.
- **Not Applicable**: The criterion is not relevant to the product.
- **Not Evaluated**: The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

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WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

References to Section 508 Chapter 504.2, Content Creation or Editing, and Chapter 6, 602.3 Electronic Support Documentation, have been omitted; Acadis is not an authoring tool, and support documentation is provided primarily in external files or systems.

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Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports**	Web: Supports: • Controls and inputs use visible text when possible, otherwise alternate text is provided by one of these means: accessible tooltips; text hidden from view using CSS but available to assistive technologies; or aria attributes. • Input fields are available to provide alternate text for images, audio, and video. • An input field is available to provide a name for online training content. • Non-text content is not used to create a specific sensory experience. • No CAPTCHAs are used. • Any purely decorative non-text content is marked aria-hidden or provided as a background image in CSS. Exceptions: • E-signatures have full keyboard support, but some screen reader support is lacking.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports** *if using the LMS or AT modules.* **Not Applicable** *to all other Acadis modules.*	Web: Supports Input fields for "alternate text" are available for AT questions and answers. These can be used to supply a transcript, which will be available to all students in a collapsible section below the relevant media player. Exceptions: As currently implemented, input fields may not allow enough text for a full transcript of long audio or video

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Criteria	Conformance Level	Remarks and Explanations
		files, and formatting is not allowed within the transcript field. Work is underway to correct this.
1.2.2 Captions (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports** *if using the LMS or AT modules.* **Not Applicable** *to all other Acadis modules.*	Web: Open captions (written directly into the video) are supported. Supplying captions is up to the content provider. No means is currently provided to upload a separate file for synchronized captions.
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports** *if using the LMS or AT modules.* **Not Applicable** *to all other Acadis modules.*	Web: **Supports** Input fields for "alternate text" are available for AT questions and answers. These can be used to supply a transcript, which will be available to all students in a collapsible section below the relevant media player. **Exceptions:** As currently implemented, input fields may not allow enough text for a full transcript of long audio or video files, and formatting is not allowed within the transcript field. Work is underway to correct this.
1.3.1 Info and Relationships (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: HTML is written semantically to express meaning and hierarchy of page elements. In cases where page layout is especially complex, semantic markup and aria attributes are used to provide information to assistive technologies.
1.3.2 Meaningful Sequence (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: CSS and tabindex are not used to change the order of information on the page *except* in certain field layouts with help links, where the link follows the input visually, but occurs before it in the markup so that the presence of help is apparent to a keyboard-only user before they enter the field.
1.3.3 Sensory Characteristics (Level A)	Web:	Web:

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Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 • 501 (Web)(Software)	Supports	Where visual information is necessary for the understanding of page elements, a text equivalent is provided in a keyboard-accessible tooltip and/or a text element visible only to assistive technology.
1.4.1 Use of Color (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: Where color is used to express meaning, a text equivalent is provided in a keyboard-accessible tooltip and/or a text element visible only to assistive technology.
1.4.2 Audio Control (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: Audio content does not play automatically.
2.1.1 Keyboard (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Partially Supports	Web: Supports All interactive elements appear in the tab order. Elements with mouse handlers also have appropriate keyboard handlers. Exceptions • Drag and drop reordering of customizable tables and Curriculum page bands is keyboard accessible without a screen reader open, but with a screen reader there are keyboard handling collisions. Work is in progress to remedy this. • Dashboard tile reordering cannot be done with keyboard only. • Drawing rooms in the Facility Maps feature requires using a mouse on a visual map of a facility.

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Criteria	Conformance Level	Remarks and Explanations
		• Custom Reports are based on a 3rd-party tool which requires using a mouse to drag form elements onto a visual report area. • Insights dashboards are based on a 3rd-party tool which partially implements keyboard and screen reader support. • The curriculum tree in the Class/Class Template left nav is based on a 3rd-party tool that is not navigable with a keyboard.
2.1.2 No Keyboard Trap (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: Elements with mouse handlers also have keyboard handlers. Closing or exiting an element is generally available by tabbing out, focusing and pressing Enter on an explicit "Close" action, or pressing Esc.
2.2.1 Timing Adjustable (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports**	Web: Standard session timeout is announced with an alert (visible and aria notated) and a countdown timer. Session can be extended by clicking or pressing Enter on the Ok button in the alert. Users have five minutes to extend their session following alerts. "Growl" notifications disappear after a set amount of time, which is not adjustable.
2.2.2 Pause, Stop, Hide (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports**	Web: "Growl" notifications pop over other content and auto-hide, but users can mouse over them to pause. There is not a keyboard-based way to pause. Growls can be hidden by clicking each message's "close" control. This is available through both mouse and keyboard.
2.3.1 Three Flashes or Below Threshold (Level A)	Web:	Web:

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Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 • 501 (Web)(Software)	**Supports**	The application does not use flashing content.
2.4.1 Bypass Blocks (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software	Web: **Supports**	Web: Every page includes a "Skip Navigation" link that moves focus to the main content area.
2.4.2 Page Titled (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: All pages are given page-specific titles.
2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: CSS and tabindex are not used to change the order of information on the page *except* in certain field layouts with help links, where the link follows the input visually, but occurs before it in the markup so that the presence of help is apparent to a keyboard-only user before they enter the field.
2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports**	Web: Supports: Visible text is used in links whenever possible. Links that display only non-text content include hidden, accessible text or use accessible tooltips to provide a text equivalent. Exceptions: • Previous page/Next Page controls in table pagination tools do not include accessible text.
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: Default language is specified on the HTML tag.

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Criteria	Conformance Level	Remarks and Explanations
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: Context changes are triggered by element activation, not focus.
3.2.2 On Input (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: Context changes are triggered by element activation, not input.
3.3.1 Error Identification (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: Input errors are always indicated with an icon and message next to the invalid item, and additionally with a change of background color on the input whenever possible. Error messages are marked up with aria attributes to act as alerts, and to ensure they are hidden when not applicable.
3.3.2 Labels or Instructions (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: All inputs are accompanied by properly formatted labels. When the design specifies no label for a given input (such as for the second value in a date range), a label tag is included but hidden from view.
4.1.1 Parsing (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: HTML is coded semantically using an IDE that facilitates complete markup. Attention is given to generated content to ensure unique IDs. The axe testing library from Deque Systems is used to help identify coding errors.
4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508	Web: Supports	Web: For custom controls, there is generally an underlying native HTML element whose state is updated

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Criteria	Conformance Level	Remarks and Explanations
• 501 (Web)(Software)		programmatically, and client events are fired to indicate state changes. Complex controls use aria attributes to indicate descriptive text when that can't be easily provided by a stateful native HTML element. Iframe usage is very minimal, but where it is needed, iframe titles are updated programmatically as their content is changed.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: Live audio is not used in the application.
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Does Not Support** *if using the LMS or AT modules.* **Not Applicable** *to all other Acadis modules.*	Web: LMS accessibility is up to the content provider. For AT, Acadis uses the HTML5 video player, but does not currently support adding a separate media file for Audio Descriptions.
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports**	**Supports** Color combinations used in the application are tested for contrast compliance and codified in an extensive CSS management tool. Where the design specifies a contrast level that does not meet accessibility requirements, higher contrast

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Criteria	Conformance Level	Remarks and Explanations
		colors are available by switching into the application's accessibility mode. **Exceptions** • Custom Reports are based on a 3rd-party tool. Some components within this tool do not have sufficient color contrast. • Insights dashboards are based on a 3rd-party tool. Some components within this tool do not have sufficient color contrast.
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports**	Web: **Supports** Page content and side navigation are fully available at high magnification. **Exceptions** The banner area at the top of the page is not scrollable, so if all modules (tabs) are available within a particular customer installation and if the user's monitor is not wide enough, the right-most tabs and the Help icon may not be visible at higher magnification levels. These elements are still keyboard accessible and are announced when tabbing through them and using a screen reader.
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: Images of text are not used, with the exception of customer-supplied logos, which may include text. Input fields are provided so that users can input alternate text that matches the logo's text when the file is uploaded.
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software	Web: **Supports**	Web: Most data pages can be found in two or more of the following ways: • A "quick search" feature • A search page specific to that type of data

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Criteria	Conformance Level	Remarks and Explanations
		• A search box within the relevant section's landing page • A list page linked from the side navigation • A list page linked from the relevant section's landing page
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: Visible section headings are represented by heading tags in the HTML. Nested headings use appropriate heading tag hierarchy.
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Partially Supports**	Web: Supports: For most elements, keyboard focus is always visible. For cases where visible focus styling is prohibited by the design, the application's accessibility mode makes a visible focus style available. Exceptions: • The curriculum tree in the Class/Class Template left nav is based on a 3rd-party tool that does not provide a visible focus indicator.
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: **Supports**	Web: The application currently uses only English-language content, which is covered by support for 3.1.1, Language of Page.
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software	Web: **Supports**	Web: Navigation at the top of the page is the same throughout the application. The order of these elements never changes. Navigation on the left-hand side of the page is the same throughout each section. The order of these elements never changes within the section. Groups of nav

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Criteria	Conformance Level	Remarks and Explanations
		elements in this area can be opened or closed by the user, and this state is saved throughout the user's current session.
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software	Web: Supports	Web: Navigation is common across all pages. Design guidelines specify naming, display style, and location of actions with certain common functions (Save, Cancel, etc.).
3.3.3 Error Suggestion (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: Error message text indicates the problem encountered; e.g., a missing value or an incorrect date format. Exceptions are made for pages like Login, where errors that are too specific might expose information about other users' accounts or permissions.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 • 501 (Web)(Software)	Web: Supports	Web: For Automated Tests, users are able to review answers before final submission. Users are prompted to confirm deletion of important information, and to provide a reason for the deletion. Cancelling the delete confirmation cancels deletion.

Table 3: Success Criteria, Level AAA

Notes: This table has been omitted. The Acadis Readiness Suite has not been evaluated for WCAG 2.0 Level AAA.

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Notes:

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Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Partially Supports	**Supports** Semantic HTML5 markup combined with aria attributes when necessary provides access to screen readers. When a feature is primarily visual, access to text-based data and functionality is provided on other pages. **Exceptions:** • Drag and drop reordering of customizable tables and Curriculum page bands is keyboard accessible without a screen reader open, but with a screen reader there are keyboard handling collisions. Work is in progress to remedy this. • Drawing rooms in the Facility Maps feature requires using a mouse on a visual map of a facility. • Custom Reports are based on a 3rd-party tool which requires using a mouse to drag form elements onto a visual report area. • Insights dashboards are based on a 3rd-party tool which partially implements keyboard and screen reader support.
302.2 With Limited Vision	Supports	Browser zoom can be used to increase text size. Focus is indicated by element styling to support keyboard use. Colors are tested

Criteria	Conformance Level	Remarks and Explanations
		for contrast. When design requirements require non-compliant color combinations, higher contrast colors are available in the application's accessibility mode. Visual elements such as icons that are not accompanied by visible text include mouse- and keyboard-accessible tooltips to explain their meaning.
302.3 Without Perception of Color	Partially Supports	**Supports** Colors are tested for contrast. When design requirements require non-compliant color combinations, higher contrast colors are available in the application's accessibility mode. Visual elements such as icons that are not accompanied by visible text include mouse- and keyboard-accessible tooltips to explain their meaning. **Exceptions** • Custom Reports are based on a 3rd-party tool. Some components within this tool do not have sufficient color contrast. • Insights dashboards are based on a 3rd-party tool. Some components within this tool do not have sufficient color contrast.
302.4 Without Hearing	Partially Supports – AT and LMS Supports – all other Acadis modules	Only the AT and LMS modules use sound in attached media files. Content creators can add text that describes their media file, or they can build captions directly into their media. Acadis uses HTML5 media players but does not provide a way to upload a separate caption file.

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Criteria	Conformance Level	Remarks and Explanations
302.5 With Limited Hearing	Partially Supports – AT and LMS Supports – all other Acadis modules	Only the AT and LMS modules use sound in attached media files. Content creators can add text that describes their media file, or they can build captions directly into their media. Acadis uses HTML5 media players but does not provide a way to upload a separate caption file.
302.6 Without Speech	Supports	No speech input is required.
302.7 With Limited Manipulation	Partially Supports	Most pages are coded so that they may be used with keyboard only, if needed. Features that are heavily visual and mouse-dependent provide access to their features in a more text-based alternate way. Exceptions: • Drag and drop reordering of customizable tables and Curriculum page bands is keyboard accessible without a screen reader open, but with a screen reader there are keyboard handling collisions. Work is in progress to remedy this. • Drawing rooms in the Facility Maps feature requires using a mouse on a visual map of a facility. • Custom Reports are based on a 3rd-party tool which requires using a mouse to drag form elements onto a visual report area. • Insights dashboards are based on a 3rd-party tool which partially

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Criteria	Conformance Level	Remarks and Explanations
		implements keyboard and screen reader support.
302.8 With Limited Reach and Strength	Not Applicable	Does not apply to a software-only system.
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	

Chapter 4: Hardware

Notes: This table has been omitted. The Acadis Readiness Suite does not include a hardware component.

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG 2.0 section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Supports	Accessibility mode can be enabled or disabled from a "Display Settings" option in the user menu in the header of every page.
502.2.2 No Disruption of Accessibility Features	Supports	Other application features do not override accessibility settings.
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.2 Modification of Object Information	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.3 Row, Column, and Headers	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.4 Values	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.

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Criteria	Conformance Level	Remarks and Explanations
502.3.5 Modification of Values	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.6 Label Relationships	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.7 Hierarchical Relationships	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.8 Text	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.9 Modification of Text	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.10 List of Actions	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.11 Actions on Objects	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.12 Focus Cursor	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.13 Modification of Focus Cursor	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.3.14 Event Notification	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
502.4 Platform Accessibility Features	Not Applicable	The Acadis Readiness Suite is not a platform on which other applications will run.
503 Applications	Heading cell – no response required	Heading cell – no response required

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Criteria	Conformance Level	Remarks and Explanations
503.2 User Preferences	Not Applicable	The Acadis Readiness Suite is a web application, and is not required to conform to 503.2.
503.3 Alternative User Interfaces	Not Applicable	No alternative user interface is provided that functions as assistive technology.
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Supports	The HTML5 media players include all controls necessary for accessible features.
503.4.2 Audio Description Controls	Supports	The HTML5 media players include all controls necessary for accessible features.
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	Not Applicable	The Acadis Readiness Suite is not an authoring tool.
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable	The Acadis Readiness Suite is not an authoring tool.
504.2.2 PDF Export	Not Applicable	The Acadis Readiness Suite is not an authoring tool.
504.3 Prompts	Not Applicable	The Acadis Readiness Suite is not an authoring tool.
504.4 Templates	Not Applicable	The Acadis Readiness Suite is not an authoring tool.

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supports	Accessibility feature documentation is provided along with other product documentation in the Help area of Acadis.
602.3 Electronic Support Documentation	Supports	Support documentation is provided in PDF format. The Adobe Reader has its own

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Criteria	Conformance Level	Remarks and Explanations
		accessibility features and is compatible with screen readers. Support documentation is located in the Help area of Acadis, available through the same accessible navigation as the rest of the app navigation.
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	Support documentation is provided in electronic format.
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supports	Envisage provides a well-staffed help desk responding to phone calls and emails. Team members have access to information about accessibility features.
603.3 Accommodation of Communication Needs	Supports	Users may call or send email to the help desk.

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SECTION IV: NARRATIVE RESPONSES

C-1.   Proposed Solution

TOPIC 1 - DESCRIPTION OF SOLUTION

The State will evaluate whether the proposed Solution includes the required features.

1. Provide a detailed description of your proposed Solution, including features and functionality.
2. Describe how your Solution meets the business requirements in B-2 Business Requirements/Technical Requirements.
3. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?

Envisage Response: The Acadis Readiness Suite is a proven, enterprise-class software solution that simplifies the complex operational training tasks common to the high-risk, high-volume blended training environments of law enforcement agencies. In addition to modernizing training operations, Acadis provides detailed tracking and documentation of classroom, online, and live skill instruction, including assessment and curriculum details, ensuring a complete and detailed training record for agencies and individuals regardless of the method of training delivery. Acadis automates and integrates costly standalone training functions and tracks a variety of resources throughout their lifecycle, thereby facilitating an accurate forecasting of current and future physical, technological, and human resource requirements. In summary, Acadis saves time and money through the consolidation of existing systems and the streamlining of workflows into a single framework.

Acadis consists of the training management system and a series of supporting software modules, which are configurable to support the full spectrum of training operations. These modules work in tandem to support and manage online and in-person classes, high-liability training, and complex training-related business processes. The modular system provides software to support specific areas of training management across an individual's entire career.

Acadis is a database framework that collects, organizes, and retains data essential to training and administration for law enforcement employees. Depending on their role in the organization, users can access Acadis via various user-friendly Portals, which are specifically designed for general employee use, test-taking and administering, student registration, and other functions. This gives each user quick access to the Acadis features that they need while protecting data security and requiring minimal training.

Unlike other training management systems, the Acadis Readiness Suite is designed specifically for the demands of law enforcement agencies. Also, unlike most other systems, Acadis is authorized at the FedRAMP Moderate Impact level and is CJIS-compliant. This benefits agencies that utilize cloud-based services by providing an advanced, consistent security standard, which is subject to continuous monitoring and audits to keep data protected even as threats to security evolve. Additionally, Acadis is focused on innovation, releasing enhancements and updates several times a year. The Acadis Product and Engineering team has decades of expertise in UI/UX, Agile methodologies and software testing and development to ensure consistent and easy to use interfaces and high-quality releases. The Agile methodology enables Acadis to invest in user research and usability testing, while maintaining focus on delivering quality releases to customers. Customer feedback is a critical component of this process, Acadis regularly engages with the customer community to solicit feedback on user experience and desired enhancements, utilizing high fidelity designs, usability testing and customer advisory groups.

Acadis is optimally suited to assist NHPSTC with this project for the following reasons:

- Built for Law Enforcement Academy and Continuing Education Training — Conceived and developed to manage the critical elements of law enforcement academy and continuing education training and compliance tracking, Acadis ensures that law enforcement professionals are trained to meet the rigorous demands of the job.
- Rapid Implementation — Core functionality that is typically required by our clients already resides in our software, which significantly reduces implementation timeframes. Additionally, Acadis RapidStart can be invoked to further reduce the total implementation time required and is our recommended approach to project implementation.

- Comprehensive Assessment — Manage testing in the classroom, in the field, or online with mobile options and student analysis.
- Enterprise-class — Acadis' software frameworks are designed for true enterprise-class performance and scalability. Whether deploying our technologies across vast geographic areas covering multiple agencies or tracking hundreds of thousands of employee records for a single client, our solutions have a proven and demonstrable record of success.

TOPIC 2 - TECHNICAL ARCHITECTURE

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.

2. Describe how your Solution meets the technical requirements in B-2 Business Requirements/Technical Requirements.

3. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)

4. How will the proposed Solution be accessed (i.e. Web Browser over Internet)?

5. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.

6. Describe any add-on or third-party Software required.

7. Is your product dependent on a solution not included in this Proposal?

8. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?

9. What components of the Software, such as Middleware, are proprietary?

10. Is the proposed application considered Open Source Software?

11. Describe any Open Source Software used by the proposed Solution.

12. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13, 21-R:14. http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm

13. Describe any hardware requirements associated with the hardware Solution.

Envisage Response: Since our founding, we have been designing solutions for the military, law enforcement, and public safety industries, and the security built into the Acadis architecture safeguards our clients' data while meeting the strict security requirements of federal and state oversight bodies. Acadis is a FedRAMP-authorized solution, designed to record sensitive personnel and organization information, and is subjected to multiple security scans to verify our compliance with security guidelines. Our developers recognize security vulnerabilities in source code and eliminate them. Acadis offers hosting services within a secure, FedRAMP-authorized cloud environment.

Acadis was built for scalability, with significant increases in end user access to the system supported. Accessible via any web browser, Acadis requires no additional software or hardware to purchase and maintain. Acadis utilizes no third-party software and is not an open source application. However, Acadis allows open formats such as .csv to be used for importing and reporting purposes. Acadis APIs also utilize generally used formats such as OAuth for authentication. PDF and MS Office formats used by Acadis are not open data formats but are generally the most-used formats in software industries. For additional details on proprietary and ownership rights, please refer to *Appendix B: Acadis Master License Agreement.*

Acadis is built on a proven, secure, and integrated architecture that meets or exceeds all required security elements of NIST 800 53.v4. Additionally, numerous federal agencies have granted Authority to Operate (ATO) to Acadis in their environments. Only software that provides exceptional assurance of data privacy and trustworthiness meets these strict standards. With each release, Acadis undergoes continuous testing for security vulnerabilities, ensuring that system security evolves with new classes of threats. Primary programming languages are C#, ASP.NET, JavaScript, HTML, and SCSS. Acadis has been under active development since 2005.

In addition, Acadis provides:

CJIS COMPLIANCE – The Acadis Readiness Suite environment has been independently validated and deemed to be compliant with the Criminal Justice Information Services (CJIS) information security requirements and controls.

DEFENSE IN DEPTH – We employ an overarching security strategy best described as "defense in depth." The Acadis security framework is designed to provide system administrators with the flexibility to work efficiently, yet never at the risk of compromising secure data and systems.

TOPIC 3 - ENHANCEMENTS AND NEW RELEASES

The State will evaluate the degree to which the solution appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Solution. Coverage should include but not be limited to the following:

1. What types (maintenance, Enhancement, other) of releases are planned?
2. What is the historical (past 3 years) and expected frequency of each type of new release?
3. How is the content of future releases determined? Required maintenance, security, user input?
4. Are Enhancements made for specific clients included in future releases for all clients?
5. What specific Enhancements are planned for release within the next 24 months?
6. How is the content of a release communicated to the client?
7. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
8. How long is a release supported?

Envisage Response: As Envisage continuously develops and enhances the Acadis platform, our Software-as-a-Service (SaaS) plan keeps our customers up to date through regularly scheduled version releases. The Acadis team plans releases to occur regularly throughout the year, providing our clients with updates to their licensed modules. Version releases as part of the Software Subscription program include:

- NEW FEATURES FOR EXISTING MODULES developed as part of the Agile development process. Feature enhancements, via periodic releases, are included with our SaaS offering.
- ENHANCEMENTS TO CURRENT FEATURES that improve and/or expand the use and function of the current version of Acadis.
- BUG FIXES, including hot fixes, which are critical issues with no known workaround. These fixes are our highest priority, and sometimes require an unscheduled release if the issue is of acute severity.

Regular software meetings with our user community allow clients to provide input about the future development of Acadis, including requesting enhancements and/or the addition of new features. Based on the consensus of our user community and available development resources, Acadis staff then prioritizes the development of enhancements and new features. Software meetings also provide for planning and identification of the progress for software development for all clients to understand what features will be available in the new release. Acadis publishes an annual Product Roadmap to keep customers informed of upcoming release priorities. The 2024 roadmap includes, but is not limited to, the release of a new module, Training Approvals to help Agencies digitize, track and route training requests, the launch of AgencyConnect to streamline and automate reporting training completions for Agencies using TargetSolutions, security enhancements to ensure compliance with FedRAMP Revision 5, focus on WCAG to comply with 2.1 standards, support for Chromebook and iOS with the Respondus Lockdown Browser and Acadis Testing to extend high security testing to more devices, and an upgrade to the SCORM Player to enable even more quality learning experiences. Acadis is focused on innovation and collaborates with several customers on specific enhancements – all enhancements are released to all customers and available to customers who own the module connected to an enhancement via SaaS subscription.

Envisage will provide all release management tasks, and work with the NHPSTC's user group to schedule these releases in a way that minimizes impact to system availability, often scheduling updates after standard business hours to limit impact. We will also offer scheduled demonstrations to show NHPSTC users the features and enhancements expected to be available in upcoming releases, with comprehensive Release Notes accompanying each release. While all previous Acadis versions are supported, Envisage encourages our customers to remain no more than two versions behind to receive the most benefits as Acadis evolves.

TOPIC 4 - DATA IMPORT/EXPORT STANDARDS

The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.

1. Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in B-2 Business Requirements/Technical Requirements.
2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
3. What standard Interface formats are used with the proposed Software. What degree of flexibility is available?
4. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
5. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
6. Are there any constraints upon the timing of batch Interfaces?
7. Provide an attachment with Data flow diagrams.
8. Describe your experience with organizations similar to the New Hampshire Police Standards and Training Council and discuss what historical Data they have and have not converted/migrated into the new system.
9. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help New Hampshire Police Standards and Training Council determine the right number of years to convert.

Envisage Response: Acadis includes a variety of tools and methods to assist our clients in successfully migrating their legacy data directly into Acadis. As a funded contract component, the Senior Implementation Manager assigned to the project will partner and consult with the client's project team to develop a strategy to import operational data and train Administrators on data imports within Acadis. Throughout the implementation and data migration process Envisage will lead the import effort for the data provided and reviewed by NHPSTC. The client will be responsible for providing data to Envisage for review in a timely manner in the format necessary to import.

At Envisage, as with many SaaS providers, it has been our experience that data migrations rarely make data better or "cleaner." The quality of the legacy data migration into Acadis has a direct correlation to the existing quality and integrity of the legacy data itself. Data in external systems that is rarely accessed often increases the scope and complexity of the migration with little operational benefit and should be evaluated for future benefit prior to determining the migration need of that data. In addition, we generally do not recommend migrations that alter data unless the data violates a business rule, in which case, the solution should always provide a clear and visible indication of the original condition of the legacy data. Envisage will work closely with NHPSTC to understand records retention policies, business operations and processes, as well as desired go-live timing to advise on a data migration strategy and plan that will best support NHPSTC.

Acadis has numerous methods and tools built to meet the needs of NHPSTC when bringing data into your environment. Files can be imported on an on-demand basis through the of our batch upload tools as well as on a scheduled online basis depending on the needs of NHPSTC. Our import and export batch tool wizards provide high levels of flexibility and support using industry standard .XLSX and .CSV files for import and exporting to .CSV files. API interfaces are available for some data integration points as well. Scheduling of batch interfaces is a feature available within Acadis, and while there are no timing constraints to the use of uploading or exporting data, your project team and Customer Success Manager will work with you on best practices to ensure high levels efficiency and data cleanliness.

Envisage will work with the client's project team to determine the best location for each data element and will work with the client's project team to build migration rules that allow the legacy data to conform with the Acadis data requirements. Through this process, Envisage will partner to migrate the legacy data into Acadis, but will not construct data that is not already present within the legacy data. However, Envisage and the client's project team will need to determine, if required, how to deal with data not already present that needs to be present for Acadis to work as planned. A successful data migration ensures that all pertinent legacy data has been migrated to Acadis and ensures that all business processes within Acadis function properly when utilizing converted data.

Envisage has significant experience in data migration of large numbers of records. One example involved migrating more than one million records across 367,000 active personnel for the New York Division of Criminal Justice Services. Our data import experience includes planning, identifying, and analyzing existing data and conversion requirements, preparing conversion specifications, developing and testing conversion strategies, and, finally, the conversion and migration of data.

The migration of legacy data typically occurs approximately 120 days after contracting.

C-2.   Vendor's Technical, Service and Project Management Experience

(Vendors whose product has a status of StateRAMP Ready or Authorized do not complete C-2.1, go directly to C-2.2 State Personnel and Training)

Envisage Response: Acadis is a FedRAMP authorized solution (Moderate risk). Per the instructions, we have omitted answers to C-2.1, which includes Topics 5 and 6.

C-2.2   State Personnel and Training

TOPIC 7 - USER TRAINING APPROACH

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.
2. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

Envisage Response: A comprehensive and effective training strategy will ensure that NHPSTC achieves the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Our training approach is designed to achieve skills mastery within a group of core Acadis specialists—including NHPSTC Subject Matter Experts (SMEs) and staff—who can, in turn, successfully train and mentor other users toward sustained success and self-sufficiency.

INTEGRATED TRAINING
A key benefit of the Acadis Agile approach is that training opportunities occur naturally as part of your ongoing relationship with Acadis. These frequent opportunities include:

- Acadis feature reviews as part of project status meetings
- Hands-on working sessions in Acadis with your Customer Success Manager
  - Exploring the features in Acadis
  - Identifying opportunities to re-engineer existing business processes to leverage Acadis capabilities
- The Acadis SaaS Subscription also allows customers to schedule on-demand, feature-specific, training sessions coordinated through your Customer Success Manager

Resulting from the various integrated training opportunities throughout the project implementation, NHPSTC key stakeholders and SMEs will typically be familiar with much of the Acadis functionality.

OPTIONAL TRAINING
As part of your contract, through virtual meetings or on site, if contracted, Envisage can also provide customized training for the NHPSTC team, including train-the-trainer sessions. Envisage will use a time-tested approach to deliver effective and efficient training tailored for NHPSTC. Since our process focuses on the client, we will work together with the NHPSTC team to determine the approach that best balances the aggregation of knowledge against applying that knowledge to your business processes.

Envisage uses an approach that is:

CUSTOMER-DRIVEN – We understand that each client has unique needs. Therefore, our goal is to provide unique training that aligns with the requirements of NHPSTC in terms of content and timing. NHPSTC and Acadis will work collaboratively to create the most beneficial training approach.
FLEXIBLE – The resulting training program can take place in a variety of forums and can target multiple audiences. NHPSTC may choose to leverage onsite training, web-based seminars, and/or training at Acadis headquarters to best meet the needs of each audience.

INTERACTIVE – Attendees are encouraged to participate in their training, using new skills in real-time on NHPSTC's individual workstations. Wherever possible, attendees will practice what they have learned using business scenarios from their own experience.

COLLABORATIVE – Envisage believes that training can provide a forum for both communication and learning. While NHPSTC will gain valuable experience in using the Acadis software, the Envisage team can gather equally valuable insights and information about NHPSTC's business processes, requirements, and needs.

ITERATIVE – Training is designed to continue building upon the cumulative experience the NHPSTC's team members have gained through previous working sessions, team interactions, demonstrations, and testing exercises.

HANDS ON – In order to build confidence in new or revised business processes, create impactful use case scenarios, and master new skills, participants are encouraged to experiment and explore Acadis.

LEVERAGED – By focusing on strategies such as train-the-trainer, NHPSTC gains long-term skills and knowledge it can share throughout its organization.

TIMELY – Typically, training occurs during the final phase of project implementation in order to maximize its impact as NHPSTC begins integrating the Acadis Readiness Suite into routine business processes.

ELEMENTS FOR SUCCESSFUL TRAINING
While Envisage recognizes that the training provided for NHPSTC will be unique, our experience has shown that a standard collection of learning elements can contribute to the success of the overall training experience. Some of these elements include:

- Hands-on training environment. Ideally, each student will have their own workstation (provided by NHPSTC) throughout the training
- A commitment to attending each session in its entirety
- Active participation by attendees with business or process knowledge
- Active participation by attendees whose roles require daily processing in Acadis, as well as those responsible for supporting and/or training other Acadis users within their organizations

In addition to user training, Envisage also provides Release Notes, which provide step-by-step instructions with each new release for new Acadis functionality and an Acadis Knowledge Base, accessible by any client.

TOPIC 8 - PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.

1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.

2. Provide an overview of Project Team interactions and dependencies between functions.

3. Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the system moving forward.

4. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.

5. Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?

6. Please utilize Table C-2.2 Proposed State Staff Resource Hours to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

Table C-2.2 Proposed State Staff Resource Hours					
State Role	**Planning and Project Management**	**Installation and Testing**	**System Deployment**	**Ongoing Operations**	**Total Hours**
Project Manager (key)	20	40	10	0	70
Administrator (key)	4	100	25	Ongoing as required	129
Subject Matter Expert (key)	4	100	25	Ongoing as required	129
IT Support	4	10	6	0	20
Executive Sponsor	4	0	4	Ongoing as required	8
TOTALS	44	250	70	Ongoing as required	356

NOTE to Vendor: **Key Assumption(s):** Denote key roles by adding "(key)" to the 'State Role' column. Add as many rows as necessary to complete the full proposed team.

Envisage Response: NHPSTC staff will be included on the Integrated Project Team, and will be responsible for help with planning, data migration, and end user training on the Acadis software. A strong commitment to collaboration and partnership between Envisage and NHPSTC is a hallmark for a successful project. Other keys to success include clear executive vision, support and leadership, strong subject matter expertise from key operational areas who are empowered to make key business decisions and fully understands the business processes, embracing change management, a defined system owner/administrator and active participation in the Configuration, Data Review, Training, and System Launch tasks required for implementation. Envisage will schedule weekly meetings per the scope of this project. The Implementation Manager will send meeting notes and regular status reports to all client stakeholders. An overview of the expectations of NHPSTC staff is provided in the following table.

Client Role	Client Role Description	Commitment
Project Manager	This individual will represent the interests of all stakeholders and serve as the primary contact to work directly with the Envisage Implementation Manager.	Attend weekly meetings, help manage project schedule, deliverable sign-off
Administrator	The Client Administrator is the Project Coordinator and main point of contact for the Envisage Technologies Implementation Manager. The Administrator will be the primary system administrator for the product during the scope of this project. This individual will also represent the interests of all the client's stakeholders and is empowered to make decisions. The Client Administrator must have the available time to focus on the project.	Attend weekly meetings and training, timely responses, participate in Platform Validation testing
Subject Matter Expert	Deep knowledge and understanding of current business practices and policies. Understands the "why" behind a given set of processes; possesses an attitude and understanding that questions the "we've always done it that way" ideal. This person provides guidance to the Administrator and Envisage Technologies Implementation Manager.	Attend most weekly meetings during System Configuration Phase, participate in Platform Validation activities
Information Technology Team	Deep knowledge and understanding of the technical aspects of the legacy systems. This role usually has multiple facets, but generally consists of team members who are skilled in legacy operating system, TCP/IP Networking, Firewalls, Antivirus, etc. This person provides guidance to the Administrator and Envisage Technologies Implementation Manager.	Attend ad-hoc meetings, provide technical expertise and information in a timely manner
Executive Sponsor	A key decision maker, strategic thinker, with influence across the organization. This individual should have a vision beyond their department and be able to finalize project tradeoffs while promoting teamwork and focus. The Executive Sponsor ensures that all resources involved in the project have the time and focus required to ensure that the project tracks to timelines, goals, and objectives.	Review major milestones and attend ad-hoc meetings, as-needed; provide decisions and guidance, as-needed, to keep the project on track

The Acadis Readiness Community is a hosted, 24x7 support environment where members can access knowledge articles, interact and collaborate with colleagues and industry professionals, submit and review questions and cases as well as connect with the Acadis Customer Care team. The community also provides Release Notes for each new version of Acadis as well as an ongoing continuum of support with an assigned Customer Success Manager will be the State's primary point of contact after implementation.

Acadis Readiness Community

What can we help you with?

Search for a knowledge article...

Chat with an Expert

VectorSolutions
ACADIS

Home   Support Webform   My Cases   Communities   More ∨

Collapse List

"Grant API Access for Searching Active Person Certifications in Acadis" – Acadis Readiness Suite Release Notes. Relea
000002325 · Validated
certifications for a given person. Search terms can be configured to search by Person ID, Academy ID, or by..."Grant
API Access for Searching Active Person Certifications in Acadis" – Acadis Readiness

I conferred certifications on a class and then realized the class's end date was wrong. How do I reconfer the certificati
000001658 · Validated
certifications with the corrected class end date. Keywords: issue, certificate, course...I conferred certifications on a
class and then realized the class's end date was wrong. How do

In the Portal, how do I renew my organization's certifications?
000001163 · Validated
Required Permissions To renew an organization's certifications in the Portal, a Portal user...In the Portal, how do I
renew my organization's certifications?

"New Options when Setting Calendar-Based Expiration Patterns for Certifications" – Acadis Readiness Suite Release N
000001237 · Validated
New Options when Setting Calendar-Based Expiration Patterns for Certifications (Compliance..."New Options when
Setting Calendar-Based Expiration Patterns for Certifications" – Acadis

Chat with an Expert

Cases

C-2.3   Project Execution

TOPIC 9 - IMPLEMENTATION APPROACH

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

1. Provide one or more feasible Implementation Plans. For each plan provided:
a. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
b. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower prices
c. Address the level of risk associated with each plan.
d. Why is this the approach you recommend?
2. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal?

Envisage Response: An overview of our standard implementation timeline is provided below:

a. Project Preparation: Kick-off Meeting
Envisage will coordinate the project kick-off meeting, providing a forum for the introduction of all team members, reviewing key contract elements, managing shared expectations, identifying roles and responsibilities, introducing the Integrated Project Team (IPT), determining communication strategies, and setting the weekly project meeting schedule.
Deliverable: Scheduled meeting
Time Frame: Approximately one (1) to two (2) weeks after contracting dependent upon customer requirements.

b. Acadis Software – Installation
Envisage will provide the client with a hosted instance of Acadis in our secure hosting environment with all purchased licenses assigned. An optional RapidStart will provide two Acadis team members to work at the customer site for three to five days (billed at an hourly rate, plus travel expenses) to provide in-depth business analysis for rapid installation, including current and planned uses of data and relationship-building with team members.
Deliverable: Hosted production instance of Acadis
Time Frame: Approximately two (2) weeks after contracting

c. Implementation Planning
Envisage will meet with client's subject matter experts (SMEs) to demonstrate the software and map Acadis functionality to client's systems/business processes. The purpose of this analysis will be to create plans for the project itself, including data import, testing, and training.
Deliverable: High-level plan with recommended durations
Time Frame: Approximately two (2) to three (3) weeks after contracting dependent on customer requirements.

d. Setup and Configuration of Global Preferences and Labels
Envisage will work with client's system administrators to set up baseline elements, such as Acadis user interface values, Fiscal Year settings, custom branding of web pages, and automated email notifications.
Deliverable: Baseline configuration of the required Acadis modules
Time Frame: Four (4) weeks after installation

e. Configuration of Customer-Specific List Values and User-Defined Fields
Acadis includes the ability to manage custom lists and user-defined fields throughout the system to match client terminology as closely as possible. The dynamic list management functions allow users to create and define drop down lists, further ensuring standardization within the system. This provides flexibility for client to define standard terminology within Acadis without the cost of programmers to modify system variables. This also supports the importation of legacy data to appropriate list fields within Acadis.
Deliverable: Assistance in selecting custom settings for Acadis modules
Time Frame: Twelve (12) weeks after installation

f. Managing Client Data Migration from Legacy System(s)

Acadis includes a variety of tools and methods to assist our clients in successfully migrating their legacy data directly into Acadis. As a funded contract component, the Customer Success Manager assigned to client project will provide management and support as client staff migrate the appropriate data from identified data sources into the Acadis environment. Envisage can provide full post-consultation data migration services, if desired, which include an in-depth data migration discovery meeting with the client. The data import activities involve planning, identifying, and analyzing existing data and conversion requirements, preparing conversion specifications, developing and testing conversion strategies, and, finally, the conversion and migration of data. A team review of migrated data verifies data consistency, format, and completeness.

Deliverable: Definition and management of data migration activities (e.g., meetings, data reviews, issue identification, strategy planning, pilot testing; completion of legacy data migration into the target Acadis database schema)

Time Frame: Typically, within 90 days of contracting unless a separate scope of work for data migration is defined at contracting.

g. Training on Purchased Modules

A comprehensive training strategy will help ensure that the client achieves the maximum return on investment when implementing and deploying Acadis. Envisage will train client's staff and SMEs who can then support other users for sustainable long-term success.

Deliverable: Training for Acadis modules

Time Frame: two (2) to four (4) weeks after data migration depending on customer requirements

h. System Implementation – Production Go Live

Based on the successful completion of all project activities and deliverables—as well as real-time input from the IPT—the client installation will be transitioned to "go live" status.

Deliverable: "Go Live" with Acadis in production environment

Time Frame: Envisage recommends the deployment of an initial go-live target functionality with 90-120 days of contracting. Additional use cases may follow throughout the implementation process, but early success in implementation is a critical factor to ongoing success for the program.

i. Ongoing Client Support

Envisage will provide project consulting and recommendations to the client throughout the implementation process, as well as Help Desk/customer care support for the duration of the contract. Envisage will also provide comprehensive user training for the SMEs, trainers, and key administrators identified by the client.

Deliverable: Regularly scheduled meetings with software demonstrations, releases/updates.

Time Frame: Ongoing

This project implementation approach allows us to maintain a dynamic approach to implementation utilizing an agile PMBOK approach to the project. Our agile methodology allows us to utilize a two-week "sprint" work period that are short, time-boxed iterations on the implementation that focus on the completion of specific groups of tasks that meet the project need of NHPSTC.

Throughout our experience implementing Acadis at both a state and federal level, we have found the flexibility provided by utilizing sprints allows us to provide traditional project management while also being adaptive to the needs of the stakeholders. While scope creep can often be challenging during implementation, this level of flexibility allows both project teams (Envisage and NHPSTC) to adapt to any new needs that may be realized during the implementation, as well as provide accountability for task completion within a manageable two-week window.

A sprint project and configuration plan will be provided to the NHPSTC project team during the kickoff phase of our implementation. This document will outline the necessary tasks that provide a roadmap to a successful and complete implementation based on NHPSTC's use case(s). As a part of the sprint project and configuration plan, a readiness assessment is also provided to ensure that as we approach the end of the implementation phase, each required use case has been thoroughly configured, trained on, and tested/gone through UAT prior to launch.

During the implementation phase of the project, NHPSTC will be provided access to an Envisage-hosted Microsoft SharePoint site for the safe and secure transfer of data throughout the project. This site will be the central location for access to all documents related to the implementation of Acadis.

TOPIC 10 - TESTING MANAGEMENT

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all "areas of testing", security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

It is anticipated that the test phases in Table C-2 Testing will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.

1. Describe in detail the end-to-end testing methodology you propose for this Project.
2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
3. Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

Table C-2 Testing

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process	Primary, Envisage will prepare tests cases for each sprint.	Approval of process, and validation of results.	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)
Test planning	Envisage create the test plans for each use case during the sprint process	The state will approve and validate the test plans meet the needs of the state.	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)
Test scenario development	Envisage will develop the required test scenarios	The state will validate that the scenario meets the specific requirement and approve test results	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)
Data preparation	Envisage will ensure the data is in the correct structure within Acadis for testing.	The state will need to provide and authorize the use of data for testing.	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)
System preparation	Envisage will review the configuration of the system before testing with the State	State to approve of testing preparation and validate this testing meets the outcome requirements.	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)
Unit Testing	Envisage will partner with the	The State may, at its own decision, conduct	Project Sprint	Typically completed per

			Plan and Defect Log	Sprint cycle (2-week working period)
	State on the appropriate testing scope and which project team should lead each testing phase.	the testing in conjunction with the Envisage project team. The State will also be required to validate the outcomes and define defects as located.		
System integration testing	Envisage will partner with the State to test the outcomes of any third party integrations the State determines they should utilize.	The State will be the primary testing team on any third-party integrations with Acadis. Envisage will document all outcomes of integrations, but State will be responsible for solution testing.	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)
Defect tracking	Envisage will track all defects and partner with the State for review and remediation.	State will validate test results and defects, aligning with the states three tier defect methodology and partner with Envisage on necessary remediation.	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)
Application stress testing and tuning.	Envisage continuously monitors application stress for issues and scales as required to meet customer requirements.	Provide feedback and validate system works within operational parameters.	Project Sprint Plan and Defect Log	Typically completed per Sprint cycle (2-week working period)

4. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
5. Will configured Software be delivered in functional components for State Acceptance Testing?
6. The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
7. What tools will be used to document and track status of suspected Defects?
8. What role will the State play in classification and prioritization of Defects?
9. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
10. Provide a sample User Acceptance Test Plan from a completed project as an appendix.
11. Will System performance be measured and documented using the State's infrastructure and Data? If yes, how? (Not needed for Hosting?)
12. Outline your methodology for Security and Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

Envisage Response: User Acceptance Testing (UAT) will be performed throughout the implementation process via the sprint process to verify and validate user requirements. A UAT sandbox will be provided to ensure that NHPSTC is comfortable with the software and configuration before full implementation and/or before any update to production. However, our testing and implementation processes utilize acceptance milestones that often make a sandbox site unnecessary. A permanent sandbox site will be provided, and the cost

is included in the SaaS subscription in this proposal.

Any successful system implementation requires a comprehensive and thorough approach to testing. It also should not be a single activity, nor the responsibility of one single person or group. Through the course of this implementation there will be sprints (incremental, iterative testing activities) as the teams actively configure the solution. Envisage's sprint process, for example, begins with a discussion to understand the need, then moves into constructing the configuration, then testing that function. This process is repeated and refined until the desired outcome for that unit of work is completed.

This same process is modeled through each phase of the project, so that the idea of testing and quality control is built into the delivery model. Whether addressing configuration, business process, data migration, application, or integration development, this iterative testing process is seen through the entire project delivery.

Coinciding with those individual, iterative testing patterns are unique issue, defect, and resolution logs. The individual plans around each sprint activity include specific deliverables for tracking of configuration and defects. Those plans identify the areas of the system that need to be configured, the business processes that rely on them, an overall indicator of completeness, whether the item has been tested, and if tested, which action steps are required to resolve any issues. In this model, defects in configuration are identified during the active sprint, and typically resolved with that same sprint (two week working window).

While Envisage treats every configuration defect with the highest priority, during the kickoff phase Envisage will review the State's triple level severity for defects and map those to our current processes for configuration and as well to our SLA model for application support in the rare event that product issues are identified. During the implementation phase, both teams will partner to define configuration defect severity to ensure that the platform is designed to meet the requirements of NHPOST and meeting the requirements of the Go-Live timeframe.

Each of those individual streams and component or functional tests are driving toward a singular goal: achieving a successful Go-Live and establishing the platform of continuous improvement. Accordingly, those streams are driving toward a comprehensive testing activity, as it is critically important to also validate each unit or piece as a part of the whole. The stakeholders need to experience the system in action to know that all aspects of the project work as intended, and that each process flows together in a useful and meaningful way. To ensure that the stakeholders are properly prepared for all aspects of the testing and validation process, administrators and the project team will be trained on that component of the process and provided access to configuration documentation as well the Acadis Readiness Community that hosts all platform documentation to support their efforts.

As defined, it is this testing activity that will validate all the pieces as a part of the whole, including aspects of the user experience, training documentation, business process decisions, the quality and impact of converted data, and any other Go-Live critical delivery areas.

Acadis is a FedRAMP-authorized system. FedRAMP penetration testing is required to be NIST SP 800-115 compliant. Given that Acadis has maintained authorization since July 2019, this represents at least four (4) successfully passed penetration tests, which are conducted alongside annual audits.

Delivery timeline leading to Solution Validation
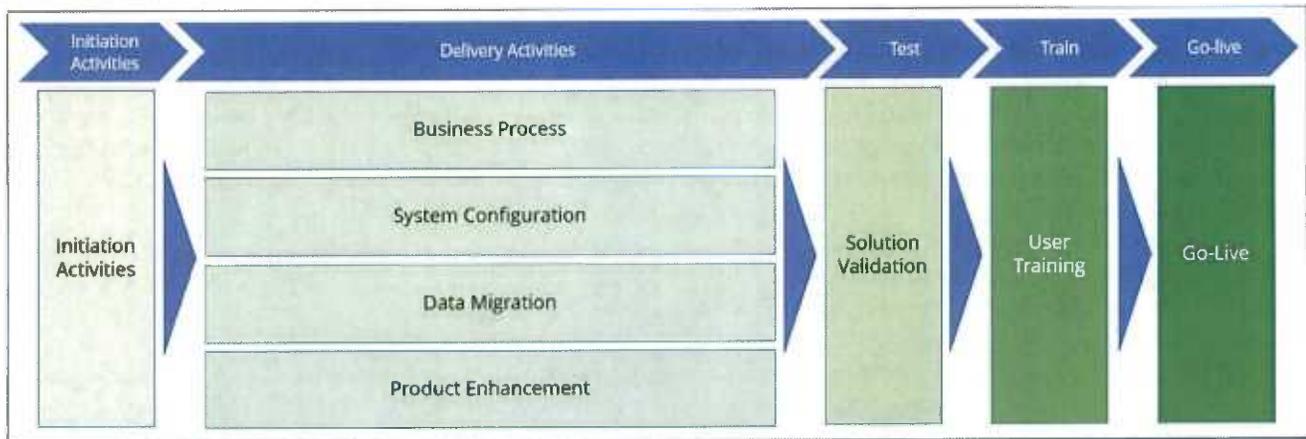
Envisage fully believes in testing that involves multiple levels of stakeholders and does not see testing as a vendor-centric activity. By involving the NHPSTC project team, the solution is validated through the eyes of the user, who is better able to identify issues that interrupt the user experience or uncover processes that do not flow efficiently. Though the testing will be led by Envisage, true testing is a shared responsibility.

In addition to the comprehensive testing activities, Envisage has a formalized Readiness Assessment process, which is intended to take an objective, holistic view to determining the organization's ability to successfully Go-Live. While not a testing document or activity by itself, this system health check also accounts for overall organizational readiness and provides measured statistics of each aspect of the implementation. A critical foundation of Agile development is the quality control structure that is naturally built into the process. Unlike traditional waterfall development, Agile stresses quality of product through continuous feedback loops and iterations with appropriate members of both our client and Envisage teams. Envisage also has dedicated Quality Assurance and Automation Testing teams that focus on application functionality. Every update of Acadis undergoes rigorous testing to ensure it operates as intended without compromising existing features. New features are introduced to customers ahead of time through regular user meetings to ensure they are comfortable with updates before they are installed. We identify and document acceptance criteria for each developed application feature, and then build automated tests to ensure that those acceptance criteria are met prior to features being manually tested. Currently, there are 60,000 automated tests that run every time a developer commits new code, and another 5,600 tests that run each night, as well as regression testing by our QA team, and manual/user tests based on specific customer use. We will work with NHPSTC to identify areas most critical for human testing. Releases are tested via automated tests and quality assurance testing. If NHPSTC has specific testing requirements for each release cycle, the Envisage team can write Selenium tests to automate this process as much as possible.

TOPIC 11 - MIGRATION STRATEGY

The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible.

1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from New Hampshire Police Standards and Training Council legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.
6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

Envisage Response: Acadis includes a variety of tools and methods to assist our clients in successfully migrating their legacy data directly into Acadis. As a funded contract component, the Senior Implementation Manager and Senior Technical Integration Specialist assigned to the project will partner and consult with the client's project team to develop a strategy to import operational data and train Administrators on data imports within Acadis. Throughout the data migration process Envisage will lead the import effort for the data provided and reviewed by NHPSTC. The client will be responsible for providing data to Envisage for review in a timely manner in the format necessary to import.

At Envisage, as with many SaaS providers, it has been our experience that data migrations rarely make data better or "cleaner." The quality of the legacy data migration into Acadis has a direct correlation to the existing quality and integrity of the legacy data itself. Data in external systems that is rarely accessed often increases the scope and complexity of the migration with little operational benefit and should be evaluated for future benefit prior to determining the migration need of that data. In addition, we generally do not recommend migrations that alter data unless the data violates a business rule, in which case, the solution should always provide a clear and visible indication of the original condition of the legacy data.

Envisage will work with the client's project team to determine the best location for each data element and will work with the client's project team to build migration rules that allow the legacy data to conform with the Acadis data requirements. Through this process, Envisage will partner to migrate the legacy data into Acadis, but will not construct data that is not already present within the legacy data. However, Envisage and the client's project team will need to determine, if required, how to deal with data not already present that needs to be present for Acadis to work as planned. A successful data migration ensures that all pertinent legacy data has been migrated to Acadis and ensures that all business processes within Acadis function properly when utilizing converted data.

Envisage has significant experience in data migration of large numbers of records. One example involved migrating more than four million records across 367,000 personnel for the New York Division of Criminal Justice Services. Our data import experience includes planning, identifying, and analyzing existing data and conversion requirements, preparing conversion specifications, developing and testing conversion strategies, and, finally, the conversion and migration of data.

The migration of legacy data typically occurs approximately 120 days after contracting.

TOPIC 12 - ENVIRONMENT SETUP

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.
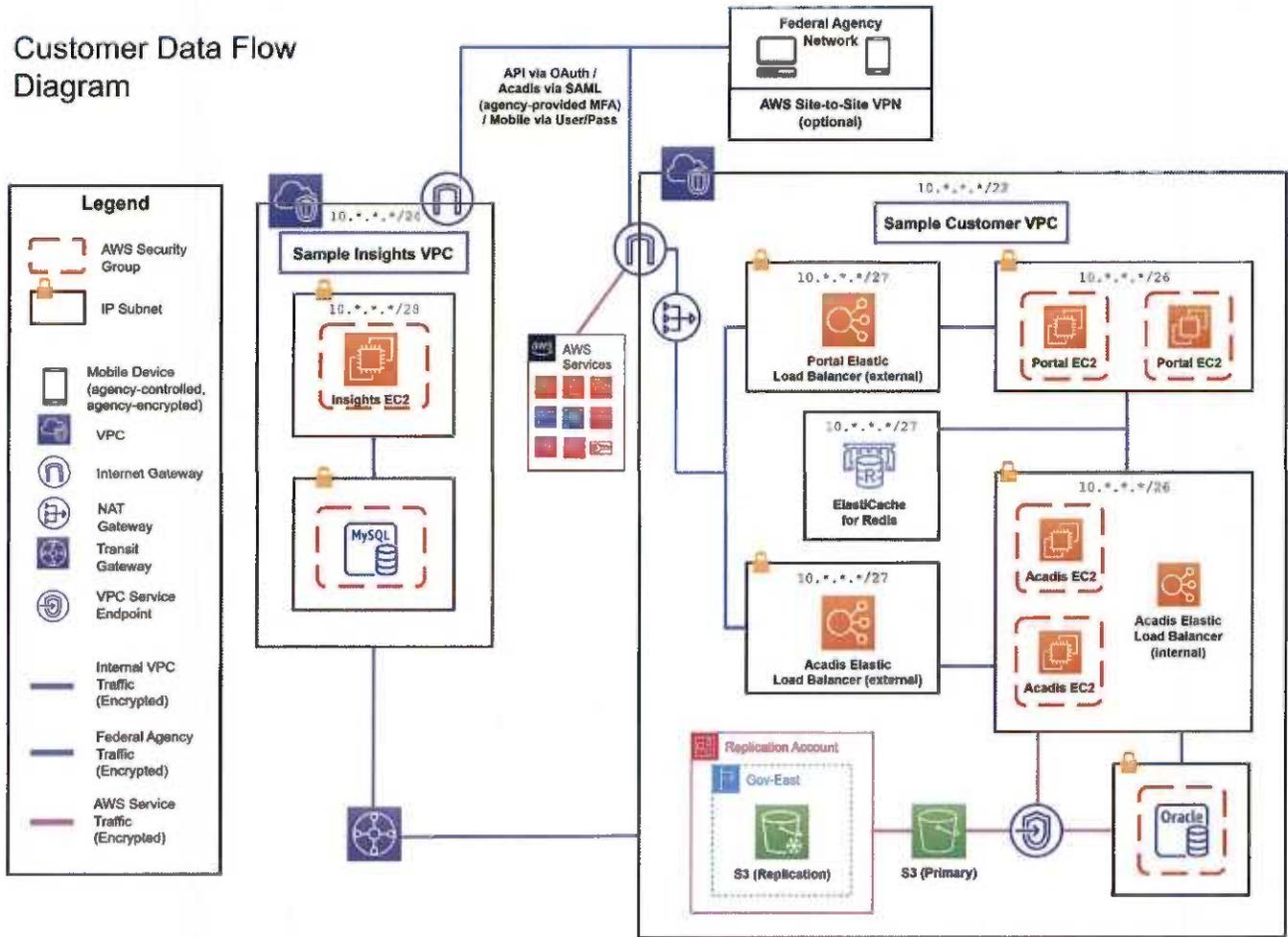
1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the implementation of the solution, including all necessary training.
2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
3. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
4. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)

Envisage Response: Since the Acadis environment setup is a part of the SaaS COTS application and is completely under the control of Envisage, the recommended environments, as illustrated below, will be followed.
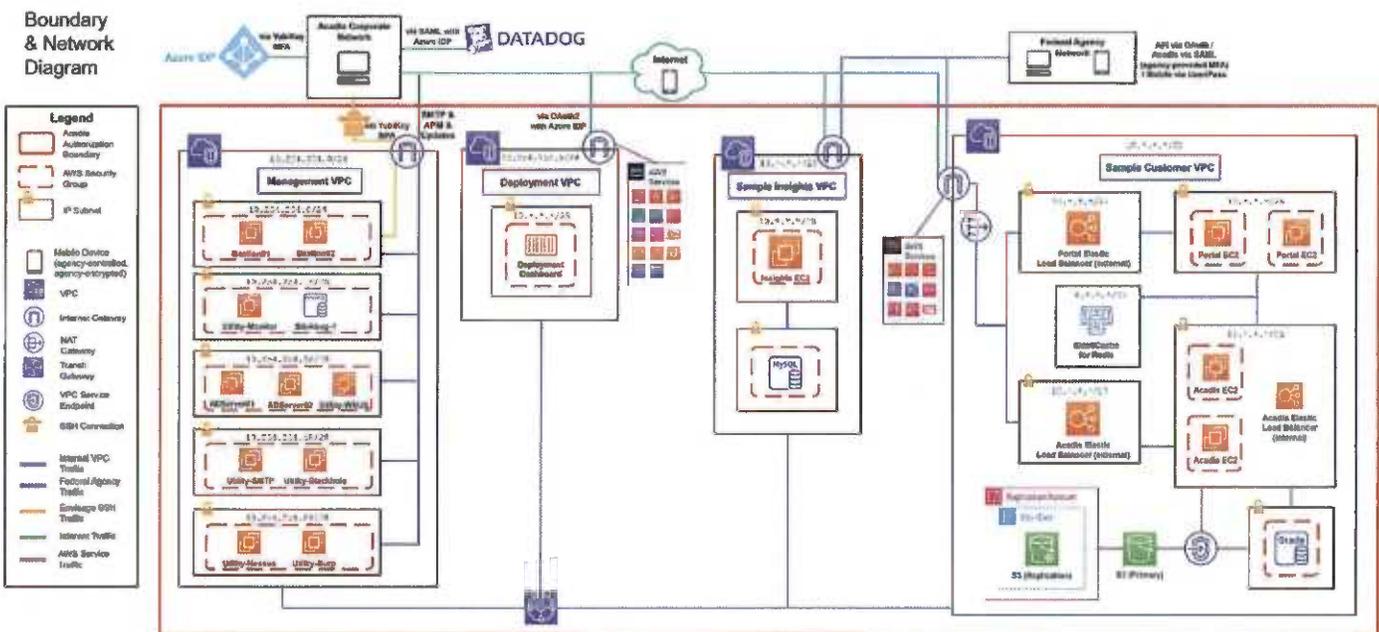
Customer Data Flow Diagram

Legend

- AWS Security Group
- IP Subnet
- Mobile Device (agency-controlled, agency-encrypted)
- VPC
- Internet Gateway
- NAT Gateway
- Transit Gateway
- VPC Service Endpoint
- Internal VPC Traffic (Encrypted)
- Federal Agency Traffic (Encrypted)
- AWS Service Traffic (Encrypted)

Federal Agency Network

AWS Site-to-Site VPN (optional)

API via OAuth / Acadis via SAML (agency-provided MFA) / Mobile via User/Pass

Sample Insights VPC — 10.*.*.*/26
- Insights EC2 — 10.*.*.*/29
- MySQL

AWS Services

Sample Customer VPC — 10.*.*.*/23
- Portal Elastic Load Balancer (external) — 10.*.*.*/27
- Portal EC2 / Portal EC2 — 10.*.*.*/26
- ElastiCache for Redis — 10.*.*.*/27
- Acadis Elastic Load Balancer (external) — 10.*.*.*/27
- Acadis EC2 / Acadis EC2 — 10.*.*.*/26
- Acadis Elastic Load Balancer (internal)
- Oracle

Replication Account
- Gov-East
- S3 (Replication)
- S3 (Primary)

C-2.4   Project Management

TOPIC 13 - SYSTEM ACCEPTANCE CRITERIA

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

1. Propose measurable criteria for State final Acceptance of the System.
2. Discuss how the proposed criteria serve the interest of the State.

Envisage Response: Prior to the start of training, the system is thoroughly tested in an end-to-end validation period. Envisage will show the completed configuration and business process items to the State's SME team. The State's SME reviews each aspect of the configuration and business processes to ensure that the configured system operates as expected. This is a time that identifies issues with local configuration or business processes and allows the teams to make final adjustments as they prepare for training and Go-Live.

Acceptance criteria are developed during the planning phase of the implementation and at the beginning of each configuration sprint. Acadis is a highly dynamic platform that meets the needs of academies and the various use cases within their requirements and creating specific measurable criteria is the outcome of the configuration plan as determined by both implementation and project teams.

Acceptance criteria with Acadis is typically defined as a Boolean response (successful/unsuccessful) and in the event of an unsuccessful test, a scale is applied to the level of defect and approach to the remediation.

Sample test criteria:

Test #6: At-A-Glance Training Monitor

- Navigate to the Training tab, and from the top of the left Monitor menu, select At-A-Glance Training.
- Verify that data appears without any error.

This test shows materialized views in Oracle are working.

Result: ☐successful / ☐unsuccessful

Initial for completion_____

TOPIC 14 - WORK PLAN, STATUS MEETINGS AND REPORTS

The State will evaluate whether the Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management "best practices" and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan. Additionally, the State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

1. The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
2. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.
3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
4. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
   a. All assumptions upon which the Work Plan is based;
   b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
   c. Assignments of members of the Vendor's team identified by role to specific tasks; and
   d. Critical success factors for the Project.
5. Discuss how this Work Plan will be used and State access to Plan details.
6. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.
7. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).
8. Describe your approach to knowledge transfer between all Vendor project teams for completion of all deliverables defined in this RFP and resulting contract.

The State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

9. The State believes that effective communication and Reporting are essential to project success. As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional price to the State.
10. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
11. Describe how you will report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

Envisage Response: Envisage will work with NHPSTC to coordinate and plan a formal project kickoff meeting. This meeting signifies the start of the project and should be attended by representatives from each of the NHPSTC project team stakeholders. Together during the meeting, the team will review the project organization, project governance, project

tracking and reporting tools, implementation lifecycle, and product development lifecycle.

The first project activity following the kickoff is a review of the primary client business processes. The NHPSTC project team will review and demonstrate to Envisage implementation staff the existing business processes. This includes explaining the "who, what, where, when, and why" for each process. This is when the client's project team will identify to Envisage any critical actions and workflows within the processes as well as associated dependencies, requirements, and performance metrics.

A sample project plan that will be customized per the needs of NHPSTC is provided below:

Envisage brings a depth of experience to each implementation and will utilize this expertise to successfully complete this project alongside you and your team. This project encompasses the deployment and implementation of the Acadis Readiness Suite.

Plan, Build, Launch, Support - this methodology and approach to implementation ensures that we are always aligned with your goals and outcomes and that you have a clear roadmap of the work to implement your product. Your Implementation Manager will work with you to initiate the Plan phase, which includes access to your site, and will continue partnering with you during the Build phase, in which collaboration is key for a successful Launch. The Envisage Customer Success and Care teams are well-prepared to continue supporting you and your users after the Launch and completion of the project. Our organization fully embraces the "customer for life" mentality, and we look forward to having you join the Envisage family.

A core practice used in the implementation process is a train the trainer approach where the implementation team provides training to the core client administrator group. Trainings are constructed in a "Teach-Show-Do" approach where the implementation team will walk through the necessary functionality, show the administrator team how to effectively complete the task/goal, and then allow the administrator team to complete the next steps to ensure they are empowered to administer all facets of the platform. Formal instructor-led and webinar training is also available and will be delivered, per the contract.
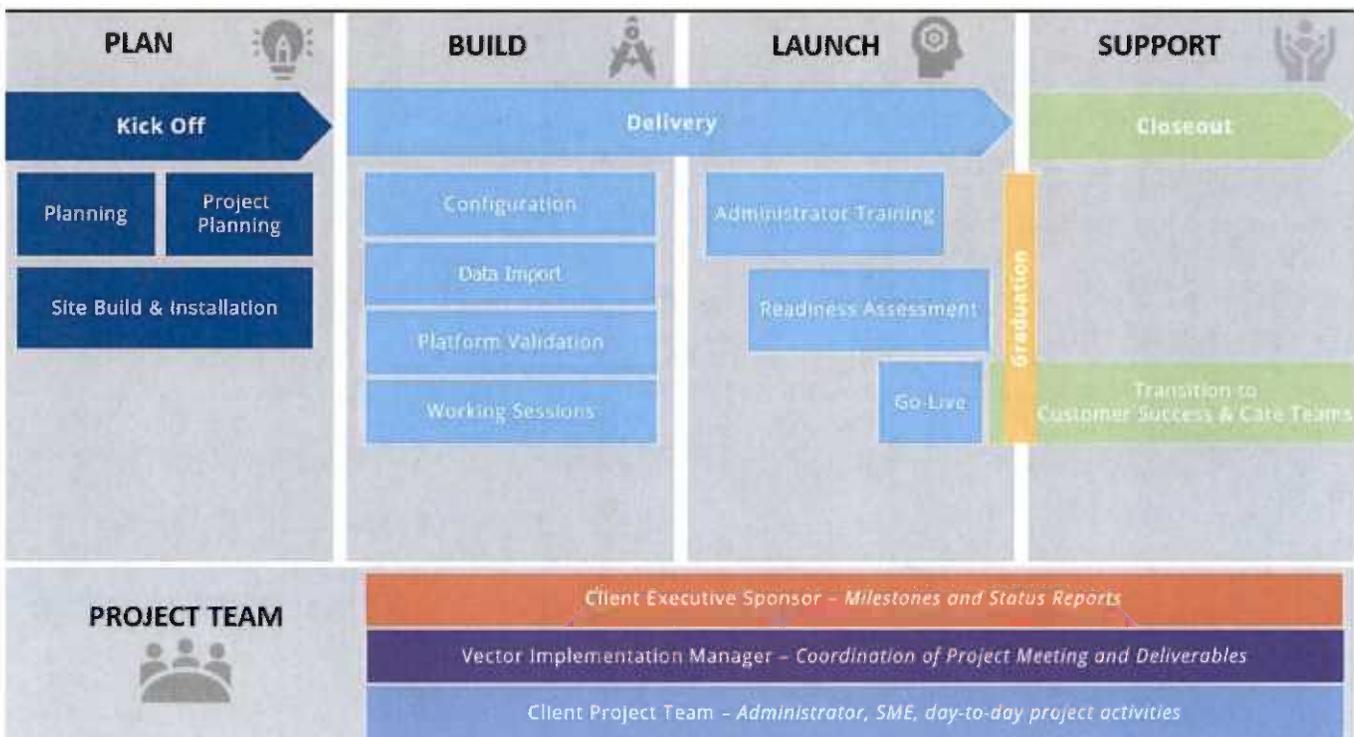
IMPLEMENTATION PHASES AND SCOPE

In every implementation project, a structured approach to the project ensures that it is well defined, requirements are clear and transparent, and schedules and quality are maintained. This enables us to ensure that you are set up and prepared to launch in a timely manner.

Based on our prior experience implementing comparable projects, Envisage anticipates that implementation of a project of this scope will be completed in three (3) phases, for a duration of approximately six (6) to nine (9) months.

Project Summary

Each phase of the project will consist of multiple tasks and deliverables to be executed by Envisage in partnership with the client's project team. The phases are structured to allow the client's project team to familiarize themselves with Acadis, and then build in more advanced processes during later phases. The following table defines the scope of software and services involved in this implementation.

Table 3 – Project Phases and Tasks

Phase	Tasks
Phase 1 – Kickoff	1.1 – Implementation Kickoff 1.2 – Project Initiation and Planning
Phase 2 – System Operational Build	2.1 – Infrastructure Setup & Installation 2.2 – System Configuration 2.3 – Client Data Import 2.4 – Solution Validation
Phase 3 – System Launch	3.1 – Administrator Training 3.2 – Readiness Assessment 3.3 – Go-live 3.4 – Customer Success and Care Transition 3.5 – Project Closeout

During the project, driving toward an on-time launch phase is a key responsibility for both Envisage and our clients. In the following phase descriptions, an outline of the tasks, deliverables, scope, as well as the roles and responsibilities of both Envisage and your project team is included. In our experience, this best practice approach will deliver high quality and timely results. These services and processes are designed to get your team into a ready to launch phase to deploy our product to your organization. It is imperative that you and your team be engaged and deliver the required data and decisions in a timely manner to ensure hitting the targeted launch date.

Figure 1 – EXAMPLE Single Phase Implementation
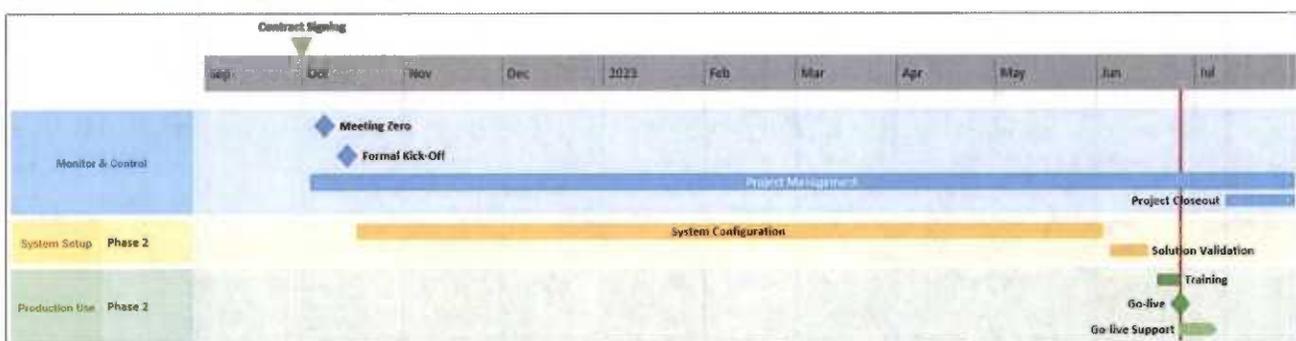
PROJECT ROLES AND COMMUNICATION

A strong commitment to collaboration and partnership between you and Envisage is a hallmark for a successful project. Other keys to success include clear executive vision, support and leadership, strong subject matter expertise from key

operational areas who are empowered to make key business decisions and fully understands the business processes, embracing change management, a defined system owner/administrator and active participation in the Configuration, Data Review, Training, and System Launch tasks required for implementation.

The Envisage team will schedule weekly meetings per the scope of this project. The Implementation Manager will send meeting notes and regular status reports to all client stakeholders.

Client Role	Client Role Description	Commitment
Project Manager	This individual will represent the interests of all stakeholders and serve as the primary contact to work directly with the Envisage Implementation Manager.	Attend weekly meetings, help manage project schedule, deliverable sign-off
Administrator	The Client Administrator is the Project Coordinator and main point of contact for the Envisage Implementation Manager. The Administrator will be the primary system administrator for the product during the scope of this project. This individual will also represent the interests of all the client's stakeholders and is empowered to make decisions. The Client Administrator must have the available time to focus on the project.	Attend weekly meetings and training, timely responses, participate in Platform Validation testing
Subject Matter Expert	Deep knowledge and understanding of current business practices and policies. Understands the "why" behind a given set of processes; possesses an attitude and understanding that questions the "we've always done it that way" ideal. This person provides guidance to the Administrator and Envisage Implementation Manager.	Attend most weekly meetings during System Configuration Phase, participate in Platform Validation activities
Information Technology Team	Deep knowledge and understanding of the technical aspects of the legacy systems. This role usually has multiple facets, but generally consists of team members who are skilled in legacy operating system, TCP/IP Networking, Firewalls, Antivirus, etc. This person provides guidance to the Administrator and Envisage Implementation Manager.	Attend ad-hoc meetings, provide technical expertise and information in a timely manner
Executive Sponsor	A key decision maker, strategic thinker, with influence across the organization. This individual should have a vision beyond their department and be able to finalize project tradeoffs while promoting teamwork and focus. The Executive Sponsor ensures that all resources involved in the project have the time and focus required to ensure that the project tracks to timelines, goals, and objectives.	Review major milestones and attend ad-hoc meetings, as-needed; provide decisions and guidance, as-needed, to keep the project on track

A successful governance profile illustration has been provided here to show the structure and hierarchical nature of the relationship between each key group:

PROJECT GOVERNANCE

Project Management governance principles hold that there are three connected constraints when moving forward on a project. Referred to as the "Triple Constraints," these are Cost, Scope (i.e., data quality, features), and Time (schedule). Each of these combines to determine the project's Scope. The project and executive teams will remain cognizant of these constraints when making impactful decisions, as a change in one side of the triangle will have an impact on another. A simple illustration of this triangle is included here (*Figure 2*), showing the connection of each item and their relational impact to the overall Scope. This SOW is creating the triangle.

A pillar of any successful project is the ability to effectively manage the scope, while allowing the appropriate level of flexibility to incorporate approved changes. The following guidelines will be used to manage the scope and changes within the project.

CHANGE CONTROL. It may become necessary to change the scope of this project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered that are outside the scope described in this document and the appendices). This project is being undertaken with the understanding that project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process as described below.

Figure 2 - Triple Constraint Triangle
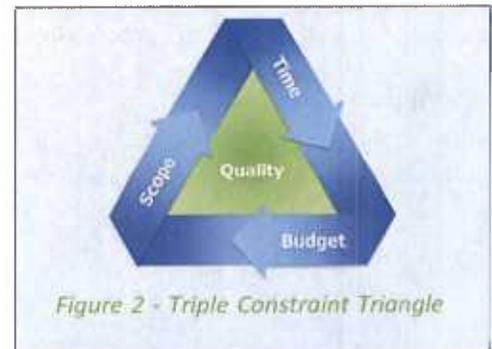
- **Change Control Board.** As a function of the governance process, the project teams will act as a Change Control Board. This entity will be responsible for reviewing and approving all project scope changes, authorization orders, change orders, and approval or authorization documents related to changes in scope.

- **Change Order Management.** Should the need for a significant change to project scope, schedule, and/or cost be identified during the Acadis Project, the change will be brought to the attention of the Project Team and an assessment of the change will occur. Any changes that may result in additional costs and possible delays relative to the implementation schedule will be clearly communicated and documented to the Change Control Board.

DELIVERABLE APPROVALS

As the project tasks and activities are completed, Envisage will provide Deliverables as described within this Statement of Work. These Deliverables will correspond to an invoice for services or software, per the contact. Envisage's Project Manager will provide the Deliverable as soon as is practical after the tasks representing the Deliverable have been completed. By sending the Deliverable, Envisage states that the tasks and activities for that Deliverable have been completed in accordance with the Statement of Work.

Remediation: If the client objects to the submitted Deliverable, the client will provide a written explanation of the tasks, activities, or issues that Envisage has not completed per the SOW or contract for that specific Deliverable. Envisage will review the explanation then, if in agreement, ensure that the tasks, activities, or issues are completed per the SOW or contract and will re-submit the Deliverable.

PROJECT APPROACH

Throughout the project, Envisage will leverage our extensive experience in similar projects, thereby allowing the client to focus on any strategic issues that need to be addressed as well as the strategic decisions that need to be made. The 3 (three) Phases involve a series of distinct tasks and deliverables for configuring and deploying the Acadis solution. The Phases and associated tasks will be performed in this project are detailed below.

PHASE I: KICKOFF

This phase involves Pre-Implementation Planning and the RapidStart, as well as facilitates verifying that the sequencing, timing, and scope for the project are correct. The specific tasks of this phase are described below.

TASK 1.1 – IMPLEMENTATION KICKOFF

Envisage will work with the client to coordinate and plan a formal project kickoff meeting. This meeting signifies the start of the project and should be attended by representatives from each of the client's project team stakeholders. Together during the meeting, the team will review the project organization, project governance, project tracking and reporting tools, implementation lifecycle, and product development lifecycle.

Assumptions

- The project kickoff will be a single meeting conducted virtually, or, if contracted, onsite in a single location.
- If contracted on site, the client's project team will provide a meeting room sufficient to conduct a project kickoff meeting.

Client Project Team Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Executive Team and Project Team will provide input and feedback into the Project Management Plan Deliverable.
- The client's project team will provide feedback and input on the Project Operational Plan deliverable.

Deliverables

Deliverable	Description
1.1.1 Kickoff Meeting	The Envisage Implementation Manager will coordinate an initial kickoff meeting with the client's implementation team of administrators. This meeting will cover the implementation process and expectations, purchased modules and configuration of your product, expected timelines, deliverables, and next steps. The Implementation Manager will also provide you with a Welcome Packet and Getting Started Guide.

TASK 1.2 – PROJECT INITIATION AND PLANNING

The first project activity following the kick-off is a review of the primary client business processes. The client's project team will review and demonstrate to Envisage the existing business processes. This includes explaining the "who, what, where, when, and why" for each process. This is when the client's project team will identify to Envisage any critical actions and workflows within the processes as well as associated dependencies, requirements, and performance metrics.

Assumptions

- The Rapid Start will involve stakeholder representatives from all in-scope divisions.
- The client's IT Team will provide access to the current system environments for conducting the business process review exercise.
- The client's project team will prepare business scenario documentation for the purposes of conducting the business process review (with direction from Envisage).
- Appropriate SMEs from the client's departments and their partners involved with any identified integrations will be available as needed during the integration portion of the business process review exercise.

Client Project Team Involvement

- The client's project team and client's IT team will participate in Rapid Start.
- The client's project team and client's IT Team will provide sufficient feedback and review of the Business Process Review Report.

- The Executive Team will finalize decisions on all identified Acadis modifications.

Deliverables

Deliverable	Description
1.2.1 Configuration Plan	Report capturing the results of the Rapid Start. This report will include: • Summary of the Rapid Start results • Prioritized listing of critical items • Listing of process redesign and business practice change opportunities • Configuration and Sprint Plan
1.2.2 Updated Project Schedule	Based on the findings in the rapid start, the project schedule will be updated to reflect the details around configuration sprints and the target Go-Live date.

PHASE 2: SYSTEM OPERATIONAL BUILD

During Phase 2 the joint project teams will begin executing on the plans established and approved within Phase 1. The installation, build out, and validation of the solution will be the focus of this phase of the implementation process.

Phase 2 of the implementation marks the first time both Envisage and resources from the client's project team will start working within the Acadis system. As such, it is imperative that all deliverables from Phase 1 be completed and approved before work starts on Phase 2.

Should resources from the client's team require Envisage resources to complete additional background or security clearances, those will need to be completed and approved prior to the start of Phase 2 as well.

TASK 2.1 – INFRASTRUCTURE SET-UP AND INSTALLATION – SAAS

Envisage and the client's IT Team will work together to determine and define the optimal settings for the Acadis environment. Acadis will be installed in the Envisage Technologies AWS Cloud by the Envisage Operations Team.

Assumptions

- All necessary required hardware for accessing Acadis will be in place and ready for use.
- Envisage will configure and install the Acadis environment.

Client's Project Team Involvement

- The client's IT Team will be involved in determining the optimal infrastructure configurations.

Deliverables

Deliverable	Description
2.1.1 Acadis Site Setup	Envisage shall confirm an Acadis site is set up for the client and that the client is able to access site.

TASK 2.2 – SYSTEM CONFIGURATION

After the initial software is delivered and installed, Envisage will work with the client's project team to establish the configuration of the application.

Testing Strategy, Organization, and Planning

Any successful system implementation requires a comprehensive and thorough approach to testing. It also should not be a single activity, nor the responsibility of one single person or group. Through the course of this implementation there will be sprints (incremental, iterative testing activities) as the teams actively configure the solution. Envisage's sprint process, for example, begins with a discussion to understand the need, then moves into constructing the configuration, then testing that function. This process is repeated and refined until the desired outcome for that unit of work is completed.

Acadis Configuration and Setup

In this task, Envisage will work with the client's project team to set up baseline elements such as user integration values, fiscal year settings, custom branding, and automated email notifications. This step will reduce the time required to configure the system, as it assumes that the items set up are one-time entries and will not need to be maintained by the client.

Envisage will then establish configuration working sessions based on the sprints outlined in the configuration plan. These sprint sessions will involve the Envisage implementation manager leading client's SMEs on the set up and maintenance of the various parts of the Acadis application.

Envisage is responsible for building business processes using existing Acadis functionality and best practice knowledge. Envisage may seek assistance from the client's Subject Matter Expert team in the form of process clarification or preference for values of local configuration items. The client is responsible for maintaining the configuration after the Go-Live.

Assumptions

- Envisage will complete the configuration sprints and configuration activities.

- Client's project team will designate at least one Subject Matter Expert (SME) to assist in configuration activities; SME must be authorized to make configuration and process decisions or must have a clear escalation path so that decisions are made within three business days.

- The client's project team will have the appropriate representatives to participate in the configuration sprints.

- The client's project team will complete their necessary configuration assignments in a mutually agreed upon timeframe.

Client Project Team Involvement

- The client's IT team and the client's project team will be involved in all aspects of the configuration process.

Deliverables

Deliverable	Description
2.2.1 Configuration & Sprint Plan Tracking	Document used to track the progress and completion of all application configuration tasks, activities, and assignments.
2.2.3 Acadis Configuration Completed	Envisage in conjunction with the client's IT and project team completes the Acadis configuration as detailed in configuration and sprint plan.

TASK 2.3 – CLIENT DATA IMPORT - DATA MIGRATION

If there is data to migrate, Envisage will partner and consult with the client's project team to develop a strategy to import operational data and train Administrators on data imports. If data migration services are a contracted line item, Envisage will lead the import effort. The client will be responsible for providing data to Envisage for review in a timely manner in the format necessary to import.

Templates for Data Import: Envisage will provide templates to the client for each type of data import within the product to ensure all standard data can be imported to the platform successfully. It is the responsibility of the client to export data from legacy platforms into the Envisage template format.

Data Review: Envisage will review the client's data file for thoroughness and validity for a successful import. Feedback will be provided with any necessary changes that are required to successfully upload data.

Data Import: Depending on services contracted, the Implementation Manager will either provide data migration consulting and the client will be responsible for importing their data into the system, or if contracted, the Implementation Manager will import the client provided data, per the scope outlined in the contract.

"As Presented" Migration Expectations

At Envisage, it has been our experience that data migrations rarely make data better or "cleaner." The quality of the legacy data migration into Acadis has a direct correlation to the existing quality and integrity of the legacy data itself. Data in external systems that is rarely accessed often increases the scope and complexity of the migration with little operational benefit and should be evaluated for future benefit prior to determining the migration need of that data. In addition, we generally do not recommend migrations that alter data unless the data violates a business rule, in which case, the solution should always provide a clear and visible indication of the original condition of the legacy data.

Envisage will work with the client's project team to determine the best location for each data element and will work with the client's project team to build migration rules that allow the legacy data to conform with the Acadis data requirements. Through this process,

Envisage will consult to migrate the legacy data into Acadis, but will not construct data that is not already present within the legacy data unless contracted for data migration services. However, Envisage and the client's project team will need to determine, if required, how to deal with data not already present that needs to be present for Acadis to work as planned. A successful data migration ensures that all pertinent legacy data has been migrated to Acadis and ensures that all business processes within Acadis function properly when utilizing converted data.

In our experience, many Legacy training management systems tend to leave the quality of the data in the hands of the user community. If the Legacy system did little to help ensure the quality of data, then it is extremely difficult, and sometimes impossible, to expect complete resolution through a data migration. Therefore, we find it best to actively manage the expectations of the user community. Although it is possible to experience positive feedback from user groups on the look and quality of converted data in Acadis, we recommend that users be cautioned against thinking that long-standing data problems will disappear or be improved through migration.

Final Non-Production Data Push – Issue Resolution and Acknowledgment Required

The client's project team will provide a good faith statement that the data has been reviewed and all known issues reported to Envisage. Issues discovered or reported after this point will be deferred until after Go-Live for resolution. Additionally, certain issues previously reported may be designated by mutual agreement as non-critical for Go-Live and may also be deferred to post Go-Live for resolution. Envisage and the client's project team will mutually determine a plan for post Go-Live data issue resolution if necessary.

Assumptions

- The scope of this task is limited to the review and consultation on client's people records, organizations, and employment (training, documents, and certifications) information. If contracted, the Envisage implementation team will conduct the migration in coordination with the client's project team based on the scope of work defined for that phase of the project specific to the client.
- If not currently contracted, additional data sources, data elements to be converted, or migration cycles represent a scope change and will require a contract amendment before they can be included.
- The Acadis platform requires data to be provided from the source system(s) in a non-proprietary format (e.g., comma separated ASCII files, or some other mutually agreeable form).
- Envisage and the client will agree upon an appropriate medium for delivering any necessary client data to Envisage for migration (e.g., SharePoint / SFTP).

- The client will deliver any necessary legacy data to Envisage in a consistent format for each data migration cycle; updates to the format must be approved by Envisage.
- This proposal assumes that all data will be converted "as-is" with limited or zero data construction, manipulation or clean up by Envisage. No data manipulation or fabrication will be performed. Data will not be split or merged.
- Envisage will work closely with the client's representatives to identify business rules before writing the migration. This step is typically defined as data mapping (mapping legacy data to Acadis destinations).
- If contracted in a client specific data migration scope of work, Envisage will perform up to four (4) data pushes per project phase and lock the migration code after the third iteration.
- Data review sessions will include participants from the client's project team.
- The client's project team and/or client executives will make the necessary decisions on the data migration strategic approach in a timely manner.

Client Project Team Involvement

- Unless contracted, the client's project team will perform the data migration with the Envisage implementation team consulting on the process.
- The client's project team will participate in data review sessions.
- The client's IT team is responsible for extracting and delivering legacy data to Envisage in a usable and agreed upon format.
- The client's subject matter experts and resources most familiar with the current data will be involved in the data migration effort.
- The client will be responsible for reviewing the converted data and reporting issues during each cycle, with assistance from Envisage.

Deliverables

Deliverable	Description
2.3.1 Load of Legacy Data into Staging Database	Legacy data migration successfully extracted from the legacy environment by the client's IT Team and loaded into the staging database by Envisage.
2.3.2 Initial Completion of Data Mapping	Initial mapping of legacy data is complete, sufficient to accommodate the first Data Migration Push. Client's project team will complete the mapping of data elements with assistance and guidance from Envisage.
2.3.3 First Data Migration Push	First data push from the staging database into the migration environment is completed.
2.3.4 Final Non-Production Migration Push	Final data push prior to Go-Live.

TASK 2.4 – SOLUTION VALIDATION

Prior to the start of training, the system is thoroughly tested in an end-to-end validation period. Envisage will show the completed configuration and business process items to the client's SME team. The client's SME team will review each aspect of the configuration and business processes teams to ensure that the configured system operates as expected. This is a time that identifies issues with local configuration or business processes and allows the teams to make final adjustments as they prepare for training and Go-Live.

Assumptions

- This task will be coordinated and conducted together with the client's subject matter experts.

- The client's project team will have developed the necessary test scenarios as part of the Business Process Review and Configuration activities.
- All appropriate stakeholders will participate in the Solution Validation review activity.
- External Stakeholders will provide the environment(s) necessary to conduct testing (integrations), as needed.
- All Go-Live required configuration and business processes will be developed and documented by the client prior to the start of Solution Validation. Updates to business processes are an anticipated outcome of Solution Validation.

Client Project Team Involvement

- The clien'ts project team and the client's IT Team will be heavily involved in conducting the Solution Validation task
- Additional SMEs and End Users may also be involved in the validation testing

Deliverables

Deliverable	Description
2.4.1 Solution Validation Report	Report documenting the completion and approval of Solution Validation. This includes verification of configuration, development, integrations, and updated business process procedures. Client acknowledgment: The client will acknowledge the Solution Validation activity has been completed and that all issues prioritized as Go-Live critical have been resolved. A plan for addressing any open issues, including any remaining that are Go-Live critical, will be mutually determined by Envisage and the client's project team.

PHASE 3: SYSTEM LAUNCH

During Phase 3 the joint project teams will train on the platform, launch the platform to users, and transition the client to the Envisage Customer Success and Customer Care system.

- Task 3.1 – Administrator Training
- Task 3.2 – Readiness Assessment
- Task 3.3 – Go-Live
- Task 3.4 – Customer Success and Customer Care Transition
- Task 3.5 – Project Closeout

TASK 3.1 – ADMINISTRATOR TRAINING
Training is a critical component to any successful deployment. This is the activity that gives most of the users their first experience with Acadis and can create confidence and excitement in the product and their own abilities.

Envisage will take the lead in training and will conduct admin user training ("train the trainer") for the client. A training plan will be jointly developed between the Envisage and the client's project team in advance of the training activity so that all involved parties can adequately prepare for the training.

Envisage will provide standard training materials that emphasize the core essential functionality of Acadis, representing the configuration and processes that were implemented. The client may choose to create additional training materials or leverage the business process documentation created during the project to act as training guides that emphasize the local business practices that the end users will utilize.

To satisfy the training needs of the client's Admin Users, Envisage will conduct up to three (3) days of Admin User Training. Classes will generally be conducted during normal business hours of 8:00 a.m. to 5:00 p.m., though the exact schedule will be jointly determined by Envisage and the client project teams. The training will be conducted by virtual meeting unless contracted to be completed onsite.

Assumptions

- The client's project team will work with Envisage to jointly develop a training plan that identifies the size, makeup, and subject-area of each of the training classes.
- The client's project team will provide training facilities and all equipment necessary to execute the agreed upon administrator training plan.
- Envisage will work with the client as much as feasible to provide admin-user training in a manner that minimizes the impact to client's departments' daily operations.
- Envisage trainers will train standard Acadis content.
- Envisage will supply standard Acadis training materials, which may include online or embedded Acadis help dialog and documentation.

Client Project Team Involvement

- Designated and trained client personnel will participate in the administrator training.
- The client may create custom training materials.
- The client will provide any training facilities or materials beyond the content provided by Envisage to conduct the training.

Deliverables

Deliverable	Description
3.1.1 Training Plans, Training Materials, and Training Matrix	The training plan will detail which client staff will attend each course. Envisage will be responsible for creating the Training Plans Matrix. The client will be responsible for completing the Training Plans Matrix. Envisage will provide training materials for standard Acadis functionality. Additional training materials that illustrate local business process decisions will be developed and delivered by the client's team with assistance from Envisage as necessary, based on the training needs identified. The exact materials to be produced and used during the training process will be determined by agreement of the joint project teams.
3.1.2 Administrator Training Delivered	Completion of the Administrator Training courses.

TASK 3.2 – READINESS ASSESSMENT

Ensuring the project is ready to Go Live, whether the launch methodology is a module-by-module or a complete release to end users at one time, is of critical importance.

Envisage will partner with the client's project team to complete a Readiness Assessment to ensure that the platform is ready for the Go-Live phase of the implementation. This assessment will be documented and shared with all stakeholders prior to entering into the Go-Live phase for agreement and transparency.

Assumptions

- Depending on the launch methodology, the Readiness Assessment may be revisited more than once for completion if being launched module-by-module.

- The client's project team will work with Envisage jointly to review the completed module(s).

Client Project Team Involvement

- The client's project team will reivew and sign-off on the the completed module(s) based on the launch methodology.

Deliverables

Deliverable	Description
3.2.1 Readiness Assessment	The Readiness Assessment will detail completion and variances from tasks and scope to ensure the needs of the client have been met prior to the Go-Live phase.

TASK 3.3 – GO-LIVE

Envisage will, as necessary, engage additional project implementation personnel to assist during the Go-Live process. The exact composition of the Envisage Go-Live team will be determined by Envisage, based on perceived need and any special conditions that may exist.

Envisage requires that the client's project team and SMEs act as primary supporting resources for the Go-Live event. In this capacity, the end users should report their issues to and ask questions of their peers in the client's organization who have been engaged in the project. This approach serves multiple purposes: it empowers the SMEs to own the solution that they helped establish and it gives the client's users and leadership confidence in the client's ability to self-support the solution. However, the SME and project teams will receive full assistance from Envisage.

The weeks prior to and after the Go-Live will be planned jointly by the client and Envisage. This includes activities regarding pending training, configuration, environments, operations, calendars, and personnel.

For every system Go-Live, Envisage strives to maintain business continuity and minimize downtime during regular business hours. Envisage will work with the client, in conjunction with the other participating entities, to plan for and determine the actual Go-Live date. The ideal timing for the Go-Live is during the slowest business day(s) of the week, and Envisage recommends completing the process over a weekend – as an example, Friday afternoon through Sunday morning – to limit impact on daily operations.

Assumptions

- External Stakeholders will be available to assist in supporting the integrations associated with the Go-Live process.
- Envisage will work with the client as much as possible to provide post Go-Live end-user training in a manner that minimizes the impact on daily client operations.
- The client's project team and SMEs will be the primary point of contact for the end users when reporting issues during Go-Live.
- The client's project team and SMEs will provide business process context to the end users during Go-Live.
- The Envisage Go-Live support team will be available to consult with the client's teams as necessary during the prescribed Go-Live period.

Client Project Team Involvement

- The client's project team will be involved in supporting the Go-Live process.
- The client's SMEs will be involved in supporting the Go-Live process and will be the primary point of contact for issues and questions that are reported by the end users.
- The client will assist Envisage with issue tracking and resolution and will actively participate in the issue triage and resolution process.

Deliverables

Deliverable	Description
3.3.1 Go-Live Status Reports	Weekly status reports that identify the running log of issues and associated resolution plans during the cut-over process to the new system. It is anticipated that there will be four (4) weeks of Go-Live status reports delivered.

TASK 3.4 – GRADUATION TO CUSTOMER SUCCESS AND CARE

This Stage represents project completion and will signal the conclusion of implementation activities. In this final Stage, the implementation project will be officially completed, and Envisage will work with the client to transition from implementation to operations and maintenance.

Assumptions

- All project implementation activities have been completed and approved.
- No material project issues remain.

Client Project Team Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
3.4.1 Customer Success and Care Meeting Completed	Envisage will host a meeting to introduce the client teams to the support and maintenance procedures. At the end of the meeting the project will transition from the primary delivery teams to the ownership and care of the Support and client Success teams. This signals the end of the implementation.

TASK 3.5 – PROJECT CLOSEOUT

This phase will formally close the project. Following the graduation to Customer Success and Customer Care, the project managers will ensure that all deliverables have been completed and no tasks remain open. At this time, the client may choose to begin Continuous Innovation projects, building on the completed Acadis solution.

Assumptions

- All project implementation activities have been completed and approved.
- No material project issues remain.
- All Deliverables have been completed and signed.

Client Project Team Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
3.5.1 Project Closeout Report	The project closeout report will be approved by the Executive Team signaling final completion of the implementation project.

TOPIC 15 - PROJECT RISK AND ISSUE MANAGEMENT

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on project issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in project risk and issue management.

1. Provide proposed methodologies for project risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

Envisage Response: The implementation manager will execute Envisage's Project Implementation Methodology (PIM). The PIM is based upon a combination of Project Management Institute (PMI) standards, the Project Management Book of Knowledge (PMBOK), and years of successful Envisage project management activity deploying training management solutions. Our methodology has been refined while implementing our training management software in hundreds of departments.

Unlimited time and resources are luxuries that no project enjoys. In most cases, projects require informed trade-offs among competing constraints – budget, schedule, risk, and quality. The primary goal of project management is to complete the project goals with an acceptable balance among these constraints. When viewed objectively, projects that are on time and on budget are considered successful. But the project must also deliver on its objectives and achieve an acceptable level of quality while carefully managing risks.

Envisage's project management approach seeks to effectively balance these constraints through:

- A statement of work that clearly defines project deliverables and constraints as well as a formal process for managing scope change;
- Clearly defined roles and responsibilities for both the State and Envisage, including well-defined authority for approving project goals and scope;
- Forthright and frequent communications;
- Continuous risk assessment and risk management; and
- Substantial participation by the State in both the management and implementation of the project.

Envisage has over 20 years of project management experience in implementing complex, integrated training systems. During this time, Envisage's methodology has been built on best practices, and its project management team has accumulated over several hundred years of collective project management experience.

To ensure that the project balances all constraints, regularly scheduled meetings and project updates that identify key milestones as Green (on-track), Yellow (of concern), and Red (off track) are provided on a weekly basis. This consistent and transparent reporting system within our project management framework ensures that all stakeholders are informed in a consistent and timely manner of when projects are faltering in any specific area of constraint.

TOPIC 16 - SCOPE CONTROL

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

1. Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

Envisage Response: Project Management governance principles hold that there are three connected constraints when moving forward on a project. Referred to as the "Triple Constraints," these are Cost, Scope (i.e., data quality, features), and Time (schedule). Each of these combines to determine the project's Scope. The project and executive teams will remain cognizant of these constraints when making impactful decisions, as a change in one side of the triangle will have an impact on another. A well-defined Scope of Work provides a method to ensure that controls are in place for delivery of the pre-approved product.

A pillar of any successful project is the ability to effectively manage the scope, while allowing the appropriate level of flexibility to incorporate approved changes. The following are guidelines that Envisage has used in the implementation of Acadis for over 20 years.

It may become necessary to change the scope of this project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered that are outside the scope described in this document and the appendices). This project is being undertaken with the understanding that project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process as described below.

- **Change Control Board.** As a function of the governance process, the Envisage and the State's teams will establish a Change Control Board. This entity will be responsible for reviewing and approving all project scope changes, authorization orders, change orders, and approval or authorization documents related to changes in scope.

- **Change Order Management.** Should the need for a significant change to project scope, schedule, and/or cost be identified during the Acadis Project, the change will be brought to the attention of the PMO and an assessment of the change will occur. At times, changes may result in additional costs and possible delays relative to the implementation schedule. Promptly after any request or recommendation for a change is presented, the change request will be reviewed by the Change Control Board. If approved by the Change Control Board, the parties will work collaboratively to develop a Change Order, and every effort will be made to adhere to the implementation schedule.

As with other Acadis implementations, the Project will involve many decisions to be made throughout the project. The decisions will vary from higher level strategy decisions to smaller, detailed project level decisions. It is critical to the success of the project that the State designate specific individuals for making decisions on behalf of their department, or "project leads."

As the project tasks and activities are completed, Envisage will provide Deliverables as described within this Statement of Work. These Deliverables will correspond to an invoice for services. Envisage's Project Manager will provide the Deliverable as soon as is practical after the tasks representing the Deliverable have been completed. By sending the Deliverable, Envisage states that the tasks and activities for that Deliverable have been completed in accordance with the Statement of Work.

Remediation: If the State objects to the submitted Deliverable, the State will provide written explanation of the tasks, activities, or issues that Envisage has not completed per the SOW or contract for that specific Deliverable. Envisage will then ensure that the tasks, activities, or issues are completed per the SOW or contract and will re-submit the Deliverable.

Though each implementation project is unique, Envisage's experience has shown that there are several common factors used by our Clients that are critical to the most successful implementations. They are:

- **Governance:** Strong and clearly defined project governance for the NHPSTC and Envisage, as individual organizations and as a partnership; make key decisions swiftly.

- **Governance:** Establish clear "guiding principles" for the project and project team. These principles should help the team create a decision-making framework, whereby they understand how to approach project decisions, know when a trade-off can be made, and know when to escalate issues that need management approval or resolution.

- **Resources:** Dedicating a pool of knowledgeable and driven resources within the State's organization as part of the project team; empower the project team to make decisions and provide a clear escalation path for items that require management approval.

- **Scope Management:** A commitment to delivering the required scope and actively managing project change requests; making reasonable trade-offs when comparing "desired" features or functions against the project's timeline and budget.

- **Scope Expectations:** A recognition that Go-Live is one step in the State's long-term evolution and is not the only time that features and functions can be implemented; avoid chasing perfection.

- **Scope Expectations and Organizational Change:** A commitment to utilize the Acadis applications "out of the box" when possible; use what is available and challenge the desire to modify the software.

- **Organizational Change:** A State commitment to review, revise, and update current business practices to conform to the new software; having a mindset that acknowledges and embraces the pending changes.

- **Organizational Change:** Keeping the entire State organization "in the loop" as it pertains to the software rollout; communicate the project's goals, expectations, timelines, and status at regular intervals.

- **Education:** Ensuring that users at each level are trained to use the software as it applies to their role in the organization.

This is certainly a non-exclusive list but does represent many of the key categories of factors that contribute to the success of a project. Following these as guidelines and principles can reduce the risk of a project's failure.

TOPIC 17 - QUALITY ASSURANCE APPROACH

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

1. Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software). Discussion should include but not be limited to:
   a. Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
   b. The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission; and
   c. Testing of Software Deliverables prior to submission for Acceptance Testing.

Envisage Response: All deliverables provided to the State, whether written, software, or non-software, will be of high quality for their review with all stakeholders in the process. Envisage has over 20 years of experience providing the highest quality deliverables to our State and Federal clients across the country with some of the most rigorous quality standards requirements.

During the Plan phase of the implementation the State will work with Envisage's implementation team to review, approve and if necessary, amend the current written and non-software deliverables provided during the implementation process where applicable and possible.

Software deliverables will follow the standard quality plans laid out by Envisage to ensure all deliverables are of the highest quality and free from programmatic issues. The State will have the opportunity to review software updates in their provided test site, prior to that release being pushed to their production instance of Acadis.

C-2.5   Ongoing Operations For Vendor Hosted Solution

(Vendors whose product has a status of FedRamp or StateRAMP Ready or Authorized do not complete C-2.5.)

Envisage Response: Acadis is a FedRAMP authorized solution (Moderate risk). Per the instructions, we have omitted answers to C-2.5, which includes Topics 18-21.

C-2.6   Ongoing Operations For State Hosted Solution

TOPIC 22 - SUPPORT AND MAINTENANCE FOR STATE HOSTED SYSTEMS

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.

1. Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
2. Describe the Database support requirements.
3. Describe how support and maintenance issues are tracked and prioritized detailing methodology and if any additional Software is required. For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
   a. nature of the Deficiency;
   b. current status of the Deficiency;
   c. action plans, dates, and times;
   d. expected and actual completion time;
   e. Deficiency resolution information;
   f. Resolved by;
   g. Identifying number i.e. work order number; and
   h. Issue identified by.
4. Describe any procedures required to handle escalation and emergency calls. Describe how the Vendor will work with the State to identify and troubleshoot large-scale System failures. Describe the Vendor's Change Management policy for notification and tracking of change requests as well as critical outages.
5. Detail the types and frequency of scheduled support and maintenance tasks required.
6. Describe any different levels and or models of support and maintenance that you provide.
7. Describe how you will enable the State to deploy the selected managed service for endpoint detection and response within the State Hosted Server Environment.

Envisage Response: Envisage is not proposing a state-hosted system, but rather a secure cloud-hosted solution. The following information pertains to how we provide ongoing support to our clients.

Envisage provides Tier Two support of issues, questions, or problems specific to the Acadis application and work processes as part of the standard software subscription. The Acadis Help Desk will investigate issues and provide user assistance and on-the-spot training and guidance. The Acadis Help Desk will also serve as the means for requesting enhancements to Acadis functionality.

Our Help Desk support team is available by phone, chat, and email Monday through Friday from 8:00 a.m. – 8:00 p.m. Eastern Time. Outside of these standard hours, we maintain an on-call support team that is available 24/7 (including holidays) via our support telephone line, capable of handling urgent issues and empowered to call in additional resources, as needed. Envisage also assigns to NHPSTC a Customer Success Manager responsible for the management of the Acadis implementation process, and a Customer Care Specialist who will support NHPSTC post-implementation.

Our support teams maintain a comprehensive system in which we track all change requests and problem reports. Our Help Desk team prioritizes and assigns all calls that are not immediately resolved, with most issues solved during the call.

Our support services include:

- Continuum of personalized support with assigned Customer Care Specialist
- Monthly status calls

- Solutions strategies
- Release webinars and monthly customer collaboration sessions
- Ongoing training
- Real-time feedback for ongoing product development
- On-demand Help Desk support: standard hours Monday through Friday, 8:00 a.m. – 8:00 p.m. ET, with on-call, after-hours support
- Release Notes for each new version of Acadis
- Assistance with custom Advanced Data Exports
- Ongoing development of content for Acadis Knowledge Base

ACADIS PREMIER SUPPORT SUBSCRIPTIONS

To leverage the decades of experience gained from working with public safety organizations, clients can choose to add Premier Support to their Acadis Readiness Suite subscription. We offer the Acadis Premier Support subscription, our high-end, high-touch support solution, structured specifically for complex business and training operations, providing additional support above and beyond what is included in the standard Acadis Readiness Suite subscription. Premier Support is an annual subscription and is available in multiple support types and levels:

ACADIS PREMIER SUPPORT SERVICES

Acadis Premier Support Services is available at multiple levels – Platinum, Gold, or Silver – each with a distinct set of value-added, strategic, and consultative services. With a Premier Support Services Subscription, clients will have access to an assigned Premier Account Manager, offering the peace of mind that comes with knowing you have a trusted Acadis advisor and advocate to work with in support of your mission. Your Premier Account Manager will help evaluate new challenges and new opportunities unique to your business, working as an integral member of your team to develop solutions that help expand and extend your use of Acadis.

ACADIS PREMIER ADMIN SERVICES

Acadis Premier Admin Services is designed to provide expert-level system administrator talent and expertise to help manage day-to-day operations of your Acadis solution. Also available at multiple levels – Platinum, Gold, or Silver – your assigned Acadis Premier System Administrator will help not only help manage your system and your users, but will also be available for training opportunities, real-time reporting to support your Acadis solution, management of regular data import projects, and active collaboration with other Acadis resources and teams in support of programs critical to the ongoing success of your business and mission.

ACADIS PREMIER PLATINUM SUPPORT "REMOTE" SUBSCRIPTION

The Premier Support Platinum Subscription provides access of up to 100% of the annual capacity* of your Premier Account Manager, and includes the following:

- Priority access to the Acadis Help Desk with a dedicated Premier Support email address to use when submitting questions or issues to the Help Desk, with escalation oversight and/or reporting.
- Dedicated time with your team for a detailed review of new functionality in each Acadis release that can help support your mission.
- Acadis-centric project coordination and planning meetings, with regular updates and assessment of project status and priorities.
- Up to four (4), one-week onsite Rapid*Refresh* working sessions during the subscription period, at the client's preferred meeting location, to analyze current business processes and Acadis usage, identify emerging business challenges, and strategic planning.
- Product training sessions for your Acadis user community, focusing on new features and/or refresher courses, as desired.
- Ad-hoc meetings and working sessions, based on your Premier Account Manager capacity*.Assistance with coordinating meetings, activities, updates, reporting, and more for customers with an active Continuous Innovation (CI) subscription.
- Dedicated working sessions focused on Acadis-based solution strategies in support of your evolving business requirements.

- Provide up to three (3) hours each month of customized support-oriented reporting (e.g., monthly reports, special/custom reports, etc.).
- Assist with and/or manage activities that support upgrades to new versions of Acadis, as well as assisting with appropriate User Acceptance Testing (UAT) activities.

The Premier Support Platinum Subscription is our high-end, full-service offering to ensure clients have access to the strategic services and product expertise necessary to continue implementing industry-leading solutions in training and compliance management.

ACADIS PREMIER GOLD SUPPORT "REMOTE" SUBSCRIPTION

The Premier Support Gold Subscription provides access of up to 50% of the annual capacity* of your Premier Account Manager, and includes the following:

- Priority access to the Acadis Help Desk with a dedicated Premier Support email address to use when submitting questions or issues to the Help Desk, with escalation oversight and/or reporting.
- Dedicated time with your team for a detailed review of new functionality in each Acadis release that can help support your mission.
- Acadis-centric project coordination and planning meetings, with regular updates and assessment of project status and priorities.
- Up to two (2), one-week onsite Rapid*Refresh* working sessions during the subscription period, at the client's preferred meeting location, to analyze current business processes and Acadis usage, identify emerging business challenges, and strategic planning.
- Product training sessions for your Acadis user community, focusing on new features and/or refresher courses, as desired.
- Ad-hoc meetings and working sessions, based on your Premier Account Manager capacity*.
- Assistance with coordinating meetings, activities, updates, reporting, and more for customers with an active Continuous Innovation (CI) subscription.
- Dedicated working sessions focused on Acadis-based solution strategies in support of your evolving business requirements.
- Provide up to two (2) hours each month of customized support-oriented reporting (e.g., monthly reports, special/custom reports, etc.).
- Assist with and/or manage activities that support upgrades to new versions of Acadis, as well as assisting with appropriate User Acceptance Testing (UAT) activities.

The Premier Support Gold Subscription is our mid-level offering to ensure clients have access to the strategic support services and product expertise necessary to continue implementing industry-leading solutions in training and compliance management.

ACADIS PREMIER SILVER SUPPORT "REMOTE" SUBSCRIPTION

The Premier Support Silver Subscription provides access of up to 25% of the annual capacity* of your Premier Account Manager, and includes the following:

- Priority access to the Acadis Help Desk with a dedicated Premier Support email address to use when submitting questions or issues to the Help Desk, with escalation oversight and/or reporting.
- Dedicated time with your team for a detailed review of new functionality in each Acadis release that can help support your mission.
- Acadis-centric project coordination and planning meetings, with regular updates and assessment of project status and priorities.
- One (1), one-week onsite Rapid*Refresh* working session during the subscription period, at the client's preferred meeting location, to analyze current business processes and Acadis usage, identify emerging business challenges, and strategic planning.
- Product training sessions for your Acadis user community, focusing on new features and/or refresher courses, as desired.
- Ad-hoc meetings and working sessions, based on your Premier Account Manager capacity*.
- Dedicated working sessions focused on Acadis-based solution strategies in support of your evolving business requirements.

The Premier Support Silver Subscription is our most cost-effective service to ensure clients have access to the strategic services and product expertise necessary to continue implementing industry-leading solutions in training and compliance management.

ACADIS PREMIER ADMIN SERVICES "REMOTE" SUBSCRIPTION

The Premier Support Admin Services Subscription provides real-time access to your Premier System Administrator at the following levels:

- *Premier Platinum Admin Services:* up to 100% of the annual capacity* of your Premier System Administrator
- *Premier Gold Admin Services:* up to 50% of the annual capacity* of your Premier System Administrator
- *Premier Silver Admin Services:* up to 25% of the annual capacity* of your Premier System Administrator

No matter which level of service you choose, the same suite of value-added services is available to your business, including:

- Daily system administration and management activities supporting your Acadis solution.
- Priority access to the Acadis Help Desk with a dedicated Premier Support email address to use when submitting questions or issues to the Help Desk, with monthly or quarterly reporting.
- Provide assistive Tier 1 support for your existing helpdesk team(s) or services when troubleshooting Acadis issues and when an issue needs to be escalated to Acadis.
- Prepare, manage, and monitor business-critical data import activities and projects.
- Administer the Acadis Online Content Library for clients that have the Acadis LMS module.
- Provide tactical support for project initiatives that extend and enhance your use of Acadis.
- Generate and publish daily/weekly reports required to support your Acadis implementation.
- Facilitate ad hoc working sessions to further Acadis proficiency across the user community.

The Premier Admin Services Subscription provides the optimal combination of skills and product expertise to ensure day-to-day Acadis operations run smoothly and efficiently, providing freedom to focus on critical, strategic business needs critical to your long-term success using Acadis.

SPECIAL TERMS FOR PREMIER SUPPORT

- Subscription fees are billed annually in advance. A minimum one-year commitment is required to secure staffing capacity.
- Travel related to onsite RapidRefresh meetings is considered door-to-door. Standard costs are included in the annual subscription fee. Any additional travel costs will be billed as expenses are incurred.
- Unused Premier Support capacity within the month will expire at the conclusion of the month and will not be carried over.
- The subscription term will not commence until the customer's Acadis Premier Account Manager or Premier System Administrator resource is available.
- Premier Support resource availability is subject to normal business hours as determined by Acadis, including company holidays and scheduled time off. Advance notice of unavailability will be provided on a reasonable basis.

* Premier Support resource capacity is designed to provide the optimal balance of focused work on client priorities with an appropriate investment in the ongoing skills development and Acadis proficiency required of your Premier Support resource. To meet this goal, your Premier Support resource targets a 70-75% utilization rate. The Premier Services team will always work to align with your Acadis priorities, always ensuring the critical business needs of your organization are met.

SECTION V: CORPORATE QUALIFICATIONS

D.2   Required Information on Corporate Qualifications

Describe the major business areas of the firm and length of time in business. Provide a high- level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

Envisage Response: Envisage Technologies, LLC is a leading provider of training management systems and offers its premiere enterprise solution, the Acadis Readiness Suite, for federal, state, and local law enforcement training organizations. For more than two decades, our goal has been to ensure that law enforcement professionals remain mission ready, and that their training and compliance management solutions remain relevant, timely, and designed to meet the unique and complex demands of their profession. Because of this ongoing commitment to our clients and the greater industry we serve, NHPSTC can be assured that the Envisage team will prove to be a reputable and knowledgeable partner.

We offer the following solutions and services to support our customers:

- **Acadis Readiness Suite** — A comprehensive, modular training management framework for training and compliance organizations, Acadis is a Commercial-off-the-Shelf (COTS) software solution that supports federal, state, and large local agencies in their public safety efforts.
- **Continuous Innovation Subscription** — Full lifecycle enterprise software development and funded feature enhancements.
- **Professional Services** — Project management, training modernization consulting, Acadis configuration and implementation, software training, data migration/importation consulting (definition and management of data migration activities, data reviews, issue identification, strategy planning, pilot testing, etc.), database administration, technical support, and help desk services are included with all Acadis installations. In lieu of consultation, Acadis can also provide full post-consultation data migration services, if desired, which includes an in-depth data migration discovery meeting with the client. The discovery meeting and access to sample client data will allow the Acadis team to provide a cost estimate for full data migration services.

Acadis is a trusted learning and training management solution utilized by the public safety and/or law enforcement divisions of 16 federal departments, 57 state public safety agencies spanning 35 states, and 22 local and/or regional public safety agencies. A high-level overview of our organization is provided below:
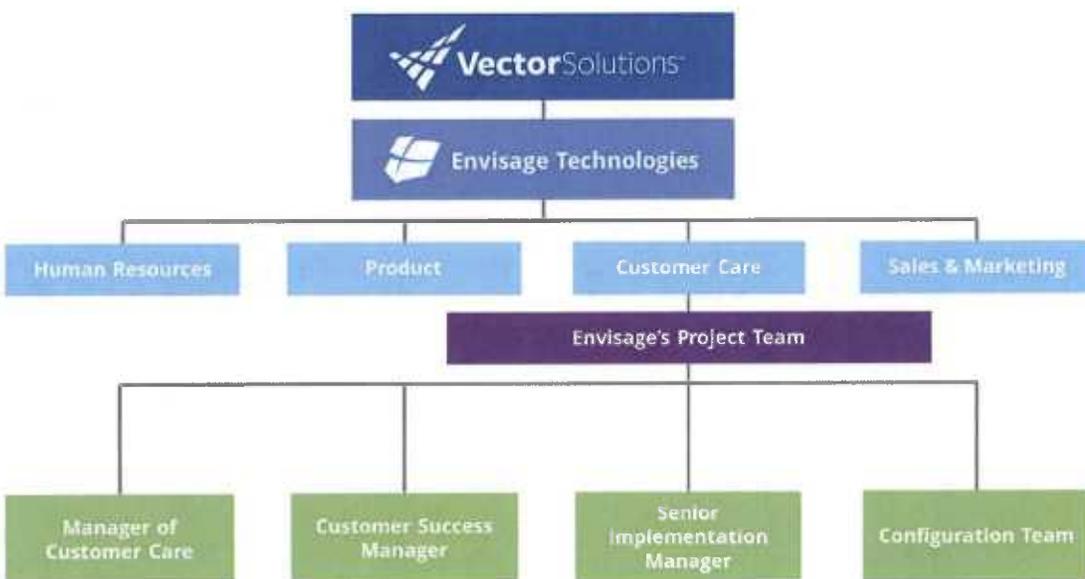
D-2.1. Financial Strength

Provide at least <u>one</u> of the following:

a. The current Dunn & Bradstreet Report on the firm;
b. The firm's two most recent audited financial statements; and the firm's most recent un- audited, quarterly financial statement;
c. The firm's most recent income tax return.

Envisage Response: Our Dun & Bradstreet Report is provided on the following pages. The remainder of this page is intentionally blank.

dun&bradstreet

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Business Information Report Snapshot

ENVISAGE TECHNOLOGIES, LLC

D-U-N-S: 01-883-2795
ADDRESS: 101 W Kirkwood Ave Ste 200, Bloomington, IN, 47404, United States
Date: 08/05/2024

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US$ 225,000	80	90	74	5
	LOW RISK	LOW-MODERATE RISK	LOW-MODERATE RISK	MODERATE RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW	LOW-MODERATE	MODERATE	MODERATE-HIGH	HIGH

Maximum Credit Recommendation

US$ 225,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

80

Low Risk (100)   High Risk (1)

When weighted by dollar amount, payments to suppliers on average, are on time. Value is based on payments collected over the last **3 months.**

24 Months

80

Low Risk (100)   High Risk (1)

PAYDEX®

Based on 24 months of data

80

Low Risk (100)   High Risk (1)

Based on a D&B PAYDEX® of <

Risk of Slow Pay **CONFIDENTIAL** Payment Behavior
LOW   Pays On Time

Business and Industry Trends

7371 - Custom computer programming

| Industry Median | ——— | Industry Upper | ······ | Industry Low | — — | ENVISAGE TECHNOLOGIE——— |

| | SEP 2022 | OCT 2022 | NOV 2022 | DEC 2022 | JAN 2023 | FEB 2023 | MAR 2023 | APR 2023 | MAY 2023 | JUN 2023 | JUL 2023 | AUG 2023 | SEP 2023 | OCT 2023 | NOV 2023 | DEC 2023 | JAN 2024 | FEB 2024 | MAR 2024 | APR 2024 | MAY 2024 | JUN 2024 | JUL 2024 | AUG 2024 |

DELINQUENCY PREDICTOR SCORE

Low Risk (100)   High Risk (1)

Based on a D&B Delinquency Predictor Percentile of A

- Limited time under present management control
- Higher risk industry based on delinquency rates for this industry
- Evidence of open liens

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B
LOW-MODERATE	579	1.59%	10.2%

Business and Industry Trends

7371 - Custom computer programming

| Industry Median | — — | ENVISAGE TECHNOLOGIE——— |

| | SEP 2023 | OCT 2023 | NOV 2023 | DEC 2023 | JAN 2024 | FEB 2024 | MAR 2024 | APR 2024 | MAY 2024 | JUN 2024 | JUL 2024 | AUG 2024 |

FINANCIAL STRESS SCORE

71	
Low Risk (100)	High Risk (1)

Based on a D&B Financial Stress Percentile of

- UCC Filings reported
- Evidence of open liens
- Low proportion of satisfactory payment experiences to total payment experiences
- Limited time under present management control

Level of Risk	Raw Score	Probability of Failure	Compared to Businesses in D&B
LOW-MODERATE	1520	0.12%	0.48%

Business and Industry Trends

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Industry Median —— ENVISAGE TECHNOLOGIE——

| | SEP 2023 | OCT 2023 | NOV 2023 | DEC 2023 | JAN 2024 | FEB 2024 | MAR 2024 | APR 2024 | MAY 2024 | JUN 2024 | JUL 2024 | AUG 2024 |

SUPPLIER EVALUATION RISK RATING

5	
Low Risk (1)	High Risk (9)
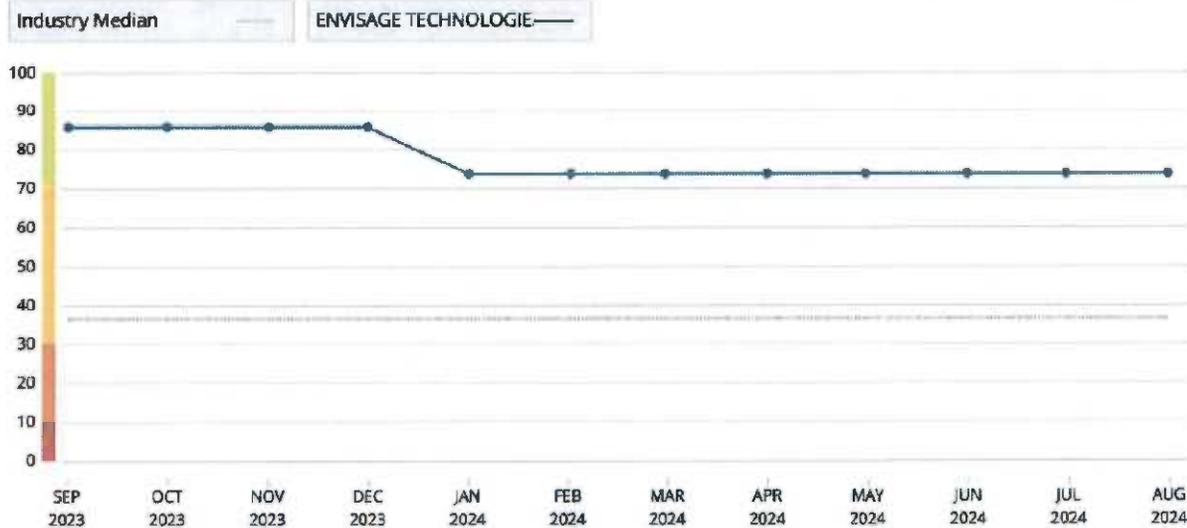
Based on a Supplier Evaluation Risk Rating of

Factors Affecting Your Score
Evidence of open liens

Business and Industry Trends

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Supplier Evaluation Score——
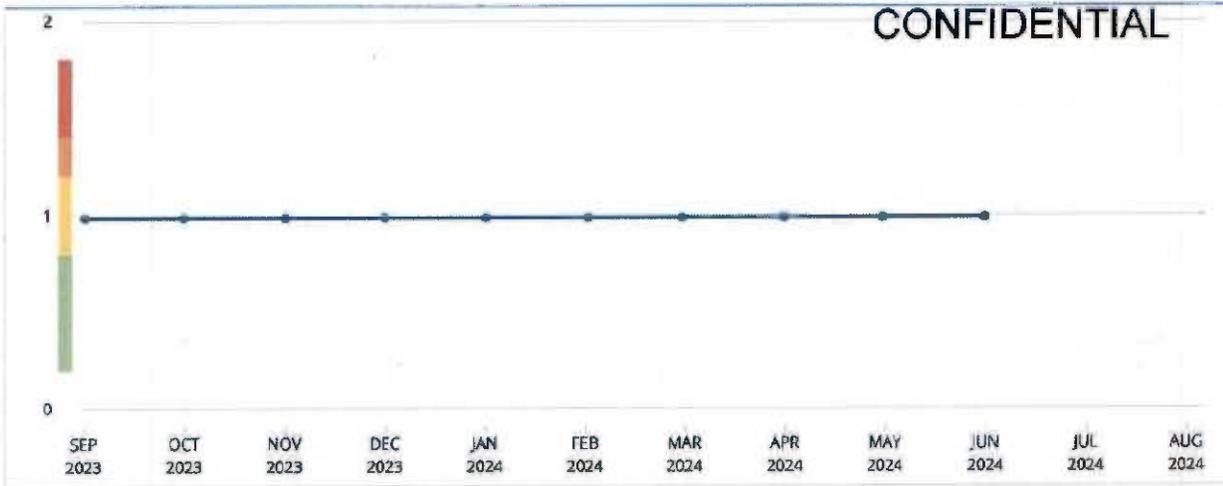
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D&B RATING

Current Rating as of 10-14-2021	Previous Rating
Special Rating	**Risk Indicator**
--: Undetermined	3: Moderate Risk

TRADE PAYMENTS

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TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior

0

Days Beyond Terms

Highest Now Owing: US$ 250

% of Trade Within Terms

100%

Total Trade Experiences: 17
Largest High Credit: US$ 2,500
Average High Credit: US$ 1,116

Highest Past Due

US$ 0

Total Unfavorable Comments: 0
Largest High Credit: US$ 0
Total Placed in Collections: 0
Largest High Credit: US$ 0

TRADE PAYMENTS BY CREDIT EXTENDED

$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	$0
50,000 - 100,000	0%	0	$0
15,000 - 49,999	0%	0	$0
5,000 - 14,999	0%	0	$0
1,000 - 4,999	100%	1	$2,500
UNDER 1,000	100%	2	$850

TRADE PAYMENTS BY INDUSTRY

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)
⌄48 - Communications	2	2,500	
4813 - Telephone Communictns	1	2,500	100
4812 - Radiotelephone Commun	1	750	100
35 - Industrial And Commercial Machinery And Computer ⌄Equipment	1	100	
3579 - Mfg Misc Office Eqpt	1	100	100

TRADE LINES

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Date of Experience ▼	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
06/2024	Prompt	-	750	250	0	1 Month
06/2024	Prompt	-	100	0	0	1 Month
06/2024	-	Cash Account	0	0	0	Between 6 and 12 Months
06/2024	-	Cash Account	0	0	0	Between 2 and 3 Months
05/2024	-	Cash Account	50	-	-	1 Month
05/2024	-	Cash Account	50	-	-	1 Month
01/2024	-	Cash Account	100	-	-	1 Month
01/2024	-	Cash Account	100	-	-	1 Month
11/2023	-	Cash Account	100	-	-	1 Month
10/2023	-	Cash Account	250	-	-	Between 2 and 3 Months
09/2023	-	-	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
08/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
07/2023	-	Cash Account	50	-	-	1 Month
06/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
02/2023	Prompt	-	2,500	0	0	Between 6 and 12 Months
06/2022	-	Cash Account	50	-	-	1 Month

EVENTS

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LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	1	TOTAL	2
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	11/23/2023	LAST FILING DATE	06/05/2024

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

Lien - Tax Lien

Filing Date	2023-11-23
Filing Number	DJ 139189 23
Status	Open
Date Status Attained	2023-11-23
Received Date	2023-11-27
Amount	27230
Debtors	ENVISAGE TECHNOLOGIES HOLDINGS AND OTHERS
Creditors	DIV OF TAXATION
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ

UCC Filing - Termination

Filing Date	2024-06-05
Filing Number	2406053201986
Received Date	2024-06-18
Original Filing Date	2020-08-18
Original Filing Number	2008182668400

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Secured Party	U.S. SMALL BUSINESS ADMINISTRATION, BIRMINGHAM, AL
Debtors	VIDALL ARI
Filing Office	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN

UCC Filing - Original

Filing Date	2020-08-18
Filing Number	2008182668400
Received Date	2020-08-26
Collateral	All Negotiable Instruments Including proceeds and products - All Inventory including proceeds and products - All Account(s) Including proceeds and products - All Computer equipment Including proceeds and products - and OTHERS
Secured Party	U.S. SMALL BUSINESS ADMINISTRATION, BIRMINGHAM, AL
Debtors	VIDALI, ARI
Filing Office	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN

COMPANY EVENTS

The following information was reported on: 06-09-2022

The Delaware Secretary of State's business registrations file showed that Envisage Technologies, LLC was registered as a Limited Liability Company on September 30, 2014, under the file registration number 5612798.

Business started 2000.

Business started 2000. Present control succeeded Sept 2021.

CONTROL CHANGE:.

On October 14, 2021, sources stated that Vector-Solutions.com, Inc., Tampa, FL, has acquired Envisage Technologies, LLC, Bloomington, IN, on September 8, 2021. With the acquisition, Envisage Technologies, LLC will now operate as a subsidiary of Vector-Solutions.com, Inc. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

ARI VIDALI born 1967. 2000 - Present active here.

DAVID HAEBERLE. Antecedents not available.

Business address has changed from 1441 S Fenbrook Ln, Bloomington, IN, 47401 to 101 W Kirkwood Ave Ste 200, Bloomington, IN, 47404.

Business address has changed from 101 W Kirkwood Ave Ste 200, Bloomington, IN, 47404 to 101 W Kirkwood Ave, Bloomington, IN, 47404.

Business address has changed from 101 W Kirkwood Ave, Bloomington, IN, 47404 to 101 W Kirkwood Ave Ste 200, Bloomington, IN, 47404.

SPECIAL EVENTS

10-14-2021 CONTROL CHANGE:

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On October 14, 2021, sources stated that Vector-Solutions.com, Inc., Tampa, FL, has acquired Envisage Technologies, LLC, Bloomington, IN, on September 8, 2021. With the acquisition, Envisage Technologies, LLC will now operate as a subsidiary of Vector-Solutions.com, Inc. Employees and management were retained. Terms of the deal were not disclosed. Further details are unavailable.

Financials

D&B currently has no financial information on file for this company.

COMPANY PROFILE   CONFIDENTIAL

COMPANY OVERVIEW

D-U-N-S	**Mailing Address**	**Annual Sales**
01-883-2795	101 W Kirkwood Ave Ste 200, Bloomington IN 47404, US	-
Business Form	**Telephone**	**Employees**
Unknown	(812) 330-7107	125
Date Incorporated	**Fax**	**Age (Year Started)**
-	-	24 years (2000)
State of Incorporation	**Website**	**Named Principal**
Delaware	www.envisagenow.com	ARI VIDALI, CEO
Ownership	**Line of Business**	**SIC**
-	Custom computer programming	7371

OWNERSHIP

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FAMILY TREE SUMMARY

Members in the Tree	Subsidiaries of this Company	Branches of this Company
12	8	3
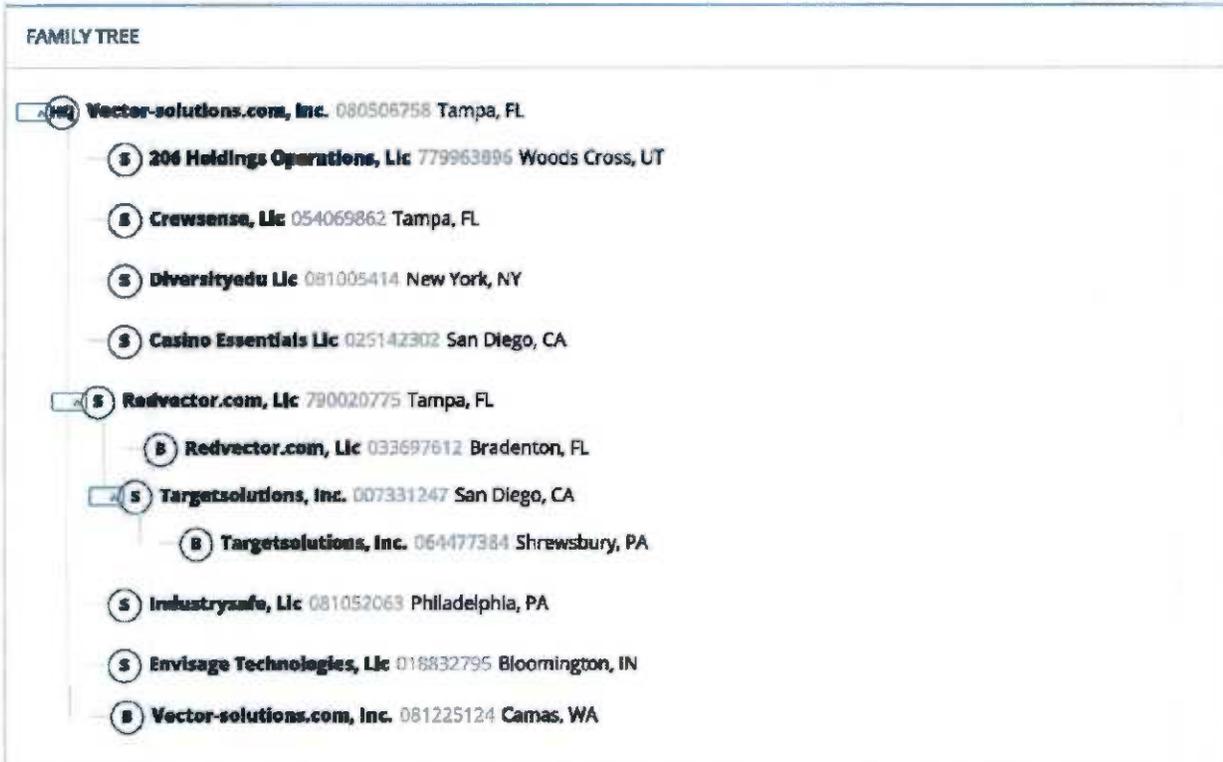
FAMILY TREE

(HQ) Vector-solutions.com, Inc. 080506758 Tampa, FL

   (S) **206 Holdings Operations, Llc** 779963896 Woods Cross, UT

   (S) **Crewsense, Llc** 054069862 Tampa, FL

   (S) **Diversityedu Llc** 081005414 New York, NY

   (S) **Casino Essentials Llc** 025142302 San Diego, CA

  (S) **Redvector.com, Llc** 790020775 Tampa, FL

     (B) **Redvector.com, Llc** 033697612 Bradenton, FL

   (S) **Targetsolutions, Inc.** 007331247 San Diego, CA

     (B) **Targetsolutions, Inc.** 064477384 Shrewsbury, PA

  (S) **Industrysafe, Llc** 081052063 Philadelphia, PA

  (S) **Envisage Technologies, Llc** 018832795 Bloomington, IN

  (B) **Vector-solutions.com, Inc.** 081225124 Camas, WA

D-2.2. Litigation

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

Envisage Response: Clients have filed no legal or administrative actions against Envisage Technologies, LLC in the preceding ten (10) years.

D-2.3. Prior Project Descriptions

Provide descriptions of no more than Two (2) similar POST projects completed in the last Five (5) years. Each project description should include:

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

Envisage Response: Envisage offers the following examples of similar past performance:

Contracting Agency:	North Carolina Justice Academy
Government Agency Reference:	Trevor Allen, Director 200 West College St. Salemburg, NC 28385 Phone: (910) 525-4151 Email: tjallen@ncdoj.gov
Contract Type:	Firm Fixed Price

NCJA chose the Acadis® Software as a Service (SaaS) model with cloud hosting to fulfill its vision of a Virtual Campus. The vision called for a seamless place where students could access the course catalog, see basic course information like prerequisites and available seats, register for classes, update account information, take online events, and print course attendance certificates within a secure, personalized environment. In turn, NCJA staff would have 24/7 access to centralized, online training data with on-demand reporting to always know the progress of their students.

NCJA is now managing its training operations for both of its campuses through the effective use of Acadis modularization. It cites the realization of its Virtual Campus vision as a game-changer for North Carolina. With more than 250 miles of travel between its Eastern and Western campuses, NCJA has found online training to be exceptionally popular and useful for officers across the state. Throughout North Carolina, the Acadis Portal and Acadis Online Registration enable students to review the publicly available NCJA course catalog, empower them to request new account approval, allow approved students to securely login, view online event registration information, review the pre-requisites, determine the type of class (e.g. online, classroom, or blended), determine if the event is open, waitlisted, or full, register for the desired course, and enter course qualifications for approval. When an online LMS event is approved by administration, the link to the course appears on their Acadis Personal Portal page, and they can take their training as their schedule permits. After the student completes the class, they can see the event title and grade added to their training record in Acadis Personal Portal, as well as print a certificate of their accomplishment.

In turn, from the centralized Acadis Training Management, Acadis Learning Management, and Acadis Registration modules, NCJA staff can 1) review, approve, and update new student accounts, 2) review, approve, and enroll students into online events, and 3) monitor student accounts, student progress, and success rates. With a modularized, data centric LMS software like Acadis, interruptive phone calling, emailing, and paper tracking is virtually eliminated. In 2020, the Sheriff's Commission and Criminal Justice Commission were added to the Acadis instance to manage certifications. This has proven effective, as NCJA manages academy training available to the Commissions for conferral and renewals.

Contracting Agency:	Utah POST Academy
Government Agency Reference:	John Jacobs, Training Manager 410 West 9800S Sandy, UT 84070

	Phone: (801) 256-2304
	Email: johnjacobs@utah.gov
Period of Performance:	6/30/2008—Present
Contract Type:	Firm Fixed Price

Acadis tracks 8,000 user records for Utah POST. Utah POST Academy selected Acadis to standardize training recordation and distribute in-service data collection securely via the internet. The POST first relied on Acadis Training to track all law enforcement agencies and officers—including employment, training, and certifications—in a standard and legally defensible manner. Acadis provided the foundation for the POST's development of the basic law enforcement curriculum and tests required to ensure that all cadets graduate with the requisite skills and knowledge. Envisage next implemented Acadis Compliance to track against the POST's user-defined certification, recertification, training, and job-task criteria, as well as to monitor expiring certifications. The POST uses the Acadis Portal to submit in-service training event reports for their officers electronically. At this project's inception, the Acadis team provided data migration assistance and counseling, project management, implementation and configuration of the Acadis Readiness Suite, and training on the Acadis software. We continue to support the Utah POST via secure hosting of client data, weekly software demonstrations, monthly status calls, and Help Desk services. By providing a secure, web-based reporting vehicle, Acadis reduced redundant data entry, and the high costs associated with creating, mailing, and storage of paper-based records. By combining key features in Acadis Training and the Acadis Portal, the POST was able to efficiently accomplish key tasks with minimal effort. By making use of these Acadis features—combined with the ability to easily approve or reject submitted training hours—the POST estimates that a process that historically required approximately 2,200 person-hours to complete is now reduced to less than one hour.

D-2.4. Subcontractor Information

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

a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
b. A high-level description of the Subcontractor's organization and staff size;
c. Discussion of the Subcontractor's experience with this type of Project;
d. Resumes of key personnel proposed to work on the Project;
e. Two references from companies or organizations where they performed similar services (if requested by the State); and
f. Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

Subcontractors who provide solutions must meet all technical requirements defined in Appendix B.

Envisage Response: Envisage does not plan to utilize subcontractors for this project.

SECTION VI: QUALIFICATIONS OF KEY VENDOR STAFF

D-3.   Team Organization and Designation of Key Vendor Staff

a. Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.
b. Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

Not applicable. A single team member may be identified to fulfill the experience requirement in multiple areas.

Envisage Response: Per the instructions provided by the State, this is considered "not applicable," and a response is not required by vendors.

D-3.1 Candidates for Project Manager and Key Vendor Staff Roles

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

For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three (3) pages in length addressing the following:

a. The candidate's educational background;
b. An overview of the candidate's work history;
c. The candidate's project experience relevant to the proposed project, including project type, project role and duration of the assignment;
d. Any significant Certifications held by or honors awarded to the candidate; and
e. At least three (3) references, with publicly available contact information that can address the candidate's performance on past projects.

Envisage Response: The Envisage project team is composed of members having extensive experience in implementation and project execution for both State and Federal customers with many of those projects meeting and exceeding the scope and requirements put forth by NHPSTC.

Team members that will be assigned to work directly with NHPSTC will be led by a Project Manager, who is responsible for the success of the overall implementation and installation of Acadis, as well a Senior Implementation Manager and a Customer Success Manager.

Envisage does not assign professional resources to a project until an award is made. However, NHPSTC can expect the level of expertise shown in the following resume in its assigned Project Manager.

George Mankowski, Project Manager

Biographical Sketch
Mr. Mankowski has ten years of experience with the Acadis Readiness Suite application to law enforcement and client support, and over eighteen (18) years of industry experience in enterprise software administration, data migration, project management and customer support. He has in-depth experience in project management for Acadis implementation and configuration.

Prior to Envisage, George held positions with Naval Facilities Engineering Command (NAVFAC) at the Department of the Navy, and LJT & Associates, focusing on enterprise applications and client services. He has excellent communications and project management skills, collaborating with clients to ensure deliverables are successfully met.

Relevant Experience
Envisage Technologies, LLC, Project Manager

Responsible for all tasks related to providing project management support to clients on approved software systems implementation, data import and communication. Developed course materials for training seminars. He has been instrumental in the adoption of new technologies with his exceptional training and communication skills, removing resistance with knowledge.

Projects/Clients include:
- *Tennessee Corrections Institute (TCI)*
- *North Carolina Justice Academy (NCJA)*
- *Salt Lake City Police Department (SLCPD)*
- *Customs and Border Protection (CBP)*
- *Kentucky Fire Commission*
- *Wisconsin Fire Service Training*

George has been the Project Manager for Tennessee, North Carolina, and Salt Lake City clients since the inception of these projects. Specifically for North Carolina, George worked with technical representatives from NCJA to collect data from a variety of repositories (e.g., an independent Access database application, various Excel spreadsheets and physical file folders). The goal was to consolidate this disparate set of data so that it could be used to set up the initial baseline data: organizations, personnel, training structures and history.

George meets with clients weekly to review project status, to proactively share new Acadis features, and to discuss top feature priorities, which he then reviews with the product team. He also provides overall coordination between Envisage and the client for any funded feature development work to successfully meet the agreed-upon goals, objectives and timing for the customer. After each status meeting, George provides Meeting Minutes to all key stakeholders outlining discussion points, updates, and action items.

Education

- *Masters of Public Affairs (MPA), Information Systems (2002): Indiana University, School of Public & Environmental Affairs, Bloomington Indiana*
- *Bachelor's Degree (BA), Anthropology (1994): Youngstown State University, Youngstown, Ohio*

Government Clearance

- *CBP Background Investigation, granted August 5, 2014*

It is important to note that the previous resume is intended for informational purposes only as we do not assign personnel resources until after a contract has been signed. References that can speak to prior implementation and project management of Acadis are the following:

Montana Public Safety Officer Standards and Training Council
Timothy Allred, Executive Director
2260 Sierra Road East
Helena, MT 59602
Phone: (406) 444-9976
Fax: (406) 444-9978

New York Division of Criminal Justice Services
Todd R. Murray, Supervisor of Public Safety Programs
80 S. Swan Street
Albany NY 12210
Phone: (518) 485-2091
Email: Todd.Murray@dcjs.ny.gov

Iowa Law Enforcement Academy
Brady Carney, Director
7105 NW 70th Ave, Burma Rd, Bldg 4640
Johnston, IA 50131
Phone: 515-331-5766
Fax: 515-727-3036
Email: Brady.carney@iowa.gov

SECTION VII: PRICE PROPOSAL

Per the requirements of RFP #2024-080, *Section VII: Price Proposal* has been submitted as a separate standalone document.

SECTION VIII: VENDOR ATTACHMENTS

PROPOSED ACADIS MODULES

The described Acadis Readiness Suite modules are those proposed for the NHPSTC project:

Acadis Training (Base Module)

Acadis Training tracks individual training records from initial hiring through separation or retirement, provides for the development of course curriculum, and tracks training progress and test scores. Acadis then aggregates these records into an accurate and legally defensible transcript, including course weights and applicable awards.

The additional administrative features of the Acadis Training module include:
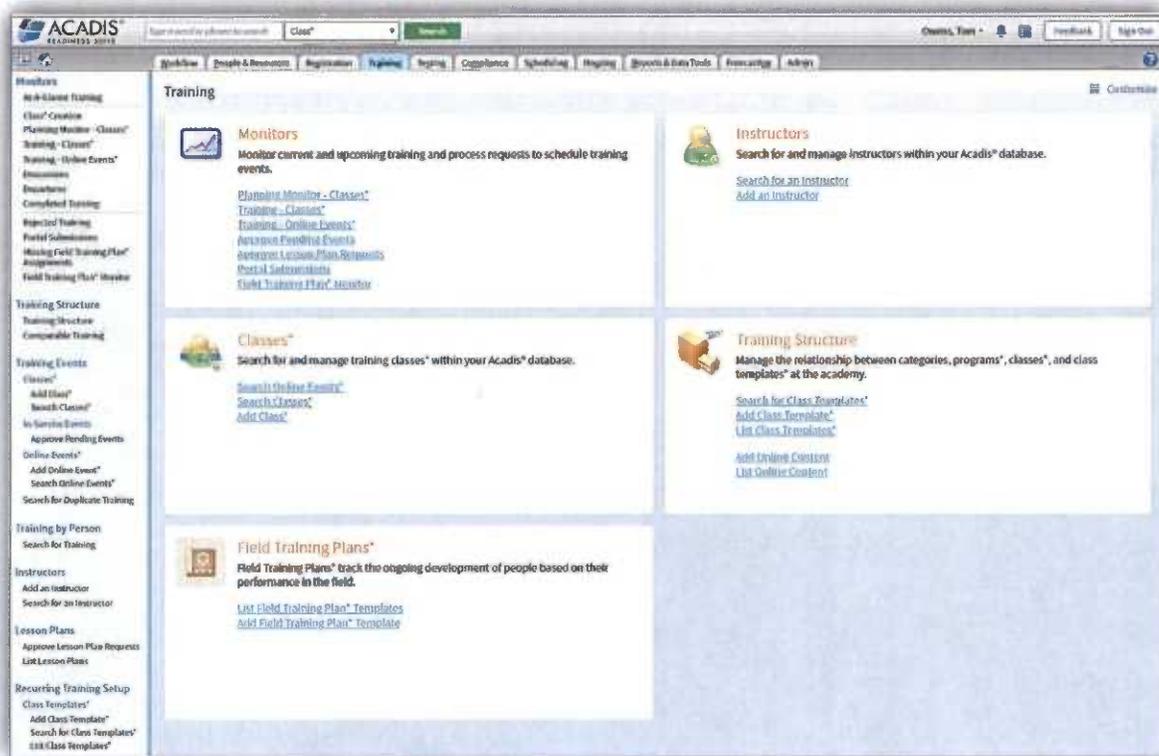
- Track training and grades across an individual's career
- Digitize and automate cumbersome paper processes
- Increase accuracy and efficiency of reporting
- Secure and control access to sensitive information
- Assign training based on individual career goals (Career Roles)
- Create manual and automated workflows.

Acadis Learning Management System (LMS)

The Acadis LMS delivers online training courses, allows assignment or self-registration to online courses, and tracks the successful completion of the training event within Acadis. The Acadis LMS module provides a low-cost delivery vehicle for online training courses and supports a fully blended training approach.

The additional administrative features of the Acadis LMS enable users to:
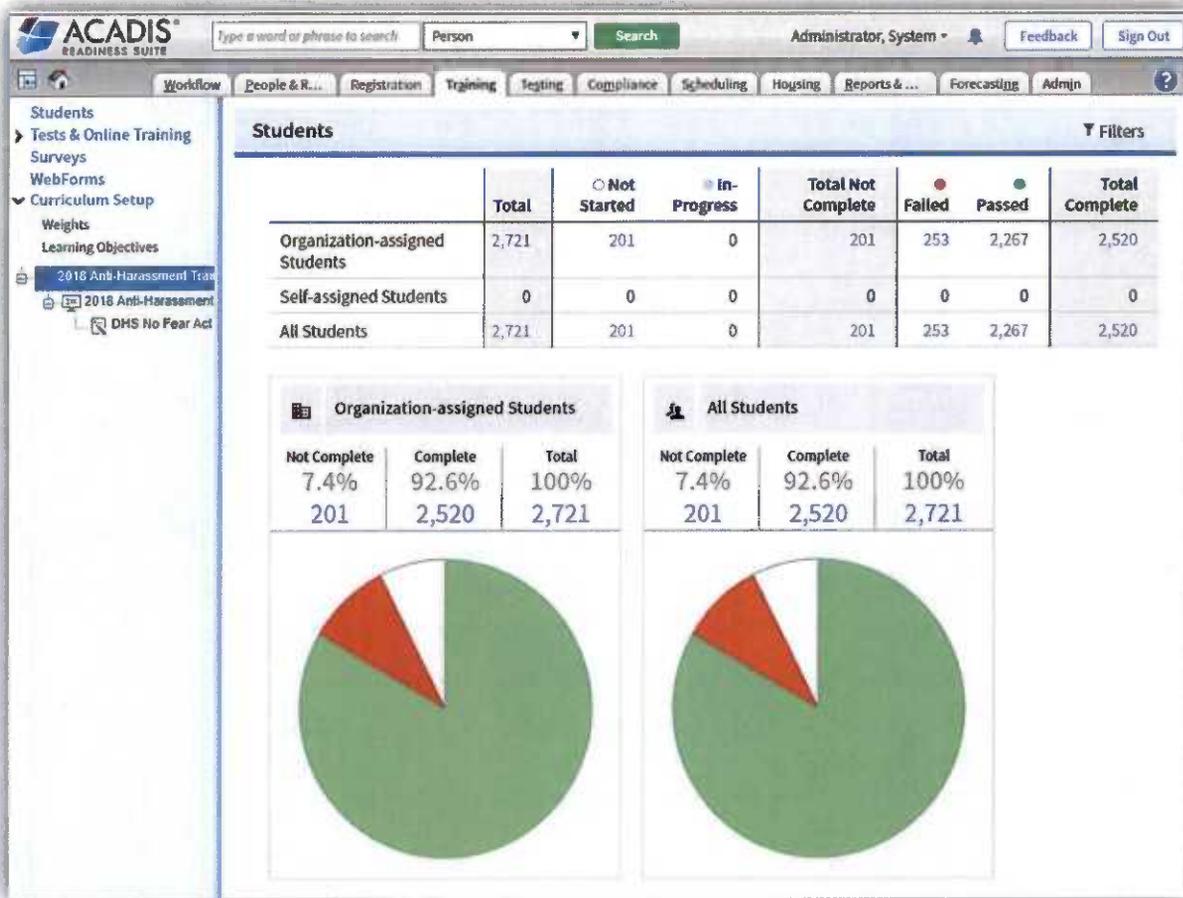
- Augment classroom and skills-based training with online learning
- Upload and deliver SCORM-compliant (versions 1.2 through 2004 4th Edition) online training courses
- Add discussions to online classes and activities
- Automate the posting of online course results to an individual's training record (Person Record)
- Maintain a library of online courses
- Observe online learning metrics with an Online Events Monitor

Acadis Compliance

Acadis Compliance provides a proven and flexible tool to process new certifications and periodic, ongoing renewals. This ensures that individuals and organizations are compliant with all applicable standards and regulations.

The additional administrative features of the Acadis Compliance module enable users to:

- Maintain a full compliance and certification history across an individual's career
- Identify upcoming and recent expirations
- Automate the certification renewal process
- Confer, renew, or revoke certifications
- Certify individuals, organizations, and inventory
- Assign Career Roles to a Person Record

Acadis Scheduling

Acadis Scheduling streamlines complex scheduling tasks related to training operations. The module's sophisticated scheduling engine intelligently applies sequencing, priorities, dependencies, and resource requirements for each block of instruction.

The additional administrative features of the Acadis Scheduling module enable users to:

- Automate the scheduling of instructors, facilities, and resources
- Manage instructor calendar and availability
- Manage instructor-to-student ratio
- Assign instructors based on defined criteria
- Identify and resolve scheduling conflicts
- Maximize resource utilization

Acadis Instructor Scheduling Portal

The Acadis Instructor Scheduling Portal allows instructors to view and manage their instructional calendars, including setting unavailable dates (with applicable reasons) and viewing their scheduled instructional events.

The additional instructor-focused features of the Acadis Instructor Scheduling Portal enable users to:

- View a list of instructional opportunities with class names, locations, dates, and times
- View instructional assignments in a calendar format
- Manage personal instructional availability
- Ensure adequate instructional coverage for all training events

Acadis Case Management

Acadis Case Management helps agencies add, track, and manage cases that may require formal investigation—including use-of-force complaints, disciplinary claims, or employee misconduct—within the integrated database functionality of Acadis. Users with the appropriate rank can view, add to, delete, and edit cases as necessary, and update the status of cases in real time, with clearly visible status indicators that track ongoing progress at a glance. Each case record may also include relevant documentation, eliminating concerns about missing paperwork. In a matter of minutes, all records and information connected with a case can be reviewed thoroughly and efficiently.

The additional administrative features of the Acadis Case Management module enable users to:

- Ensure accountability and facilitate thorough investigations
- Track and follow up on cases of noncompliance or poor performance as well as more serious personnel issues such as use-of-force and misconduct
- Create case records unique to formal investigations
- Eliminate multiple or redundant recordkeeping systems
- Integrate with IADLEST's National Decertification Index (NDI)

Acadis Recruiting

Acadis Recruiting gives administrators a robust and intuitive tool for standardizing, scoring, and recording candidate screening outcomes and delivering results within a legally defensible framework.

The additional administrative features of the Acadis Recruiting module enable users to:

- Develop role-based criteria and create reusable, screening templates for hiring roles which contain unique, pertinent characteristics tied to the specific position.
- Manage evaluator responses by assigning individualized codes to evaluators per candidate, so responses can easily be tracked and collected.
- Tag response evaluations, so you can open and track individualized rating screens for each evaluator. Evaluators enter answers about the candidate and receive an alert if a question is missed.
- Automate results so that recruiting administrators can simply review the digitized responses for analysis and decisions.
- Provide consistent scoring to ensure that all candidates are consistently and accurately evaluated using role-based templates.

Acadis Portal Framework with In-Service Reporting Portal

The Acadis Portal is the foundation for the distribution of Acadis functionality across a wide geography, while the In-Service Reporting Portal allows the reporting of in-service training by all locations under an organization's purview.

The additional administrative features of the Acadis Portal Framework with In-Service Reporting module enable users to:

- Track the training and skills reported by all agencies within an organization
- Remotely report training and certification information
- Create online forms (WebForms) to replace paper
- Define a list of mandatory and/or approved in-service training events
- Manage in-service rosters and attendance
- Manage user access permissions

Acadis Performance Evaluations

Acadis Performance Evaluations allows organizations to design and capture field reviews for personnel during basic, advanced, and on-the-job training programs. Competencies within Acadis Performance Evaluations are configurable to mirror essential job tasks and provide user-defined rating scales.

The additional administrative features of the Acadis Performance Evaluations module enable users to:

- Ensure alignment of competencies and job roles
- Auto-assign Field Training Plans to eligible students
- Manage missing assignments using the Field Training Plan Assignments Monitor
- Compare and analyze student performance in the field
- Maintain a full performance history on the Person Record
- Analyze student behavior (Kirkpatrick Level 3)

Acadis Registration & Online Registration Portal

Acadis Registration automates registration workflows and maximizes class and testing event fill rates. The module manages prerequisites, individual registrations, enrollments, and the waitlisting of students.

The additional administrative features of the Acadis Registration (and Online Registration Portal) module enable users to:

- Define registration open and close dates
- Allow self-registration for individuals via the Online Registration Portal
- Maximize class and testing event fill rates
- Automate registration workflows
- Define prerequisite requirements prior to opening registration
- Create automated notifications for registration status updates

Acadis Testing & Online Testing Portal

The Acadis Testing module provides for the administration of in-person and online tests, and automates numerous testing functions. The module includes a full-featured test builder, question repository, and randomization engine.
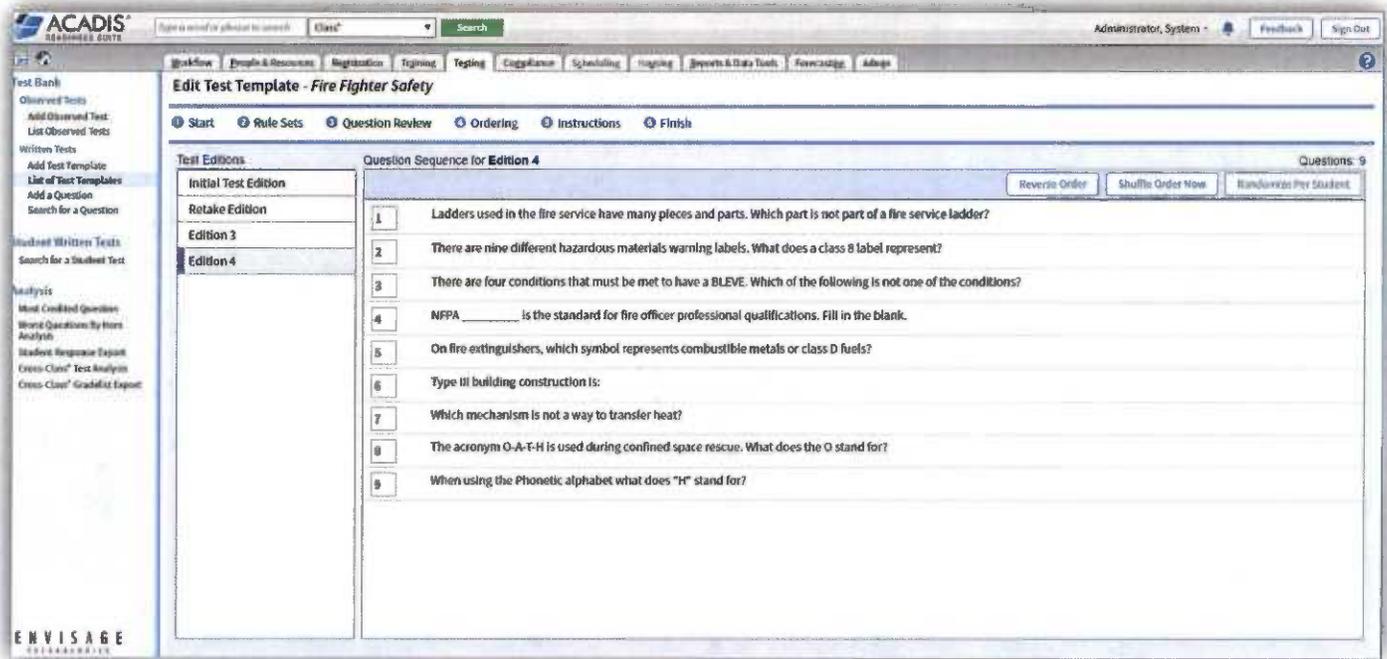
The additional administrative features of the Acadis Testing (and Online Testing Portal) module enable users to:

- Link Learning Objectives to test questions
- Automate test grading and reporting of grades to the Person Record
- Track logins, time spent in a test, and test completion with the Proctor Monitor
- Record field testing with the Acadis Mobile application
- Allow individuals to access approved online tests via the Online Testing Portal
- Improve test integrity using anti-cheating features native to Acadis

Acadis Housing

Acadis Housing allows organizations to manage building and barracks configurations and monitor the status of lodging facilities. Acadis Housing manages on-center housing, leased housing, and overflow hotel housing based on defined variables.

The additional administrative features of the Acadis Housing module enable users to:

- Automate the assignment of student lodging
- Track housing costs for invoicing
- Manage housing based on type, proximity to training location, costs, ADA requirements, and more
- Include housing requests in registration process
- Manage maintenance tickets
- Monitor housing with a Capacity Planning Viewer

Acadis Surveys

Acadis Surveys is a fully integrated survey builder module that provides tools to create surveys and automatically distribute them to collect and evaluate student reaction to training and instruction. The module also supports non-instructional surveys and polls, which allow organizations to gather information on various topics quickly and efficiently.
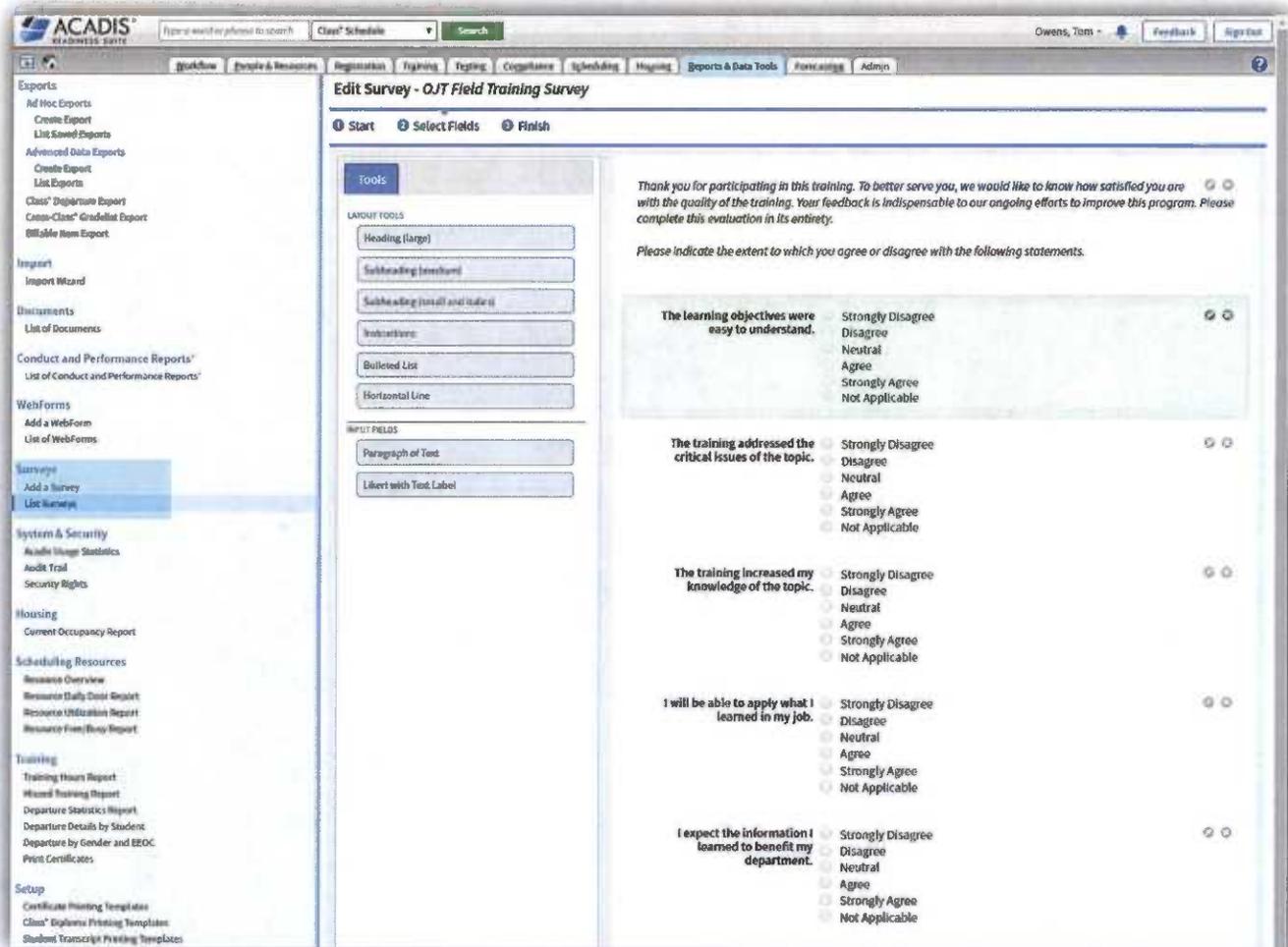
The additional administrative features of the Acadis Surveys module enable users to:

- Design surveys with Likert-type scales and free-form text fields
- Distribute surveys through automated emails
- View and export survey results
- Automate survey results tallying
- Analyze student reaction to training (Kirkpatrick Level 1)
- View survey results across multiple classes

Acadis Documents

Acadis Documents digitizes and maintains the legal defensibility of important documents to minimize litigation risk and ensure that important documentation is accessible when needed. Acadis Documents reduces the need for storage of paper documents and maintains a digital record that is not susceptible to alteration, deterioration, or destruction.
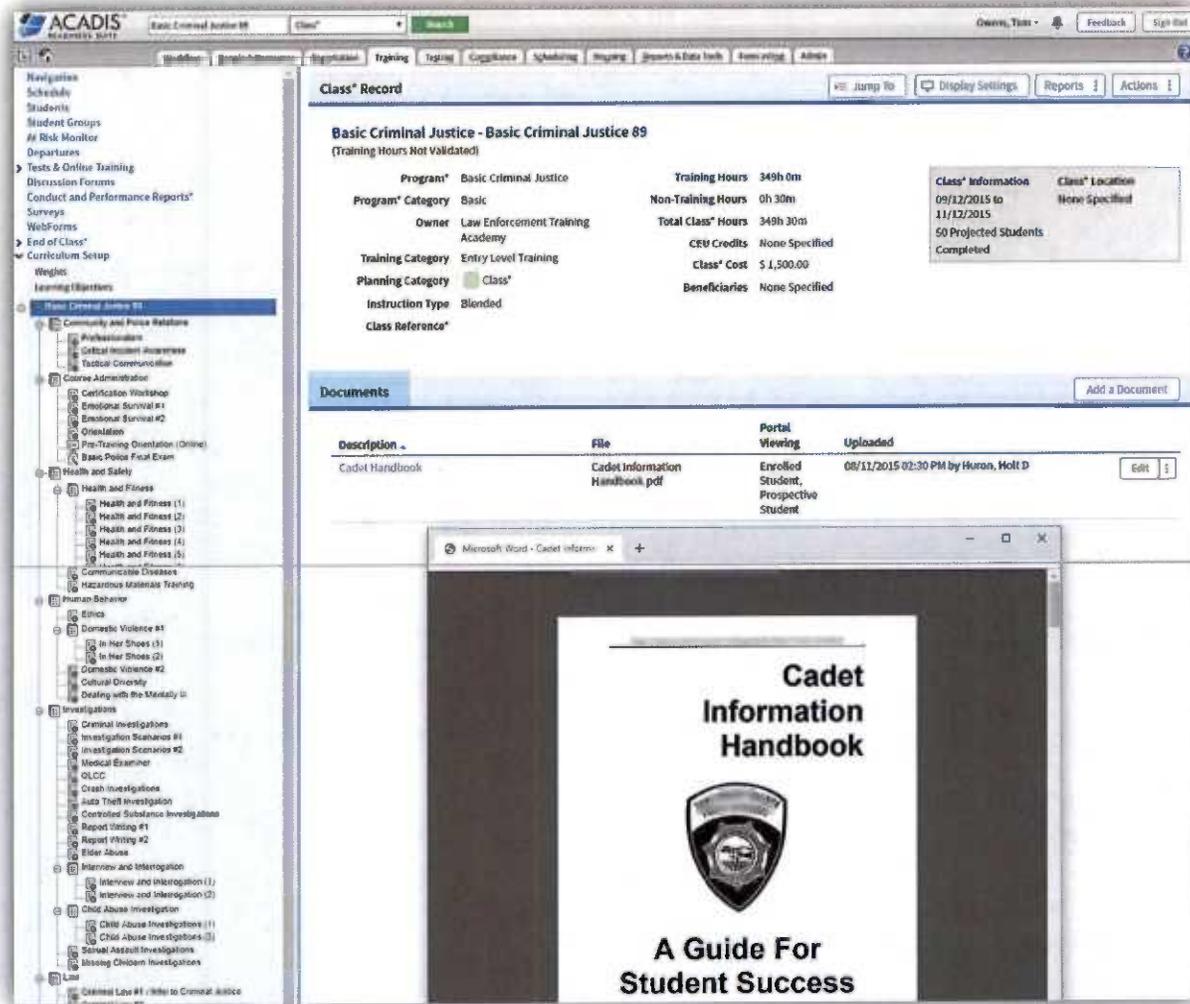
The additional administrative features of the Acadis Documents module enable users to:

- Maintain the legal defensibility of important documentation
- Attach documents to Person, Class, and Instructor Records
- Import multiple documents quickly and easily
- Upload common document types
- Fulfill certification requirements with supporting documentation
- Attach photos and other documents for inventory identification

Acadis Inventory

Acadis Inventory allows organizations to track and certify critical resources and ensures an accurate and available stock of resources for training, operations, and duty.
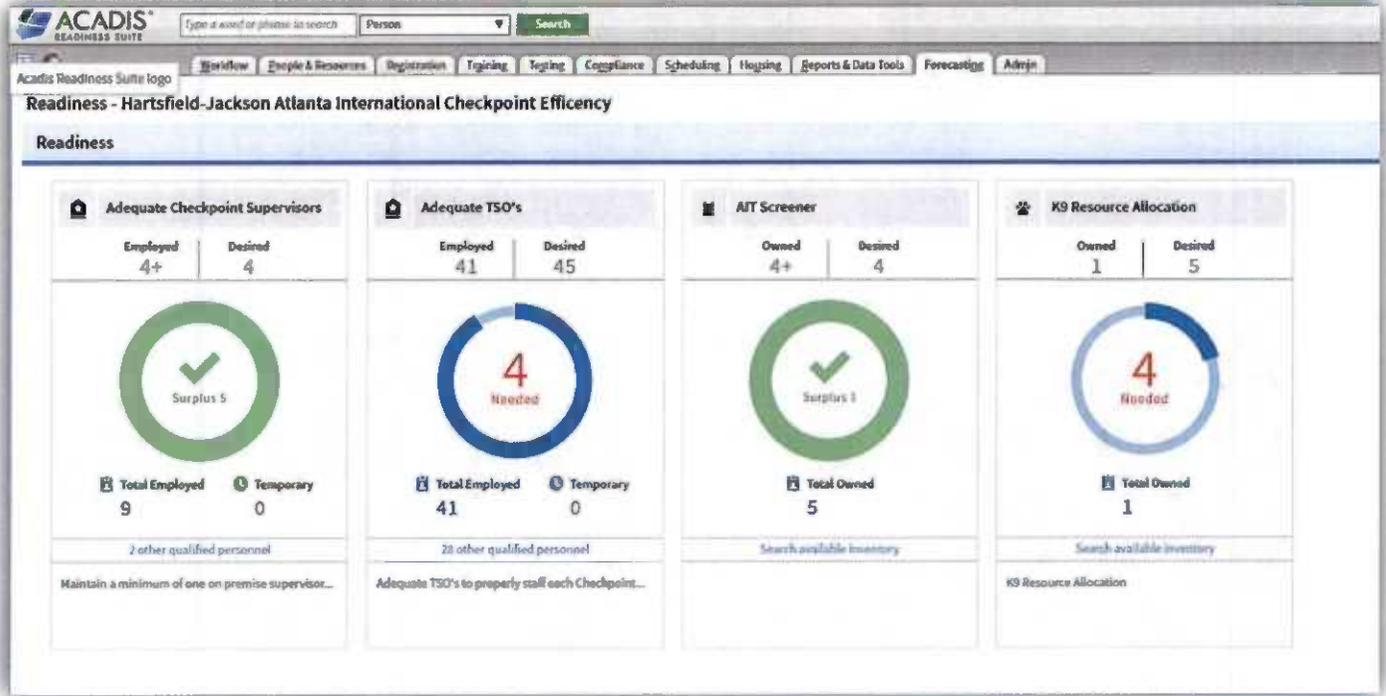

The additional administrative features of the Acadis Inventory module enable users to:

- Track resources such as vehicles, firearms, and service animals
- Maintain an accurate chain of custody record
- Track inventory by owner and assignment
- Manage inventory certifications and inspections
- Apply NIMS-typing to vehicles
- Identify inventory as rentable to outside agencies

Acadis Budgeting & Forecasting

Acadis Budgeting & Forecasting tracks progress towards organizational readiness goals and supports the effective utilization of human and physical resources by targeting specific readiness gaps. In addition, the module allows administrators to create expense categories to track and manage fiscal accounts.

The additional administrative features of the Acadis Budgeting & Forecasting module enable users to:

- Define readiness goals to identify gaps and assist in planning
- Align training plans with organizational readiness goals
- Add detailed costs to a Class Record
- Create detailed allotment lists for appropriations and accounts
- Forecast training resource requirements
- Add planned and incurred expenses to an account activity

Acadis Person Portal

The Acadis Person Portal allows individuals to log in and review their stored information within Acadis, including their contact information, training history, qualifications, and certifications.

Home	Dashboard	Calendar	Training and Events	Registration	Organization	Personnel	Workflow	Academy Resources

Email my Professional History Report   Manage Profile ⋮

Career Role* Progress

▬ Completed   ▭ Needed

Edgecomb, Paul

MCOLES ID
2829-6553

Mailing Address
20131 Beechaven Street
Southfield, MI 48033

SSN
xxx-xx-8641

Primary Phone
(248) 555-7894 Cell

Primary Email
cory_myers24@hotmail.com

Emergency Contact
Mary Edgecomb Wife
(609) 555-1234 primary phone
20131 Beechaven Street
Southfield, MI 48033

My Professional Development

To meet the expectations of your current duties, complete the following professional development activities.

Activity	Career Role*	Due	
Complete 6 Hours of Training Annually. Class ⟲	NY DoS - Building Safety Inspector	12/31/2021	Find Training
Complete Course within 1 year of hire. Class	NY DoS - Building Safety Inspector		Find Training
Complete Course within 1 year of hire. Class	NY DoS - Building Safety Inspector		Find Training

View details for all requirements

The additional individual learner-focused features of the Acadis Person Portal enable users to:

- Access personal training and certification records
- Request updates to personal training and certification records
- View and print transcripts, diplomas, and personal training history reports
- Renew and print existing certifications
- Update and manage personal profile information
- Email personal professional history report

Acadis Workforce Portal

The Acadis Workforce portal allows supervisors access to the training records of personnel under their purview. This works on a tiered structure, allowing higher-level supervisory access to personnel training records across multiple teams.

The additional administrative features of the Acadis Workforce Portal enable users to:

- Create organizational efficiency by decentralizing the data reporting process
- View a list of all personnel within a specific chain of command
- Ensure only authorized individuals can access and report information
- View full training, employment, and certification records for all employees (based on access permissions)
- Submit employment updates and maintain employee contact information

HOSTING OVERVIEW

In addition to the Acadis FedRAMP Software-as-a-Service Moderate authorization, we are hosted within AWS GovCloud, which is FedRAMP authorized as an Infrastructure-as-a-Service provider at the High level. This hosting environment utilizes a formal set of compliance documents, incorporating the policies, procedures, forms, and manuals necessary to ensure that all hosted systems remain properly maintained and supported with effective and structured controls. Both Acadis and AWS GovCloud Technical staff monitor the performance of their respective portions of the system, as per the shared responsibility model, to ensure established performance standards.

The AWS compliance support model involves close integration of management, operational, and technical controls. An Enterprise Security Compliance Policy overarches all components, with controls documented through a System Security Plan, and Contingency and Disaster Recovery Plan.

Our hosting services, provided as part of our SaaS offering, include:

- All Necessary Hardware and Software to support the Acadis Readiness Suite
- 99.5% System Uptime Guarantee (excluding scheduled upgrades)
- Management and Technical Security Controls
- Certified Support
- Dedicated Application and Web Servers
- Dedicated Production Environment
- System Performance Monitoring
- Rapid Issue/Disaster Response Team
- Help Desk Support
- Routine Customer Data Backup
- Remote Site Disaster Recovery

CONTINUOUS INNOVATION (CI)

Envisage continuously invests in Research & Development to bring new features and modules to market. Our product roadmap encompasses new technologies, core needs of public safety practitioners, and innovative new modules. For customers who need rapid access to accelerated innovations, we offer Continuous Innovation (CI).

Continuous Innovation (CI) allows customers to prioritize product innovations through a simple, tiered subscription service. With CI, Acadis works as an extension of the customer's project team, specifically adding the expertise of our engineering and product enhancement teams to maximize the use of newly developed features and functionality designed to advance our customers' missions. Management of CI activities are coordinated through your Customer Success Manager and Account team, ensuring that CI priorities are always aligned with your strategic goals.

Each tier includes all phases of Agile software development: Initial discovery and requirements delineation, design and solution architecture definition and scoping, software development and quality assurance testing, and other necessary activities for successful deployment and release of the software enhancement. Functional roles providing their engineering team services to the customer CI team include but are not limited to product manager/owners, technical owners, business analysts, systems analysts, UI/UX designers, software engineers, and test engineers.

Each tier provides a defined maximum of team hours, including product management and/or program management hours directly associated with the identified CI projects to manage the project lifecycles.

Tier	Annual (per contract year) Engineering Team Hours
Tier 1	Up to 2,400
Tier 2	Up to 1,600
Tier 3	Up to 1,200

Hours are measured annually, and all hours must be used during an annual contract period. Unutilized hours do not roll over and are not creditable to future contract periods or contracts. To help you optimize your CI capacity utilization, we assist you in aligning your strategic objectives with a prioritized plan for product enhancements. While each engagement is unique, Envisage provides our CI customers with the following premium services:

- Support to define and manage a consistent pipeline of CI priorities toward successful capacity utilization
- Review of completed work and design solutions for upcoming priorities through a routine meeting schedule (for example, weekly or bi-weekly depending upon customer needs)
- Ongoing roadmap briefings of your targeted CI priorities
- Routine monitoring and standardized reporting of capacity utilization
- Outcomes-focused reporting of your CI prioritization in your overall account reviews scheduled on a periodic basis with your Integrated Project Team and executive leadership

Any enhancements created with CI are entirely dependent on the existing Acadis COTS solution and become immediately, inextricably intertwined with Acadis. Accordingly, your CI priorities will become a lasting part of the Acadis Commercial-off-the-Shelf (COTS) solution and will enable your organization to achieve its mission, while simultaneously empowering your peers through our network of public safety agencies around the nation.

The subscription to CI operates as an enhanced feature for use with the Acadis COTS solution only. Accordingly, in order to take advantage of the benefits of CI, customers must also have an active subscription to the Acadis COTS solution. Provision of CI is subject to the terms of the Acadis Master License and Services Agreement located at www.acadis.com/mla/ww., including sections relating to intellectual property ownership and use.

APPENDIX A: DATA FLOW DIAGRAM
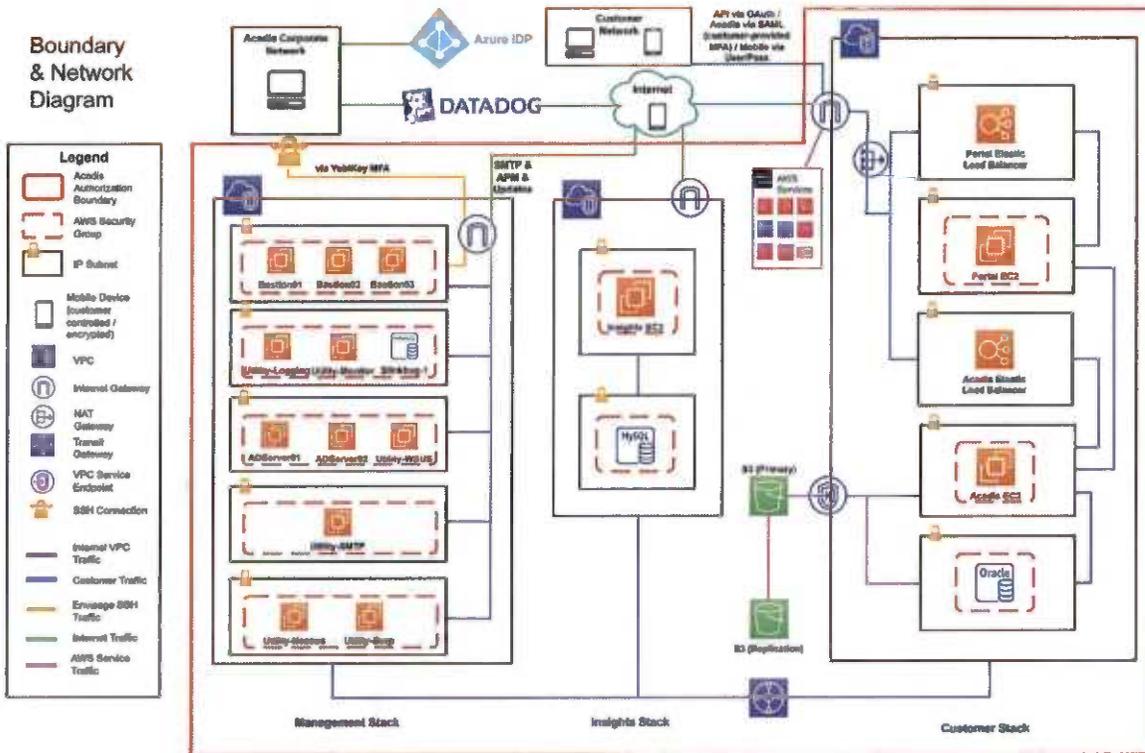
APPENDIX B: CRITICAL ASSUMPTIONS

In submitting this proposal, Envisage Technologies, LLC has made the following critical assumptions, which represent our understanding of NHPSTC's intent surrounding the project and the desired work product.

1. The Acadis® Readiness Suite is a Commercial off the Shelf (COTS) software product, developed by, and the sole intellectual property of Vector Solutions, LLC. Any customizations made during the course of a contract with NHPSTC do not change the intellectual ownership, and the Government understands that Envisage will be modifying the pre-existing Acadis commercial product on an ongoing basis. As such, NHPSTC will obtain no rights to such intellectual property beyond the express rights granted under the Acadis Master License Agreement (Appendix C).

2. The use of Acadis is governed by the Acadis Master License Agreement (Appendix C). It is assumed that the Master License Agreement will be incorporated into the final contract to the extent it does not conflict with the State's terms and conditions.

3. NHPSTC has administrative access to the requisite data sources for personnel, training and certification, and can provide extracts of existing NHPSTC data in industry standard formats such as .csv. Envisage assumes that all data extraction and cleansing of legacy systems' will be completed by NHPSTC personnel.

4. Envisage is granting a non-exclusive, non-transferrable, non-sublicensable license to the State for the term of the contract. Envisage assumes that this scope of license is acceptable.

5. Any additions, modifications, or enhancements to Acadis become immediately, inextricably intertwined with the existing Acadis solution and are restricted computer software. Accordingly, the State will only acquire a license to use the software as enhanced, modified, etc., for the term of the contract in accordance with the Acadis Master License Agreement (Appendix C).

6. For hosted instances of the Acadis Readiness Suite on AWS GovCloud, up to 1-terabyte of total disk storage (not including backups) is included. Additional space can be added, as needed, at applicable industry-standard rates.

7. The Acadis SaaS license is billed annually, with the first installment invoiced upon contract signing. Annual renewals are billed approximately one month in advance of the service expiration date and are due Net 30 from the date of invoice. Envisage assumes that this method of invoicing is acceptable.

8. Amounts stated on Envisage' invoices for its annual Acadis subscriptions are fully earned and due upon delivery and non-refundable when paid unless the contract is terminated for cause as a result of Envisage's material breach.

9. The Acadis Continuous Innovation options, if any, outlined within our quote are billed annually, with the first installment invoiced upon contract signing. Continuous Innovation includes a team of developers and supporting personnel assigned to a customer's account to be utilized by the customer to maximize its use of the Acadis solution.. NHPSTC will have the ability to augment the support or development team at any time with additional resources should it wish to speed up project deliverables or increase the scope of the effort. Reducing the team size will be an option during any Option Year exercise period with sixty (60) days advance notice. As noted in the functional reuirements section, both Business requirements: 0.23 Central location for past anouncements/list dashboard and Business Requirements: 7.38 Exchange Integration Settings in Global Preferences can be developed under a Continous Innovation program. Envisage would welcome the opportunity to discuss the scope and cost under that program with NHPTC.

10. The Acadis Premier Support options, if any, outlined within our quote are billed annually, with the first installment invoiced upon commencement of the start date of the premier support resource. This is typically within 60 days of contract signing. This requires a 12-month commitment and can be adjusted or discontinued during any Option Year with sixty (60) days advance notice.

11. Pricing estimates within this proposal are based on the understanding that FedRAMP authorization at the Moderate

impact level is sufficient for the needs of this project.

12. Costs are estimated on the following information, which has been provided by NHPSTC: 4,475 active user records. By accepting this cost estimate, NHPSTC warrants that this is an accurate basis for estimate purposes. NHPSTC agrees to inform Envisage of any net increase or decrease in active user records prior to, and after, executing a contract with Envisage. Should the number of active users exceed the amount upon which this cost estimate is based, NHPSTC understands that Envisage reserves the unilateral right to adjust annual costs in order to accurately reflect the change in active users. These limits will be reviewed annually and mutually agreed upon between Envisage and NHPSTC.

13. Help Desk Professional Services are provided from 8:00 am-8:00 pm ET. Additional hours of work, at negotiable costs to NHPSTC, may be agreed upon between Envisage and NHPSTC, if necessary.

14. Agile development requires an Integrated Project Team and assumes a high level of communication and interaction between Envisage and NHPSTC personnel. NHPSTC will make available Subject Matter Experts and end users to work closely with Envisage on all aspects of the program.

15. Development of any new external interfaces not currently in production assumes that NHPSTC can provide technical specifications of the system Acadis will be interfaced with and that this system(s) can utilize modern Service Oriented Architecture (SOA) interfacing techniques including Web Services over SOAP or JSON.

16. NHPSTC will bear any costs associated with background checks completed for Envisage staff in relation to this project.

17. Any costs related to a separate "software escrow" at a client location will be borne by NHPSTC.

18. With the exception of claims for violation of intellectual property rights, fraud, gross negligence, and willful misconduct or claims that pertain to property damage, personal injury, and death, it is assumed that NHPSTC will provide a reasonable cap on the indemnification requirements contained in the standard contract terms and conditions that will amount to Envisage being required to not spend more than the amount paid to Envisage in the preceding 12 months including without limitation on attorneys' fees, court costs, settlements, judgments, and reimbursement of costs.

19. It is assumed that Envisage will be granted sole control over any defense for which NHPSTC seeks indemnification.

20. It is assumed that indemnification requirements pertain to third party claims only.

21. It is assumed that Envisage will not be required to defend, indemnify and hold harmless NHPTSC for any claims (or portions thereof) that are the result of NHPTC's own errors, acts, omissions, or wrongful conduct.

APPENDIX C: ACADIS MASTER LICENSE AGREEMENT

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("Agreement") is by and between Envisage Technologies, LLC, with offices at 101 W. Kirkwood Ave., Suite 200, Bloomington, IN 47404 ("Contractor") and the entity identified within the applicable Order Form ("Client") (collectively, the "Parties").

This Agreement was last updated: April 5, 2024

- **Definitions**. As used in this Agreement:

    o   "Acceptance" shall mean the satisfactory delivery of licenses and/or services from Contractor to Client, as specified in an Order Form.

    o   "Authorized Users" shall mean the individual persons authorized by Client to use the Licensed Software Program pursuant to the license granted under this Agreement.

    o   "CI" shall mean Continuous Innovation, an annual subscription to tiered capacity of the Contractor's development team for enhanced, tailored software utilization, and related services.

    o   "Confidential Information" shall mean the Licensed Software Programs, Documentation, and any information relating to either Party's business, operations or activities, including without limitation, information concerning either Party's present or proposed products, product developments, plans, strategies, personnel, business goals, finances, know how, sales, clients, and techniques.

    o   "Documentation" shall mean any written and descriptive materials and all other user guides, operating manuals, release notes, specifications, system operation materials and other similar documents, whether in print or machine-readable media, provided by Contractor to Client.

    o   "Effective Date" shall mean the beginning of the term for licenses and/or services, and shall be set as the date the last signature is affixed to the initial Order Form, unless otherwise denoted therein.

    o   "Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

    o   "License Fee" shall mean the consideration payable by Client to Contractor for the access to the Licensed Software Program(s) contemplated herein, as set forth in Order Form(s) issued hereunder.

    o   "Licensed Software Program(s)" shall mean the modules of the Acadis® Readiness Suite, as identified in any Order Form issued hereunder and inclusive of any applicable premium(s) thereon for sandbox environment(s) or FedRAMP support, which are being licensed by Contractor to Client pursuant to this Agreement.

    o   [Omitted]

    o   "Order Form" shall mean any written instrument(s), either duly executed by both Parties or mutually acknowledged through offer and acceptance, which sets forth the Contractor's provision of licenses or services to Client, including without limitation any period of performance or payment obligations.

    o   "Person Records" shall mean the number of individuals being tracked within Client's instance of the Licensed Software Programs.

    o   "Person Record Ceiling" shall mean the total number of Person Records allowable under the Licensed Software Program as stated in the respective Order Form. Person Records which have been flagged as "Inactive" within the Licensed Software Program shall not count against the Person Record Ceiling.

o "Premiere Support" shall mean an annual subscription to tiered capacity of the Contractor's project management and/or customer care team(s) for Client-guided implementation, training, troubleshooting, and project support.

o "Proprietary Material" shall mean the Licensed Software Programs, the Documentation, and all parts, copies and modifications thereof, and any other information relating thereto, in whatever form, received by the Client from the Contractor. Proprietary Material does not include information or data which is rightfully in the Client's possession prior to its receipt from the Contractor without any obligation of confidentiality or which without any fault of the Client is or becomes available in the public domain.

o "Rate Escalations" shall mean, with respect to a Renewal Term, an automatic increase in Subscription Fees from the previous term.

o "Specifications" shall mean the Documentation and any additional technical or performance criteria set forth in any Order Form or subsequently agreed to in writing by the Parties.

o "Software Maintenance Program" shall mean standard maintenance and bug-fix services for the Licensed Software Programs made broadly available to Contractor's clients (including Client), and is an included component of any software-as-a-service subscription.

o "Source Code" shall mean the human-readable form of the computer programming code for the Licensed Software Programs and any and all related system Documentation including, without limitation, technical design documents, all comments and any procedural code such as job control language.

o "Statement of Work" shall mean the written document containing Contractor's description of professional services to be performed hereunder, which may include, without limitation, task and/or payment timelines.

o "Subscription Fees" shall mean any recurring consideration payable by Client to Contractor detailed within an Order Form, including without limitation those relating to Licensed Software Program(s), CI, or Premium Support.

- **Grant of Licenses**.

  o <u>Software Programs and Documentation</u>. Contractor grants to Client a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Software Programs and Documentation described in the Order Form and further subject to the restrictions set forth in this Agreement.

  o <u>Client Data</u>. Client hereby grants to Contractor a non-exclusive, non-transferable, royalty-free license to store, edit, modify, adapt, translate, exhibit, publish, reproduce, copy, display, or otherwise use Client's data for the sole purpose of performing Contractor's obligations under this Agreement. All right, title and interest in and to Client data shall be owned exclusively by Client. This Section shall not apply to De-Identified Data.

  o <u>De-Identified Data</u>. **De-Identified Data** shall be defined as Client Data, including derivatives thereof, that have been aggregated, scrubbed, hashed, obscured or otherwise processed so that such data or information is not capable of being re-associated with or identifying Client or any individual, account, device or organization. De-Identified Data may be used by the Contractor for any lawful purpose, including, but not limited to, development, research, and improvement of educational sites, services, or applications, and to demonstrate the market effectiveness of the Services. Contractor's use of such De-Identified Data shall survive termination of this Agreement or any request by a Client to return or destroy Client Data. Contractor agrees not to attempt to re-identify De-identified Data and not to transfer De-identified Data to any party unless that party agrees in writing not to attempt re-identification.

  o <u>Collection and Use of Information</u>. Client acknowledges that Contractor may, directly or indirectly through the services of third parties, collect and store information regarding use of the Licensed Software Programs and about equipment on which the Licensed Software Programs are installed or through which they otherwise are accessed and used. Client agrees that the Contractor may use such information related to any use of the Licensed Software Programs by Client or on Client's equipment, for purposes of assessing and/or improving the performance of the Licensed Software Programs, developing Updates, or verifying Client's compliance with the terms of this Agreement and enforcing the Contractor's rights, including all Intellectual Property Rights.

  o <u>Delivery</u>. Contractor shall deliver, install and implement the Licensed Software Programs in accordance with all Order Form(s) issued hereunder.

o   Discontinued Features. Contractor reserves the right to change or discontinue individual features within the Licensed Software Programs upon prior written notice. To the extent any such changes result in a material reduction of overall functionality without a comparable replacement, Contractor will refund Client a pro-rata portion of all prepaid fees associated with the discontinued subscription services for which no comparable replacement was provided.

o   Third-Party Services. The Licensed Software Programs may include integrations with web services made available by third parties that are accessed through the Licensed Software Programs and subject to terms and conditions with those third parties. These third-party web services are not part of the Licensed Software Programs and this Agreement does not apply to them.

▪   **Price and Payment Terms.**

o   Fees. Upon Acceptance or renewal of any product or service hereunder, Client shall pay Contractor the respective fee(s) as set forth in any Order Form; except where otherwise indicated, fees shall be in US Dollars and are non-refundable. Specifically, but without limiting the foregoing, Subscription Fees are based on the capacity designated in the Order Form; excess or unused capacity may neither be rolled over nor refunded in any way. For purposes of clarification, it is noted that the Acadis Readiness Suite (including all associated individually sold modules, CI and Premier Support are all Subscriptions and invoiced as Subscription Fees.

o   Invoices. Contractor shall submit invoices to Client at the address set forth above, and Client shall pay each undisputed invoice within thirty (30) days of the date of the invoice. Client may issue a purchase order if required by Client's entity and failure to do so does not cancel any obligation Client has to Contractor. If Client does issue a purchase order – whether issued (i) before or after the Effective Date or (ii) in connection with the Initial Term or any Renewal Term of this Agreement – it will be for Client's convenience only. Client agrees that the terms and conditions of this Agreement shall control in all events. No different or additional terms or conditions contained in or linked from any purchase order or other instrument issued by Client and purporting to govern Client's use of the Licensed Software Programs will be binding on the Parties, even if signed and returned, unless the Parties expressly agree in a writing, separate from such purchase order, to be bound by such terms and conditions. Subscription Fees for each Renewal Term shall be billed thirty (30) days in advance of the applicable service expiration date.

o   Acceptance Criteria. Unless otherwise provided in an Order Form: (i) Acceptance shall be attained for Licensed Software Programs, CI, and/or Premium Support when it becomes possible for an Authorized User to log into the Licensed Software Programs; and (ii) Acceptance for professional services shall be attained incrementally at monthly intervals based on the hours and tasks completed. Firm fixed price professional services, if any, must be consumed by Client within the timeframe in the applicable Statement of Work, or are otherwise forfeited and deemed accepted in their entirety for purposes herein.

o   Taxes. Unless otherwise provided in an Order Form, Client warrants that it is exempt from payment of all federal, state, and local taxes on its purchases. Upon request, Client shall promptly provide Contractor with a valid and current copy of any tax exemption certificates. Rate Escalations. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5% per contract year.

o   Travel Reimbursement. Unless otherwise indicated in an Order Form, fees are not inclusive of travel costs. All travel authorized by Client shall be reimbursed at cost to Contractor, and, if applicable, shall be compliant with Federal Travel Regulations. Travel costs commence at the moment Contractor personnel leave its facility, and cease upon return thereto.

o   Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available to Contractor: Contractor may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; Client shall reimburse Contractor for all costs incurred by Contractor in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and if such failure continues for 60 days following written notice thereof, Contractor may: (i) disable Client's use of the Licensed Software Programs (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement.

4. Term and Termination.

o   Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for ninety (90) days after the termination or expiration of all Order Forms. Upon expiration or early termination of any Order Form or this Agreement, as applicable, Your license to the Services shall automatically terminate, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to

access the Services. Notwithstanding any provision to the contrary, access to the Services may remain active for an additional thirty (30) days past termination of any license solely for the purpose of our record keeping.

o   Termination. This Agreement may be terminated prior to the expiration of the current term upon any of the following:

- by Contractor, effective on written notice to Client, if Client fails to pay any amount when due under this Agreement, where such failure continues more than sixty (60) days after Contractor's delivery of written notice thereof ("Payment Failure")

- by Contractor, immediately on written notice to Client if any six (6) or more Payment Failures occur in any two-year period; by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

- by Client, effective immediately, if the Contractor: (i) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any
domestic or foreign bankruptcy or insolvency Law; (ii) makes or seeks to make a general assignment for the benefit of its creditors; or (iii) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property; or

- by mutual agreement of the Parties.

o   Effect of Termination or Expiration. On the expiration or earlier termination of the Order Form or this Agreement all rights, licenses and authorizations granted to Client hereunder will immediately terminate and Client shall: (i) immediately cease all use of and other activities with respect to the Licensed Software and Documentation; (ii) within thirty (30) days deliver to Contractor, or at Contractor's written request destroy, and permanently erase from all devices and systems Client directly or indirectly controls, the Licensed Software, the Documentation and the Contractor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; and (iii) certify to Contractor in a signed written instrument that it has complied with the requirements of this section. All amounts payable by Client to Contractor of any kind under this Agreement are immediately payable and due no later than thirty (30) days the effective date of the expiration or termination of this Agreement. Upon satisfaction of all undisputed invoices and obligations herein, Contractor shall export Client's data in an industry-standard format and shall make such data available to Client for thirty (30) days; thereafter, Contractor shall destroy Client data except to the extent a copy thereof may be necessary to comply with legal requirements. Any additional transition services requested by Client shall be invoiced at Contractor's then-current commercial labor rates.

o   Survival. Any right, obligation or provision under the Order Form or this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

- **Use Restrictions.**

  o   Acknowledgement of Ownership. Acadis is a commercial-off-the-shelf (COTS) software product developed by, and the sole intellectual property of, Contractor. The Contractor shall retain all title, copyright, patent and other proprietary rights to all Proprietary Material and to all copies thereof. Any enhancements, modifications, improvements, derivations, extensions, links or other changes ("Changes") to the Licensed Software Programs and Documentation, whether made by or shared with the Client, including without limitation those Changes made through the use of CI or Premier Support, will be the exclusive property of Contractor and shall be subject to the terms and conditions of this Agreement. The Parties agree that, for purposes of this Agreement, the Licensed Software Programs shall be construed as "restricted computer software" as such term is defined in FAR 52.227-14.

  o   Person Record Ceiling. Fees for the Licensed Software Programs are based on the Person Record Ceiling. Client warrants that the Person Record Ceiling is an accurate estimate as of the Effective Date, and agrees to inform Contractor of any anticipated or actual increase to the number of Person Records in excess of the Person Record Ceiling. The Client understands that the Licensed Software Programs will not restrict the number of Person Records, and that exceeding the Person Record Ceiling shall be subject to additional fees at Contractor's then-current commercial rates. Notwithstanding any other provision to the contrary, the Client agrees that Fees for the Person Record Ceiling established at the beginning of the Term shall under no circumstance be reduced without the written consent of the Contractor.

  o   Prohibited Activities. Neither Client nor its Authorized Users shall:

  - use the Licensed Software Programs for the benefit of unaffiliated third;

  - decompile, disassemble or otherwise reverse engineer any portion of the Licensed Software Programs;

- modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software Programs or Documentation or any part thereof;

- bypass or breach any security device or protection used for or contained in the Licensed Software Programs or Documentation;

- directly or indirectly use (including make any copies of) the Licensed Software Programs or Documentation beyond the scope of the license granted, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software Programs, or any features or functionality thereof, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; or

- use the Licensed Software Programs or Documentation in violation of any law, regulation or rule;

- violate any system security policy published by Contractor throughout the Term of this Agreement; or

- abuse or permit waste of the Licensed Software Program infrastructure, including without limitation using more than one (1) terabyte of total disk storage on Contract-provided web servers (inclusive of sandbox and/or backup site(s)), or averaging more than 20GB of outbound data transfer per Authorized User.

  o Responsibility for Use of Software. Client is responsible and liable for all uses of the Licensed Software Programs and Documentation through access thereto provided by Client, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Client is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software Programs and Documentation by its Authorized Users or by any other person to whom Client or an Authorized User may provide access to or use of the Licensed Software Programs and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

- **License Audit.**

  o Audit Procedure. Contractor or its nominee (including its accountants and auditors) may, in Contractor's sole discretion, inspect and audit Client's use of the Licensed Software Programs under this Agreement at any time during the Term and for three years following the termination or earlier expiration of this Agreement. During the audit, Client may be required conduct a review of its and its Authorized Users use the Licensed Software Programs and certify to Contractor in a written instrument signed by an officer of Client whether it is in full compliance with this Agreement. Such audit may also be based, in whole or in part, on periodic reports that Contractor exports from the Licensed Software Programs. All audits shall be conducted in a manner that does not unreasonably interfere with Client's business operations.

  o Cost and Results of Audit. If the audit determines that Client's use of the Licensed Software Programs exceeded the usage permitted by this Agreement by more than five percent (5%), Client shall: (i) reimburse the Contractor the reasonable costs of the Audit; (ii) remedy such noncompliance and provide Contractor with written notice thereof, and (iii) pay to Contractor all amounts due for such excess use of the Licensed Software Programs. Client shall make all payments required under this section within thirty (30) days of the date of written notification of the audit results.

  o Additional Remedies. If the use exceeds or exceeded the use permitted by this Agreement by more than five percent (5%), Contractor shall also have the right and option to (i) terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Client, or (ii) charge additional fees in accordance with Section 5.2. Contractor's remedies set forth in this section are cumulative and are in addition to, and not in lieu of, all other remedies the Contractor may have at law or in equity, whether under this Agreement or otherwise.

- **Confidentiality and Security Breach Disclosures.**

  o Nondisclosure. Except as otherwise provided herein and to the extent permitted by law, each Party agrees that it shall not use or disclose to any third Party any Confidential Information of the other Party. Each Party shall instruct its personnel to keep such information confidential by using the same care and discretion, but not less than a reasonable degree of care and discretion that it uses for its own Confidential Information. Client further agrees to take reasonable steps to ensure that any program or materials relative to the operation of the Licensed Software Programs, including but not limited to, flow charts and logic diagrams, in any form are not provided or otherwise made available to any parties other than authorized users without prior written consent from Contractor. These obligations shall not apply to any information which is (a) published or otherwise becomes available to the general public through no fault of the receiving Party; (b) has been furnished or made known by a third Party without breach by that third Party of any

obligation to the disclosing Party; (c) was in the receiving Party's possession without proprietary restrictions prior to the date of disclosure; (d) the receiving Party establishes that it was developed independent of the Confidential Information; or (e) required to be disclosed by applicable law. For purposes of this section, the "disclosing Party" means the Party which owns the Confidential Information and the "receiving Party" means the Party to which the Confidential Information is disclosed.

- o Injunctive Relief. In the event of any unauthorized disclosure of Confidential Information by a receiving Party, the disclosing Party may elect to immediately terminate this Agreement upon written notice to the receiving Party. Each Party acknowledges that monetary damages may not be a sufficient remedy or protection for the aggrieved Party, and the aggrieved Party shall be entitled to injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

- o Notice of Security Breach. In the event of a security breach, Contractor warrants that critical information will be timely shared with Client to the extent that such information does not compromise the investigation, conflict with an instruction from a law enforcement agency, or violate applicable laws, rules, or regulations. Client warrants that it will immediately (within 24 hours) report to Contractor any suspected or confirmed security breaches that directly or indirectly impact the Licensed Software Programs or the records contained therein. Contractor retains the right to provide notice of security breaches as necessary to comply with applicable privacy laws and regulations, and – except where such breach is solely caused by the actions, errors, or omissions of Contractor – Client shall be responsible for all reasonable costs of notifying the Client's employees, Authorized Users, or other individuals contained in its Person Records of a security breach.

- o Disaster Recovery and Security Policies. Contractor's disaster recovery and security policies are governed by an internal document that the Contractor may amend at any time in its discretion. Copies of the current versions of these policies may be made available to Client as Contractor's Confidential Information upon written request.

- **Representations and Warranties.**

  - o Collaborative Effort; Tolling. Each Party shall make available qualified personnel and resources as are reasonably necessary to properly and timely perform the obligations under this Agreement. The Parties acknowledge that Contractor's Agile development methodology requires an integrated project team with a high level of communication and interaction between Client and Contractor personnel. If Client fails to provide the requisite project support, or fails to provide such in a timely manner, Contractor shall be granted a nonexclusive remedy to extend the applicable delivery dates by a duration corresponding to the delay caused by Client. Where data migration is required from an existing system to the Licensed Software Programs, Client represents and warrants that its personnel have administrative access to the requisite data sources and can provide extracts of existing data in industry standard formats; except where explicitly agreed in an Order Form, the Parties acknowledge and agree that all data extraction, data cleansing, and the import of extracted data will be done by Client personnel.

  - o Software Maintenance and Help Desk. During the Term, Contractor agrees to provide to Client all available maintenance and bug-fix services for the Licensed Software Programs (the "Software Maintenance Program"). Notwithstanding the ability of Contractor to establish standard maintenance policies, Contractor's Software

  Maintenance Program services shall include, at a minimum, reasonable problem correction times, and escalation procedures based upon the criticality or severity of the problem. Contractor's Help Desk shall be available to Client between 8:30 A.M.-8:00 P.M. Eastern Time, except on weekends and holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve, Christmas Day), with on-call after-hour support team available for priority emergency fixes.

  - o Intellectual Property. Contractor represents and warrants that it has the right to grant a license to the Licensed Software Programs free and clear of any liens and encumbrances. Contractor further represents and warrants to Client that Contractor owns the Licensed Software Program, including all associated intellectual property rights, or otherwise has the right to grant Client the right and License provided in this Agreement, and that neither the Licensed Software Programs nor the Documentation infringe any valid United States patents, copyrights, trademarks, or other proprietary rights of any third parties.

  - o Specifications. Contractor represents that, during the subscription term for the Licensed Software Program, it shall operate in substantial conformance with the Specifications, will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, shall substantially perform in accordance therewith.

  - o Service Levels. For purposes of this section, the Licensed Software Programs shall be deemed unavailable for determining service level compliance only if the Licensed Software Programs are unusable, for example, as a result of

a severe degradation of response time. The Contractor will make the software available continuously, as measured over the course of each calendar month, an average of 99.5% of the time, excluding unavailability as a result of planned maintenance, unplanned emergency maintenance, and events outside the Contractor's control ("Service Level Guarantee").

o No Disabling Devices or Viruses. Contractor has taken, and will continue to take, reasonable steps to test the Licensed Software Programs for programming devices (e.g., viruses, "worms," backdoors, etc.) that would (a) disrupt the use of the Licensed Software Programs or any system, device or Client software to which the Licensed Software Programs is interfaced or other computer equipment with which such equipment communicates; (b) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine functioning of the Licensed Software Programs; or (c) permit Contractor personnel, agents or subcontractors access to any portion of the Licensed Software Programs other than as necessary to carry out the terms of this Agreement. To the best of Contractor's knowledge, no such devices are present in the Licensed Software Programs as delivered to Client. Contractor agrees to use reasonable programming practices and security procedures to avoid insertion of such devices and to scan for viruses before sending any media containing programming code to Client. Furthermore, Contractor agrees not use any such programming devices or other measures to interfere with the Client's use of the Licensed Software Programs.

o Compliance with Standards and Laws. Contractor represents and warrants that the Licensed Software Programs will at all times during the term of this Agreement comply with any applicable industry standards and applicable federal, state and local laws and regulations.

o Workmanlike Fashion. Contractor represents and warrants that all services shall be performed by qualified personnel in good and workmanlike fashion.

o Documentation. Contractor represents and warrants that the Documentation is and shall at all times during the term of this Agreement remain substantially complete and current with the current version of the Licensed Software Program.

o Disclaimer of Other Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 8, THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION ARE PROVIDED TO CLIENT "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE CONTRACTORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE CONTRACTOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

o Voiding of Warranty. If the breach of any warranty set forth by Contractor in this Article 8 is caused through any action, error, or omission of Client, any Authorized User, or any other person provided access to the Licensed Software Programs by Client or any Authorized User, such warranty shall not apply and shall be considered null and void.

- **Limitations and Disclaimers**.

  o **EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR CLIENT'S NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF CLIENT HAS ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), CLIENT AGREES THAT ITS EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM CONTRACTOR, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO CONTRACTOR FOR THE PRECEDING TWELVE (12) MONTHS.**

  9.1.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S NAMED USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES,

OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE SERVICES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE SERVICES AT THEIR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

- o <u>Disclaimer on Additional Costs</u>. IN NO EVENT WILL CONTRACTOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE CONTRACTORS OR SERVICE PROVIDERS, BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY COSTS ASSOCIATED WITH BACKGROUND CHECKS ON CONTRACTOR PERSONNEL WHICH ARE ADDITIONAL TO CONTRACTOR'S STANDARD HIRING AND BACKGROUND CHECK PROCEDURES.

- **Miscellaneous**.

  - o <u>Independent Contractor</u>. Contractor is an independent contractor and nothing in this Agreement shall be deemed to make Contractor an agent, employee or joint venturer of Client. Contractor shall not be entitled to any benefits that Client provides for its own employees, including, without limitation, worker's compensation and unemployment insurance. Contractor shall be solely and entirely responsible for Contractor's acts and the acts of Contractor's employees, agents and subcontractors.

  - o <u>Interpretation</u>. The headings in this Agreement are for the convenience of the Parties only, and shall not affect the interpretation of this Agreement. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular.

  - o <u>Notice</u>. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the applicable Order Form(s). Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

  - o <u>Non-Recruitment and Non-Solicitation of Employees</u>. Client and Contractor recognize and acknowledge that employees who are engaged in computer-related activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each Party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both Parties agree not to recruit or employ, either directly or indirectly, a present employee of the other Party during the term of this Agreement and one (1) year after without the other Party's prior written consent.

  - o <u>Force Majeure</u>. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any payment obligation, to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, subcontractor difficulties, problems with telecommunications providers, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of 60 days or more.

  - o <u>Affected Party Obligations</u>. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

  - o <u>Amendment</u>. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the Parties.

  - o <u>Assignment</u>. No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the other Party. Notwithstanding the foregoing, Contractor may freely assign or

transfer any or all of its rights without Client's consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of its assets, or similar change of control transaction.

o   Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach of the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

10.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Contractor and Client and their respective legal representatives, successors and authorized assigns.

10.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Counterparts. This Agreement (inclusive of any Order Form) may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Severability. If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

10.12 Remedies. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.

10.13 Applicable Law and Compliance. This contract shall be governed under the laws of the State of Delaware without giving effect to any choice of law provision or rule. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.14 Export Regulation. The Licensed Software Programs and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. The Client shall not, directly or indirectly, export, re-export or release the Licensed Software Programs or Documentation to, or make the Licensed Software Programs or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. The Client shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software Programs or Documentation available outside the US.

a.   Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Client is the US Government or any contractor therefor, Client shall receive only those rights with respect to the Licensed Software Programs and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

o   Nondiscrimination. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.17 Order of Precedence. The Statement of Work and any other Order Form(s) are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency among the individual components of this Agreement, such conflict or inconsistency shall be resolved by observing the following order of precedence (from highest to lowest, and where applicable) this Agreement, Order Form(s); Contractor's proposal to Client solicitation; Client's solicitation.

1.1 Updated Terms and Conditions. Contractor may modify its terms and conditions at any time by posting a revised version on its website (www.acadis.com/mla/) or otherwise providing notice to Customer. Such terms shall become effective and binding between the Parties upon commencement of any Renewal Term thereafter.