

212



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 17, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Adult Education to enter into a **sole source** contract amendment with Data Recognition Corporation (Vendor Code 289757) to increase the not to exceed amount by \$29,983.34, from \$106,562.07 to \$136,545.41, to provide additional paper-copies of the consumable answer booklets for the Test of Adult Basic Education (TABE) 11/12, a National Reporting System approved assessment, required for pre and post-testing all adult basic education students receiving services under the Workforce Innovation and Opportunity Act of 2014, effective upon Governor and Council approval through June 30, 2021. Item originally approved on October 3, 2018 (Item# 54). 100% General Funds

Funds are available in the account titled Adult Education in FY19.

| | <u>FY19</u> | <u>Amendment</u> | <u>Adjusted FY19</u> |
|----------------------------------|-------------|------------------|----------------------|
| 06-56-565010-25350000-602-500932 | \$46,091.57 | \$29,983.34 | \$76,074.91 |
| State Non-Match | | | |

EXPLANATION

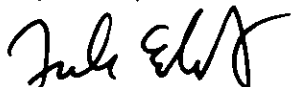
This is a **sole source** contract amendment to purchase additional consumable answer booklets in order to continue required testing while local adult education providers update the equipment required for computer-based testing. Data Recognition Corporation is the only publisher of National Reporting System approved assessments for reading, writing and math. All adult education programs that receive funding under the Workforce Innovation and Opportunity Act of 2014 are required to administer pre- and post-testing using an assessment approved by the U.S. Department of Education, Office of Career, Technical and Adult Education National Reporting System to document measurable skill gain for students.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 17, 2019
Page 2 of 2

In the spring of 2018, the National Reporting System approved the Test of Adult Basic Education 11/12 for use in assessing adult basic education students. It is currently the only assessment that is aligned with the College & Career Readiness Standards for Adult Education in all three required content areas: reading, language and math. The Educational Functioning Levels used to measure skills gain are now based on the College & Career Readiness Standards for Adult Education.

The Bureau of Adult Education enrolled more than 1000 adult basic education students in the first eight (8) months of the FY19. These students have Educational Functioning Levels at or below the 8th grade level. In addition to being used for federal reporting purposes, the TABE is used to place students in appropriate levels of instruction and to identify educational needs. More than 1480 assessments were administered in FY18.

Respectfully submitted,



Frank Edelblut
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 9, 2019

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

Dear Commissioner Edelblut:


This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend the contract with Data Recognition Corporation of Maple Grove, Minnesota as described below and referenced as DoIT No. 2018-147A.

The purpose of this request is to enter into a contract amendment with Data Recognition Corporation for the purchase of additional paper-based testing materials until the computer-based testing environment is available. The benefit of the purchase is the cost-savings by purchasing in bulk for all Adult Education Centers.

The amount of the amendment is \$29,983.34, increasing the current contract from \$106,562.07 to \$136,545.41, and the contract shall become effective upon Governor and Executive Council approval through June 30, 2021.

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

Sincerely,


Denis Goulet

DG/ik/ck
DoIT #2018-147A

cc: Chris Hensel, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Adult Education TABE 11 12
BAE-2018-147
CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of a sole source contract, on October 3, 2018, Item # 54 (herein after referred to as the "Agreement"), Data Recognition Corporation (hereinafter referred to as "Vendor" or "DRC") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education, Bureau of Adult Education (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$29,983.34 to bring the total contract price to \$136,545.41;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$29,983.34 from \$106,562.07 to \$136,545.41 to provide additional paper copies of the Test of Adult Basic Education 11/12.
2. The Agreement is further amended as described in Table 1:
3. Add Exhibit 1: Contractor Obligations
4. Add Exhibit 2: Anti-Lobbying

Table 1

| Contract #2018-147 Section Number | AMENDED TEXT | | | | |
|---|---|-------------|-------------|-------------|-------------|
| Part 3 Exhibit B Price and Payment Schedule Section 1.4 SaaS Pricing Worksheet | Table 1.4: SaaS Services Pricing Worksheet | | | | |
| | SaaS Services | Year 1 | Year 2 | Year 3 | Total |
| | Web Site | Included | Included | Included | Included |
| | Hosting Fee | | | | |
| | Technical | Included | Included | Included | Included |
| | Support and | | | | |
| | updates | | | | |
| | Maintenance | Included | Included | Included | Included |
| | and updates | | | | |
| | Licensing | \$23,432.00 | \$24,603.60 | \$24,603.60 | \$72,639.20 |
| Replace with Table 1.4A: SaaS Services Pricing Worksheet | | | | | |

Initial all pages
Vendor Initials *JE*

Date *5/10/2019*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Adult Education TABE 11 12
BAE-2018-147
CONTRACT AMENDMENT #1**

| Table 1.4A: SaaS Services Pricing Worksheet | | | | |
|--|-------------|-------------|-------------|--------------|
| SaaS Services | Year 1 | Year 2 | Year 3 | Total |
| Web Site Hosting Fee | Included | Included | Included | Included |
| Technical Support and updates | Included | Included | Included | Included |
| Maintenance and updates | Included | Included | Included | Included |
| Licensing | \$23,432.00 | \$24,603.60 | \$24,603.60 | \$72,639.20 |
| Paper copies | \$51,661.41 | \$5,631.65 | \$5,631.65 | \$62,924.71 |
| Training | \$981.50 | 0 | 0 | \$981.50 |
| GRAND TOTAL | \$76,074.91 | \$30,235.25 | \$30,235.25 | \$136,545.41 |

Table 2 CONTRACT HISTORY 2017-047 Adult Education Data System

| CONTRACT AND AMENDMENT NUMBER | AMENDMENT TYPE | G&C APPROVAL DATE | END DATE | CONTRACT AMOUNT |
|-------------------------------|---------------------------|-----------------------|---------------|-----------------|
| 2018-147 | Original Contract | 10/3/2018 Item #54 | June 30, 2021 | \$106,562.07 |
| 2018-147 Amendment 1 | 1 st Amendment | TBA | June 30, 2021 | \$29,983.34 |
| | CONTRACT TOTAL | | | \$136,545.41 |

Initial all pages
Vendor Initials

JS Date 5/10/2019

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Adult Education TABE 11 12
BAE-2018-147
CONTRACT AMENDMENT #1

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

Jennifer Eastman
Jennifer Eastman, Legal Counsel
Data Recognition Corporation

Date: 5/10/2019

Corporate Signature Notarized:

STATE OF Minnesota

COUNTY OF Anoka

On this the 10th day of May, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Daniel A. Hetman
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



State of New Hampshire

Frank Edelblut
Frank Edelblut, Commissioner
State of New Hampshire
Department of Education

Date: 5-20-19

Initial all pages

Vendor Initials JE

Date 5/10/2019

Page 3 of 4

Amendment template revision 11/28/18

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Adult Education TABE 11 12
BAE-2018-147
CONTRACT AMENDMENT #1

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General


State of New Hampshire, Department of Justice

Date: MAY 29, 2019

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

EXHIBIT 1

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

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

Procurement of Recovered Materials

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

Contractor Initials JS
Date 5/10/2019


Exhibit 2

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- a. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.


Contractor Initials 5/10/2019
Date 5/10/2019

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DATA RECOGNITION CORPORATION is a Minnesota Profit Corporation registered to transact business in New Hampshire on August 22, 2018. 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: 802060

Certificate Number: 0004514439



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

Certificate of Authority #1

Corporate Resolution

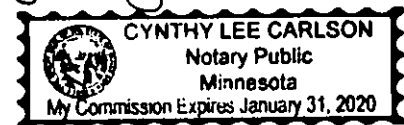
I, Cynthy Carlson, hereby certify that I am duly appointed Clerk of Data Recognition Corporation. I hereby certify that the Board of Directors has authorized the following signature authority, which is effective without expiration.

AUTHORIZATION: That Jennifer Eastman, General Counsel and Senior Vice President, is authorized to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to implement the purpose of this authorization.

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

DATED: May 13, 2019

ATTEST:





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/13/2019

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

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

| PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|---|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED Data Recognition Corporation DRC Properties II LP/DRC Properties LP DRC Properties III LP 13490 Bass Lake Road Maple Grove MN 55311 USA | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER B: The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: The Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Travelers Property Cas Co of America | 25674 | INSURER B: The Charter Oak Fire Insurance Company | 25615 | INSURER C: The Travelers Indemnity Co of America | 25666 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Travelers Property Cas Co of America | 25674 | | | | | | | | | | | | | | |
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| INSURER C: The Travelers Indemnity Co of America | 25666 | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 570076237378

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.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD YVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 11/01/2018 | 11/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | 11/01/2018 | 11/01/2019 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | | 11/01/2018 | 11/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| A | | N/A | | 11/01/2018 | 11/01/2019 | |

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

RE: NH Department of Education, Adult Education for Contract BAE-2018-147.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| Bureau of Adult Education Attn: Sarah Bennett 21 South Fruit Street, Suite 20 Concord NH 03301 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i> |
|---|---|

Holder Identifier:

Certificate No.: 570076237378

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

June 29, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Adult Education to enter into a **sole source** contract with Data Recognition Corporation (Vendor Code 289757) in an amount not to exceed \$106,562.07, to provide the Test of Adult Basic Education (TABE) 11/12, a National Reporting System approved assessment, required for pre and post-testing all adult basic education students receiving services under the Workforce Innovation and Opportunity Act of 2014, effective upon Governor and Council approval through June 30, 2021 with the option to renew for two additional two-year terms. 100% General Funds

Funds are available in the account titled Adult Education in FY19, and are anticipated to be available in FY20 and FY21, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

| | <u>FY 19</u> | <u>FY 20</u> | <u>FY 21</u> |
|---|--------------|--------------|--------------|
| 06-56-56-565010-2535-602-500932 State Non-Match | \$46,091.57 | \$30,235.25 | \$30,235.25 |
| Total: | | \$106,562.07 | |

EXPLANATION

This is a **sole source** contract as Data Recognition Corporation is the only publisher of National Reporting System approved assessments for reading, writing and math. All adult education programs that receive funding under the Workforce Innovation and Opportunity Act of 2014 are required to administer pre- and post-testing using an assessment approved by the U.S. Department of Education, Office of Career, Technical and Adult Education National Reporting System to document measurable skill gain for students. This contract will provide both paper-based and computer-based assessment materials for all twenty-six (26) programs contracted with the NH Department of Education to provide adult basic education services in New Hampshire.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 29, 2018
Page 2 of 2

In the spring of 2018, the National Reporting System approved the Test of Adult Basic Education 11/12 for use in assessing adult basic education students. It is currently the only assessment that is aligned with the College & Career Readiness Standards for Adult Education. The Educational Functioning Levels used to measure skills gain are now based on the College & Career Readiness Standards for Adult Education.

The Bureau of Adult Education serves approximately 750 adult basic education students. These students have Educational Functioning Levels at or below the 8th grade level. In addition to being used for federal reporting purposes, the TABE is used to place students in appropriate levels of instruction and to identify educational needs. More than 1480 assessments were administered in FY18.

Respectfully submitted by,



Frank Edelblut
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

September 14, 2018

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

Dear Commissioner Edelblut:

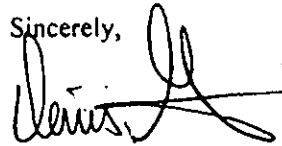
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Data Recognition Corporation, of Maple Grove, Minnesota, as described below and referenced as DoIT No. 2018-147.

This is a request to enter into a sole source contract with Data Recognition Corporation, to provide both paper-based and computer-based testing options on an approved assessment for adult education students as required by the US Department of Education, Office of Career, Technical and Adult Education under the National Reporting System (NRS). All adult education students in programs receiving funding under the Workforce Innovation and Opportunities Act of 2014 are required to be pre- and post-tested using an NRS approved assessment.

The contract amount is not to exceed \$106,562.07. The contract term is October 3rd, 2018 or upon Governor and Council approval, through June 30, 2021.

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

Sincerely,



Denis Goulet

DG/ik/ck
DoIT #2018-147

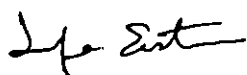
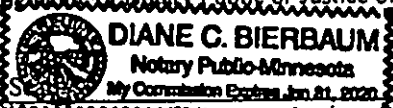

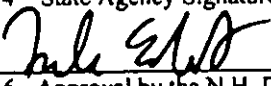
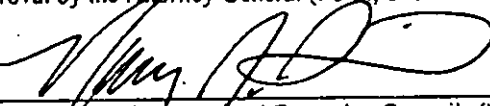
cc: Chris Hensel, IT Manager, DoIT

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

| | | | |
|---|--------------------|--|--------------------------------------|
| 1.1 State Agency Name Department of Education, Bureau of Adult Education | | 1.2 State Agency Address 21 South Fruit Street, Suite 20 Concord, NH 03301 | |
| 1.3 Contractor Name Data Recognition Corporation | | 1.4 Contractor Address 13490 Bass Lake Road Maple Grove, MN 55311 | |
| 1.5 Contractor Phone Number 203-240-0433 | 1.6 Account Number | 1.7 Completion Date June 30, 2021 | 1.8 Price Limitation \$106,562.07 |
| 1.9 Contracting Officer for State Agency Sarah Bennett | | 1.10 State Agency Telephone Number 603-271-6701 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Jennifer Eastman General Counsel | |
| 1.13 Acknowledgement: State of Minnesota , County of Hennepin On <u>JUNE 27 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace   | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Diane C. Bierbaum, Dir. Contract Mgmt & Procurement | | | |
| 1.14 State Agency Signature  Date: <u>8.30.18</u> | | 1.15 Name and Title of State Agency Signatory FRANK Edelblut, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/5/2018</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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New Hampshire Department of Information Technology
Contract Cover Sheet

| | |
|---|--|
| Name of Agency/Division: NH Department of Education, Bureau of Adult Education | |
| Contract Number/Name: NH Adult Education – TABE 11/12 | |
| Contract Purpose: To purchase TABE 11/12 online assessments and paper-based assessment materials for compliance with the National Reporting System. | |
| Name of Vendor: Data Recognition Corporation | Who Negotiated the Contract: Sarah Bennett |
| Amount of Contract: | Funding Source: General Funds |
| Term of Contract: 3 years with option to renew for two additional two-year terms | Is this an amendment? No |
| Competitive Bid Process: (Explain if "No") No. The TABE 11/12 is the only approved assessment for Reading, Language and Math for the National Reporting System that is aligned with the College & Career Readiness Standards for Adult Education. | |
| Background Information: <p>All NH adult education centers offering the Adult Basic Education program are required to pre- and post-test students using an assessment approved by the National Reporting System (NRS) to determine the starting and ending Educational Functioning Level.</p> <p>The TABE 9/10 is currently being used by all NH adult education centers offering the Adult Basic Education program, but the NRS approval will expire on February 2, 2019.</p> <p>Additionally, the Educational Functioning Levels, issued by the National Reporting System, will be aligned with the College & Career Readiness Standards for Adult Education effective before or by February 2, 2019.</p> <p>Data Recognition Corporation offers the TABE 11/12 in both computer-based and paper-based formats. The Bureau of Adult Education will be working with local adult education centers to transition to computer-based</p> | |

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| assessments over the next several years. This contract includes access to the computer-based testing as well as supplying local centers with the materials for paper-based testing. | |
| Special Concerns: None | |
| Amendment History (If applicable): None | |
| | |
| Submitted By: Sarah Bennett | Current Date: |
| Phone: (603) 271-6699 | Email: Sarah.Bennett@doe.nh.gov |

2018-147 IT Provisions – Part 2
Contractor Initials: GL 18
Date: 1/18

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TERMS AND DEFINITIONS

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

| | |
|---|---|
| Acceptance | Notice from the State that a Deliverable has satisfied Acceptance Test or Review. |
| Acceptance Letter | An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review. |
| Acceptance Period | The timeframe during which the Acceptance Test is performed |
| Acceptance Test Plan | The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables. |
| Acceptance Test and Review | Tests performed to determine that no Defects exist in the application Software or the System |
| Access Control | Supports the management of permissions for logging onto a computer or network |
| Agreement | A contract duly executed and legally binding. |
| Appendix | Supplementary material that is collected and appended at the back of a document |
| Audit Trail Capture and Analysis | Supports the identification and monitoring of activities within an application or system |
| Authorized Persons | The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required. |
| Certification | The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review. |
| Change Order | Formal documentation prepared for a proposed change in the Specifications. |
| Completion Date | End date for the Contract |
| Confidential Information | Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> |
| Contract | This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents. |
| Contract Agreement | Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work |
| Contract Conclusion | Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default. |
| Contract Documents | Documents that comprise this Contract (See Contract Agreement, Section 1.1) |
| Contract Managers | The persons identified by the State and the Vendor who shall be responsible for all |

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| | contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>) |
| Contract Price | The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37). |
| Contractor | The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract. |
| Contracted Vendor/Vendor | The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Conversion Test | A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System. |
| Cure Period | The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified. |
| Custom Code | Code developed by the Vendor specifically for this project for the State of New Hampshire |
| Custom Software | Software developed by the Vendor specifically for this Project for the State of New Hampshire |
| Data | State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term |
| Data Breach | The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data. |
| DBA | Database Administrator |
| Deficiencies/Defects | <p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p> |

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| Deliverable | A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement. |
| Department of Information Technology (DoIT) | The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008. |
| Documentation | All information that describes the installation, operation, and use of the Software, either in printed or electronic format. |
| Digital Signature | Certification that guarantees the unaltered state of a file, also known as "code signing." |
| Effective Date | The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract |
| Encryption | Supports the transformation of data for security purposes |
| Enhancements | Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders |
| Firm Fixed Price Contract | A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract |
| Fully Loaded | Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses |
| Governor and Executive Council | The New Hampshire Governor and Executive Council. |
| 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. |
| Implementation Plan | Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures. |
| Information Technology (IT) | Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies. |
| Input Validation | Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc. |
| Intrusion Detection | Supports the detection of illegal entrance into a computer system |
| Invoking Party | In a dispute, the party believing itself aggrieved. |
| Key Project Staff | Personnel identified by the State and by the Contractor as essential to work on the Project. |
| Licensee | The State of New Hampshire |
| Non Exclusive Contract | A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract. |

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| Non-Public Information | Data, other than personal data, 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. |
| Non-Software Deliverables | Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other |
| Normal Business Hours | Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided |
| Notice to Proceed (NTP) | The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time |
| Open Data Formats | A data format based on an underlying Open Standard. |
| Open Source Software | Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11. |
| Open Standards | Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13. |
| Operating System | System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations. |
| Operational | The System is operating 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. |
| Order of Precedence | The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence |
| Personal Data | Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person. |
| Project | The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto. |
| Project Team | The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality |
| Project Management Plan | A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project. |
| Project Managers | The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and |

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| | review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP) | |
| Project Staff | State personnel assigned to work with the Vendor on the Project | |
| Proposal | The submission from a Vendor in response to the Request for a Proposal or Statement of Work | |
| Protected Health Information (PHI) | Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. | |
| Regression Test Plan | A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process. | |
| Review | The process of reviewing Deliverables for Acceptance | |
| Review Period | The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days. | |
| RFP (Request for Proposal) | A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions | |
| Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network | |
| Schedule | The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract | |
| Security Incident | The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach. | |
| Security Review & Testing Terms | Identification and Authentication | Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users |
| | Access Control | Supports the management of permissions for logging onto a computer or network |
| | Encryption | Supports the encoding of data for security purposes |
| | Intrusion Detection | Supports the detection of illegal entrance into a computer system |
| | Verification | Supports the confirmation of authority to enter a computer system, application |

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| | | or network |
| | Digital Signature | Guarantees the unaltered state of a file |
| | User Management | Supports the administration of computer, application and network accounts within an organization. |
| | Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network |
| | Audit Trail Capture and Analysis | Supports the identification and monitoring of activities within an application or system |
| | Input Validation | Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server |
| Service Level Agreement (SLA) | A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures. | |
| Service | The work or labor to be performed by the Vendor on the Project as described in the Contract. | |
| the Contractor | The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract. | |
| Software | All custom Software and COTS Software provided by the Vendor under the 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. | |
| Software Deliverables | Software and Enhancements | |
| Software License | Licenses provided to the State under this Contract | |
| Solution | The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP. | |
| Specifications | The written provisions that set forth the requirements which include, without limitation, | |

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| | 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 | STATE is defined as: State of New Hampshire Department of Education Bureau of Adult Education 21 South Fruit Street, Suite 20 Concord, NH 03301 Reference to the term "State" shall include applicable agencies |
| Statement of Work (SOW) | A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving. |
| State's Confidential Records | State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> |
| State Data | For SaaS applications means 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 extends from July 1 st through June 30 th of the following calendar year |
| State Identified Contact | The person or persons designated in writing by the State to receive security incident or breach notification. |
| State's Project Manager (PM) | State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP). |
| 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 |
| System | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications. |
| TBD | To Be Determined |
| Technical | Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical |

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| Authorization | requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement |
| Test Plan | A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data; test scripts and reports for the test results as well as a tracking mechanism. |
| Term | Period of the Contract from the Effective Date through termination. |
| Transition Services | Services and support provided when Contractor is supporting System changes. |
| UAT | User Acceptance Test |
| Unit Test | Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined. |
| User Acceptance Testing | Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents. |
| User Management | Supports the administration of computer, application and network accounts within an organization |
| Vendor/ Contracted Vendor | The Vendor whose proposal or quote was awarded the 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 |
| Walk Through | A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development |
| Work Hours | Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. |
| Work Plan | The overall plan of 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 C. 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. |
| Written Deliverables | Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format. |

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Education, Bureau of Adult Education ("State"), and Data Recognition Corporation, a Minnesota Corporation, ("Contractor"), having its principal place of business at 13490 Bass Lake Road, Maple Grove, Minnesota, 55311..

Data Recognition will provide computer-based assessments for the Test of Adult Basic Education (TABE) 11/12 and paper-based assessment materials to be distributed to local NH adult education centers offering the Adult Basic Education program.

RECITALS

Whereas the State desires to have the Contractor provide computer-based assessments and paper-based assessment materials, and associated Services for the State;

Whereas the Contractor wishes to provide the TABE Online and TABE 11/12 assessment materials.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-147) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Software Agreement
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- DRC INSIGHT System Requirements for TABE

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Exhibit M- Training Services
Exhibit N- Agency RFP with Addendums, by reference
Exhibit O- Vendor Proposal, by reference
Exhibit P- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire, Department of Education, Bureau of Adult Education Contract Agreement 2018-147, including Parts 1, 2, and 3.
- b. Vendor Quote dated June 6, 2018

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution 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 Contract shall begin on the Effective Date and extend through June 30, 2021. The Term may be extended up to June 30, 2025, with the option for two additional two-year terms ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 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 procurement or make an award by item, part or portion of an item, group of items, or total Proposal. the Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or

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omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

4.1 THE CONTRACTOR'S CONTRACT MANAGER

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

Karen Volkers
Assessment Consultant
10 Chestnut Lane
Damariscotta, ME 04543
Tel: 203-240-0433
Email: kvolker@datarecognitioncorp.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contracted Vendor 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 Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 The Contractor's 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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The

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Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

4.2.5 CONTRACTOR Project Manager is:

Karen Volkers
Assessment Consultant
10 Chestnut Lane
Damariscotta, ME 04543
Tel: 203-240-0433
Email: kvolker@datarecognitioncorp.com

4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff.

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The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

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

4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Key Member(s)

Title

Karen Volkers

Assessment Consultant

4.4 STATE CONTRACT MANAGER

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

Sarah Bennett
Education Consultant
NH Department of Education
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301
Tel: (603) 271-6699
Fax: (603) 271-3454

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Email: Sarah.Bennett@doe.nh.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Sarah Bennett
Education Consultant
NH Department of Education
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301
Tel: (603) 271-6699
Fax: (603) 271-3454
Email: Sarah.Bennett@doe.nh.gov

4.6 REFERENCE AND 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 Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

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5.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. . The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. 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 or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, 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 pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

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6. SOFTWARE

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

7. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

7.4 TRAINING SERVICES

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

7.6 WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty & Warranty Services.

8. WORK PLAN DELIVERABLE

The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

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The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contractor shall update the Work Plan as necessary, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must 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.

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All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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 demandor upon termination of this Agreement for any reason. the Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
NH Adult Education – TABE 11/12
SAAS CONTRACT 2018-147
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

a. Problem Statement The NH Department of Education, Bureau of Adult Education is in need of an assessment, approved by the National Reporting System, that is aligned with the College & Career Readiness Standards for Adult Education, for the purposes of required pre- and post-testing students in Adult Basic Education programs.

b. Goals – To provide an approved assessment in a computer-based and a paper-based format for local adult education centers offering the Adult Basic Education program,

c. Project Overview

The general scope of the project is to provide computer-based and paper-based assessments.

d. Statement of Work

Data Recognition Corporation will provide computer-based and paper-based assessments, Test of Adult Basic Education 11/12. Additionally, DRC will provide web-based training on this product.

e. General Project Assumptions

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Contract, Part 2. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally 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.

State of NH Contract 2018-147

Exhibit A – Contract Deliverables – Part 3

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PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

5. Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

| | Activity, Deliverable, or Milestone | Deliverable Type | Projected Delivery Date |
|--|--|------------------|-------------------------|
| PLANNING AND PROJECT MANAGEMENT | | | |
| 1 | Conduct Project Kickoff Meeting | Non-Software | 7/12/2018 |
| 2 | Project Status Reports | Written | 7/12/2018 |
| 3 | Work Plan | Written | 7/12/2018 |
| 4 | Security Plan | Written | 7/12/2018 |
| 5 | Communications and Change Management Plan | Written | 7/12/2018 |
| 6 | Deployment Plan | Written | 7/12/2018 |
| 7 | Comprehensive Training Plan and Curriculum | Written | 7/12/2018 |
| 8 | End User Support Plan | Written | 7/12/2018 |
| 9 | Business Continuity Plan | Written | 7/12/2018 |
| INSTALLATION | | | |
| 10 | Provide Software Licenses if needed | Written | 7/12/2018 |
| TESTING | | | |
| 11 | Conduct Integration Testing | Non-Software | 7/12/2018 |
| 12 | Conduct User Acceptance Testing | Non-Software | 7/12/2018 |
| 13 | Perform Production Tests | Non-Software | 7/12/2018 |
| 14 | Conduct System Performance (Load/Stress) Testing | Non-Software | 7/12/2018 |
| 15 | Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning. | Non-Software | 7/12/2018 |
| SYSTEM DEPLOYMENT | | | |

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CONTRACT DELIVERABLES

| | | | |
|-------------------|-------------------------------|--------------|---------------|
| 16 | Conduct Training | Non-Software | 9/30/2018 |
| 17 | Provide Documentation | Written | 7/12/2018 |
| 18 | Execute Security Plan | Non-Software | 7/12/2018 |
| OPERATIONS | | | |
| 19 | Ongoing Hosting Support | Non-Software | 7/12/2018 |
| 20 | Ongoing Support & Maintenance | Software | 7/12/2018 |
| 21 | Conduct Project Exit Meeting | Non-Software | If applicable |

State of NH Contract 2018-147
Exhibit A – Contract Deliverables – Part 3
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STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
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SAAS CONTRACT 2018-147
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.2 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract for the period between the Effective Date through June 30, 2021. 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 at fixed pricing/rates appearing in the price and payment tables below:

| | Activity, Deliverable, or Milestone | Projected Delivery Date | Price |
|--|--|-------------------------|---------------------------|
| PLANNING AND PROJECT MANAGEMENT | | | |
| 1 | Conduct Project Kickoff Meeting | 7/12/2018 | Included |
| 2 | Project Status Reports | 7/12/2018 | Included |
| 3 | Work Plan | 7/12/2018 | Included |
| 5 | Security Plan | 7/12/2018 | Included |
| 6 | Communications and Change Management Plan | 7/12/2018 | Included |
| 10 | Testing Plan & Results | 7/12/2018 | Included |
| 12 | Deployment Plan | 7/12/2018 | Included |
| 13 | Comprehensive Training Plan and Curriculum | 7/12/2018 | Included |
| 14 | End User Support Plan | 7/12/2018 | Included |
| 15 | Business Continuity Plan | 7/12/2018 | Included |
| INSTALLATION | | | |
| 17 | Provide Software Licenses if needed | 7/12/2018 | As indicated on Table 1.4 |
| TESTING | | | |
| 20 | Conduct Integration Testing | 7/12/2018 | Included |
| 21 | Conduct User Acceptance Testing | 7/12/2018 | Included |
| 22 | Perform Production Tests | 7/12/2018 | Included |
| 24 | Conduct System Performance (Load/Stress) Testing | 7/12/2018 | Included |
| 25 | Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning. | 7/12/2018 | Included |

State of NH Contract 2018-147

Exhibit B – Price and Payment Schedule – Part 3

Date: 6/27/2018

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STATE OF NEW HAMPSHIRE
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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

| SYSTEM DEPLOYMENT | | | |
|--------------------------|-------------------------------|---------------|----------|
| 28 | Conduct Training | 9/30/2018 | \$981.50 |
| 30 | Provide Documentation | 7/1/2018 | Included |
| 31 | Execute Security Plan | 7/1/2018 | Included |
| OPERATIONS | | | |
| 32 | Ongoing Hosting Support | 7/1/2018 | Included |
| 33 | Ongoing Support & Maintenance | 7/1/2018 | Included |
| 34 | Conduct Project Exit Meeting | As applicable | Included |

1.3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.4: Future Vendor Rates Worksheet

| Position Title | SFY 2019 | SFY 2020 | SFY 2021 | SFY 2022 |
|----------------|-----------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Trainer | \$981.50 per 3 hour session | \$981.50 per 3 hour session | \$981.50 per 3 hour session | \$981.50 per 3 hour session |

1.4 SAAS Services Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period. Table should be customized to reflect the project and the cost composing the Contractor's proposal.

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PRICE AND PAYMENT SCHEDULE

Table 1.4: SAAS Services Pricing Worksheet

| SAAS SERVICES | Year 1 | Year 2 | Year 3 | TOTAL |
|-------------------------------|-------------|-------------|-------------|--------------|
| Web Site Hosting Fee | Included | Included | Included | Included |
| Technical Support and updates | Included | Included | Included | Included |
| Maintenance and Updates | Included | Included | Included | Included |
| Licensing | \$23,432.00 | \$24,603.60 | \$24,603.60 | \$72,639.20 |
| Paper Copies | \$21,678.07 | \$5,631.65 | \$5,631.65 | \$32,941.37 |
| Training | 981.50 | 0 | 0 | 981.50 |
| GRAND TOTAL | \$24,073.07 | \$30,235.25 | \$30,235.25 | \$107,543.57 |

846,071.57

106,562.07

2. 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 the 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.

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.

3. 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. 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.

Invoices shall be sent to:
 Sarah Bennett
 Department of Education

State of NH Contract 2018-147
 Exhibit B – Price and Payment Schedule – Part 3
 Date: 6/27/18
 Contractor's Initials *JS*

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NH Adult Education – TABE 11/12
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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Data Recognition Corporation
Bin #131410, PO Box 1414
Minneapolis, MN 55480-1414

5. 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.

6. CREDITS

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

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SAAS CONTRACT 2018-147 – PART 3
EXHIBIT C
SPECIAL PROVISIONS

Use the special provision section to show appropriate changes to the terms outlined in the General Provisions.

1. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
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SAAS CONTRACT 2018-147 – PART 3
EXHIBIT C
SPECIAL PROVISIONS

GENERAL EDUCATION PROVISIONS ACT (GEPA) Sec. 427 Attestation –
WORKFORCE INVESTMENT ACT, TITLE II – ADULT EDUCATION AND FAMILY
LITERACY

This attestation outlines the steps that Data Recognition Corporation will ensure be taken should the Adult Education application be funded.

The purpose of this requirement is to assist the United States Department of Education in implementing its mission to ensure equal access to education and to promote educational excellence.

If funded, the following steps will be taken to ensure equitable access to and equitable participation in the project or activity to be conducted with federal adult education assistance by addressing the access needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability and age.

The Act highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, determine whether these or other barriers may prevent students, teachers, etc., from such access or participation in the federally-funded project or activity. Please describe the steps to be taken to comply with the GEPA requirements.

See Attachment A

Project Director: (Name and Title) _____

Signature of Project Director: _____ Date: _____

State of NH Contract 2018-147
Exhibit C – Special Provisions – Part 3

Date: 8/6/27/18
Contractor's Initials JS

ATTACHMENT A

GENERAL EDUCATION PROVISIONS ACT (GEPA) Sec. 427 Attestation –

WORKFORCE INVESTMENT ACT, TITLE II – ADULT EDUCATION AND FAMILY LITERACY

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The purpose of this requirement is to assist the United States Department of Education in implementing its mission to ensure equal access to education and to promote educational excellence.

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The Act highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, determine whether these or other barriers may prevent students, teachers, etc., from such access or participation in the federally-funded project or activity. Please describe the steps to be taken to comply with the GEPA requirements.

DRC testing services as accessible for students with disabilities.

Project Director: (Name and Title) Karen Volkers, Sales Consultant

Signature of Project Director: _____ Date: _____

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
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SAAS CONTRACT 2018-147 – PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

The Contractor 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.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, 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.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

The Contractor and its Subcontractors shall maintain 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. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the

State of NH Contract 2018-147
Exhibit D – Administrative Services – Part 3
Date: 6/27/18
Contractor's Initials Ja

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EXHIBIT D
ADMINISTRATIVE SERVICES

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
NH Adult Education - TABE 11/12
SAAS CONTRACT 2018-147
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to 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.

- a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Education and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least quarterly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a quarterly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.

The Contractor's Project Manager or the Contractor's Key Project Staff shall submit quarterly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

- 1. Project status related to the Work Plan;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;
- 4. Planned activities for the upcoming quarter period;
- 5. Future activities; and

State of NH Contract 2018-147
Exhibit E – Implementation Services – Part 3
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NH Adult Education - TABE 11/12
SAAS CONTRACT 2018-147
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor 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 cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

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.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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Department of Education, Bureau of Adult Education
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SAAS CONTRACT 2018-147
PART 3 - EXHIBIT F
TESTING SERVICES

DRC shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. DRC shall bear all responsibilities for following the testing requirements related to application system development and maintenance as defined in Table C-2, Testing.
2. DRC is responsible for appropriate performance, tuning, load tests and penetration tests for new application releases. In addition, DRC must provide a report of the results of such tests to the State Technical Lead.
3. DRC shall bear all responsibilities for implementing a methodology for penetration testing that includes the following:
 - a. Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115)
 - b. Includes coverage for the entire CDE perimeter and critical systems
 - c. Includes testing from both inside and outside the network
 - d. Includes testing to validate any segmentation and scope-reduction controls
 - e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5
 - f. Defines network-layer penetration tests to include components that support network functions as well as operating systems
 - g. Includes review and consideration of threats and vulnerabilities experienced in the last 12 months
 - h. Specifies retention of penetration testing results and remediation activities results.
4. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment)
5. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.
6. Verification of User Acceptance Testing through a local adult education center designated by the State Project Manager,
UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

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Department of Education, Bureau of Adult Education
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PART 3 - EXHIBIT F
TESTING SERVICES

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

| | |
|---|---|
| Activity Description | The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes. |
| Contractor Team Responsibilities | <ul style="list-style-type: none">• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.• Work jointly with the State in determining the required actions for problem resolution. |
| State Responsibilities | <ul style="list-style-type: none">• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.• Validate the Acceptance Test environment.• Execute the test scripts and conduct User Acceptance Test activities.• Document and summarize Acceptance Test results.• Work jointly with the Contractor in determining the required actions for problem resolution.• Provide Acceptance of the validated Systems. |
| Work Product Description | The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan. |

1.1 User Acceptance Testing (UAT)

See Table C-2.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

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.

1.1.2 Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

1.1.3 SYSTEM SUPPORT

1.1.3.1 The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

1.1.3.2 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:

1.1.3.2.1 Class A Deficiencies – The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 4:30 pm) with an email/telephone response within two (2) hours of request, or the Contractor shall provide support with remote diagnostic Services within four (4) business hours of a request;

1.1.3.2.2 Class B & C Deficiencies – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within two (2) hours of notification of planned corrective action.

2. SUPPORT OBLIGATIONS AND TERM

2.1 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, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment I.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

- 2.1.1 The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.
- 2.1.2 For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.
- 2.1.3 The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 2.2 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 in Part 2 Section 13.1.1.2, 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
- 2.3 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 in Part 1 Section 14.

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REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated on Table C-2.

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Exhibit H – Requirements – Part 3
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WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within one (1) day of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize TABE 11/12 to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Part 2, Section 4.4.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

C. Project Schedule

- Deployment is planned to begin on 7/1/2018 with a planned go-live date of 7/1/2018.

D. Reporting

- The Contractor shall conduct quarterly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

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E. User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

F. Performance and Security Testing

- The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Contractor Team Project Manager

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide quarterly update progress reports to the State Project Manager;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;

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Exhibit I – Work Plan – Part 3

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- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) Contractor Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Contractor Team Tasks

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan

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and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) State Subject Matter Expert(s) (SME)


The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;

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- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at <WEEKLY or EVERY TWO WEEKS> Project meetings.

3. SOFTWARE APPLICATION

See Exhibit L

4. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

| Task Name | Duration | Start | Finish |
|---|------------------|----------|------------|
| Purchase licenses | 1 day | 7/1/2018 | |
| Train:the Trainer on TABE 11/12 content | 3 hour session | 9/1/2018 | 12/31/2018 |
| Train-the Trainer on using TABE Online | 1.5 hour session | 9/1/2018 | 12/31/2018 |

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

1. LICENSE GRANT



SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is by and between the parties hereto (the "Effective Date"), Data Recognition Corporation, with offices at 13490 Bass Lake Road, Maple Grove, Minnesota 55311 ("DRC") and ("Subscriber") and is a non-exclusive and non-transferrable license to use DRC's proprietary online software products(s) and the services under this Agreement and on the Customer Specifications form. DRC and Subscriber agree as follows:

1. Term and Services

The "Term" of this Agreement commences on the "Effective Date" in the Contract/Purchase Order and shall continue through the contract term unless terminated earlier pursuant to Section 12(d) of this Agreement.

The Services to be provided to Subscriber by DRC under this Agreement are for the current editions of the following products that apply (TerraNova Online, TABE Online, LAS Links Online) with administrations as defined in the contract.

2. Additional Services

Ancillary materials not covered under this license may be purchased from DRC separately at the then-current DRC catalog price. Additional Services, such as training or additional subscriptions, may be added to this agreement by mutual agreement of the parties at a later date by Subscriber requesting such services by contacting DRC Customer Service at (800) 538-9547; in such event DRC shall issue an amendment to this Agreement and separately invoice for such services.

3. Activation of Services & Payment

Subscriber's activation of the Online Services under this Agreement shall be on the Effective Date of this Agreement. The total cost of this unlimited usage of the Online Services during the Term of this Agreement are defined in the Contract/Purchase Order.

DRC shall issue an invoice for the Unlimited Administration Fees upon execution of this Agreement. Payment is due NET 30 from date of invoice. If a Purchase Order is required, Subscriber agrees to forward such purchase order to DRC within ten (10) days. In the event payment is not made according to the payment terms hereunder, DRC may suspend the Services until such payment is received. In the event of early termination by Subscriber for convenience or by DRC for Subscriber breach, no refunds will be issued for unused Services.

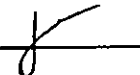
4. Copyright, Licenses, Proprietary Rights and Sole Source

The DRC website and all content DRC places thereon ("DRC Website" or "Site") is protected by among other things United States and international copyright laws. All copyright, patent, trademark and other intellectual property rights in and to the DRC Website and DRC's proprietary information and products (such as TerraNova Online, LAS Links Online, TABE Online, or TABE Adaptive), including without limitation all software, text, graphics, test items, norms, multimedia assets, design elements and all other materials,

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research data, information, domain names originated or used by DRC (collectively the "DRC Information") are reserved for and owned by DRC or its licensors. Subscriber shall not modify any of the DRC Information or reproduce, create derivative works, upload, post, transmit, or download or distribute any DRC Information, or reverse engineer, decompile, derive or disable any code. DRC grants to Subscriber a non-exclusive, non-transferable right and license to access the Service via the DRC Website and a right to designate as users the number of students, teachers and administrators set forth in Subscriber's Order ("Users"). Such Users and Subscriber may use the Service for educational purposes during the Term while this License and any applicable Order is in an active status. Subscriber acknowledges, agrees, and accepts that this License extends only to the Services and to Users from the site locations designated herein. The rights granted hereunder will at all times be subject to this License, including any Orders, and to the then-current

DRC Terms of Use, Privacy Policies and any related rules of usage which are attached and can be found at:
<http://www.datarecognitioncorp.com/Pages/privacy.aspx>;
<http://www.datarecognitioncorp.com/Pages/terms-of-use.aspx>.

DRC is the sole provider, publisher and holds the copyright for all editions of the TerraNova, LAS Links and TABE assessments for achievement, aptitude, adult basic skills and other measures. These assessments are precluded from competitive procurement by the existence of a copyright which qualifies our firm as a sole source provider.

5. Security of Licensee Information

Subscriber agrees to use the DRC Website and the DRC Information solely for educational assessments of its own students. All Personal Information (defined below) concerning students or their scores, test results and analyses (collectively, "Subscriber Information") belongs to Subscriber. DRC claims no ownership or other interest in Subscriber Information. Subscriber Information is gathered and transmitted to DRC by Subscriber to carry out Subscriber's educational responsibilities under law. Subscriber is responsible for accurately inputting Subscriber Information into DRC Website on time to meet Subscriber's schedules without which accuracy of the results of the Services will not be as intended. DRC will assign the Subscriber a master user "Access Code" and Subscriber will be solely responsible for assigning "log-on" passwords to its designated Users. Subscriber Information and the Access Code constitute proprietary and confidential DRC Information under the terms of this License. Subscriber will establish appropriate privacy policies and commercially reasonable practices in implementing this License. Subscriber acknowledges that Subscriber Information will be communicated online, directly or indirectly, by or under the authority of the Subscriber to and from DRC, including transmission to computers or servers of or under control of DRC or its vendor(s).

6. Outside Content

DRC cannot accept responsibility or liability for any material or content placed on the DRC Website by Subscribers, students, Users or others, or that is accessed through "links" to a third-party website. DRC does not screen, edit or review materials submitted by others that may reside in or be accessed through the DRC Website other than DRC Information. Neither Subscriber nor anyone acting by, through or on behalf of Subscriber shall upload, post, link or transmit any obscene, offensive, illegal or otherwise inappropriate material to the DRC Website. DRC has no duty to review, edit or remove such materials, but may do so at any time for any reason.

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7. Collection, Use and Protection of Personal Information

Subscriber agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the *Family Educational Rights and Privacy Act* and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other laws rules or regulations (all collectively, "Applicable Law") concerning the collection, use and disclosure of personal information about students that access the Services. Specifically, Subscriber assumes sole responsibility for: (i) providing notice to students' parents and guardians to the extent required by Applicable Law; (ii) obtaining verifiable prior parental consent as required under Applicable Law; (iii) providing a reasonable means for parents to review personal information as required by Applicable Law; and (iv) establishing and maintaining reasonable procedures to protect the confidentiality, security and integrity of the personal information. DRC shall have the right to use such personal information and Subscriber Information for purposes of performing this Agreement and for research purposes for development of assessment tests, statistical analysis and norms and other research purposes (collectively "Research"), provided that students' identifiable information will be used only in the aggregate so the privacy of the individual's such information will be maintained.

8. Limited Warranty

DRC makes no warranty of any kind with respect to each Service, the DRC Website and DRC Information or its access or use, all of which are provided "AS IS," "AS AVAILABLE," "WITH ALL FAULTS." DRC shall make reasonable efforts to provide Subscribers with access to the Service at all times (except for periodic scheduled maintenance), but DRC does not warrant that the Service will meet Subscriber's requirements, be accurate, be uninterrupted or that the Service's functions shall be error-free. DRC DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY

9. Limitation of Liability

IN NO EVENT WILL DRC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF TEACHING, TESTING OR TRAINING TIME, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF SUBSCRIBER INFORMATION, PERSONAL INFORMATION, DATA OR CORRUPTION OF DATA, PERSONAL INJURY, OR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE DRC WEB SITE, OR THE SERVICES, REGARDLESS HOW OR WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. NOTWITHSTANDING ANY DAMAGES THAT SUBSCRIBER MIGHT INCUR FOR ANY REASON, SUBSCRIBER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING WILL BE LIMITED TO THE TOTAL FEES PAID FOR THE OFFENDING SERVICE DURING THE YEAR IN WHICH THE LOSS OR DAMAGE FIRST OCCURRED EVEN IF DRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH OCCURANCE OR CLAIM, INCLUDING ANY CLAIM BY SUBSCRIBER OR A CLAIM OF ANYONE GAINING ACCESS THROUGH SUBSCRIBER. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE FEES PAYABLE HEREUNDER ACCURATELY ALLOCATE THE RISK SET FORTH FOR EACH PARTY IN ENTERING THIS AGREEMENT AND THAT DRC WOULD NOT

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Exhibit J – Software Agreement – Part 3

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ENTER INTO THIS AGREEMENT BUT FOR THE LIMITATIONS ON DRC'S LIABILITY STATED HEREIN.

10. Confidentiality

This Agreement creates a relationship of confidence and trust between the Subscriber and DRC with respect to each party's "Information" exchanged hereunder, and the Subscriber agrees that it will treat Information as confidential to the extent required by law and that neither Subscriber or any administrator, employee, student, agent or anyone acting through the Subscriber will disclose the DRC Information or infringe, violate or attempt to convey any interest in the intellectual property contained therein without the express written consent of DRC or access or use the Information except as authorized by this Agreement. However, in the event a disclosure is contemplated which includes Subscriber's Confidential Information, Subscriber agrees to provide DRC with a minimum of fifteen (15) business days' prior written notice in order to allow sufficient time for DRC to seek a protective court order if needed.

11. U.S. Government Restricted Rights

The software and documentation comprising the Services are provided with restricted rights. Consistent with 48 C.F.R. (FAR) 2.101 (October, 1995; December, 2001), 48 C.F.R. (FAR) 12.212 (October, 1995), 48 C.F.R. (FAR) 227.7202-1 to 227.7202-4 (June, 1995), and 48 C.F.R. (DFARS) 252.227-7013 (November, 1995), as applicable, the software and documentation are Commercial Computer Software and Commercial Computer Documentation that are being licensed to the U.S. Government (a) only as Commercial Items and (b) only with rights as customarily provided to other licensees. For any procurements not under the above-dated regulations, use, duplication or disclosure by the U.S. Government is subject to the restrictions set forth in 48 C.F.R. (DFARS) 252.227-7013(c) (1) (ii) (October, 1988) and 48 C.F.R. (FAR) 52.227-19(c) (1)-(2) (June, 1987), as applicable. Contractor is Data Recognition Corporation, Maple Grove, Minnesota, United States. Unpublished-rights reserved under the copyright laws of the United States.

12. Miscellaneous

- a) **Notices:** Any notice, request, authorization, direction or other communication under this Agreement shall be given in writing by any means of transmission, physical or electronic or by U.S. Mail.
- b) **Headings:** The headings in this License are for reference only and shall not affect the interpretation of it.
- c) **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- d) **Successors and Assigns:** Subscriber shall not assign any rights, duties, or obligations hereunder without the prior written consent of DRC and any attempt to so assign without such written consent shall be void. DRC shall be entitled to assign its rights, duties, and obligations hereunder.
- e) **Termination:** Either party may terminate this Agreement for convenience by giving the other party thirty (30) days written notice. In the event of a breach by Subscriber, DRC shall notify the Subscriber and Subscriber shall have ten (10) days to cure said breach. If Licensee does not cure said breach, DRC may terminate the contract at the end of the ten (10) day cure period.
- f) **Modification:** No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.

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Exhibit J – Software Agreement – Part 3

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Contractor's initials: JK

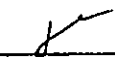
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SOFTWARE AGREEMENT

g) **Applicable law:** This Agreement shall be governed by the laws of the State of Minnesota, without regard to conflict of law principles.

14. Agreement

The Subscriber understands and agrees to these Terms of Service.

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Contractor's initials: 

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

I. WARRANTIES

1.1 System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

The Contractor warrants that the Software, 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, the State's remedy, and the Contractor's entire liability, shall be:

- (a) the correction of program errors that cause breach of the warranty, or if the 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 the 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 the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") 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.

1.4 Viruses; Destructive Programming

The Contractor warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

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

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Exhibit K – Warranty & Warranty Service – Part 3

Date: 6-2-18

Contractor's Initials

[Signature]

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

1.6 Services

The Contractor warrants that all Services to be provided under the Contract 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.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect indefinitely.

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PART 3 - EXHIBIT L
SYSTEM REQUIREMENTS

See attached Exhibit L: DRC INSIGHT System Requirements for TABE

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EXHIBIT M
TRAINING SERVICES

The Contractor shall provide the following Training Services.

1. Train the Trainer TABE 11/12 Introduction Webinar (3 hours)
 - Review TABE 11/12 content
 - Review changes to the test
 - Overview of test administration
 - Overview of TABE resources available online
2. Train the Trainer TABE Online Introduction Webinar (90 mins)
 - Training on how to administer the TABE Online
 - Review of diagnostic information available in the system
 - Review of available reports

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Exhibit M – Training Services – Part 3
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PART 3 - EXHIBIT N
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract

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Exhibit N – Agency RFP with Addendums, by Reference – Part 3

Date: 6-21-18

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PART 3 - EXHIBIT O
VENDOR PROPOSAL, BY REFERENCE

Data Recognition Corporation Quote to Department of Education, Bureau of Adult Education dated June 6, 2018 is hereby incorporated by reference as fully set forth herein.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION
BUREAU OF ADULT EDUCATION
TABE 11/12 ONLINE TESTING

YEAR 1 QUOTE

TABE 11&12 ONLINE SUB-TEST ADMINISTRATIONS

| QTY | ISBN | Quantity Break | Item Description | UNIT | Price | Total |
|--------|----------|--------------------------------|--------------------------------------|------|----------|---------------------------|
| 10,100 | C8724600 | 10,001 - 30,000 | TABE Online Sub-Test Administrations | Each | \$2.32 | \$23,432.00 |
| 1 | C8716300 | TABE Online Web-Based Training | | Each | \$981.50 | \$981.50 |
| | | | | | | Total: \$24,413.50 |

YEAR 2 ESTIMATE

TABE 11&12 ONLINE SUB-TEST ADMINISTRATIONS

| QTY | ISBN | Quantity Break | Item Description | UNIT | Price | Total |
|--------|----------|-----------------|--------------------------------------|------|-----------------------|-------------------------------------|
| 10,100 | C8724600 | 10,001 - 30,000 | TABE Online Sub-Test Administrations | Each | \$2.32 | \$23,432.00 |
| | | | | | Price Increase (Est): | \$1,171.60 |
| | | | | | | Estimated Total: \$24,603.60 |

YEAR 3 ESTIMATE

TABE 11&12 ONLINE SUB-TEST ADMINISTRATIONS

| QTY | ISBN | Quantity Break | Item Description | UNIT | Price | Total |
|--------|----------|-----------------|--------------------------------------|------|-----------------------|-------------------------------------|
| 10,100 | C8724600 | 10,001 - 30,000 | TABE Online Sub-Test Administrations | Each | \$2.32 | \$23,432.00 |
| | | | | | Price Increase (Est): | \$1,171.60 |
| | | | | | | Estimated Total: \$24,603.60 |

State of NH Contract 2018-147
Exhibit O – Vendor Proposal, by Reference – Part 3
Date: 6/27/18
Contractor's Initials JK

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
NH Adult Education – TABE 11/12
SAAS CONTRACT 2018-147
PART 3 - EXHIBIT O
VENDOR PROPOSAL, BY REFERENCE

NEW HAMPSHIRE DEPARTMENT OF EDUCATION
BUREAU OF ADULT EDUCATION
TABE 11/12 PAPER-BASED TEST MATERIALS

YEAR 1 QUOTE

TABE 11 & 12 TEST BOOKS

| QTY | ISBN | Item Description | UNIT | Price | Total |
|-----|----------|--|---------|----------|------------|
| 10 | C1200000 | Forms 11&12 Locator Test | 25/pkg. | \$86.50 | \$865.00 |
| 1 | C1207900 | Level L, Forms 11&12 Word List | Each | \$40.00 | \$40.00 |
| 1 | C1200100 | Level L, Form 11 Consumable Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200200 | Level L, Form 12 Consumable Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 7 | C1200700 | Level E, Form 11 Test Books | 25/pkg. | \$156.00 | \$1,092.00 |
| 7 | C1200800 | Level E, Form 12 Test Books | 25/pkg. | \$156.00 | \$1,092.00 |
| 11 | C1200900 | Level M, Form 11 Test Books | 25/pkg. | \$156.00 | \$1,716.00 |
| 11 | C1201000 | Level M, Form 12 Test Books | 25/pkg. | \$156.00 | \$1,716.00 |
| 11 | C1200500 | Level D, Form 11 Test Books | 25/pkg. | \$156.00 | \$1,716.00 |
| 11 | C1200600 | Level D, Form 12 Test Books | 25/pkg. | \$156.00 | \$1,716.00 |
| 3 | C1200300 | Level A, Form 11 Test Books | 25/pkg. | \$156.00 | \$468.00 |
| 3 | C1200400 | Level A, Form 12 Test Books | 25/pkg. | \$156.00 | \$468.00 |

TABE 11&12 SCANNABLE ANSWER DOCUMENTS

| | | | | | |
|----|----------|---|---------|---------|----------|
| 16 | C1201100 | Forms 11&12 Locator Test Answer Booklet | 25/pkg. | \$22.50 | \$360.00 |
| 8 | C1201600 | Level E, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$192.00 |
| 8 | C1201700 | Level E, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$192.00 |
| 14 | C1201800 | Level M, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$336.00 |
| 14 | C1201900 | Level M, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$336.00 |
| 14 | C1201400 | Level D, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$336.00 |
| 14 | C1201500 | Level D, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$336.00 |
| 4 | C1201200 | Level A, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$96.00 |
| 4 | C1201300 | Level A, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$96.00 |

TABE 11&12 LARGE PRINT TEST BOOKS

| | | | | | |
|---|----------|--|------|---------|---------|
| 1 | C1204000 | Level L, Forms 11&12 Large Print Word List | Each | \$86.50 | \$86.50 |
| 1 | C1202100 | Level L, Form 11 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202200 | Level L, Form 12 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202700 | Level E, Form 11 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202800 | Level E, Form 12 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202900 | Level M, Form 11 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1203000 | Level M, Form 12 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202500 | Level D, Form 11 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202600 | Level D, Form 12 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202300 | Level A, Form 11 Large Print Test Book | Each | \$87.10 | \$87.10 |
| 1 | C1202400 | Level A, Form 12 Large Print Test Book | Each | \$87.10 | \$87.10 |

TABE 11&12 LARGE PRINT ANSWER DOCUMENTS

| | | | | | |
|---|----------|---|------|--------|--------|
| 1 | C1203100 | Forms 11&12 Locator Test Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| 1 | C1203600 | Level E, Form 11 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| 1 | C1203700 | Level E, Form 12 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| 1 | C1203800 | Level M, Form 11 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |

State of NH Contract 2018-147

Exhibit O – Vendor Proposal, by Reference – Part 3

Date: 6-27-18

Contractor's Initials JS

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
NH Adult Education – TABE 11/12
SAAS CONTRACT 2018-147
PART 3 - EXHIBIT O
VENDOR PROPOSAL, BY REFERENCE

| | | | | | |
|---------------------|----------|---|---------|-------------------------|--------------------|
| 1 | C1203900 | Level M, Form 12 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| 1 | C1203400 | Level D, Form 11 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| 1 | C1203500 | Level D, Form 12 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| 1 | C1203200 | Level A, Form 11 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| 1 | C1203300 | Level A, Form 12 Large Print Answer Booklet | Each | \$4.50 | \$4.50 |
| GENERAL ACCESSORIES | | | | | |
| 24 | C1208200 | TABE 11 Test Directions | Each | \$32.50 | \$780.00 |
| 24 | C1208300 | TABE 12 Test Directions | Each | \$32.50 | \$780.00 |
| 24 | C1208700 | TABE 11&12 Test Admin Manual | Each | \$25.00 | \$600.00 |
| 24 | C1208800 | TABE 11&12 Scoring Guide | Each | \$30.50 | \$732.00 |
| 24 | C1208500 | TABE 11&12 Examinee Record Book | 25/pkg. | \$42.05 | \$1,009.20 |
| 8 | C1206600 | TABE 11&12 Level E, Forms Individual | 25/pkg. | \$24.70 | \$197.60 |
| 12 | C1206700 | TABE 11&12 Level M, Forms Individual | 25/pkg. | \$24.70 | \$296.40 |
| 12 | C1206500 | TABE 11&12 Level D, Forms Individual | 25/pkg. | \$24.70 | \$296.40 |
| 4 | C1206400 | TABE 11&12 Level A, Forms Individual | 25/pkg. | \$24.70 | \$98.80 |
| | | | | Subtotal: | \$19,269.40 |
| | | | | Shipping (Est.): | \$2,408.67 |
| | | | | Estimated Total: | \$21,678.07 |

State of NH Contract 2018-147

Exhibit O – Vendor Proposal, by Reference – Part 3

Date: 6-27-18

Contractor's Initials JS

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
NH Adult Education – TABE 11/12
SAAS CONTRACT 2018-147
PART 3 - EXHIBIT O
VENDOR PROPOSAL, BY REFERENCE

YEAR'S ESTIMATE 12

TABE 11 & 12 TEST BOOKS

| QTY | ISBN | Item Description | UNIT | Price | Total |
|-----|----------|-----------------------------|---------|----------|----------|
| 1 | C1200000 | Forms 11&12 Locator Test | 25/pkg. | \$86.50 | \$86.50 |
| 1 | C1200700 | Level E, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200800 | Level E, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200900 | Level M, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1201000 | Level M, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200500 | Level D, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200600 | Level D, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200300 | Level A, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200400 | Level A, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |

TABE 11&12 SCANNABLE ANSWER DOCUMENTS

| | | | | | |
|----|----------|---|---------|---------|----------|
| 18 | C1201100 | Forms 11&12 Locator Test Answer Booklet | 25/pkg. | \$22.50 | \$405.00 |
| 8 | C1201600 | Level E, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$192.00 |
| 8 | C1201700 | Level E, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$192.00 |
| 15 | C1201800 | Level M, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 15 | C1201900 | Level M, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 15 | C1201400 | Level D, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 15 | C1201500 | Level D, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 4 | C1201200 | Level A, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$96.00 |
| 4 | C1201300 | Level A, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$96.00 |

GENERAL ACCESSORIES

| | | | | | |
|----|----------|--------------------------------------|---------|-------------------------|-------------------|
| 8 | C1206600 | TABE 11&12 Level E, Forms Individual | 25/pkg. | \$24.70 | \$197.60 |
| 15 | C1206700 | TABE 11&12 Level M, Forms Individual | 25/pkg. | \$24.70 | \$370.50 |
| 15 | C1206500 | TABE 11&12 Level D, Forms Individual | 25/pkg. | \$24.70 | \$370.50 |
| 4 | C1206400 | TABE 11&12 Level A, Forms Individual | 25/pkg. | \$24.70 | \$98.80 |
| | | | | Subtotal: | \$4,792.90 |
| | | | | Shipping (Est.): | \$599.11 |
| | | | | Price Increase (Est.): | \$299.64 |
| | | | | Estimated Total: | \$5,691.65 |

State of NH Contract 2018-147
Exhibit O – Vendor Proposal, by Reference – Part 3
Date: 6/27/18
Contractor's Initials JS

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
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PART 3 - EXHIBIT O
VENDOR PROPOSAL, BY REFERENCE

YEAR 3 ESTIMATE

TABE 11 & 12 TEST BOOKS

| QTY | ISBN | Item Description | UNIT | Price | Total |
|-----|----------|-----------------------------|---------|----------|----------|
| 1 | C1200000 | Forms 11&12 Locator Test | 25/pkg. | \$86.50 | \$86.50 |
| 1 | C1200700 | Level E, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200800 | Level E, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200900 | Level M, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1201000 | Level M, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200500 | Level D, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200600 | Level D, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200300 | Level A, Form 11 Test Books | 25/pkg. | \$156.00 | \$156.00 |
| 1 | C1200400 | Level A, Form 12 Test Books | 25/pkg. | \$156.00 | \$156.00 |

TABE 11&12 SCANNABLE ANSWER DOCUMENTS

| | | | | | |
|----|----------|---|---------|---------|----------|
| 18 | C1201100 | Forms 11&12 Locator Test Answer Booklet | 25/pkg. | \$22.50 | \$405.00 |
| 8 | C1201600 | Level E, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$192.00 |
| 8 | C1201700 | Level E, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$192.00 |
| 15 | C1201800 | Level M, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 15 | C1201900 | Level M, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 15 | C1201400 | Level D, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 15 | C1201500 | Level D, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$360.00 |
| 4 | C1201200 | Level A, Form 11 Answer Booklet | 25/pkg. | \$24.00 | \$96.00 |
| 4 | C1201300 | Level A, Form 12 Answer Booklet | 25/pkg. | \$24.00 | \$96.00 |

GENERAL ACCESSORIES

| | | | | | |
|----|----------|--------------------------------------|---------|-------------------------|-------------------|
| 8 | C1206600 | TABE 11&12 Level E, Forms Individual | 25/pkg. | \$24.70 | \$197.60 |
| 15 | C1206700 | TABE 11&12 Level M, Forms Individual | 25/pkg. | \$24.70 | \$370.50 |
| 15 | C1206500 | TABE 11&12 Level D, Forms Individual | 25/pkg. | \$24.70 | \$370.50 |
| 4 | C1206400 | TABE 11&12 Level A, Forms Individual | 25/pkg. | \$24.70 | \$98.80 |
| | | | | Subtotal: | \$4,792.90 |
| | | | | Shipping (Est.): | \$599.11 |
| | | | | Price Increase (Est.): | \$239.64 |
| | | | | Estimated Total: | \$5,631.65 |

State of NH Contract 2018-147

Exhibit O – Vendor Proposal, by Reference – Part 3

Date: 6/27/18

Contractor's Initials JS

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
NH Adult Education – TABE 11/12
SAAS CONTRACT 2018-147
PART 3 - EXHIBIT P
CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Exhibit H Requirements – Attachment I
- B. Exhibit L DRC INSIGHT Requirements for TABE
- C. Attachment A – GEPA Attestation
- D. Contractor's Certificate of Good Standing, dated after April 1, 2018
- E. Contractor's Certificate of Vote/Authority
- F. Contractor's Certificate of Insurance

Attachment 1: Project Requirements

| Vendor Instructions |
|--|
| <p>Vendor Response Column: Place a "Yes" if the current release of the software 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).</p> |
| <p>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 usefull or potentially usefull but not a central feature of the Project.</p> |
| <p>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.</p> <p>Standard - Feature/Function is included in the proposed system and available in the current software 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 software modification in the comment area. These cost estimates should add up to the total cost for software 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.)</p> |
| <p>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.</p> |

INSTRUCTIONS

Attachment 1: Project Requirements

| BUSINESS REQUIREMENTS | | | | | |
|---|---|-------------|-----------------|-----------------|----------|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| General Assessment Features | | | | | |
| B1.1 | The assessment must be available in both a computer-based and paper-based format | M | Yes | Standard | |
| B1.2 | The assessment must be aligned with the College & Career Readiness Standards for Adult Education. | M | Yes | Standard | |
| B1.3 | The assessment must be approved for use in the National Reporting System. | M | Yes | Standard | |
| B1.4 | The assessment must include Reading, Language and Mathematics subtests. | M | Yes | Standard | |
| B1.5 | The assessment must provide diagnostic information that can be used to personalize learning. | M | Yes | Standard | |
| B1.6 | The computer-based assessment must include reporting tools for aggregate reporting at the state and local levels. | M | Yes | Standard | |
| Computer-Based Assessment Requirements | | | | | |
| B2.1 | The assessment must adhere to federal Family Educational Right and Privacy Act (FERPA). | M | Yes | Standard | |
| B2.2 | The assessment must comply with the National Institute of Standards and Technology (NIST) Standard 800-53. | M | Yes | Standard | |
| B2.3 | The assessment must include the ability to provide accommodations such as font color/size and background colors. | M | Yes | Standard | |
| Licensing | | | | | |
| B3.1 | Purchased test administrations shall not expire. | M | Yes | Standard | |

1. BUSINESS REQUIREMENTS

| APPLICATION REQUIREMENTS | | | | | |
|-------------------------------|---|-------------|-----------------|-----------------|---|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| GENERAL SPECIFICATIONS | | | | | |
| A1.1 | Ability to access data using open standards access protocol (please specify supported versions in the comments field). | M | Yes | Standard | browser accessible portal |
| A1.2 | Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation. | M | Yes | Standard | PDF and CSV |
| A1.3 | Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1 | M | Yes | Standard | |
| A1.4 | Application must be operational on a minimum of Windows 7, Windows Server 2008, OS X 10.10, IOS 10.3x, Chrome. | M | Yes | Standard | |
| A1.5 | Minimum system requirements are: Intel 4th generation core i3 4005U or ADM equivalent, Intel 4th Generation Celeron 2955 or AMD equivalent, iPad 4, iPad Pro with 2GB RAM available memory and 10 GB Unused Disk Space with a screen size of 9.5" and resolution of 1024x768. | M | Yes | Standard | DRC keeps pace with vendors as they add or remove devices and operating systems from support. Some of the devices listed are no longer supported by Apple |
| APPLICATION SECURITY | | | | | |
| A2.1 | Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. | M | Yes | Standard | |
| A2.2 | Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. | M | Yes | Standard | |
| A2.3 | Enforce unique user names. | M | Yes | Standard | |
| A2.4 | Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <i>User Account and Password Policy</i> | M | Yes | Standard | |
| A2.5 | Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> . | M | Yes | Standard | |
| A2.6 | Encrypt passwords in transmission and at rest within the database. | M | Yes | Standard | |
| A2.7 | Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide <i>User Account and Password Policy</i> | M | Yes | Standard | |

2. APPLICATION -SOFTWARE

Attachment 1: Project Requirements

| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
|-------|--|-------------|-----------------|-----------------|----------|
| A2.8 | Provide the ability to limit the number of people that can grant or change authorizations | M | Yes | Standard | |
| A2.9 | Establish ability to enforce session timeouts during periods of inactivity. | M | Yes | Standard | |
| A2.10 | The application shall not store authentication credentials or sensitive data in its code. | M | Yes | Standard | |
| A2.11 | Log all attempted accesses that fail identification, authentication and authorization requirements. | M | Yes | Standard | |
| A2.12 | The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. | M | Yes | Standard | |
| A2.13 | All logs must be kept for 90 days. | M | Yes | Standard | |
| A2.14 | The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain. | M | Yes | Standard | |
| A2.15 | Do not use Software and System Services for anything other than they are designed for. | M | Yes | Standard | |
| A2.16 | The application Data shall be protected from unauthorized use when at rest | M | Yes | Standard | |
| A2.17 | The application shall keep any sensitive Data or communications private from unauthorized individuals and programs. | M | Yes | Standard | |
| A2.18 | Subsequent application enhancements or upgrades shall not remove or degrade security requirements | M | Yes | Standard | |
| A2.19 | Utilize change management documentation and procedures | M | Yes | Standard | |

2. APPLICATION -SOFTWARE

| TESTING | | | | | |
|-------------------------------------|--|-------------|-----------------|-----------------|----------|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| APPLICATION SECURITY TESTING | | | | | |
| T1.1 | All components of the Software shall be reviewed and tested to ensure they protect the State's Data assets. | M | Yes | Standard | |
| T1.2 | The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. | M | Yes | Standard | |
| T1.3 | Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users. | M | Yes | Standard | |
| T1.4 | Test for Access Control; supports the management of permissions for logging onto a computer or network. | M | Yes | Standard | |
| T1.5 | Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools. | M | Yes | Standard | |
| T1.6 | Test the Intrusion Detection; supports the detection of illegal entrance into a computer system. | M | Yes | Standard | |
| T1.7 | Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network. | M | Yes | Standard | |
| T1.8 | Test the User Management feature; supports the administration of computer, application and network accounts within an organization. | M | Yes | Standard | |
| T1.9 | Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network. | M | Yes | Standard | |
| T1.10 | Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system. | M | Yes | Standard | |
| T1.11 | Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server. | M | Yes | Standard | |
| T1.12 | For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)). | M | Yes | Standard | |

3. TESTING

Attachment: Project Requirements

| | | | | | |
|-------------------------|---|---|-----|----------|--|
| T1.13 | Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field). | M | Yes | Standard | |
| T1.14 | Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. | M | Yes | Custom | DRC will work with the state on timing and format for this reporting giving the sensitive nature of the information. |
| T1.15 | Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment. | M | Yes | Standard | |
| STANDARD TESTING | | | | | |
| T2.1 | The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Exhibit F. | M | Yes | Standard | |
| T2.2 | The Vendor must perform application stress testing and tuning as more fully described in Exhibit F. | M | Yes | Standard | |
| T2.3 | The vendor must define and test disaster recovery procedures. | M | Yes | Standard | |

3. TESTING

| HOSTING-CLOUD REQUIREMENTS | | | | | |
|----------------------------|---|-------------|-----------------|-----------------|----------|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| OPERATIONS | | | | | |
| H1.1 | Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982% | M | Yes | Standard | |
| H1.2 | Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. | M | Yes | Standard | |
| H1.3 | The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center. | M | Yes | Standard | |
| H1.4 | Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer. | M | Yes | Standard | |
| H1.5 | Vendor shall monitor System, security, and application logs. | M | Yes | Standard | |
| H1.6 | Vendor shall manage the sharing of data resources. | M | Yes | Standard | |
| H1.7 | Vendor shall manage daily backups, off-site data storage, and restore operations. | M | Yes | Standard | |
| H1.8 | The Vendor shall monitor physical hardware. | M | Yes | Standard | |
| H1.9 | The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office. | M | Yes | Standard | |
| DISASTER RECOVERY | | | | | |
| H2.1 | Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs. | M | Yes | Standard | |

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|-------------------------|---|---|-----|----------|--|
| H2.2 | The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced. | M | Yes | Standard | |
| H2.3 | Vendor shall adhere to a defined and documented back-up schedule and procedure. | M | Yes | Standard | |
| H2.4 | Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure. | M | Yes | Standard | |
| H2.5 | Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly. | M | Yes | Standard | |
| H2.6 | Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility. | M | Yes | Standard | |
| H2.7 | Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. | M | Yes | Standard | |
| HOSTING SECURITY | | | | | |
| H3.1 | The Vendor shall employ security measures ensure that the State's application and data is protected. | M | Yes | Standard | |
| H3.2 | If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted. | M | Yes | Standard | |
| H3.3 | All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection. | M | Yes | Standard | |
| H3.4 | All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability. | M | Yes | Standard | |

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| H3.5 | The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure. | M | Yes | Standard | |
| H3.6 | The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor's hosting infrastructure and/or the application upon request. | M | Yes | Standard | |
| H3.7 | All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs. | M | Yes | Standard | |
| H3.8 | Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA | M | Yes | Standard | |
| H3.9 | The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence. | M | Yes | Standard | |
| H3.10 | The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts. | M | Yes | Standard | |
| SERVICE LEVEL AGREEMENT | | | | | |
| H4.1 | 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 | Yes | Standard | |
| H4.2 | 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 | Yes | Standard | |
| H4.3 | 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 | Yes | Standard | |
| H4.4 | 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. | M | Yes | Standard | |
| H4.5 | 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 | Yes | Standard | |

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|------|--|---|-----|----------|--|
| H4.6 | <p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. | M | Yes | Standard | |
| H4.7 | <p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; | M | Yes | Standard | |
| H4.8 | 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 | Yes | Standard | |
| H4.9 | 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 | Yes | Standard | |

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|-------|---|---|-----|----------|--|
| H4.10 | 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 | Yes | Custom | |
| H4.11 | The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages. | M | Yes | Standard | |
| H4.12 | 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 | Yes | Standard | |
| H4.13 | 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 | Yes | Standard | |
| H4.14 | 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 | Yes | Standard | |

Attachment 1: Project Requirements

| SUPPORT & MAINTENANCE REQUIREMENTS | | | | | |
|---|--|-------------|-----------------|-----------------|---|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| SUPPORT & MAINTENANCE REQUIREMENTS | | | | | |
| S1.1 | 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 | Yes | Standard | Updates to the TABE INSIGHT testing platform are done as auto updates. All documentation is available inside the TABE Portal as PDFs |
| S1.2 | 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 | Yes | Standard | All contact with TABE Product Support are recorded and logged by case number and by category of the call |
| S1.3 | 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 | Yes | Standard | Any INSIGHT related outages is reported immediately to the Support team to provide customer updates. Also the TABE Portal would have realtime messages on status updates. |

5. SUPPORT & MAINTENANCE

Attachment 1: Project Requirements

| PROJECT MANAGEMENT | | | | | |
|--------------------|---|-------------|-----------------|-----------------|--|
| State Requirements | | | Vendor | | |
| Req # | Requirement Description | Criticality | Vendor Response | Delivery Method | Comments |
| PROJECT MANAGEMENT | | | | | |
| P1.1 | Vendor shall participate in an initial kick-off meeting to initiate the Project. | M | Yes | Standard | |
| P1.2 | Vendor shall provide Project Staff as specified in the Contract. | M | Yes | Standard | TABE Product Support team |
| P1.3 | Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than quarterly. | M | Yes | Standard | TABE Online is not a custom product so installation and deliverables are standardized |
| P1.4 | Vendor shall provide detailed <i>quarterly</i> status reports on the progress of the Project, which will include expenses incurred year to date. | M | Yes | Standard | TABE Online does not incur expenses beyond usage of tests on the platform. The State can be provided a monthly report of tests delivered |
| P1.5 | All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper) | M | No | Standard | All TABE Online Support files are PDF based |

6. PROJECT MANAGEMENT

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DATA RECOGNITION CORPORATION is a Minnesota Profit Corporation registered to transact business in New Hampshire on August 22, 2018. 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: 802060

Certificate Number: 0004170427



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of August A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation or LLC - Non-specific, open-ended)

Corporate Resolution

I, Cynthia Carlson, hereby certify that I am duly elected Clerk Secretary of
(Name)
Data Recognition Corp hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on Feb, 2018
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jennifer Eastman General Counsel
(Name and Title) (may list more than one person) is

duly authorized to enter into contracts or agreements on behalf of

Data Recognition Corp with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect
the purpose of this vote.

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

DATED: 7/25/2018

ATTEST: Cynthia Carlson
(Name & Title)





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/11/2018

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

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

PRODUCER
Aon Risk Services Central, Inc.
Minneapolis MN Office
5600 West 83rd Street
8200 Tower, Suite 1100
Minneapolis MN 55437 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Data Recognition Corporation
DRC Properties II LP/DRC Properties LP
DRC Properties III LP
13490 Bass Lake Road
Maple Grove MN 55311 USA

INSURER A: The Charter Oak Fire Insurance Company 25615
INSURER B: The Travelers Indemnity Co of America 25666
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570072274320

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. Limits shown are as requested

| WTR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. DATE | POLICY EXP. DATE | LIMITS |
|---------|--|--------------------|---------------|------------------|------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 12/31/2017 | 11/01/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION | | | | | EACH OCCURRENCE AGGREGATE |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | | 12/31/2017 | 11/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |

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

Workers Compensation (CA)-Policy Number: U883444382-Policy Term: 12/31/2017-11/01/2018-Underwriting Company: Travelers Property
Cas Co of America
Limits:
Statutory
E.L. Each Accident: \$500,000
E.L. Disease-Ea Employee: \$500,000
E.L. Disease- Policy Limit: \$500,000

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Education
21 South Fruit Street, Suite 20
Concord NH 03301 USA

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

Aon Risk Services Central Inc

Holder Identifier:

Certificate No.: 570072274320

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Services Central, Inc. | | NAMED INSURED Data Recognition Corporation | |
| POLICY NUMBER See Certificate Number: 570072274320 | | | |
| CARRIER See Certificate Number: 570072274320 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

RE: Contract Number SAAS Contract: 2018-147 and Name NH Adult Education-TABE 11/12.