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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul K. Leather
Deputy Commissioner
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

April 7, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Education to amend a sole source contract with Hupp Information Technologies, of Springfield, Illinois (Vendor # 31983) by increasing the price limitation by \$109,000, from \$1,203,100.84 to \$1,312,100.84 with no change in the end date of June 30, 2018 for maintenance and enhancements to the Educator Information System, effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 13, 2007, Item #442, and amendment on February 28, 2014, Item 54. **100% Other Funds**

Funding is available in account titled Education Credentialing as follows:

<u>SFY</u>	<u>Funding</u>	<u>Current</u>	<u>Increase</u>	<u>Revised</u>
2007	030-056-0282-090 (Capital)	\$ 34,160.00	0	\$ 34,160.00
2008	030-056-0282-090 (Capital)	\$ 315,840.00	0	\$ 315,840.00
	010-056-2030-097 (Federal)	\$ 75,000.00	0	\$ 75,000.00
	010-056-6204-095- (Other)	\$ 227,180.84	0	\$ 227,180.84
2009	010-056-6204-095-(Other)	\$ 115,920.00	0	\$ 115,920.00
2010	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2011	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2012	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2013	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2014	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 45,000.00	0	\$ 45,000.00
2015	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 50,000.00	\$ 38,000.00	\$ 88,000.00
2016	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 55,000.00	\$ 47,000.00	\$ 127,000.00
2017	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 60,000.00	\$ 12,000.00	\$ 72,000.00
2018	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 65,000.00	\$ 12,000.00	\$ 77,000.00
	<u>Total</u>	\$ 1,203,100.84	\$ 109,000.00	\$ 1,312,100.84

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

EXPLANATION

This amendment is **sole source** due to the specialized nature of the technical work required. Hupp Information Technologies created the EIS application, and the system will require maintenance by professionals who are knowledgeable about its design. The state will benefit from multiple enhancements being made to the system including the ability to manage educator evaluations.

The NHDOE seeks to enhance the Educator Evaluation System (EES) used to manage the educator evaluations. The EES is a module of the Educator Information System which manages the process of credentialing educators, allows for the ability to track educators, ensures the right teacher is in the right classroom, improves the ability to recruit certified educators and enables educators to pay certification fees via an automated on-line payment system.

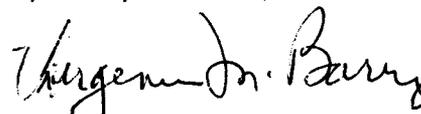
Under this Contract, Hupp has created the Educator Evaluation System (EES). The amendment request provides that the EES module shall be hosted by Hupp. Hosting includes all the hardware, software, configuration, and maintenance of the ESS environment. The ESS shall run as a standalone module; however, it shall be integrated with the rest of the State of New Hampshire Education Information System through an automated interface to pre-populate EES with assigned educators. The maintenance agreement is hereby expanded to incorporate support, maintenance, and hosting for the ESS.

The maintenance and enhancements that are required under this contract will support the Educator Information System, including the EES module, through June 2018. This solution is part of a comprehensive Department-Wide strategy to improve our use of data in an effort to assist schools with improved education for every public school student in New Hampshire.

Hupp Information Technologies was chosen after an extensive RFP process including thorough interviews and software product demonstrations with four vendors candidates. Hupp Information Technologies proposal provided the best value with the least risk to the state, for the solution they will deliver. The solution leverages extensive knowledge of both licensing and education systems.

In the event that Other Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education



**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY**

Office of the Governor
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Denis Goulet
Commissioner

April 9, 2015

Virginia M. Barry, Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a second contract amendment with Hupp Information Technologies, of Springfield, Illinois (Vendor #31983) as described below and referenced as DoIT No. 2007-052.

This is a request to enter into a contract amendment which provides hosting and support for the Educator Evaluation System (EES) Module of the DOE Educator Information System (EIS). It will be hosted by Hupp on Microsoft Azure secure servers. The amendment will become effective upon Governor and Executive Council approval through June 30, 2018. The amendment increases the contract amount by \$109,000.00, from \$1,203,100.84 to \$1,312,100.84.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/ltn
2007-052B

cc: Dr. Judith D. Fillion, DOE Director of Program Support
Chris Hensel, DoT IT Manager
Leslie Mason, DoIT Contract Manager

Subject: FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">Department of Education</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">101 Pleasant Street, Concord, NH 03301</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">Hupp Information Technologies</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">Springfield, Illinois</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">217-679-4877</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">563510-6156000-046-500464</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2018</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$1,312,100.84</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Dr.. Virginia M. Barry, Commissioner Department of Education</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-3142</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Dean Hupp, President</div>	
1.13 Acknowledgement: State of Illinois , County of Sangamon On 2/10/15 , 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 <div style="display: flex; align-items: center;"> <div style="border: 1px dashed black; padding: 5px; margin-right: 20px;"> <small>OFFICIAL SEAL</small> REBECCA BEADLE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 01/14/17 <small>Seal</small> </div> <div style="font-size: 2em; font-family: cursive;">Rebecca Beadle</div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px; font-size: 1.2em; font-family: cursive;">Rebecca Beadle Personal Banker</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px; font-size: 1.5em; font-family: cursive;">Virginia M. Barry</div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">Dr. Virginia M. Barry, Commissioner Department of Education</div>	
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) By: On: 4/7/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

DAA
2/10/2015

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, originated as a result of RFP #2007-052, on June 13, 2007, Item #442, and amendment on February 28, 2014, Item 54, Hupp Information Technologies (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department") certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 13.16 of the Contract) 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 Governor and Council;

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

WHEREAS, Department wishes to modify the requirements of the Agreement, the Department and the Hupp seeks to clarify the Agreement.

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:

General Provisions (Form P-37) of the Agreement are hereby amended as follows:

1. Amend Block 1.7 Price Limitation (Page 1) of the Contract Agreement to \$1,312,100.84.

Contract #2007-052 Statement of Work	Amended Language		
Statement of Work Terms and Definitions	<p>Add the following to Terms and definitions:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 20%; text-align: center;">EES</td> <td>Educator Evaluation System which shall be considered a module that is part of the Educator Information System. References to EIS in the contract shall be deemed to include the EES module.</td> </tr> </table>	EES	Educator Evaluation System which shall be considered a module that is part of the Educator Information System. References to EIS in the contract shall be deemed to include the EES module.
EES	Educator Evaluation System which shall be considered a module that is part of the Educator Information System. References to EIS in the contract shall be deemed to include the EES module.		
Statement of Work	<p>On Page 9 of the Statement of Work, delete the following language:</p> <p>This Contract is by and between the State of New Hampshire, Department of Education ("State"), and Hupp Information Technologies, ("Contractor" or "The Contractor") having its principal place of business at 32 Foresters Lane, Springfield, IL 62704 to develop a comprehensive software solution for the collection, tracking, and reporting of educator credentials.</p> <p>And replace with:</p> <p>This Contract is by and between the State of New Hampshire, Department of Education ("State"), and Hupp Information Technologies, ("Contractor" or "The Contractor") having its principal place of business at 32 Foresters Lane, Springfield, IL 62704 to develop a comprehensive software solution for the collection, tracking, and reporting of educator credentials. In addition, Hupp shall provide, support, maintain, and host an Educator Evaluation System (EES).</p>		
Section 11. Intellectual Property	<p>Delete Section 11.7 Survival and replace with:</p> <p>11.7 ESS Data Ownership</p>		

Hupp Initials 

Date 2/6/2015

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, originated as a result of RFP #2007-052, on June 13, 2007, Item #442, and amendment on February 28, 2014, Item 54, Hupp Information Technologies (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department") certain sums as specified therein;

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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:

General Provisions (Form P-37) of the Agreement are hereby amended as follows:

1. Amend Block 1.6 Completion Date (Page 1) of the Contract Agreement to June 30, 2018.
2. Amend Block 1.7 Price Limitation (Page 1) of the Contract Agreement to \$1,312,100.84.

Contract #2007-052 Statement of Work	Amended Language	
Statement of Work	Add the following to Terms and definitions:	
Terms and Definitions	EES	Educator Evaluation System which shall be considered a module that is part of the Educator Information System. References to EIS in the contract shall be deemed to include the EES module.
Statement of Work	<p>On Page 9 of the Statement of Work, delete the following language:</p> <p>This Contract is by and between the State of New Hampshire, Department of Education ("State"), and Hupp Information Technologies, ("Contractor" or "The Contractor") having its principal place of business at 32 Foresters Lane, Springfield, IL 62704 to develop a comprehensive software solution for the collection, tracking, and reporting of educator credentials.</p> <p>And replace with:</p> <p>This Contract is by and between the State of New Hampshire, Department of Education ("State"), and Hupp Information Technologies, ("Contractor" or "The Contractor") having its principal place of business at 32 Foresters Lane, Springfield, IL 62704 to develop a comprehensive software solution for the collection, tracking, and reporting of educator credentials. In addition, Hupp shall provide, support, maintain, and host an Educator Evaluation System (EES).</p>	
Section 11. Intellectual	Delete Section 11.7 Survival and replace with:	

Hupp Initials DAJ

Date 2/6/2015

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT B**

Property	<p>11.7 ESS Data Ownership All data maintained in the Educator Evaluation System shall be owned by the local school district who enters the data. Hupp shall not allow access or share that data with any other parties, including the NH DOE. Hupp shall only access the data as required to develop and support the System and upon request of the local school district, with the intent of providing customer support for the local district.</p> <p>11.8 Survival This SOW Section 11: Intellectual Property shall survive termination of the Contract.</p>																																																
Contract #2007-052 Exhibit A	Amended Language																																																
Section 2.2 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones	<p>Delete Section 2.2 and replace with:</p> <p><i>2.1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones</i></p> <p>Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones</p> <table border="1" data-bbox="421 825 1281 1770"> <thead> <tr> <th>SFY</th> <th>Enhancements, Maintenance and Support</th> <th>Effective Date</th> </tr> </thead> <tbody> <tr> <td>2009</td> <td>EIS Enhancements, Maintenance and Support</td> <td>Warranty Completion- 6/30/09</td> </tr> <tr> <td>2010</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/09- 6/30/10</td> </tr> <tr> <td>2011</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/10- 6/30/11</td> </tr> <tr> <td>2012</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/11- 6/30/12</td> </tr> <tr> <td>2013</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/12- 6/30/13</td> </tr> <tr> <td>2014</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/13- 6/30/14</td> </tr> <tr> <td>2015</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/14- 6/30/15</td> </tr> <tr> <td>2015</td> <td>EES Hosting</td> <td>7/01/14- 6/30/15</td> </tr> <tr> <td>2016</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/15- 6/30/16</td> </tr> <tr> <td>2016</td> <td>EES Hosting</td> <td>7/01/15- 6/30/16</td> </tr> <tr> <td>2017</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/16- 6/30/17</td> </tr> <tr> <td>2017</td> <td>EES Hosting</td> <td>7/01/16- 6/30/17</td> </tr> <tr> <td>2018</td> <td>EIS Enhancements, Maintenance and Support</td> <td>7/01/17- 6/30/18</td> </tr> <tr> <td>2018</td> <td>EES Hosting</td> <td>7/01/17- 6/30/18</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	SFY	Enhancements, Maintenance and Support	Effective Date	2009	EIS Enhancements, Maintenance and Support	Warranty Completion- 6/30/09	2010	EIS Enhancements, Maintenance and Support	7/01/09- 6/30/10	2011	EIS Enhancements, Maintenance and Support	7/01/10- 6/30/11	2012	EIS Enhancements, Maintenance and Support	7/01/11- 6/30/12	2013	EIS Enhancements, Maintenance and Support	7/01/12- 6/30/13	2014	EIS Enhancements, Maintenance and Support	7/01/13- 6/30/14	2015	EIS Enhancements, Maintenance and Support	7/01/14- 6/30/15	2015	EES Hosting	7/01/14- 6/30/15	2016	EIS Enhancements, Maintenance and Support	7/01/15- 6/30/16	2016	EES Hosting	7/01/15- 6/30/16	2017	EIS Enhancements, Maintenance and Support	7/01/16- 6/30/17	2017	EES Hosting	7/01/16- 6/30/17	2018	EIS Enhancements, Maintenance and Support	7/01/17- 6/30/18	2018	EES Hosting	7/01/17- 6/30/18			
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Hupp Initials DAH

Date 2/6/2015

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT B**

Section 1.1 Not to Exceed	<p>Delete the following language:</p> <p>1.1 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$1,203,100.84 for the period between the Effective Date through June 30, 2018. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>And replace with:</p> <p>1.1 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$1,312,100.84 for the period between the Effective Date through June 30, 2018. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p>																																												
Section Table 2.2-1	<p>Delete Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule and replace with:</p> <p>Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="text-align: center;">SFY</th> <th style="text-align: center;">Enhancements, Maintenance and Support</th> <th style="text-align: center;">Effective Date</th> <th style="text-align: center;">Price</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2014</td> <td>EIS Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/13- 6/30/14</td> <td style="text-align: right;">\$45,000</td> </tr> <tr> <td style="text-align: center;">2015</td> <td>EIS Enhancements, Maintenance and Support (as described in attachment 2)</td> <td style="text-align: center;">7/01/14- 6/30/15</td> <td style="text-align: right;">\$80,000</td> </tr> <tr> <td style="text-align: center;">2015</td> <td>EES Hosting</td> <td style="text-align: center;">7/01/14- 6/30/15</td> <td style="text-align: right;">\$8,000</td> </tr> <tr> <td style="text-align: center;">2016</td> <td>EIS Enhancements, Maintenance and Support (as described in attachment 2)</td> <td style="text-align: center;">7/01/15- 6/30/16</td> <td style="text-align: right;">\$90,000</td> </tr> <tr> <td style="text-align: center;">2016</td> <td>EES Hosting</td> <td style="text-align: center;">7/01/15- 6/30/16</td> <td style="text-align: right;">\$12,000</td> </tr> <tr> <td style="text-align: center;">2017</td> <td>EIS Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/16- 6/30/17</td> <td style="text-align: right;">\$60,000</td> </tr> <tr> <td style="text-align: center;">2017</td> <td>EES Hosting</td> <td style="text-align: center;">7/01/16- 6/30/17</td> <td style="text-align: right;">\$12,000</td> </tr> <tr> <td style="text-align: center;">2018</td> <td>EIS Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/17- 6/30/18</td> <td style="text-align: right;">\$65,000</td> </tr> <tr> <td style="text-align: center;">2018</td> <td>EES Hosting</td> <td style="text-align: center;">7/01/17- 6/30/18</td> <td style="text-align: right;">\$12,000</td> </tr> <tr> <td colspan="3" style="text-align: right;">Enhancements, Maintenance and Support Total</td> <td style="text-align: right;">\$384,000</td> </tr> </tbody> </table> <p>Maintenance and Enhancements: Hupp Information Technology shall provide up to 80 hours of programming enhancements and</p>	SFY	Enhancements, Maintenance and Support	Effective Date	Price	2014	EIS Enhancements, Maintenance and Support	7/01/13- 6/30/14	\$45,000	2015	EIS Enhancements, Maintenance and Support (as described in attachment 2)	7/01/14- 6/30/15	\$80,000	2015	EES Hosting	7/01/14- 6/30/15	\$8,000	2016	EIS Enhancements, Maintenance and Support (as described in attachment 2)	7/01/15- 6/30/16	\$90,000	2016	EES Hosting	7/01/15- 6/30/16	\$12,000	2017	EIS Enhancements, Maintenance and Support	7/01/16- 6/30/17	\$60,000	2017	EES Hosting	7/01/16- 6/30/17	\$12,000	2018	EIS Enhancements, Maintenance and Support	7/01/17- 6/30/18	\$65,000	2018	EES Hosting	7/01/17- 6/30/18	\$12,000	Enhancements, Maintenance and Support Total			\$384,000
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Hupp Initials DKS

Date 2/6/2015

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT B**

	<p>customization to the Educator Evaluation module each month. The contract shall cover the cost of up to 80 hours per month (\$20,000 for the year). However this work shall be estimated on an as needed basis and invoiced only after the enhancement is identified, priced and agreed upon by the NH DOE.</p> <p>Hupp Information Technology shall provide up to 40 hours of end user support each month. Payment for this support shall be provided at the beginning of the fiscal year for the full 40 hours per month.</p>		
<p>Section 2 – Total Contract Price</p>	<p>Delete Section 2 Total Contract Price and replace with:</p> <p>2. TOTAL CONTRACT PRICE</p> <p>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 \$728,100.84 for the initial mandatory Phases I and Optional Phase II. The subsequent enhancement, maintenance, and support period following the warranty period shall not exceed \$584,000, for a total Contract amount not to exceed \$1,312,100.84. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Hupp Information Technologies for all fees and expenses, of whatever nature, incurred by Hupp Information Technologies in the performance hereof. The State shall not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p>		
<p>Contract #2007-052 Exhibit G</p>	<p style="text-align: center;">Amended Language</p>		
<p>Section 1 System Maintenance</p>	<p>Add the following language to Section 1.1 Hupp Information Technology Responsibility:</p> <p>1.1.4 Extended Maintenance of Educator Evaluation System Functionality: Hosting Under this Contract, Hupp has created the Educator Evaluation System (EES), which shall be hosted by Hupp on Microsoft Azure secure servers. The ESS shall run as a standalone module; however, it shall be integrated with the rest of the State of New Hampshire Education Information System through an automated interface to pre-populate EES with assigned educators. The maintenance agreement is hereby expanded to incorporate support, maintenance, and hosting for the ESS.</p> <p>Hosting includes all the hardware, software, configuration, and maintenance of the ESS environment to ensure the production environment for the Educator Evaluation System runs in accordance with Specifications. The System shall be hosted on a dedicated Windows Server 2012 Microsoft Azure virtual machine running Internet Information Services 8.0. The Microsoft Azure environment shall allow for the dynamic increase in hardware resources during peak loads, and a reduction in those resources during light loads. This flexibility shall allow the System to have maximum resources during peak loads without having to incur the costs of those resources for</p>		

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**STATE OF NEW HAMPSHIRE
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	<p>the entire year.</p> <p>The dedicated back end database shall be a second Microsoft Server 2012 Microsoft Azure virtual machine running Microsoft SQL Server 2013. This second virtual machine shall also benefit from the dynamic allocation of hardware resources resulting in a better user experience during peak loads.</p> <p>The two virtual machines shall be maintained by Hupp staff to ensure that all the latest patches to the Operating Systems, and other software, are installed on a scheduled basis. The Hupp team shall create a backup schedule to ensure database backups are saved to a third machine in the Azure environment in addition to saving a copy of the backup on a Hupp server in Illinois each night. This shall ensure that an appropriate backup exists external to the Azure hosting location (i.e. offsite).</p> <p>Additional technical Specifications are included in Exhibit H.</p> <p>1.1.5 Enhancements to Educator Evaluation System</p> <p>It is anticipated that the deployment of the System like the Educator Evaluation System shall generate requests for enhancements and improvements. The Maintenance and Enhancement activities shall include the identification of new features and enhancements, the meetings to discuss and prioritize those features, the development of those features, testing, and ultimately the implementation of those features.</p> <p>The programmer assigned to the Educator Evaluation System shall attend regularly scheduled meetings to ensure the features that are most important to the New Hampshire Department of Education are prioritized appropriately.</p> <p>This programmer shall provide up to 80 hours of customizations, enhancements, and support to the Educator Evaluation System each month. Monthly status report shall include a list of tasks completed, those in progress, and the task priority for those still outstanding. This report shall ensure that all parties are in agreement with the current priorities for the Educator Evaluation System.</p>
<p>Section 2.1 System Support</p>	<p>Delete Section 2.1 Hupp Information Technology Responsibility and replace with:</p> <p>2.1 Hupp Information Technologies' Responsibility</p> <p>Hupp Information Technologies (Hupp) shall 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.</p> <p>2.1.1 Support Services</p> <p>During the term of this Agreement, Hupp shall offer the services described herein so as to maintain the EIS Software in good working order, keeping it free from material defects so that the EIS Software shall function properly and in accordance with the accepted level of performance.</p> <p>Hupp shall make available to the State telephone number (217) 679-4877 for the State to call requesting service of the EIS Software. The State may also email Hupp in lieu of calling. Hupp shall inform the State as to email address to be used. The Support telephone number operates during business hours, 8:00 AM to 5:00 PM CST, Monday</p>

Hupp Initials BAA

Date 2/6/2015

**STATE OF NEW HAMPSHIRE
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	<p>through Friday, excluding legal holidays. The telephone number can also be used to notify Hupp of problems associated with the EIS Software and related documentation.</p> <p>Hupp shall provide customer support to schools implementing the Educator Evaluation System. Support shall include assistance with System configuration and System use.</p> <p>The support for the EES module shall be provided from 8:00 AM – 4:00 PM Central time excluding weekends and holidays. All calls shall be logged in SharePoint by Hupp. If the call was generated due to a System error then the error shall be logged and routed to the assigned Educator Evaluation System programmer. Once the System error is corrected, the issue that was logged shall be closed and Hupp shall notify the original caller. Hupp shall prepare a monthly report of all issues and their ultimate resolution as specified in Exhibit G Section 3.1 Records, to be delivered to the New Hampshire Department of Education on the 1st of each month.</p> <p>The support cost for the System shall include up to 40 hours per month of end user support for the Educator Evaluation System. It shall also include all time to log, correct, and report on all calls.</p> <p>Support for customer use of the Educator Evaluation System module shall be limited as follows:</p> <p>Hupp Information Technology shall provide up to 40 hours of end user support each month. Payment for this support shall be provided at the beginning of the fiscal year for the full 40 hours per month.</p> <p>2.2.2 Remedial Support Upon receipt by Hupp of notice from the State through the support phone number of an error, defect, malfunction or nonconformity in the EIS Software, Hupp shall respond within one business day.</p>
<p>Exhibit H Priority Requirements</p>	<p>Delete the following language:</p> <p style="padding-left: 40px;">1. SYSTEM MAINTENANCE</p> <p>And replace with:</p> <p style="padding-left: 40px;">1. SYSTEM REQUIREMENTS</p>
<p>Exhibit H Priority Requirements</p>	<p>Incorporate the requirements in Attachment 1 into Exhibit H Priority Requirements.</p>

Hupp Initials *AA*

Date *2/6/2015*

STATE OF NEW HAMPSHIRE
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2007-052 CONTRACT AMENDMENT B

Table 2 Contract 2007-052 – EIS Acquisition, Implementation, and Support

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2007-052	Original Contract	6/30/2013	6/13/2007 Item #442	\$928,100.84
2007-052 Amendment A	Amendment A	6/30/2018	2/28/2014 Item #54	\$275,000
2007-052 Amendment B	Amendment B	6/30/2018	Pending G&C Approval	\$109,000
CONTRACT TOTAL				\$1,312,100.84

Hupp Initials JAK

Date 2/6/2015

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Signed:

Dr. Judith Fillion
NH Department of Education
Division Director

Mr. Dean Hupp
Hupp Information Technologies
Owner

STATE OF Illinois

COUNTY OF Sangamon

On this the 6th day of February 2015 before me, Rebecca Beadle
(name of notary)
the undersigned officer, Dean A Hupp personally appeared who acknowledged (him) herself
(contract signatory)
to be the President of Hupp Information Technologies, a corporation,
(signatory's title)
and that he/she, as such President, being authorized so to do,
(signatory's title)
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by (him) herself as President of Hupp Information Technologies.
(signatory's title)

In witness whereof I hereunto set my hand and official seal.

Rebecca Beadle
Notary Public/Justice of the Peace OFFICIAL SEAL
REBECCA BEADLE
(SEAL)
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/14/17

My Commission Expires:

1/14/17

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

NH Department of Justice

By: _____
Assistant Attorney General

Date: 4/7/15

Hupp Initials DAH

Date 2/6/2015

**Schedule K-1
(Form 1120S)**

Department of the Treasury
Internal Revenue Service

2013

For calendar year 2013, or tax
year beginning _____
ending _____

**Shareholder's Share of Income, Deductions,
Credits, etc.** ▶ See back of form and separate instructions.

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss) 253,267	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 339		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction * 34,983	16	Items affecting shareholder basis C* 19,730
12	Other deductions A 150	D	237,400
		17	Other information A 339

Part I Information About the Corporation

A Corporation's employer identification number
46-1606793

B Corporation's name, address, city, state, and ZIP code
HUPP INFORMATION TECHNOLOGIES INC.
7000 PIPER GLEN DR., SUITE A
SPRINGFIELD IL 62711

C IRS Center where corporation filed return
E-FILE

Part II Information About the Shareholder

D Shareholder's identifying number
331-62-1862

E Shareholder's name, address, city, state, and ZIP code
DEAN A HUPP
6401 STONEHAVEN RIDGE
SPRINGFIELD IL 62711

F Shareholder's percentage of stock ownership for tax year **100.000000 %**



For IRS Use Only

* See attached statement for additional information.

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 Hupp Information Technologies is a New Hampshire trade name registered on May 1, 2007 and that Dean Hupp presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2015

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 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 RW Troxell & Company 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Jill Teel PHONE (A/C, No, Ext): (217) 528-7533 E-MAIL ADDRESS: jteel@rwtroxell.com	FAX (A/C, No): (217) 528-1041
	INSURER(S) AFFORDING COVERAGE	
INSURED Hupp Information Technologies, Inc. 7000 Piper Glen Drive, Suite A Springfield IL 62711	INSURER A: Hartford Casualty Ins Co NAIC # 29424	
	INSURER B: Twin City Fire Insurance Co 29459	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL152908538 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			[REDACTED]	3/24/2015	3/24/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	3/24/2015	3/24/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	[REDACTED]	4/6/2015	4/6/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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

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

CERTIFICATE HOLDER State of New Hampshire Department of Education 101 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Todd Sowle/JILLT
---	--

WV
54



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul K. Leather
Deputy Commissioner
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

Retroactive

January 30, 2014

Sole Source

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to **retroactively** amend a **sole source** contract (PO #100891) for technical maintenance and support of the Educator Information System with Hupp Information Technologies, of Springfield, Illinois (Vendor #168998) originally approved on June 13, 2007, item number 442, by extending the time limitation from June 30, 2013 to June 30, 2018 and increasing the price limitation by \$275,000 from \$928,100.84 to \$1,203,100.84 with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, effective upon Governor and Council approval.
100% Other Funds.

Funding is available in account titled Education Credentialing as follows, pending legislative approval of the next two biennial budgets:

<u>SFY</u>	<u>Funding</u>	<u>Current</u>	<u>Increase</u>	<u>Revised</u>
2007	030-056-0282-090 (Capital)	\$ 34,160.00	0	\$ 34,160.00
2008	030-056-0282-090 (Capital)	\$ 315,840.00	0	\$ 315,840.00
	010-056-2030-097 (Federal)	\$ 75,000.00	0	\$ 75,000.00
	010-056-6204-095- (Other)	\$ 227,180.84	0	\$ 227,180.84
2009	010-056-6204-095-(Other)	\$ 115,920.00	0	\$ 115,920.00
2010	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2011	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2012	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2013	010-06-56-56-564510-62040000-073-502656 (Other)	\$ 40,000.00	0	\$ 40,000.00
2014	010-06-56-56-564510-62040000-073-502656 (Other)	0	\$ 45,000.00	\$ 45,000.00
2015	010-06-56-56-564510-62040000-073-502656 (Other)	0	\$ 50,000.00	\$ 50,000.00
2016	010-06-56-56-564510-62040000-073-502656 (Other)	0	\$ 55,000.00	\$ 55,000.00
2017	010-06-56-56-564510-62040000-073-502656 (Other)	0	\$ 60,000.00	\$ 60,000.00
2018	010-06-56-56-564510-62040000-073-502656 (Other)	0	\$ 65,000.00	\$ 65,000.00
	Total	\$ 928,100.84	\$ 275,000.00	\$ 1,203,100.84

EXPLANATION

The NHDOE implemented a new Educator Information System (EIS) that replaced a legacy system to manage the credentialing of educators. This requested amendment would extend the maintenance and support of the system

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 30, 2014
Page 3

The EIS project leverages the Internet as we created a citizen centric system to manage educator licenses, track educator assignment data and ensure we have the right teachers in the right classrooms.

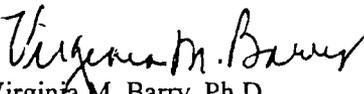
The EIS project brings a variety of benefits to the state, our citizens and schools.

- Improve our ability to credential, hire and recruit the best teachers
- Meet national and state accountability needs
- Improve citizen satisfaction
- Provide a financial benefit to the state through improved processes

The maintenance and enhancements required under this amendment will support the Educator Information System through 2018 upon the State's request for such services. This solution is part of a comprehensive Department-Wide strategy to improve expanded availability and use of data in an effort to assist schools with improved education for every public school student in New Hampshire.

In the event that Other Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,


Virginia M. Barry, Ph.D.
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

Peter C. Hastings
Commissioner

December 19, 2013

Virginia M. Barry, Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Hupp Information Technologies, of Springfield, Illinois (Vendor #31983) as described below and referenced as DoIT No. 2007-052.

This is a request to enter into a contract amendment for the Educator Information System maintenance and software enhancements that will improve the use of educator data to assist schools in improving the delivery of student education in public schools across New Hampshire. The amendment will become effective upon Governor and Executive Council approval through June 30, 2018. The amendment increases the contract amount by \$275,000.00, from \$928,100.84 to \$1,203,100.84.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
2007-052A

cc: Dr. Judith D. Fillion, DOE Director of Program Support
Chris Hensel, DoT IT Manager
Leslie Mason, DoIT Contract Manager

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, originated as a result of RFP #2007-052, on June 13,2007, Item #442, Hupp Information Technologies (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department") certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 13.16 of the Contract) 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 Governor and Council;

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

WHEREAS, Department wishes to modify the requirements of the Agreement, the Department and the Hupp seeks to clarify the Agreement.

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:

General Provisions (Form P-37) of the Agreement are hereby amended as follows:

1. Amend Block 1.6 Completion Date (Page 1) of the Contract Agreement to June 30, 2018.
2. Amend Block 1.7 Price Limitation (Page 1) of the Contract Agreement to \$1,203,100.84.

Contract #2007-052 Exhibit A	Amended Language																																	
Section 2.2 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones	<p>Delete Section 2.2 and replace with:</p> <p><i>2.1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones</i></p> <p>Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SFY</th> <th style="text-align: center;">Enhancements, Maintenance and Support</th> <th style="text-align: center;">Effective Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2009</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">Warranty Completion- 6/30/09</td> </tr> <tr> <td style="text-align: center;">2010</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/09- 6/30/10</td> </tr> <tr> <td style="text-align: center;">2011</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/10- 6/30/11</td> </tr> <tr> <td style="text-align: center;">2012</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/11- 6/30/12</td> </tr> <tr> <td style="text-align: center;">2013</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/12- 6/30/13</td> </tr> <tr> <td style="text-align: center;">2014</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/13- 6/30/14</td> </tr> <tr> <td style="text-align: center;">2015</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/14- 6/30/15</td> </tr> <tr> <td style="text-align: center;">2016</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/15- 6/30/16</td> </tr> <tr> <td style="text-align: center;">2017</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/16- 6/30/17</td> </tr> <tr> <td style="text-align: center;">2018</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/17- 6/30/18</td> </tr> </tbody> </table>	SFY	Enhancements, Maintenance and Support	Effective Date	2009	Enhancements, Maintenance and Support	Warranty Completion- 6/30/09	2010	Enhancements, Maintenance and Support	7/01/09- 6/30/10	2011	Enhancements, Maintenance and Support	7/01/10- 6/30/11	2012	Enhancements, Maintenance and Support	7/01/11- 6/30/12	2013	Enhancements, Maintenance and Support	7/01/12- 6/30/13	2014	Enhancements, Maintenance and Support	7/01/13- 6/30/14	2015	Enhancements, Maintenance and Support	7/01/14- 6/30/15	2016	Enhancements, Maintenance and Support	7/01/15- 6/30/16	2017	Enhancements, Maintenance and Support	7/01/16- 6/30/17	2018	Enhancements, Maintenance and Support	7/01/17- 6/30/18
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Contract #2007-052 Exhibit B	Amended Language																																	
Section 1.1 Not to Exceed	Delete the following language:																																	

Initial DAK

Date 1/14/2014

	<p>1.1 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$928,100.84 for the period between the Effective Date through June 30, 2013. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>And replace with:</p> <p>1.1 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$1,203,100.84 for the period between the Effective Date through June 30, 2018. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p>																												
<p>Section 1.1 Not to Exceed</p>	<p>Delete the following language:</p> <p>1.2 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$928,100.84 for the period between the Effective Date through June 30, 2013. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>And replace with:</p> <p>1.2 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$1,203,100.84 for the period between the Effective Date through June 30, 2018. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p>																												
<p>Section Table 2.2-1</p>	<p>Delete Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule and replace with:</p> <p>Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule</p> <table border="1" data-bbox="437 1444 1252 1816"> <thead> <tr> <th>SFY</th> <th>Enhancements, Maintenance and Support</th> <th>Effective Date</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>2014</td> <td>Enhancements, Maintenance and Support</td> <td>7/01/13- 6/30/14</td> <td>45,000</td> </tr> <tr> <td>2015</td> <td>Enhancements, Maintenance and Support</td> <td>7/01/14- 6/30/15</td> <td>50,000</td> </tr> <tr> <td>2016</td> <td>Enhancements, Maintenance and Support</td> <td>7/01/15- 6/30/16</td> <td>55,000</td> </tr> <tr> <td>2017</td> <td>Enhancements, Maintenance and Support</td> <td>7/01/16- 6/30/17</td> <td>60,000</td> </tr> <tr> <td>2018</td> <td>Enhancements, Maintenance and Support</td> <td>7/01/17- 6/30/18</td> <td>65,000</td> </tr> <tr> <td colspan="3">Enhancements, Maintenance and Support Total</td> <td>275,000</td> </tr> </tbody> </table>	SFY	Enhancements, Maintenance and Support	Effective Date	Price	2014	Enhancements, Maintenance and Support	7/01/13- 6/30/14	45,000	2015	Enhancements, Maintenance and Support	7/01/14- 6/30/15	50,000	2016	Enhancements, Maintenance and Support	7/01/15- 6/30/16	55,000	2017	Enhancements, Maintenance and Support	7/01/16- 6/30/17	60,000	2018	Enhancements, Maintenance and Support	7/01/17- 6/30/18	65,000	Enhancements, Maintenance and Support Total			275,000
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<p>Section 2 – Total Contract Price</p>	<p>Delete Section 2 Total Contract Price and replace with:</p> <p>2. TOTAL CONTRACT PRICE</p>																												

Initial DAH

Date 1/14/2014

	<p>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 \$728,100.84 for the initial mandatory Phases I and Optional Phase II. The subsequent enhancement, maintenance, and support period following the warranty period shall not exceed \$475,000, for a total Contract amount not to exceed \$1,203,100.84. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Hupp Information Technologies for all fees and expenses, of whatever nature, incurred by Hupp Information Technologies 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.</p>
<p>Contract #2007-052 Exhibit G</p>	<p>Amended Language</p>
<p>Section 1 System Maintenance</p>	<p>Delete Section 1.1.1 Maintenance Releases and replace with:</p> <p>1.1.1 Maintenance Releases</p> <p>Hupp Information Technologies 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.</p> <p>During the term of this Agreement, the Hupp will maintain the EIS Software by providing software updates and enhancements to the State including any updates offered by Hupp to other states. It is understood by the State, that the Hupp has created similar systems for others states. It is understood that as part of this agreement, the State will receive any system functions that are being offered to these other states. These updates will be programmed by developers trained in using secure coding techniques, based on industry practices and guidance – to ensure secure code. All development will be completed following all PCI requirements.</p> <p>Hupp shall ensure that any software updates or enhancements have been tested and hardened to prevent critical application security flaws. At a minimum, the software updates or enhancements shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org). 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. Tests shall, at a minimum, cover each of the service components. Test procedures may include either Application Penetration Tests (pen test) or source code analysis and review.</p> <p>In the development or maintenance of the custom Software, the vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the Chief Information Officer. Prior to being moved into production the vendor shall provide results of all security testing to DoIT for review and acceptance. All Software and hardware shall be free of malicious code. Malicious code, also known as “malware”, is defined as software or firmware designed to do damage or other unwanted actions on a computer system. Common examples include viruses, Trojan horse programs, worms, and spyware.</p> <p>Updates will be provided on timely and an as-available basis and include the items listed below:</p> <ul style="list-style-type: none"> (1) Bug fixes; (2) Enhancements to market data service software provided by Hupp to other states, to keep current with changes in market data services and enhancements;

Initial BAK

Date 1/14/2014

	<p>(3) Enhancements to keep current with the current hardware vendor's OS releases, as available from Vendor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Vendor; and</p> <p>(4) Performance enhancements to EIS Software.</p> <p>(5) Updates are limited as follows:</p> <p style="padding-left: 40px;">Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and</p> <p>Updates will be provided in machine-readable format and updates to related documentation will be provided in both electronic and hard copy form. However duplication, distribution and installation of updates are the responsibility of the State. If requested, Hupp will provide on-site assistance in the installation of updates on a time and materials basis, plus expenses. Otherwise, Hupp will stage all enhancements for the State, per the State's production implementation procedures.</p> <p>Hupp will offer support services for previous releases for a minimum period of twelve (12) months following the general availability of a new release or software update. After this time, Hupp shall have no further responsibility for supporting and maintaining the prior releases.</p> <p>Hupp assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the EIS Software if the State has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of EIS Software unless such changes were made with prior notification and approval by Vendor. Hupp assumes no responsibility for the operation or performance of any third-party application.</p>
<p>Section 1 System Maintenance</p>	<p>Add the following language to Section 1.1 Hupp Information Technology Responsibility:</p> <p>1.1.4 Extended Maintenance The maintenance will provide up to 200 hours of time and material customizations, to be prioritized and specified by the State. This extended maintenance time does not needs to be used for bugs fixes.</p> <p>1.1.5 HIT User Group Meeting As part of the Maintenance Agreement, the State has the opportunity to attend the annual HIT User's Group meeting. The user group meeting provides for HIT staff to meet with the users of their software and discuss new features to put into the core product, demonstrate new features that will be implemented, and perform training on the lesser used areas of the software.</p>
<p>Section 2.1 System Support</p>	<p>Delete Section 2.1 Hupp Information Technology Responsibility and replace with:</p> <p>2.1 Hupp Information Technologies' Responsibility Hupp Information Technologies (Hupp) 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.</p> <p>2.1.1 Support Services During the term of this Agreement, Hupp will offer the services described herein so as to maintain the EIS Software in good working order, keeping it free from material defects so that the EIS Software shall function properly and in accordance with the accepted level of performance.</p> <p>The Hupp will make available to the State telephone number (217) 679-4877 for the</p>

Initial BRH

Date 1/14/2014

	<p>State to call requesting service of the EIS Software. The State may also email Hupp in lieu of calling. Hupp will inform the State as to email address to be used. The Support telephone number operates during business hours, 8:00 AM to 5:00 PM CST, Monday through Friday, excluding legal holidays. The telephone number can also be used to notify Hupp of problems associated with the EIS Software and related documentation.</p> <p>2.2.2 Remedial Support Upon receipt by Hupp of notice from the State through the support phone number of an error, defect, malfunction or nonconformity in the EIS Software, Hupp shall respond within one business day.</p>
Section 2.1 System Support	<p>Add the following language to Section 2.1 Hupp Information Technology Responsibility:</p> <p>2.4 Services Not Included Maintenance Services do not include any of the following: (1) support of any software that is not EIS Software; (2) training; (3) out-of-pocket and reasonable expenses, including hardware and related supplies.</p>

Table 2 Contract 2007-052 – EIS Acquisition, Implementation, and Support

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2007-052	Original Contract	6/30/2013	\$928,100.84
2007-052 Amendment A	Amendment A	6/30/2018	275,000
	CONTRACT TOTAL		1,203,100.84

Initial BAA

Date 1/14/2014

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

Signed:

Judith D. Fillion
Dr. Judith Fillion
NH Department of Education
Division Director

Dean Hupp
Mr. Dean Hupp
Hupp Information Technologies
Owner

STATE OF Illinois

COUNTY OF Sangamon

On this the 14th day of January, 2014, before me, Courtney M. Santhuff
Dean Hupp (name of notary)
the undersigned officer, Dean Hupp personally appeared who acknowledged him/herself
(contract signatory)
to be the Owner of Hupp Information Technologies, a corporation,
(signatory's title)
and that he/she, as such Owner, being authorized so to do,
(signatory's title)
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by him/herself as Owner of Hupp Information Technologies.
(signatory's title)

In witness whereof I hereunto set my hand and official seal.

9-10-2017
My Commission Expires:

Courtney M. Santhuff
Notary Public/Justice of the Peace
OFFICIAL SEAL
COURTNEY M. SANTHUFF
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-10-2017

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

NH Department of Justice

W. K. Bern
By: _____
Assistant Attorney General

Date: 1/31/14

Initial PHS

Date 1/14/2014

EXHIBIT A

SERVICES TO BE PROVIDED

Hupp Information Technologies will continue to support the Educator Information System as defined in the original contract, approved on June 13, 2007, item number 442. Further the contractor will provide the services as described by this amendment, 2007-052 Contract Amendment A.

- Maintenance up to 200 hours of time and material customizations, to be prioritized and specified by the State. This extended maintenance time does not need to be used for bugs fixes.
- Inclusion of New Hampshire in Hupp Information Technology User Group Meetings.
- Ensure that any software updates or enhancements have been tested and hardened to prevent critical application security flaws.
- Support to keep software free of system errors.
- Enhancements to market data service software provided by Hupp to other states, to keep current with changes in market data services and enhancements;
- Enhancements to keep current with the current hardware vendor's OS releases, as available from Vendor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Vendor; and performance enhancements to EIS Software.

Contractor Initials DAH
Date 7/14/2014

Contract: Hupp Information Technologies

**EXHIBIT B
BUDGET**

Account number: 010-06-56-56-564510-62040000-073-500578 (Other)

Annual Maintenance and Support

Year	Payment
2014	\$45,000
2015	\$50,000
2016	\$55,000
2017	\$60,000
2018	\$65,000
Total	\$275,000

Limitation on Price:

This amendment extends the original contract no more than \$275,000.00.

Method of Payment

Payment to be made on an annual basis at the start of each maintenance and support cycle.

Invoices will be submitted to:

Jane Levesque
Division of Program Support
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initials GAH
Date 7/14/2014

Contract: Hupp Information Technologies

EXHIBIT C
SPECIAL PROVISIONS

Authorize the waiver of Sections 14.1.1 – 14.3.

Contractor will carry appropriate levels of automobile insurance during the term of this contract.

Contractor Initials BJA
Date 1/14/2014

CERTIFICATE

(Corporation With Seal)

I, Dean Hupp, Clerk/Secretary of the Hupp Information Technologies, Inc
do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the Hupp Information Technologies Inc, a Illinois corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 20 day of January, 2013, which meeting was duly held in accordance with Illinois (State of Incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Division of _____ of the Department of Education, providing for the performance by the Corporation of certain programming services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Dean Hupp President
Dean Hupp Vice President
Dean Hupp Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation and have affixed its corporate seal this 14 day of January, 2014.
Dean Hupp
Clerk/Secretary

Dean Hupp
1/14/2014

(Seal)

STATE OF Illinois

COUNTY OF Sangamon (Lms)

On this the 14th day of January, ²⁰¹⁴~~200~~, before me,
Dean Hupp, the undersigned Officer, personally
appeared and acknowledged her/himself to be the President
of Hupp Information Technologies Inc. a corporation, and that she/he, as such
President being authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by
her/himself as President.

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

Courtney M. Santhuff
Notary Public/Justice of the Peace



My Commission Expires:

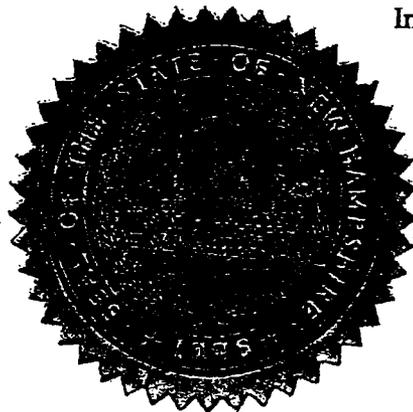
9-10-2017

077A
1/14/2014

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 Hupp Information Technologies is a New Hampshire trade name registered on May 1, 2007 and that Dean Hupp presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



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 June, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2014

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 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 RW Troxell & Company 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Jill Teel PHONE (A/C No. Ext): 217-321-3126 FAX (A/C No.): 217-321-4126 E-MAIL ADDRESS: jteel@rwtroxell.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Ins Co</td> <td></td> <td>29424</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Co</td> <td></td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Hartford Casualty Ins Co		29424	INSURER B: Twin City Fire Insurance Co		29459	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Hupp Information Technologies, Inc. Attn: Dean Hupp 7000 Piper Glen Drive, Suite A Springfield IL 62711																					

COVERAGES **CERTIFICATE NUMBER:** CLI1411604534 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			83SBARI7645	3/24/2013	3/24/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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			83SBARI7645	3/24/2013	3/24/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83WECNF9849	4/6/2013	4/6/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NH Department of Education 101 Pleasant St Concord, NJ 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Todd Sowle/HEIDI
---	--



Lyonel B. Tracy
Commissioner of Education
Tel. 603-271-3144

Mary S. Heath
Deputy Commissioner
Tel. 603-271-7301

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

May 15, 2007

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

FOR INFORMATION ONLY

G & C Letter # 8397
G & C Date 6/13/07
APPROVED:
Page # 33
Item # 442

REQUESTED ACTION

1. Authorize the Department of Education to enter into a contract with Hupp Information Technologies, of Springfield, Illinois (Vendor # 131983) in an amount not to exceed \$928,100.84, for the five year period effective upon Governor and Council approval through June 30, 2013 for the implementation and ongoing support for a new Educator Information System. Funds are available pending legislative approval of the next three biennial budgets.

<u>SFY</u>	<u>Funding</u>	<u>Amounts</u>
2007	030-056-0282-090 (Capital)	\$ 34,160.00
2008	030-056-0282-090 (Capital)	\$ 315,840.00
	010-056-2030-097 (federal)	\$ 75,000.00
	010-056-6204-095 (Other)	\$ 227,180.84
2009	010-056-6204-095 (Other)	\$ 115,920.00
2010	010-056-6204-095 (Other)	\$ 40,000.00
2011	010-056-6204-095 (Other)	\$ 40,000.00
2012	010-056-6204-095 (Other)	\$ 40,000.00
2013	010-056-6204-095 (Other)	\$ 40,000.00

2. Authorize payment for services rendered and approved, withholding 10% of the total value of the contract to be paid upon successful completion of the warranty period.

EXPLANATION

The NHDE seeks an Educator Information System (EIS) that will replace our current application used to manage the credentialing of educators. Rather than simply recreating a new information system that supports an existing process, this project will improve the processes through the use of new technologies and the Web. For example the new system will:

- Improve the process of credentialing educators
- Enhance the ability to track educators
- Ensure the right teachers are in the right classrooms
- Distribute the work involved in credentialing and tracking educators so that those directly responsible for the activities are able to interface with the system (over the web)
- Improve our ability to recruit certified educators

The EIS project will leverage the Internet as we create a citizen centric system to manage educator licenses, track educator assignment data and ensure we have the right teachers in the right classrooms. The project will connect prospective educators, current educators, schools, educator preparation programs (college programs) and the state as we meet the goals of the No Child Left Behind Act.

The EIS project will bring a variety of benefits to the state, our citizens and schools.

- Improve our ability to credential, hire and recruit the best teachers
- Meet the goals of the No Child Left Behind Act (NCLB)
- Improve citizen satisfaction
- Provide a financial benefit to the state through improved processes

Hupp Information Technologies was chosen after an extensive RFP process including thorough interviews and software product demonstrations with four vendors candidates. Hupp Information Technologies proposal provided the best value with the least risk to the state, for the solution they will deliver. The solution leverages extensive knowledge of both licensing and education systems.

The maintenance and enhancements required under this contract will support the Educator Information System through 2013 upon the State's request for such services. This solution is part of a comprehensive Department-Wide strategy to improve expanded availability and use of data in an effort to assist schools with improved education for every public school student in New Hampshire.

A request for proposal (RFP) was prepared and distributed to prospective vendors soliciting proposals for an Educator Information System – acquisition, implementation, and maintenance support. Four proposals were received and Hupp Information Technologies received the highest scoring.

Hupp Information Technologies received 92 out of 100 points for their proposal – the greatest number of points, among the vendor proposals. The four bids ranged from \$926,750.00 to \$1,504,130.00. The rubric for scoring considered four primary areas:

1. Scoring of the Proposed Solution.
2. Scoring of Vendor Technical, Service, and Project Management Proposal
3. Scoring of Vendor Qualifications
4. Scoring Solution Cost

The funding for this effort is based on funds described above and will not require other appropriations.

Respectfully submitted,



Lyonel B. Tracy
Commissioner of Education



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

May 24, 2007

Dr. Lyonel B. Tracy, Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301

Dear Commissioner Tracy:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to enter into a contract with Hupp Information Technologies, of Springfield, Illinois (Vendor #31983) as described below and referenced as OIT No. 2007-052. This project is a result of RFP#2007-052.

This is a request to enter into a contract for a software application, implementation, and maintenance solution that will replace the Department of Education's educator credentialing system. The contract will become effective upon Governor and Council approval through June 30, 2013. The amount of the contract is not to exceed \$928,100.84.

This project is set forth in the Department of Education's Information Technology Plan 2005 → 2009, dated October 18, 2005, Project #2006-07-112.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a white background.

Richard C. Bailey, Jr.

RB/ltn

cc: Dr. Judith D. Fillion, DOE Director of Program Support
Chris Hensel, OIT IT Manager
Leslie Mason, OIT Contract Manager

- Improve the process of credentialing educators
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3. Scoring of Vendor Qualifications
4. Scoring Solution Cost

The funding for this effort is based on funds described above and will not require other appropriations.

Respectfully submitted,



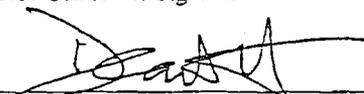
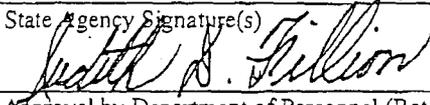
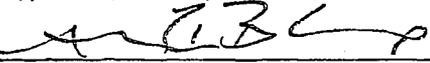
Lyonel B. Tracy
Commissioner of Education

State of New Hampshire
 Department of Education
 Educator Information System (EIS) Acquisition, Implementation, and Support
 Contract 2007-052
 Contract Document

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Education - Division of Program Support		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Hupp Information Technologies		1.4 Contractor Address 32 Foresters Lane Springfield, IL 62704	
1.5 Account No. 010-056-2030-097 030-056-0282-090 010-056-6204-095	1.6 Completion Date 06/30/2013	1.7 Audit Date N/A	1.8 Price Limitation \$928,100.84
1.9 Contracting Officer for State Agency Dr. Judith Fillion		1.10 State Agency Telephone Number (603)271-3855	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Dean Hupp, President	
1.13 Acknowledgement: State of <u>OK</u> , County of <u>Oklahoma</u> On <u>May 15, 2007</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 [seal]  #02002631			
1.13.2 Name & Title of Notary or Justice of the Peace <u>GINGER DiFalco, Admin. Asst.</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Dr. Judith Fillion, Director	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>May 31, 2007</u>			
1.18 Approval by the Governor & Council By _____ On: _____			

State of New Hampshire
 Department of Education
 Educator Information System (EIS) Acquisition, Implementation, and Support
 Contract 2007-052
 Statement of Work

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State of New Hampshire
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 Educator Information System (EIS) Acquisition, Implementation, and Support
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TERMS AND DEFINITIONS

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Criteria	The criteria a product must meet to successfully complete a test phase or meet delivery requirements.
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.
Agency	"Agency" shall mean any board, department, commission, hospital, sanitarium, home, library, school, college, prison or other institution conducted or operated by or for the state of New Hampshire, per reference RSA 21-I:11.
Agreement	A contract duly executed and legally binding.
BOC	The New Hampshire Department of Education Bureau of Credentialing
Certification or Certify	Written Certification and full supporting and written (including, without limitation, test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
CCP	Change Control Procedures
Change Order	Formal documentation prepared for a proposed change in the specifications.
COTS	Commercial Off-The-Shelf Software applications
CM	Configuration Management
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract..
Contract	Contract means this contract, which consists of the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all 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.

State of New Hampshire
 Department of Education
 Educator Information System (EIS) Acquisition, Implementation, and Support
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Data	The State's records, files, forms, data and other documents or information that shall be used or converted by the Contractor for processing during the Contract Term.
Deficiencies	<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; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - services were inadequate and require re-performance.</p> <p>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.</p> <p>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.</p>
Deliverables	A deliverable is any Written, Software, Non-Software, or Written Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a contract requirement.
Documentation	All information which describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
EEC	Experienced Educator Credential
EIS	Educator Information System – The new system to be developed.
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of the Contractor'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

State of New Hampshire
 Department of Education
 Educator Information System (EIS) Acquisition, Implementation, and Support
 Contract 2007-052
 Statement of Work

	rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Council	The New Hampshire Governor and Executive Council.
Help Desk	The Department of Education Help Desk.
IPDP	Individualized Professional Development Plan; part of the Alternative 4 process.
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.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
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.
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.
Notice to Proceed (NTP)	The State Contract Manager's direction to the Contractor to begin work on the Contract on a given date and time.
Not to Exceed Contract	A contract with a maximum price the State will pay for all completed deliverables.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
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	System is operating fully functional, all data has been loaded into 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 Activities/Documents preside in the event of a conflict or ambiguity.
PAF	Personnel Action Form
Praxis	A teacher test required for some credentials. An electronic interface should exist to receive Praxis test results and match to applicants records.

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Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contractor 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 Managers	The persons identified who shall function as the State's and Vendor's representative with regard to review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of the Change Control Procedures (CCP). Project Management occurs at the individual agency project implementation levels represented as attachments of the contract.
Proposal	Written proposal in response to RFP.
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 contained in the Statement of Work for a Deliverable. If none is specified then five (5) business days will apply.
RFP	Request For Proposal 2007-052.
SAU	School Administrative Unit
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other project events and activities under this Contract.
Software	All custom Software and COTS Software provided by Hupp Information Technologies under the Contract
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting Deliverables.
State	STATE is defined as: State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 120 Concord, NH 03301 Reference to the term "State" shall include applicable Agencies.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
State	STATE is defined as:

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	State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable Agencies.
State Confidential Information	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 New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
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 Project Leader	State's representative with regard to project oversight.
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 Vendor. The SOW defines the results that Vendor remains responsible and accountable for achieving.
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).
System	The collection of all Software functioning together with the Data in accordance with applicable specifications.
TBD	To Be Determined.
Vendor	Any individual, firm or corporation which is invited to submit a proposal to supply data processing resources capable of satisfying State specified requirements.
Warranty Period	That period following the Acceptance Date during which Vendor will provide Software product support and/or maintenance to the State at no charge, subject to any extensions for any Class A Defect and no more than five (5) Class B Defect, corrections.
Warranty Services	The services to be provided during the Warranty Period.
Warranty Releases	Software code that is provided to the State as a remedy for Defects documented during the warranty period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract, as updated in accordance with Section 6 of the Contract. Each revision to the Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State.

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Written Deliverables	Non software written deliverable documentation (letter, report, manual, book, other) provided by Vendor either in paper or electronic format.
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This Contract is by and between the State of New Hampshire, Department of Education ("State"), and Hupp Information Technologies, ("Contractor" or "The Contractor") having its principal place of business at 32 Foresters Lane, Springfield, IL 62704 to develop a comprehensive Software Solution for the collection, tracking, and reporting of educator credentials.

RECITALS

The State issued Request for Proposal 2007-052 to procure an Educator Information Custom Software System and associated Services to recode and customize, for the Educator Information System (EIS) implementation for the NH Department of Education;

Hupp Information Technologies submitted a Proposal in response to RFP 2007-052; and

The State desires to have Hupp Information Technologies implement the proposed EIS Transfer System Software for the State, with associated Services;

THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Contract Documents, the parties agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- 1) Statement of Work
- 2) Exhibit A Contract Deliverables
- 3) Exhibit B Price and Payment Schedule
- 4) Exhibit C Special Provisions
- 5) Exhibit D Administrative Services
- 6) Exhibit E Implementation Service
- 7) Exhibit F Testing Services
- 8) Exhibit G Maintenance and Support Services
- 9) Exhibit H Priority Requirements- Hupp Information Technologies Responses
- 10) Exhibit I Work Plan
- 11) Exhibit J Software License and Related Terms
- 12) Exhibit K Warranty and Warranty Services
- 13) Exhibit L Training Services
- 14) Exhibit M NHDOE RFP 2007-052 with Addendums
- 15) Exhibit N Contractor Proposal by Reference
- 16) Exhibit O Certificate of Vote
- 17) Exhibit P Certificate of Authority
- 18) Exhibit Q Certificate of Insurance
- 19) Exhibit R Performance Bond
- 20) Exhibit S Proposal Transmittal Form Letter

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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. *The State of New Hampshire Terms and Conditions*, as stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6.
- b. State of New Hampshire, Department of Education Contract 2007-052.
- c. RFP 2007-052 NH Educator Information System, dated 10/12/2006, with Addendums (1) incorporated; then
- d. The Contractor Proposal to RFP 2007-052, dated 11/17/2006 with BAFO incorporated; then
- e. The IT Project Required Work Procedures, Section G-2 of the RFP

1.3 Non-Exclusive, Firm Fixed Price Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. Hupp Information Technologies shall not be responsible for any delay, act, or omission of such other contractors, except that the Hupp Information Technologies shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Hupp Information Technologies.

2. CONTRACT TERM

2.1 Term

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Contract shall begin on the Effective Date and shall not extend beyond 06/30/2013.

Hupp Information Technologies shall commence work upon issuance of a Notice to Proceed by the State. If Hupp Information Technologies commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Hupp Information Technologies and the State shall be under no obligation to pay Hupp Information Technologies for any costs incurred or Services performed.

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Time is of the essence in the performance of Hupp Information Technologies obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit B: *Price and Payment Schedule*.

4. CONTRACT MANAGEMENT

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

4.1 Hupp Information Technologies Contract Manager

Hupp Information Technologies shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Hupp Information Technologies Contract Manager is:

Dean Hupp
President/Contract Manager/Project Manager, Hupp Information Technologies
32 Foresters Lane
Springfield, IL 62704
TEL: 217-816-4877
FAX: 217-698-0639
EMAIL: dhupp@huppinfotech.com

or a designated successor.

4.2 Hupp Information Technologies Project Manager

4.2.1 Contract Project Manager

Hupp Information Technologies shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Hupp Information Technologies selection of its Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, background checks, and an interview. The State may require removal or reassignment of Hupp Information Technologies Project Manager who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

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- 4.2.2 The Hupp Information Technologies Project Manager shall have full authority to make binding decisions under the Contract, and shall function as Hupp Information Technologies representative for all administrative and management matters. Hupp Information Technologies Project Manager shall perform the duties required under the Contract. Including, but not limited to, those set forth in Contract Exhibit I, Section 2. The Hupp Information Technologies 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. Hupp Information Technologies Project Manager must work diligently and use his/ her best efforts on the Project. Hupp Information Technologies Project Manager must be qualified to perform the obligations required of the position under the Contract.
- 4.2.3 Hupp Information Technologies shall not change its assignment of the Hupp Information Technologies Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Hupp Information Technologies Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Hupp Information Technologies Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. Hupp Information Technologies shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Hupp Information Technologies 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 Hupp Information Technologies in default and pursue its remedies at law and in equity, if Hupp Information Technologies fails to assign a Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 The Hupp Information Technologies Project Manager is:

Dean Hupp
President/Contract Manager/Project Manager, Hupp Information Technologies
32 Foresters Lane
Springfield, IL 62704
TEL: 217-816-4877
FAX: 217-698-0639
EMAIL: dhupp@huppinfootech.com

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4.3 Hupp Information Technologies Key Project Staff

- 4.3.1 Hupp Information Technologies shall assign Key Project Staff who meet the requirements of the Contract, and can implement the EIS software solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Hupp Information Technologies Key Project Staff. The State reserves the right to require removal or reassignment of Hupp Information Technologies Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.
- 4.3.2 Hupp Information Technologies shall not change any Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Hupp Information Technologies Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than the Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described above in SOW Section 4.2.1 and in SOW Section 4.10: *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 Hupp Information Technologies in default and to pursue its remedies at law and in equity, if Hupp Information Technologies fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 Hupp Information Technologies Key Project Staff shall consist of the following individuals in the roles identified below:

Key Members of the Hupp Information Technologies Team are:

<u>Key Member(s)</u>	<u>Title</u>
Dean Hupp	Contract/Project Manager
Peter Holt	Database Administrator
Eric Goodson	Team Leader
Brian Decker	Object Specialist
Joshua Kinder	Programmer
Donna Schroeder	Programmer
Jennifer Andruskevitch	Trainer

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Stefani Sinclair
TBD

Tester
Tester

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:

Dr. Judith Fillion, Director
Department of Education, Division of Program Support
101 Pleasant St., Concord, NH 03301
TEL: (603) 271-3855
FAX: (603) 271-8709
EMAIL: jfillion@ed.state.nh.us

or a designated successor.

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:

Joe Pipinias, Education Consultant III
Department of Education, Division of Program Support
101 Pleasant St., Concord, NH 03301
TEL: (603) 271-0448
FAX: (603) 271-8709
EMAIL: jpipinias@ed.state.nh.us

or a designated successor.

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The State Office of Information Technology Project Manager is:

Chris Hensel
Office of Information Technology Management
101 Pleasant St., Concord, NH 03301
TEL: (603) 271-3884
FAX: (603) 271-7328
EMAIL: Chris.Hensel@oit.nh.gov

or a designated successor.

4.6 Meetings and Reports

The State believes that effective communication and reporting is essential to Project success.

Hupp Information Technologies Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

Introductory Meeting: Participants will include Hupp Information Technologies Key Project Staff and State Project Leaders from the Department of Education and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Kickoff Meeting: Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings, which will be conducted at least bi-weekly will address overall project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from Hupp Information Technologies shall serve as the basis for discussion.

The Work Plan: must be reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.

Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

The Hupp Information Technologies Project Manager or Hupp Information Technologies Key Project Staff shall submit bi-weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and

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- f. Issues and concerns requiring resolution.

As reasonably requested by the State, Hupp Information Technologies shall provide the State with information or reports regarding the Project. Hupp Information Technologies 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.

4.7 State-Owned Documents and Data

Hupp Information Technologies shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, Hupp Information Technologies 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. State-Owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

Hupp Information Technologies 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.

Hupp Information Technologies 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. Hupp Information Technologies and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying State and federal officials. 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 termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. Hupp Information Technologies 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 Hupp Information Technologies 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.

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4.9 Accounting Requirements

Hupp Information Technologies 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.

4.10 Background Checks

The State may, at its sole expense, conduct background screening of Hupp Information Technologies Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

5. DELIVERABLES

5.1 Deliverables and Services

Hupp Information Technologies shall provide the State with the Deliverables and Services required under this Contract, and as more fully set forth herein and in Contract Exhibit A: *Contract Deliverables*.

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Hupp Information Technologies 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 Hupp Information Technologies in writing of its Acceptance or rejection of the Deliverable within (5) business days of the State's receipt of Hupp Information Technologies Written Certification.

If the State rejects the Deliverable, the State shall notify Hupp Information Technologies of the nature and class of the Deficiency and Hupp Information Technologies shall correct the Deficiency within the period identified in the Work Plan. If no period for Hupp Information Technologies correction of the Deliverable is identified, Hupp Information Technologies 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 Hupp Information Technologies of its Acceptance or rejection thereof, with the option to extend the review period up to five (5) additional business days.

If Hupp Information Technologies fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Hupp Information Technologies to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Hupp Information Technologies in default, and pursue its remedies at law and in equity.

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5.3 System/Software Testing and Acceptance

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

6. SOFTWARE

6.1 EIS Software and Documentation

Hupp Information Technologies shall provide the State with EIS Software licenses and Documentation set forth in Contract Exhibit J: *Software License and Related Terms*.

6.2 EIS Software Support and Maintenance

Hupp Information Technologies shall provide the State with EIS Software support and maintenance Services set forth in Contract Exhibit J: *Software License and Related Terms*.

6.3 Custom Software and Documentation

Hupp Information Technologies shall provide the State with Custom Software as set forth under the Contract, subject to the license set forth in SOW Section 11: *Intellectual Property*, herein.

6.4 Custom Software Support and Maintenance

Hupp Information Technologies shall provide the State with Custom Software support and maintenance Services set forth in Contract Exhibit G: *Maintenance and Support Services*.

7. WARRANTY

Hupp Information Technologies shall provide the Warranties and Warranties Services set forth in Contract Exhibit K: *Warranty and Warranty Services*.

8. SERVICES

Hupp Information Technologies shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

8.1 Administrative Services

Hupp Information Technologies shall provide the State with the Administrative Services set forth in Contract Exhibit D: *Administrative Services*.

8.2 Implementation Services

Hupp Information Technologies shall provide the State with the Implementation Services set forth in Contract Exhibit E: *Implementation Services*.

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8.3 Testing Services

Hupp Information Technologies shall perform Testing Services for the State set forth in, Contract Exhibit F: *Testing Services*.

8.4 Training Services

Hupp Information Technologies shall provide the State with Training Services set forth in Contract Exhibit L: *Training Services*.

8.5 Maintenance and Support Services

Hupp Information Technologies shall provide the State with Maintenance and Support Services for the Software set forth in Contract Exhibit G: *System Maintenance and Support*.

9. WORK PLAN DELIVERABLE

Hupp Information Technologies 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.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Hupp Information Technologies shall update the Work Plan as necessary, but no less than bi-weekly, 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 must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Hupp Information Technologies from liability to the State for damages resulting from Hupp Information Technologies 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, Hupp Information Technologies must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Hupp Information Technologies or the State causing the problem; its estimated duration; 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 Hupp Information Technologies 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 Hupp Information Technologies failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within ten (10) business days of Hupp Information Technologies receipt of a Change Order, Hupp Information Technologies shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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Hupp Information Technologies 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 respond to Hupp Information Technologies requested Change Order within ten (10) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Orders shall be subject to the Contract amendment process, as determined to apply by the State.

11. INTELLECTUAL PROPERTY

11.1 Deliverables

The State's rights in Deliverables shall be for purposes of the State's business only. The term "Deliverables" shall mean information and the Deliverables, including, but not limited to, the Deliverables identified in Exhibit A (Deliverables), reports, documents, templates, studies, strategies, operating models, technical architectures, design ware, software objects, software programs, custom software, source code, object code, specifications, documentation, abstracts and summaries thereof, and other work product and materials which are originated and prepared for the State (either independently or in concert with the State or third parties) during the course of Hupp Information Technologies performance under the Contract. All right, title and interest in State Data shall remain with the State.

11.2 State's Title

The State shall hold all ownership, title, and rights in any Software developed in connection with performance of obligations under the Contract or modifications to the software and their associated documentation. The State shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed under the contract and to authorize others to do so.

Title, right, and interest (including all ownership and Intellectual Property rights) in the EIS software shall remain with the State Department of Education. Hupp Information Technologies agrees that, in the event that Hupp Information Technologies infringes State's intellectual property rights, the State may pursue all remedies against Hupp Information Technologies notwithstanding any provision of this Contract, including the limitation of liability.

11.3 State's Business

The State's rights in such Deliverables shall be unrestricted.

11.4 Hupp Information Technologies Materials

Subject to the provisions of this Contract, Hupp Information Technologies may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Hupp Information

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Technologies shall not distribute any products containing or disclose any State Confidential Information. Hupp Information Technologies shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Hupp Information Technologies employees or third party consultants engaged by Hupp Information Technologies.

11.5 WWW Copyright and Intellectual Property Rights

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

11.6 Software Source Code

Hupp Information Technologies shall provide the State with the source code for the Software.

11.7 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, Hupp Information Technologies may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Hupp Information Technologies shall not use the State Confidential Information except as directly connected to and necessary for Hupp Information Technologies performance under the Contract, unless otherwise permitted under the Contract.

12.2 State Confidential Information

Hupp Information Technologies shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Hupp Information Technologies in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Hupp Information Technologies shall immediately notify the State if any request, subpoena or other legal process is served upon Hupp Information Technologies regarding the State Confidential

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Information, and Hupp Information Technologies shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, Hupp Information Technologies shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 Hupp Information Technologies Confidential Information

Insofar as Hupp Information Technologies seeks to maintain the confidentiality of its confidential information, Hupp Information Technologies must clearly identify in writing all information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that Hupp Information Technologies considers the Software, Data, and Documentation to be confidential information. Hupp Information Technologies acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable state and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Hupp Information Technologies as confidential, the State shall notify Hupp Information Technologies and specify the date the State will be releasing the requested information. At the request of the State, Hupp Information Technologies shall cooperate and assist the State with the collection and review of Hupp Information Technologies information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Hupp Information Technologies sole responsibility and at Hupp Information Technologies sole expense. If Hupp Information Technologies fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Hupp Information Technologies without any liability to Hupp Information Technologies.

12.4 Survival

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Hupp Information Technologies notice of such termination.

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13.2 Compliance by Hupp Information Technologies with Laws and Regulations: Equal Employment Opportunity

13.2.1 In connection with the performance of the Contract, Hupp Information Technologies shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon Hupp Information Technologies, including, but not limited to, civil rights and equal opportunity laws. Hupp Information Technologies shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.

13.2.2 During the term of the Contract, Hupp Information Technologies shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, Hupp Information Technologies 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 issues to implement these regulations. Hupp Information Technologies further agrees to permit the State or United States, access to any of Hupp Information Technologies pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Government Approvals

Hupp Information Technologies shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Hupp Information Technologies with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow Hupp Information Technologies to perform its obligations under the Contract.

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13.5 Personnel

13.5.1 The performance of Hupp Information Technologies obligations under the Contract shall be carried out by Hupp Information Technologies. Hupp Information Technologies shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform its obligations under the Contract.

13.5.2 Hupp Information Technologies shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The Commissioner of the Department of Education, or designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

13.6 Dispute Resolution

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

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

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Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Hupp Information Technologies, Team Leader	State Contract Manager	5 Business Days
First	Hupp Information Technologies, Contract Manager	Department of Education, Deputy Commissioner	10 Business Days
Second	Hupp Information Technologies, Owner/Manager	Department of Education, Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

13.7 Termination

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide Hupp Information Technologies written notice of default, and Hupp Information Technologies must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If Hupp Information Technologies fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare Hupp Information Technologies in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares Hupp Information Technologies in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to Hupp Information Technologies under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and Hupp Information Technologies shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or

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penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.2 In the event of default by the State, Hupp Information Technologies shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by Hupp Information Technologies.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Hupp Information Technologies. In the event of a termination for convenience, the State shall pay Hupp Information Technologies the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.7.2.2 During the thirty (30) day period, Hupp Information Technologies shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.7.3 Termination for Conflict of Interest

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance. The State shall pay all other contracted payments that would have become due and payable if Hupp Information Technologies did not know, or reasonably did not know, of the conflict of interest.

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13.7.2.2 In the event the Contract is terminated as provided above and Hupp Information Technologies knew or should have known of such a conflict, the State shall be entitled to declare Hupp Information Technologies in default, and to pursue remedies available at law and in equity.

13.7.4 Termination Procedure

13.7.4.1 After receipt of a notice of termination, and except as otherwise directed by the State, Hupp Information Technologies shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this SOW Section;
- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of Hupp Information Technologies and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Hupp Information Technologies has surrendered to the State all said property.
- f. Assist in transition services, as reasonable requested by the State at no additional cost.

13.8 Force Majeure

Neither Hupp Information Technologies nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Hupp Information Technologies inability to hire or provide personnel needed for its performance under the Contract.

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13.9 Hupp Information Technologies Relation to the State

In the performance of the Contract, Hupp Information Technologies is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Hupp Information Technologies nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.10 Assignment, Delegation and Subcontracts

13.10.1 Hupp Information Technologies shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

13.10.2 Hupp Information Technologies shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: not relieve Hupp Information Technologies of any of its obligations under the Contract; not affect any remedies available to the State against Hupp Information Technologies that may arise from any event of default; and the State shall consider Hupp Information Technologies to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit Hupp Information Technologies from assigning the Contract to the successor of all or substantially all of the assets or business of Hupp Information Technologies provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Hupp Information Technologies should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with Hupp Information Technologies, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Hupp Information Technologies its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Hupp Information Technologies, its successors or assigns.

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13.11 Indemnification

13.11.1 Hupp Information Technologies shall indemnify, defend 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 Hupp Information Technologies, its personnel or agents in connection with Hupp Information Technologies performance of the Contract.

13.11.2 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.

13.11.3 Survival

This SOW Section 13.11: *Indemnification*, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Hupp Information Technologies shall not exceed 1.5 times the total Contract price set forth in SOW Section 1.8 of the General Provisions, form (P-37).

13.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall Hupp Information Technologies be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Hupp Information Technologies liability to the State shall not exceed 1.5 times the total Contract price set forth in SOW Section 1.8 of the General Provisions, form (P-37). Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to Hupp Information Technologies indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

13.12.3 State's Immunity

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 shall survive termination or Contract Conclusion.

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13.12.4 Survival

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract Conclusion.

13.13 Insurance

13.13.1 Hupp Information Technologies Insurance Requirement

Hupp Information Technologies shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

13.14 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of Hupp Information Technologies.

13.15 Notice

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO THE CONTRACTOR:

Hupp Information Technologies
32 Forester Lane
Springfield, IL 62704
Tel: (217) 816-4877

TO STATE:

State of New Hampshire
Department of Education
101 Pleasant Street
Concord, NH 03301
Tel: (603) 271-3855
Attn: Dr. Judith Fillion

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13.16 Amendment

The Contract 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.

13.17 Construction of Contract and Terms

The Contract 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 successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.18 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

13.19 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

13.20 Contract Exhibits

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

13.21 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

13.22 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings.

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1. **DELIVERABLES, MILESTONES AND ACTIVITIES**

Hupp Information Technologies shall provide the State with an Educator Information System (EIS) which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, Hupp Information Technologies shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the schedule described below in Section 2 of this Exhibit. Commencement of work on Phase II as well as post warranty maintenance and support is optional at the discretion of the State and requires a written Notice to Proceed.

Pricing for Deliverables is detailed in Contract Exhibit B: *Price and Payment Schedule*.

2. **DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

2.1 **Initial Implementation Schedule – Activities / Deliverables / Milestones**

2.1-1 **Table 1: Detailed Project Schedule Phase I and Optional Phase II**

Deliverable	Hours	Start	Finish
EIS Development Project	14,788.35 hrs	6/4/2007	9/17/2008
Phase I	13,372.35 hrs	6/4/2007	7/15/2008
Initiation Phase	136 hrs	6/4/2007	6/13/2007
Project Work Plan	24 hrs	6/4/2007	6/5/2007
Business Process Improvement Plan	16 hrs	6/5/2007	6/5/2007
Communications and Change Management Plan	16 hrs	6/5/2007	6/6/2007
Software Change Control Process Document	16 hrs	6/6/2007	6/7/2007
Risk and Issue Management Plan	16 hrs	6/7/2007	6/11/2007
Scope Creep Management Plan	16 hrs	6/11/2007	6/12/2007
Quality Assurance Management Plan	16 hrs	6/12/2007	6/12/2007
Conduct Project Kickoff Meeting	16 hrs	6/12/2007	6/13/2007
Pre-Configuration/Design Phase	352 hrs	6/13/2007	7/12/2007
Conduct JAD Meetings	60 hrs	6/13/2007	6/19/2007
Documentation of Operations Processes	60 hrs	6/19/2007	6/25/2007
Recommended Improvements to Business Processes	60 hrs	6/25/2007	6/28/2007
Software Configuration / Logical Design Document	60 hrs	6/28/2007	7/4/2007
Documentation and .Net Development Standards	8 hrs	7/4/2007	7/4/2007
Requirements Trace Ability Matrix	16 hrs	7/4/2007	7/5/2007
Recommended Upgrades to Infrastructure	16 hrs	7/5/2007	7/9/2007
Knowledge Transfer Plan	16 hrs	7/9/2007	7/9/2007
Specifications of Various Technical Environments	16 hrs	7/9/2007	7/10/2007
Conduct Information Architecture Review	16 hrs	7/10/2007	7/11/2007
Final Work Plan	24 hrs	7/11/2007	7/12/2007
Configuration Phase	160 hrs	7/12/2007	7/26/2007
Systems Interface Plan and Design / Capability	24 hrs	7/12/2007	7/16/2007
Detailed Testing Plan	24 hrs	7/16/2007	7/18/2007
Data Conversion Plan and Design	24 hrs	7/18/2007	7/19/2007
Deployment Plan	24 hrs	7/19/2007	7/23/2007
Comprehensive Training Plan	24 hrs	7/23/2007	7/24/2007
Create Test Environment	24 hrs	7/24/2007	7/25/2007

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Deliverable	Hours	Start	Finish
End User Support Plan	16 hrs	7/25/2007	7/26/2007
Development Phase	11,404.35 hrs	7/26/2007	6/24/2008
Interface	356.23 hrs	7/26/2007	8/24/2007
Physical Design	96 hrs	7/26/2007	8/2/2007
Data Models	16 hrs	7/26/2007	7/30/2007
External Interfaces	16 hrs	7/30/2007	7/30/2007
Data Flow Diagrams	16 hrs	7/30/2007	7/31/2007
Requirements Document	16 hrs	7/31/2007	8/1/2007
Code Table Definitions	16 hrs	8/1/2007	8/2/2007
Project Meetings	16 hrs	8/2/2007	8/2/2007
Implementation	140.23 hrs	8/2/2007	8/10/2007
Define Menus	4.23 hrs	8/2/2007	8/6/2007
Define Tools and Toolbars	16 hrs	8/6/2007	8/6/2007
Define Look, Feel, Color Scheme	40 hrs	8/6/2007	8/7/2007
Build Data Connection Tools	40 hrs	8/7/2007	8/8/2007
Build Interface Interaction Tools	40 hrs	8/8/2007	8/10/2007
Testing	80 hrs	8/10/2007	8/17/2007
Produce Test Scripts	40 hrs	8/10/2007	8/14/2007
Conduct Unit and System Testing	16 hrs	8/14/2007	8/15/2007
Conduct Integration Testing	16 hrs	8/15/2007	8/16/2007
Conduct Volume / Stress Testing	8 hrs	8/16/2007	8/17/2007
User Acceptance Testing	40 hrs	8/17/2007	8/24/2007
Security	296 hrs	8/2/2007	8/31/2007
Physical Design	48 hrs	8/2/2007	8/8/2007
Data Models	8 hrs	8/2/2007	8/6/2007
External Interfaces	8 hrs	8/6/2007	8/6/2007
Data Flow Diagrams	8 hrs	8/6/2007	8/6/2007
Requirements Document	8 hrs	8/6/2007	8/7/2007
Code Table Definitions	8 hrs	8/7/2007	8/7/2007
Project Meetings	8 hrs	8/7/2007	8/8/2007
Implementation	128 hrs	8/10/2007	8/16/2007
Integrate With Common Log In Structure	16 hrs	8/10/2007	8/13/2007
Define All Appropriate User Roles	16 hrs	8/13/2007	8/13/2007
Ability to Add and Remove Users From User Roles	16 hrs	8/13/2007	8/14/2007
Ability to Add and Remove Roles From Users	16 hrs	8/14/2007	8/14/2007
Ability to Log Into System	16 hrs	8/14/2007	8/15/2007
Ability to Reset Account	16 hrs	8/15/2007	8/15/2007
Keep Audit Trail of All User Actions	16 hrs	8/15/2007	8/16/2007
Keep Audit Trail of All System Actions	16 hrs	8/16/2007	8/16/2007
Testing	80 hrs	8/17/2007	8/24/2007
Produce Test Scripts	40 hrs	8/17/2007	8/21/2007
Conduct Unit and System Testing	16 hrs	8/21/2007	8/22/2007
Conduct Integration Testing	16 hrs	8/22/2007	8/23/2007
Conduct Volume / Stress Testing	8 hrs	8/23/2007	8/24/2007
User Acceptance Testing	40 hrs	8/24/2007	8/31/2007
Code Table Maintenance	160 hrs	8/8/2007	9/7/2007
Physical Design	24 hrs	8/8/2007	8/9/2007

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Deliverable	Hours	Start	Finish
Data Models	4 hrs	8/8/2007	8/8/2007
External Interfaces	4 hrs	8/8/2007	8/8/2007
Data Flow Diagrams	4 hrs	8/8/2007	8/8/2007
Requirements Document	4 hrs	8/8/2007	8/8/2007
Code Table Definitions	4 hrs	8/8/2007	8/8/2007
Project Meetings	4 hrs	8/8/2007	8/9/2007
Implementation	16 hrs	8/16/2007	8/20/2007
Ability to Add/Update/Delete Codes	16 hrs	8/16/2007	8/20/2007
Testing	80 hrs	8/24/2007	8/31/2007
Produce Test Scripts	40 hrs	8/24/2007	8/28/2007
Conduct Unit and System Testing	16 hrs	8/28/2007	8/29/2007
Conduct Integration Testing	16 hrs	8/29/2007	8/30/2007
Conduct Volume / Stress Testing	8 hrs	8/30/2007	8/31/2007
User Acceptance Testing	40 hrs	8/31/2007	9/7/2007
Notes	168 hrs	8/9/2007	9/14/2007
Physical Design	24 hrs	8/9/2007	8/13/2007
Data Models	4 hrs	8/9/2007	8/9/2007
External Interfaces	4 hrs	8/9/2007	8/9/2007
Data Flow Diagrams	4 hrs	8/9/2007	8/9/2007
Requirements Document	4 hrs	8/9/2007	8/9/2007
Code Table Definitions	4 hrs	8/9/2007	8/13/2007
Project Meetings	4 hrs	8/13/2007	8/13/2007
Implementation	24 hrs	8/20/2007	8/20/2007
Ability to Add/Update/Delete System Notes	24 hrs	8/20/2007	8/20/2007
Testing	80 hrs	8/31/2007	9/7/2007
Produce Test Scripts	40 hrs	8/31/2007	9/4/2007
Conduct Unit and System Testing	16 hrs	9/4/2007	9/5/2007
Conduct Integration Testing	16 hrs	9/5/2007	9/6/2007
Conduct Volume / Stress Testing	8 hrs	9/6/2007	9/7/2007
User Acceptance Testing	40 hrs	9/7/2007	9/14/2007
Communications Log	176 hrs	8/13/2007	9/21/2007
Physical Design	32 hrs	8/13/2007	8/14/2007
Data Models	4 hrs	8/13/2007	8/13/2007
External Interfaces	8 hrs	8/13/2007	8/13/2007
Data Flow Diagrams	4 hrs	8/13/2007	8/13/2007
Requirements Document	8 hrs	8/13/2007	8/14/2007
Code Table Definitions	4 hrs	8/14/2007	8/14/2007
Project Meetings	4 hrs	8/14/2007	8/14/2007
Implementation	24 hrs	8/20/2007	8/21/2007
Ability to Add/Update/Delete Communication	24 hrs	8/20/2007	8/21/2007
Testing	80 hrs	9/7/2007	9/14/2007
Produce Test Scripts	40 hrs	9/7/2007	9/11/2007
Conduct Unit and System Testing	16 hrs	9/11/2007	9/12/2007
Conduct Integration Testing	16 hrs	9/12/2007	9/13/2007
Conduct Volume / Stress Testing	8 hrs	9/13/2007	9/14/2007
User Acceptance Testing	40 hrs	9/14/2007	9/21/2007
Help	208 hrs	8/14/2007	9/28/2007

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Deliverable	Hours	Start	Finish
Physical Design	40 hrs	8/14/2007	8/16/2007
Data Models	8 hrs	8/14/2007	8/15/2007
External Interfaces	4 hrs	8/15/2007	8/15/2007
Data Flow Diagrams	8 hrs	8/15/2007	8/15/2007
Requirements Document	8 hrs	8/15/2007	8/15/2007
Code Table Definitions	4 hrs	8/15/2007	8/16/2007
Project Meetings	8 hrs	8/16/2007	8/16/2007
Implementation	48 hrs	8/21/2007	8/22/2007
Ability to Display Help Text	24 hrs	8/21/2007	8/22/2007
Ability to Add/Update/Delete Help Text	24 hrs	8/22/2007	8/22/2007
Testing	80 hrs	9/14/2007	9/21/2007
Produce Test Scripts	40 hrs	9/14/2007	9/18/2007
Conduct Unit and System Testing	16 hrs	9/18/2007	9/19/2007
Conduct Integration Testing	16 hrs	9/19/2007	9/20/2007
Conduct Volume / Stress Testing	8 hrs	9/20/2007	9/21/2007
User Acceptance Testing	40 hrs	9/21/2007	9/28/2007
Test Maintenance	240 hrs	8/16/2007	10/5/2007
Physical Design	56 hrs	8/16/2007	8/22/2007
Data Models	8 hrs	8/16/2007	8/16/2007
External Interfaces	8 hrs	8/16/2007	8/20/2007
Data Flow Diagrams	8 hrs	8/20/2007	8/20/2007
Requirements Document	16 hrs	8/20/2007	8/21/2007
Code Table Definitions	8 hrs	8/21/2007	8/21/2007
Project Meetings	8 hrs	8/21/2007	8/22/2007
Implementation	64 hrs	8/23/2007	8/27/2007
Ability to Define Add/Update/Delete Tests	16 hrs	8/23/2007	8/23/2007
Ability to Define Tests for Certificates	16 hrs	8/23/2007	8/23/2007
Ability to Define Tests for Areas	16 hrs	8/24/2007	8/27/2007
Ability to Add/Update/Delete Test Scores	16 hrs	8/27/2007	8/27/2007
Testing	80 hrs	9/21/2007	9/28/2007
Produce Test Scripts	40 hrs	9/21/2007	9/25/2007
Conduct Unit and System Testing	16 hrs	9/25/2007	9/26/2007
Conduct Integration Testing	16 hrs	9/26/2007	9/27/2007
Conduct Volume / Stress Testing	8 hrs	9/27/2007	9/28/2007
User Acceptance Testing	40 hrs	9/28/2007	10/5/2007
Test Score Import	192 hrs	8/22/2007	10/12/2007
Physical Design	48 hrs	8/22/2007	8/27/2007
Data Models	8 hrs	8/22/2007	8/22/2007
External Interfaces	8 hrs	8/22/2007	8/22/2007
Data Flow Diagrams	8 hrs	8/22/2007	8/23/2007
Requirements Document	8 hrs	8/23/2007	8/23/2007
Code Table Definitions	8 hrs	8/23/2007	8/23/2007
Project Meetings	8 hrs	8/23/2007	8/27/2007
Implementation	24 hrs	8/27/2007	8/28/2007
Import test scores	24 hrs	8/27/2007	8/28/2007
Testing	80 hrs	9/28/2007	10/5/2007
Produce Test Scripts	40 hrs	9/28/2007	10/2/2007

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Deliverable	Hours	Start	Finish
Conduct Unit and System Testing	16 hrs	10/2/2007	10/3/2007
Conduct Integration Testing	16 hrs	10/3/2007	10/4/2007
Conduct Volume / Stress Testing	8 hrs	10/4/2007	10/5/2007
User Acceptance Testing	40 hrs	10/5/2007	10/12/2007
Approved Program Tracking	288 hrs	8/27/2007	10/19/2007
Physical Design	96 hrs	8/27/2007	9/3/2007
Data Models	16 hrs	8/27/2007	8/27/2007
External Interfaces	16 hrs	8/27/2007	8/28/2007
Data Flow Diagrams	16 hrs	8/28/2007	8/29/2007
Requirements Document	16 hrs	8/29/2007	8/30/2007
Code Table Definitions	16 hrs	8/30/2007	8/30/2007
Project Meetings	16 hrs	8/30/2007	9/3/2007
Implementation	72 hrs	9/3/2007	9/5/2007
Ability to Add/Update/Delete Education Institutions	16 hrs	9/3/2007	9/4/2007
Ability to Add/Update/Delete Areas	40 hrs	9/4/2007	9/5/2007
Ability to Assign Areas to Institutions	16 hrs	9/5/2007	9/5/2007
Testing	80 hrs	10/5/2007	10/12/2007
Produce Test Scripts	40 hrs	10/5/2007	10/9/2007
Conduct Unit and System Testing	16 hrs	10/9/2007	10/10/2007
Conduct Integration Testing	16 hrs	10/10/2007	10/11/2007
Conduct Volume / Stress Testing	8 hrs	10/11/2007	10/12/2007
User Acceptance Testing	40 hrs	10/12/2007	10/19/2007
Base Educator Records	334.12 hrs	9/3/2007	10/26/2007
Physical Design	94.12 hrs	9/3/2007	9/10/2007
Data Models	18.82 hrs	9/3/2007	9/4/2007
External Interfaces	9.42 hrs	9/4/2007	9/4/2007
Data Flow Diagrams	18.82 hrs	9/4/2007	9/5/2007
Requirements Document	18.82 hrs	9/5/2007	9/6/2007
Code Table Definitions	9.42 hrs	9/6/2007	9/10/2007
Project Meetings	18.82 hrs	9/10/2007	9/10/2007
Implementation	120 hrs	9/10/2007	9/17/2007
Ability to Add/Update/Delete Educators	80 hrs	9/10/2007	9/13/2007
Ability to Add/Update/Delete Educator Degrees	40 hrs	9/13/2007	9/17/2007
Testing	80 hrs	10/12/2007	10/19/2007
Produce Test Scripts	40 hrs	10/12/2007	10/16/2007
Conduct Unit and System Testing	16 hrs	10/16/2007	10/17/2007
Conduct Integration Testing	16 hrs	10/17/2007	10/18/2007
Conduct Volume / Stress Testing	8 hrs	10/18/2007	10/19/2007
User Acceptance Testing	40 hrs	10/19/2007	10/26/2007
Base Certification Record	648 hrs	9/10/2007	11/2/2007
Physical Design	96 hrs	9/10/2007	9/18/2007
Data Models	16 hrs	9/10/2007	9/11/2007
External Interfaces	16 hrs	9/11/2007	9/12/2007
Data Flow Diagrams	15 hrs	9/12/2007	9/13/2007
Requirements Document	16 hrs	9/13/2007	9/13/2007
Code Table Definitions	16 hrs	9/13/2007	9/17/2007
Project Meetings	16 hrs	9/17/2007	9/18/2007

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Deliverable	Hours	Start	Finish
Implementation	432 hrs	9/18/2007	10/9/2007
Ability to Add/Update/Delete Certificates	80 hrs	9/18/2007	9/20/2007
Ability to Add/Update/Delete Endorsements	40 hrs	9/20/2007	9/24/2007
Ability to Process Alternative Certificates	40 hrs	9/24/2007	9/25/2007
Credential Pick List for Alternative	40 hrs	9/25/2007	9/27/2007
Ability to Handle Paraprofessional Certificates	40 hrs	9/27/2007	10/1/2007
Ability to Handle Vocational Certificates	40 hrs	10/1/2007	10/2/2007
Ability to Store Prior Names	40 hrs	10/2/2007	10/3/2007
Ability to Enter Form 008 Information	32 hrs	10/3/2007	10/4/2007
Ability to Check for Suspended / Revoked Certificates	40 hrs	10/4/2007	10/8/2007
Ability To Issue Certificates Upon Test Import	16 hrs	10/8/2007	10/8/2007
Data Correction Screen for Certification Data	16 hrs	10/8/2007	10/9/2007
Conform to Current Numbering Scheme	8 hrs	10/9/2007	10/9/2007
Testing	80 hrs	10/19/2007	10/26/2007
Produce Test Scripts	40 hrs	10/19/2007	10/23/2007
Conduct Unit and System Testing	16 hrs	10/23/2007	10/24/2007
Conduct Integration Testing	16 hrs	10/24/2007	10/25/2007
Conduct Volume / Stress Testing	8 hrs	10/25/2007	10/26/2007
User Acceptance Testing	40 hrs	10/26/2007	11/2/2007
Fees	360 hrs	9/18/2007	11/9/2007
Physical Design	80 hrs	9/18/2007	9/24/2007
Data Models	8 hrs	9/18/2007	9/18/2007
External Interfaces	16 hrs	9/18/2007	9/19/2007
Data Flow Diagrams	16 hrs	9/19/2007	9/20/2007
Requirements Document	16 hrs	9/20/2007	9/20/2007
Code Table Definitions	8 hrs	9/20/2007	9/24/2007
Project Meetings	16 hrs	9/24/2007	9/24/2007
Implementation	160 hrs	10/9/2007	10/17/2007
Ability to Process Credit Card Payments	40 hrs	10/9/2007	10/10/2007
Ability to Handle Checks	40 hrs	10/10/2007	10/12/2007
Ability to Return Checks	40 hrs	10/12/2007	10/15/2007
Ability to Refund Fees	40 hrs	10/15/2007	10/17/2007
Testing	80 hrs	10/26/2007	11/2/2007
Produce Test Scripts	40 hrs	10/26/2007	10/30/2007
Conduct Unit and System Testing	16 hrs	10/30/2007	10/31/2007
Conduct Integration Testing	16 hrs	10/31/2007	11/1/2007
Conduct Volume / Stress Testing	8 hrs	11/1/2007	11/2/2007
User Acceptance Testing	40 hrs	11/2/2007	11/9/2007
Certificate Deficiencies	736 hrs	9/24/2007	11/22/2007
Physical Design	96 hrs	9/24/2007	10/2/2007
Data Models	16 hrs	9/24/2007	9/25/2007
External Interfaces	8 hrs	9/25/2007	9/25/2007
Data Flow Diagrams	16 hrs	9/25/2007	9/26/2007
Requirements Document	24 hrs	9/26/2007	9/27/2007
Code Table Definitions	16 hrs	9/27/2007	10/1/2007
Project Meetings	16 hrs	10/1/2007	10/2/2007
Implementation	520 hrs	10/17/2007	11/8/2007

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Deliverable	Hours	Start	Finish
Ability to Create Certificate/Endorsement Checklists	80 hrs	10/17/2007	10/22/2007
Ability to Verify Receipt of Required Documents	80 hrs	10/22/2007	10/24/2007
New Deficiency Report Upon Receipt of New Documents	80 hrs	10/24/2007	10/29/2007
Issue Certificates when all Deficiencies Are Removed	80 hrs	10/29/2007	10/31/2007
Set Up Table Driven Certificate/Endorsement Checklists	120 hrs	10/31/2007	11/6/2007
Deficiency Letter	80 hrs	11/6/2007	11/8/2007
Testing	80 hrs	11/9/2007	11/15/2007
Produce Test Scripts	40 hrs	11/9/2007	11/13/2007
Conduct Unit and System Testing	16 hrs	11/13/2007	11/14/2007
Conduct Integration Testing	16 hrs	11/14/2007	11/15/2007
Conduct Volume / Stress Testing	8 hrs	11/15/2007	11/15/2007
User Acceptance Testing	40 hrs	11/16/2007	11/22/2007
Printing Certificates	312 hrs	10/2/2007	11/29/2007
Physical Design	72 hrs	10/2/2007	10/8/2007
Data Models	8 hrs	10/2/2007	10/2/2007
External Interfaces	8 hrs	10/2/2007	10/2/2007
Data Flow Diagrams	16 hrs	10/2/2007	10/3/2007
Requirements Document	16 hrs	10/3/2007	10/4/2007
Code Table Definitions	8 hrs	10/4/2007	10/4/2007
Project Meetings	16 hrs	10/4/2007	10/8/2007
Implementation	120 hrs	11/9/2007	11/15/2007
Ability to Print and Reprint Certificates	40 hrs	11/9/2007	11/12/2007
Ability to Batch Print and Batch Reprint Certificates	80 hrs	11/12/2007	11/15/2007
Testing	80 hrs	11/16/2007	11/22/2007
Produce Test Scripts	40 hrs	11/16/2007	11/20/2007
Conduct Unit and System Testing	16 hrs	11/20/2007	11/21/2007
Conduct Integration Testing	16 hrs	11/21/2007	11/22/2007
Conduct Volume / Stress Testing	8 hrs	11/22/2007	11/22/2007
User Acceptance Testing	40 hrs	11/23/2007	11/29/2007
Renew Certificates	580 hrs	10/8/2007	12/17/2007
Physical Design	76 hrs	10/8/2007	10/11/2007
Data Models	16 hrs	10/8/2007	10/9/2007
External Interfaces	4 hrs	10/9/2007	10/9/2007
Data Flow Diagrams	16 hrs	10/9/2007	10/10/2007
Requirements Document	16 hrs	10/10/2007	10/10/2007
Code Table Definitions	8 hrs	10/10/2007	10/11/2007
Project Meetings	16 hrs	10/11/2007	10/11/2007
Implementation	384 hrs	11/15/2007	12/3/2007
Ability to Renew certificates	320 hrs	11/15/2007	11/29/2007
Ability to Check for Suspended / Revoked Certificates	64 hrs	11/29/2007	12/3/2007
Testing	80 hrs	12/4/2007	12/10/2007
Produce Test Scripts	40 hrs	12/4/2007	12/6/2007
Conduct Unit and System Testing	16 hrs	12/6/2007	12/7/2007
Conduct Integration Testing	16 hrs	12/7/2007	12/10/2007
Conduct Volume / Stress Testing	8 hrs	12/10/2007	12/10/2007
User Acceptance Testing	40 hrs	12/11/2007	12/17/2007
Online Institution Application Process	856 hrs	10/11/2007	1/14/2008

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Deliverable	Hours	Start	Finish
Physical Design	96 hrs	10/11/2007	10/22/2007
Data Models	16 hrs	10/11/2007	10/15/2007
External Interfaces	16 hrs	10/15/2007	10/16/2007
Data Flow Diagrams	16 hrs	10/16/2007	10/17/2007
Requirements Document	16 hrs	10/17/2007	10/17/2007
Code Table Definitions	16 hrs	10/17/2007	10/18/2007
Project Meetings	16 hrs	10/18/2007	10/22/2007
Implementation	640 hrs	12/3/2007	12/31/2007
Ability For Institution to Enter Student Credentials	320 hrs	12/3/2007	12/17/2007
Ability for Students to Apply For University Entered Credentials	320 hrs	12/18/2007	12/31/2007
Testing	80 hrs	1/1/2008	1/7/2008
Produce Test Scripts	40 hrs	1/1/2008	1/3/2008
Conduct Unit and System Testing	16 hrs	1/3/2008	1/4/2008
Conduct Integration Testing	16 hrs	1/4/2008	1/7/2008
Conduct Volume / Stress Testing	8 hrs	1/7/2008	1/7/2008
User Acceptance Testing	40 hrs	1/8/2008	1/14/2008
Online Applications	1,176 hrs	10/22/2007	2/25/2008
Physical Design	96 hrs	10/22/2007	10/29/2007
Data Models	16 hrs	10/22/2007	10/23/2007
External Interfaces	16 hrs	10/23/2007	10/23/2007
Data Flow Diagrams	16 hrs	10/23/2007	10/24/2007
Requirements Document	16 hrs	10/24/2007	10/25/2007
Code Table Definitions	16 hrs	10/25/2007	10/25/2007
Project Meetings	16 hrs	10/25/2007	10/29/2007
Implementation	960 hrs	1/1/2008	2/11/2008
Online Certificate Application	160 hrs	1/1/2008	1/7/2008
Ability to Process Alternative Certificates	160 hrs	1/8/2008	1/14/2008
Credential Pick List for Alternative	160 hrs	1/15/2008	1/21/2008
Ability to Check for Suspended / Revoked Certificates	160 hrs	1/22/2008	1/28/2008
Ability to Handle Paraprofessional Certificates	160 hrs	1/29/2008	2/4/2008
Ability to Handle Vocational Certificates	160 hrs	2/5/2008	2/11/2008
Testing	80 hrs	2/12/2008	2/18/2008
Produce Test Scripts	40 hrs	2/12/2008	2/14/2008
Conduct Unit and System Testing	16 hrs	2/14/2008	2/15/2008
Conduct Integration Testing	16 hrs	2/15/2008	2/18/2008
Conduct Volume / Stress Testing	8 hrs	2/18/2008	2/18/2008
User Acceptance Testing	40 hrs	2/19/2008	2/25/2008
Public Credential Lookup	584 hrs	10/29/2007	3/13/2008
Physical Design	48 hrs	10/29/2007	10/31/2007
Data Models	8 hrs	10/29/2007	10/30/2007
External Interfaces	8 hrs	10/30/2007	10/30/2007
Data Flow Diagrams	8 hrs	10/30/2007	10/30/2007
Requirements Document	8 hrs	10/30/2007	10/31/2007
Code Table Definitions	8 hrs	10/31/2007	10/31/2007
Project Meetings	8 hrs	10/31/2007	10/31/2007
Implementation	416 hrs	2/12/2008	2/28/2008
Public Credential Lookup	320 hrs	2/12/2008	2/25/2008

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Deliverable	Hours	Start	Finish
Search For Teacher	96 hrs	2/26/2008	2/28/2008
Testing	80 hrs	2/29/2008	3/6/2008
Produce Test Scripts	40 hrs	2/29/2008	3/4/2008
Conduct Unit and System Testing	16 hrs	3/4/2008	3/5/2008
Conduct Integration Testing	16 hrs	3/5/2008	3/6/2008
Conduct Volume / Stress Testing	8 hrs	3/6/2008	3/6/2008
User Acceptance Testing	40 hrs	3/7/2008	3/13/2008
Imaging Process	498 hrs	10/31/2007	3/27/2008
Physical Design	58 hrs	10/31/2007	11/6/2007
Data Models	8 hrs	10/31/2007	11/1/2007
Integrate with external systems	2 hrs	11/1/2007	11/1/2007
Data Flow Diagrams	8 hrs	11/1/2007	11/1/2007
Requirements Document	16 hrs	11/1/2007	11/5/2007
Code Table Definitions	8 hrs	11/5/2007	11/5/2007
Project Meetings	16 hrs	11/5/2007	11/6/2007
Implementation	320 hrs	2/29/2008	3/13/2008
Ability to Scan Documents Reading Bar Code	96 hrs	2/29/2008	3/5/2008
interface with storage unit	32 hrs	3/5/2008	3/5/2008
Scanned Document Assignment Screen	96 hrs	3/5/2008	3/11/2008
Ability to Print New Label Bar Codes	32 hrs	3/11/2008	3/11/2008
Ability to View Scanned Documents	64 hrs	3/12/2008	3/13/2008
Testing	80 hrs	3/14/2008	3/20/2008
Produce Test Scripts	40 hrs	3/14/2008	3/18/2008
Conduct Unit and System Testing	16 hrs	3/18/2008	3/19/2008
Conduct Integration Testing	16 hrs	3/19/2008	3/20/2008
Conduct Volume / Stress Testing	8 hrs	3/20/2008	3/20/2008
User Acceptance Testing	40 hrs	3/21/2008	3/27/2008
Dynamic Query Tool	436 hrs	11/6/2007	4/9/2008
Physical Design	68 hrs	11/6/2007	11/12/2007
Data Models	16 hrs	11/6/2007	11/7/2007
External Interfaces	4 hrs	11/7/2007	11/7/2007
Data Flow Diagrams	8 hrs	11/7/2007	11/7/2007
Requirements Document	16 hrs	11/7/2007	11/8/2007
Code Table Definitions	8 hrs	11/8/2007	11/8/2007
Project Meetings	16 hrs	11/8/2007	11/12/2007
Implementation	248 hrs	3/14/2008	3/26/2008
Ability to Perform Query	80 hrs	3/14/2008	3/18/2008
Ability to Save/Load/Modify/Delete Query	40 hrs	3/18/2008	3/20/2008
Ability to Export Query	16 hrs	3/20/2008	3/20/2008
Ability to Send Query to Report	40 hrs	3/20/2008	3/24/2008
Ability to Export to PDF	16 hrs	3/24/2008	3/25/2008
Ability to Print Mailing Labels	16 hrs	3/25/2008	3/25/2008
Integrate Natural Language Query Ability	40 hrs	3/25/2008	3/25/2008
Testing	80 hrs	3/26/2008	4/2/2008
Produce Test Scripts	40 hrs	3/26/2008	3/31/2008
Conduct Unit and System Testing	16 hrs	3/31/2008	4/1/2008
Conduct Integration Testing	16 hrs	4/1/2008	4/2/2008

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Deliverable	Hours	Start	Finish
Conduct Volume / Stress Testing	8 hrs	4/2/2008	4/2/2008
User Acceptance Testing	40 hrs	4/2/2008	4/9/2008
Dynamic Reporting Tool	280 hrs	11/12/2007	4/16/2008
Physical Design	96 hrs	11/12/2007	11/19/2007
Data Models	16 hrs	11/12/2007	11/13/2007
External Interfaces	16 hrs	11/13/2007	11/14/2007
Data Flow Diagrams	16 hrs	11/14/2007	11/14/2007
Requirements Document	16 hrs	11/14/2007	11/15/2007
Code Table Definitions	16 hrs	11/15/2007	11/19/2007
Project Meetings	16 hrs	11/19/2007	11/19/2007
Implementation	64 hrs	3/26/2008	3/31/2008
Ability to Load Query for a Report Layout	8 hrs	3/26/2008	3/27/2008
Ability to Add/Load/Modify/Delete Reports	24 hrs	3/27/2008	3/27/2008
Ability to Export Report	8 hrs	3/27/2008	3/28/2008
Ability to Group Reports	8 hrs	3/28/2008	3/31/2008
Ability to Export to PDF	8 hrs	3/31/2008	3/31/2008
Ability to Print Mailing Labels	8 hrs	3/31/2008	3/31/2008
Testing	80 hrs	4/2/2008	4/9/2008
Produce Test Scripts	40 hrs	4/2/2008	4/7/2008
Conduct Unit and System Testing	16 hrs	4/7/2008	4/8/2008
Conduct Integration Testing	16 hrs	4/8/2008	4/9/2008
Conduct Volume / Stress Testing	8 hrs	4/9/2008	4/9/2008
User Acceptance Testing	40 hrs	4/9/2008	4/16/2008
Teacher Assignment Module	760 hrs	11/19/2007	5/8/2008
Physical Design	88 hrs	11/19/2007	11/26/2007
Data Models	16 hrs	11/19/2007	11/20/2007
External Interfaces	16 hrs	11/20/2007	11/21/2007
Data Flow Diagrams	16 hrs	11/21/2007	11/22/2007
Requirements Document	16 hrs	11/22/2007	11/22/2007
Code Table Definitions	8 hrs	11/22/2007	11/26/2007
Project Meetings	16 hrs	11/26/2007	11/26/2007
Implementation	552 hrs	3/31/2008	4/24/2008
Map Classes To Core Subject Areas	24 hrs	3/31/2008	4/1/2008
Map Endorsements To Core Subject Areas	24 hrs	4/1/2008	4/2/2008
Map Classes to Appropriate Endorsement	24 hrs	4/2/2008	4/2/2008
Teacher Class Assignment	120 hrs	4/2/2008	4/8/2008
Highly Qualified Teacher Report	80 hrs	4/8/2008	4/11/2008
HOUSE Application	200 hrs	4/11/2008	4/21/2008
Educator Degree Major Update	80 hrs	4/21/2008	4/24/2008
Testing	80 hrs	4/24/2008	5/1/2008
Produce Test Scripts	40 hrs	4/24/2008	4/28/2008
Conduct Unit and System Testing	16 hrs	4/28/2008	4/29/2008
Conduct Integration Testing	16 hrs	4/29/2008	4/30/2008
Conduct Volume / Stress Testing	8 hrs	4/30/2008	5/1/2008
User Acceptance Testing	40 hrs	5/1/2008	5/8/2008
Summary Screen	248 hrs	11/26/2007	5/15/2008
Physical Design	48 hrs	11/26/2007	11/29/2007

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Deliverable	Hours	Start	Finish
Data Models	8 hrs	11/26/2007	11/27/2007
External Interfaces	8 hrs	11/27/2007	11/27/2007
Data Flow Diagrams	8 hrs	11/27/2007	11/28/2007
Requirements Document	8 hrs	11/28/2007	11/28/2007
Code Table Definitions	8 hrs	11/28/2007	11/28/2007
Project Meetings	8 hrs	11/28/2007	11/29/2007
Implementation	80 hrs	4/24/2008	4/29/2008
Summary Screen Design	40 hrs	4/24/2008	4/28/2008
Show Upcoming Dates	8 hrs	4/28/2008	4/28/2008
Show Missed Deadlines	8 hrs	4/28/2008	4/28/2008
Show Recently Scanned Items	8 hrs	4/28/2008	4/28/2008
Show Items Waiting Approval	8 hrs	4/28/2008	4/28/2008
Show Pending Mailings	8 hrs	4/28/2008	4/29/2008
Testing	80 hrs	5/1/2008	5/8/2008
Produce Test Scripts	40 hrs	5/1/2008	5/5/2008
Conduct Unit and System Testing	16 hrs	5/5/2008	5/6/2008
Conduct Integration Testing	16 hrs	5/6/2008	5/7/2008
Conduct Volume / Stress Testing	8 hrs	5/7/2008	5/8/2008
User Acceptance Testing	40 hrs	5/8/2008	5/15/2008
System Reports	368 hrs	11/29/2007	5/22/2008
Physical Design	52 hrs	11/29/2007	12/4/2007
Data Models	8 hrs	11/29/2007	11/29/2007
External Interfaces	8 hrs	11/29/2007	11/29/2007
Data Flow Diagrams	4 hrs	11/29/2007	12/3/2007
Requirements Document	16 hrs	12/3/2007	12/3/2007
Code Table Definitions	8 hrs	12/3/2007	12/4/2007
Project Meetings	8 hrs	12/4/2007	12/4/2007
Implementation	196 hrs	4/29/2008	5/7/2008
30 Most Important Reports	160 hrs	4/29/2008	5/6/2008
Ability to Print Security Reports	8 hrs	5/6/2008	5/6/2008
Ability to Print Code Reports	4 hrs	5/6/2008	5/6/2008
Ability to Print System Notes	4 hrs	5/6/2008	5/6/2008
Ability to Print Test Reports	8 hrs	5/6/2008	5/6/2008
Ability to Print Fee Reports	8 hrs	5/7/2008	5/7/2008
Ability to Print Communications Log	4 hrs	5/7/2008	5/7/2008
Testing	80 hrs	5/8/2008	5/15/2008
Produce Test Scripts	40 hrs	5/8/2008	5/12/2008
Conduct Unit and System Testing	16 hrs	5/12/2008	5/13/2008
Conduct Integration Testing	16 hrs	5/13/2008	5/14/2008
Conduct Volume / Stress Testing	8 hrs	5/14/2008	5/15/2008
User Acceptance Testing	40 hrs	5/15/2008	5/22/2008
Backup and Recovery of System Data	248 hrs	12/4/2007	5/29/2008
Physical Design	48 hrs	12/4/2007	12/6/2007
Data Models	8 hrs	12/4/2007	12/4/2007
External Interfaces	8 hrs	12/4/2007	12/5/2007
Data Flow Diagrams	8 hrs	12/5/2007	12/5/2007
Requirements Document	8 hrs	12/5/2007	12/5/2007

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Deliverable	Hours	Start	Finish
Code Table Definitions	8 hrs	12/5/2007	12/6/2007
Project Meetings	8 hrs	12/6/2007	12/6/2007
Implementation	80 hrs	5/7/2008	5/12/2008
Functioning Inbound and Outbound Interfaces	40 hrs	5/7/2008	5/8/2008
Tools for Backup and Recovery of all Applications Data	40 hrs	5/8/2008	5/12/2008
Testing	80 hrs	5/15/2008	5/22/2008
Produce Test Scripts	40 hrs	5/15/2008	5/19/2008
Conduct Unit and System Testing	16 hrs	5/19/2008	5/20/2008
Conduct Integration Testing	16 hrs	5/20/2008	5/21/2008
Conduct Volume / Stress Testing	8 hrs	5/21/2008	5/22/2008
User Acceptance Testing	40 hrs	5/22/2008	5/29/2008
Import / Export Data	896 hrs	12/6/2007	6/24/2008
Physical Design	112 hrs	12/6/2007	12/17/2007
Data Models	16 hrs	12/6/2007	12/10/2007
External Interfaces	16 hrs	12/10/2007	12/11/2007
Data Flow Diagrams	16 hrs	12/11/2007	12/11/2007
Requirements Document	32 hrs	12/11/2007	12/13/2007
Code Table Definitions	16 hrs	12/13/2007	12/17/2007
Project Meetings	16 hrs	12/17/2007	12/17/2007
Implementation	664 hrs	5/12/2008	6/10/2008
NASDTEC Import	24 hrs	5/12/2008	5/13/2008
NBPTS Import	24 hrs	5/13/2008	5/13/2008
Felony File Update Screen	16 hrs	5/14/2008	5/14/2008
Change of Address Import	40 hrs	5/14/2008	5/15/2008
Fully Tested Data Conversion Software	200 hrs	5/15/2008	5/26/2008
Converted Data Loaded into Production Environment	120 hrs	5/26/2008	5/29/2008
Ability to Export Data	120 hrs	5/29/2008	6/4/2008
Ability to Import Exported Data	120 hrs	6/4/2008	6/10/2008
Testing	80 hrs	6/10/2008	6/17/2008
Produce Test Scripts	40 hrs	6/10/2008	6/12/2008
Conduct Unit and System Testing	16 hrs	6/12/2008	6/13/2008
Conduct Integration Testing	16 hrs	6/13/2008	6/16/2008
Conduct Volume / Stress Testing	8 hrs	6/16/2008	6/17/2008
User Acceptance Testing	40 hrs	6/17/2008	6/24/2008
Implementation Phase	1,280 hrs	6/4/2007	7/10/2008
Documentation	440 hrs	6/4/2007	7/11/2007
Systems Administration Documentation	80 hrs	6/4/2007	6/8/2007
System's Operation Documentation	120 hrs	6/11/2007	6/20/2007
User Documentation	240 hrs	6/20/2007	7/11/2007
Conduct Training	400 hrs	7/11/2007	7/3/2008
Prepare Training Material	200 hrs	7/11/2007	7/27/2007
Train Users	200 hrs	6/17/2008	7/3/2008
Implementation	440 hrs	6/24/2008	7/10/2008
Create Production Environment	40 hrs	6/24/2008	6/25/2008
Perform Production Tests	240 hrs	6/25/2008	7/7/2008
Conduct Unit and System Testing	80 hrs	6/25/2008	6/30/2008
Conduct Integration Testing	80 hrs	6/30/2008	7/2/2008

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Deliverable	Hours	Start	Finish
Conduct Volume / Stress Testing	80 hrs	7/2/2008	7/7/2008
Train Help Desk	80 hrs	7/3/2008	7/10/2008
Implement Software	80 hrs	7/7/2008	7/10/2008
Control Activities and Project Close Out	40 hrs	7/10/2008	7/15/2008
Conduct Phase I Project Review	40 hrs	7/10/2008	7/15/2008

Optional Phase II (Requires a written Notice to Proceed from the State)

	1,416 hrs	7/15/2008	9/17/2008
Complaint Investigation Module	568 hrs	7/15/2008	8/20/2008
Physical Design	88 hrs	7/15/2008	7/22/2008
Data Models	16 hrs	7/15/2008	7/16/2008
External Interfaces	16 hrs	7/16/2008	7/16/2008
Data Flow Diagrams	16 hrs	7/17/2008	7/17/2008
Requirements Document	16 hrs	7/17/2008	7/21/2008
Code Table Definitions	8 hrs	7/21/2008	7/21/2008
Project Meetings	16 hrs	7/21/2008	7/22/2008
Implementation	360 hrs	7/22/2008	8/6/2008
Additional Security Code	80 hrs	7/22/2008	7/25/2008
Track All Investigation Fields	160 hrs	7/25/2008	8/1/2008
Automate Investigation Documentation	120 hrs	8/1/2008	8/6/2008
Testing	80 hrs	8/6/2008	8/13/2008
Produce Test Scripts	40 hrs	8/6/2008	8/11/2008
Conduct Unit and System Testing	16 hrs	8/11/2008	8/12/2008
Conduct Integration Testing	16 hrs	8/12/2008	8/13/2008
Conduct Volume / Stress Testing	8 hrs	8/13/2008	8/13/2008
User Acceptance Testing	40 hrs	8/13/2008	8/20/2008
Recruitment Functions	848 hrs	7/22/2008	9/17/2008
Physical Design	88 hrs	7/22/2008	7/29/2008
Data Models	16 hrs	7/22/2008	7/23/2008
External Interfaces	16 hrs	7/23/2008	7/23/2008
Data Flow Diagrams	16 hrs	7/24/2008	7/24/2008
Requirements Document	16 hrs	7/24/2008	7/28/2008
Code Table Definitions	8 hrs	7/28/2008	7/28/2008
Project Meetings	16 hrs	7/28/2008	7/29/2008
Implementation	640 hrs	8/6/2008	9/3/2008
District Job Board	120 hrs	8/6/2008	8/12/2008
Match Needs to Credentials	160 hrs	8/12/2008	8/19/2008
Search Candidates For BOC, Mentors, etc...	120 hrs	8/19/2008	8/25/2008
Automate Investigation Documentation	120 hrs	8/25/2008	8/29/2008
Critical Shortage Functionality	120 hrs	8/29/2008	9/3/2008
Testing	80 hrs	9/3/2008	9/10/2008
Produce Test Scripts	40 hrs	9/3/2008	9/8/2008
Conduct Unit and System Testing	16 hrs	9/8/2008	9/9/2008
Conduct Integration Testing	16 hrs	9/9/2008	9/10/2008
Conduct Volume / Stress Testing	8 hrs	9/10/2008	9/10/2008
User Acceptance Testing	40 hrs	9/10/2008	9/17/2008

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2.2 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones

Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones

FY	Enhancements, Maintenance and Support	Effective Date
2009	Enhancements, Maintenance and Support	Warranty Completion- 06/30/2009
2010	Enhancements, Maintenance and Support	07/01/2009-06/30/2010
2011	Enhancements, Maintenance and Support	07/01/2010-06/30/2011
2012	Enhancements, Maintenance and Support	07/01/2011-06/30/2012
2013	Enhancements, Maintenance and Support	07/01/2012-06/30/2013

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Exhibit L: *Training Services* and the schedule established by the *Work Plan*, Exhibit I. All pricing has been established in Exhibit B: *Price and Payment Schedule*.

4. SOFTWARE LICENSES

Not applicable.

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1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$928,100.84 for the period between the Effective Date through June 30, 2013. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

1.1-1 Table 1: Summary Project Price Schedule – Phases I and Optional Phase II

ID	Activity / Deliverable / Milestone	Deliverable Amount (Gross)	Holdback Amount	Deliverable Amount (Less Holdback)
1	EIS Development Project	\$728,100.84	\$72,810.08	\$655,290.76
2	EIS Development Project - Phase I	\$652,180.84	\$65,218.08	\$586,962.76
3	EIS Development Project - Phase II (Optional)	\$75,920.00	\$7,592.00	\$68,328.00

1.1-2 Table 2: Detailed Project Price Schedule – Phases I and Optional Phase II

ID	Deliverable	Deliverable Amount (Gross)	Holdback Amount	Deliverable Amount (Less Holdback)	Cumulative Amount (Less Holdback)
1	EIS Development Project	\$728,100.84			
2	Phase I	\$652,180.84			
3	Initiation Phase	\$9,520.00	\$952.00	\$8,568.00	\$8,568.00
4	Project Work Plan	\$1,680.00			
5	Business Process Improvement Plan	\$1,120.00			
6	Communications and Change Management Plan	\$1,120.00			
7	Software Change Control Process Document	\$1,120.00			
8	Risk and Issue Management Plan	\$1,120.00			
9	Scope Creep Management Plan	\$1,120.00			
10	Quality Assurance Management Plan	\$1,120.00			
11	Conduct Project Kickoff Meeting	\$1,120.00			
12	Pre-Configuration/Design Phase	\$24,640.00	\$2,464.00	\$22,176.00	\$30,744.00
13	Conduct JAD Meetings	\$4,200.00			
14	Documentation of Operations Processes	\$4,200.00			
15	Recommended Improvements to Business Processes	\$4,200.00			
16	Software Configuration / Logical Design Document	\$4,200.00			
17	Documentation and .Net Development Standards	\$560.00			
18	Requirements Trace Ability Matrix	\$1,120.00			
19	Recommended Upgrades to Infrastructure	\$1,120.00			
20	Knowledge Transfer Plan	\$1,120.00			

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21	Specifications of Various Technical Environments	\$1,120.00			
22	Conduct Information Architecture Review	\$1,120.00			
23	Final Work Plan	\$1,680.00			
24	Configuration Phase	\$11,199.91	\$1,119.99	\$10,079.92	\$40,823.92
25	Systems Interface Plan and Design / Capability	\$1,680.00			
26	Detailed Testing Plan	\$1,680.00			
27	Data Conversion Plan and Design	\$1,679.91			
28	Deployment Plan	\$1,680.00			
29	Comprehensive Training Plan	\$1,680.00			
30	Create Test Environment	\$1,680.00			
31	End User Support Plan	\$1,120.00			
32	Development Phase	\$561,720.93			
33	Interface	\$16,912.76	\$1,691.28	\$15,221.49	\$56,045.41
34	Physical Design	\$6,720.00			
35	Implementation	\$8,392.76			
36	Testing	\$1,800.00			
37	User Acceptance Testing	\$0.00			
38	Security	\$12,840.00	\$1,284.00	\$11,556.00	\$67,601.41
39	Physical Design	\$3,360.00			
40	Implementation	\$7,680.00			
41	Testing	\$1,800.00			
42	User Acceptance Testing	\$0.00			
43	Code Table Maintenance	\$4,440.00	\$444.00	\$3,996.00	\$71,597.41
44	Physical Design	\$1,680.00			
45	Implementation	\$960.00			
46	Testing	\$1,800.00			
47	User Acceptance Testing	\$0.00			
48	Notes	\$4,920.00	\$492.00	\$4,428.00	\$76,025.41
49	Physical Design	\$1,680.00			
50	Implementation	\$1,440.00			
51	Testing	\$1,800.00			
52	User Acceptance Testing	\$0.00			
53	Communications Log	\$5,480.00	\$548.00	\$4,932.00	\$80,957.41
54	Physical Design	\$2,240.00			
55	Implementation	\$1,440.00			
56	Testing	\$1,800.00			
57	User Acceptance Testing	\$0.00			
58	Help	\$7,480.00	\$748.00	\$6,732.00	\$87,689.41
59	Physical Design	\$2,800.00			
60	Implementation	\$2,880.00			
61	Testing	\$1,800.00			
62	User Acceptance Testing	\$0.00			
63	Test Maintenance	\$9,560.00	\$956.00	\$8,604.00	\$96,293.41
64	Physical Design	\$3,920.00			
65	Implementation	\$3,840.00			

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66	Testing	\$1,800.00			
67	User Acceptance Testing	\$0.00			
68	Test Score Import	\$6,600.00	\$660.00	\$5,940.00	\$102,233.41
69	Physical Design	\$3,360.00			
70	Implementation	\$1,440.00			
71	Testing	\$1,800.00			
72	User Acceptance Testing	\$0.00			
73	Approved Program Tracking	\$12,840.00	\$1,284.00	\$11,556.00	\$113,789.41
74	Physical Design	\$6,720.00			
75	Implementation	\$4,320.00			
76	Testing	\$1,800.00			
77	User Acceptance Testing	\$0.00			
78	Base Educator Records	\$15,588.17	\$1,558.82	\$14,029.35	\$127,818.76
79	Physical Design	\$6,588.17			
80	Implementation	\$7,200.00			
81	Testing	\$1,800.00			
82	User Acceptance Testing	\$0.00			
83	Base Certification Record	\$34,440.00	\$3,444.00	\$30,996.00	\$158,814.76
84	Physical Design	\$6,720.00			
85	Implementation	\$25,920.00			
86	Testing	\$1,800.00			
87	User Acceptance Testing	\$0.00			
88	Fees	\$17,000.00	\$1,700.00	\$15,300.00	\$174,114.76
89	Physical Design	\$5,600.00			
90	Implementation	\$9,600.00			
91	Testing	\$1,800.00			
92	User Acceptance Testing	\$0.00			
93	Certificate Deficiencies	\$39,720.00	\$3,972.00	\$35,748.00	\$209,862.76
94	Physical Design	\$6,720.00			
95	Implementation	\$31,200.00			
96	Testing	\$1,800.00			
97	User Acceptance Testing	\$0.00			
98	Printing Certificates	\$14,040.00	\$1,404.00	\$12,636.00	\$222,498.76
99	Physical Design	\$5,040.00			
100	Implementation	\$7,200.00			
101	Testing	\$1,800.00			
102	User Acceptance Testing	\$0.00			
103	Renew Certificates	\$30,160.00	\$3,016.00	\$27,144.00	\$249,642.76
104	Physical Design	\$5,320.00			
105	Implementation	\$23,040.00			
106	Testing	\$1,800.00			
107	User Acceptance Testing	\$0.00			
108	Online Institution Application Process	\$46,920.00	\$4,692.00	\$42,228.00	\$291,870.76
109	Physical Design	\$6,720.00			
110	Implementation	\$38,400.00			

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111	Testing	\$1,800.00			
112	User Acceptance Testing	\$0.00			
113	Online Applications	\$66,120.00	\$6,612.00	\$59,508.00	\$351,378.76
114	Physical Design	\$6,720.00			
115	Implementation	\$57,600.00			
116	Testing	\$1,800.00			
117	User Acceptance Testing	\$0.00			
118	Public Credential Lookup	\$30,120.00	\$3,012.00	\$27,108.00	\$378,486.76
119	Physical Design	\$3,360.00			
120	Implementation	\$24,960.00			
121	Testing	\$1,800.00			
122	User Acceptance Testing	\$0.00			
123	Imaging Process	\$25,060.00	\$2,506.00	\$22,554.00	\$401,040.76
124	Physical Design	\$4,060.00			
125	Implementation	\$19,200.00			
126	Testing	\$1,800.00			
127	User Acceptance Testing	\$0.00			
128	Dynamic Query Tool	\$21,440.00	\$2,144.00	\$19,296.00	\$420,336.76
129	Physical Design	\$4,760.00			
130	Implementation	\$14,880.00			
131	Testing	\$1,800.00			
132	User Acceptance Testing	\$0.00			
133	Dynamic Reporting Tool	\$12,360.00	\$1,236.00	\$11,124.00	\$431,460.76
134	Physical Design	\$6,720.00			
135	Implementation	\$3,840.00			
136	Testing	\$1,800.00			
137	User Acceptance Testing	\$0.00			
138	Teacher Assignment Module	\$41,080.00	\$4,108.00	\$36,972.00	\$468,432.76
139	Physical Design	\$6,160.00			
140	Implementation	\$33,120.00			
141	Testing	\$1,800.00			
142	User Acceptance Testing	\$0.00			
143	Summary Screen	\$9,960.00	\$996.00	\$8,964.00	\$477,396.76
144	Physical Design	\$3,360.00			
145	Implementation	\$4,800.00			
146	Testing	\$1,800.00			
147	User Acceptance Testing	\$0.00			
148	System Reports	\$17,200.00	\$1,720.00	\$15,480.00	\$492,876.76
149	Physical Design	\$3,640.00			
150	Implementation	\$11,760.00			
151	Testing	\$1,800.00			
152	User Acceptance Testing	\$0.00			
153	Backup and Recovery of System Data	\$9,960.00	\$996.00	\$8,964.00	\$501,840.76
154	Physical Design	\$3,360.00			
155	Implementation	\$4,800.00			

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156	Testing	\$1,800.00			
157	User Acceptance Testing	\$0.00			
158	Import / Export Data	\$49,480.00	\$4,948.00	\$44,532.00	\$546,372.76
159	Physical Design	\$7,840.00			
160	Implementation	\$39,840.00			
161	Testing	\$1,800.00			
162	User Acceptance Testing	\$0.00			
163	Implementation Phase	\$42,300.00			
164	Documentation	\$9,900.00	\$990.00	\$8,910.00	\$555,282.76
165	Systems Administration Documentation	\$1,800.00			
166	System's Operation Documentation	\$2,700.00			
167	User Documentation	\$5,400.00			
168	Conduct Training	\$9,000.00	\$900.00	\$8,100.00	\$563,382.76
169	Prepare Training Material	\$4,500.00			
170	Train Users	\$4,500.00			
171	Implementation	\$23,400.00	\$2,340.00	\$21,060.00	\$584,442.76
172	Create Production Environment	\$2,400.00			
173	Perform Production Tests	\$14,400.00			
174	Train Help Desk	\$1,800.00			
175	Implement Software	\$4,800.00			
176	Control Activities and Project Close Out	\$2,800.00	\$280.00	\$2,520.00	\$586,962.76
177	Conduct Phase I Project Review	\$2,800.00			
178	Phase I Sub Total	652,180.84	\$65,218.08	\$586,962.76	
179					
	Optional Phase II (Requires written Notice to Proceed from the State)				
180		\$75,920.00			
181	Complaint Investigation Module	\$29,560.00	\$2,956.00	\$26,604.00	\$613,566.76
182	Physical Design	\$6,160.00			
183	Implementation	\$21,600.00			
184	Testing	\$1,800.00			
185	User Acceptance Testing	\$0.00			
186	Recruitment Functions	\$46,360.00	\$4,636.00	\$41,724.00	\$655,290.76
187	Physical Design	\$6,160.00			
188	Implementation	\$38,400.00			
189	Testing	\$1,800.00			
190	User Acceptance Testing	\$0.00			
191	Phase II Sub Total	\$75,920.00	\$7,592.00	\$68,328.00	
192	Grand Total	\$728,100.84	\$72,810.08	\$655,290.76	

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2.1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones

The following Hupp Information Technologies hourly rates will be in effect throughout the term of the Contract.

Table 2.1-1 Hupp Information Technologies Rates Pricing Worksheet (Hourly Rates)

Table 2 – Hupp Information Technology Rates Pricing Worksheet (Hourly Rates)					
Position Title	SFY 2009 Warranty Completion- 6/30/2009	SFY 2010 7/1/2009- 6/30/2010	SFY 2011 7/1/2010- 6/30/2011	SFY 2012 7/1/2011- 6/30/2012	SFY 2013 7/1/2012- 6/30/2013
Project Manager	70.00	70.00	70.00	70.00	70.00
Program Lead	70.00	70.00	70.00	70.00	70.00
Object Specialist	70.00	70.00	70.00	70.00	70.00
Database Administrator	70.00	70.00	70.00	70.00	70.00
Test Specialist	25.00	25.00	25.00	25.00	25.00
Programmer (2)	50.00	50.00	50.00	50.00	50.00

2.2 Post Warranty Enhancements and Maintenance Schedule – Deliverables/Milestones SFY 2009- 2013

The post warranty enhancement and maintenance schedule will utilize the process described below.

Any Enhancement, Maintenance, or Support funds are only to be expended through Future ECR's provided by the State. The Not to Exceed amount identified cannot be exceeded without an amendment to the Contract and there is no guarantee of any expenditure of funds without an ECR issuance by the State.

Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule

Fiscal Year	Enhancements, Maintenance, and Support	Effective Period	Price
2009	Enhancements, Maintenance and Support	Warranty Completion-06/30/2009	\$40,000.00
2010	Enhancements, Maintenance and Support	7/1/2009-06/30/2010	\$40,000.00
2011	Enhancements, Maintenance and Support	7/1/2010-06/30/2011	\$40,000.00

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2012	Enhancements, Maintenance and Support	7/1/2011-06/30/2012	\$40,000.00
2013	Enhancements, Maintenance and Support	7/1/2012-06/30/2013	\$40,000.00
	Contract Grand Total (not to exceed) 6/4/2007 – 6/30/2013		\$928,100.84

2. TOTAL 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 \$728,100.84 for the initial mandatory Phases I and Optional Phase II. The subsequent enhancement, maintenance, and support period following the warranty period shall not exceed \$200,000, for a total Contract amount not to exceed \$928,100.84. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Hupp Information Technologies for all fees and expenses, of whatever nature, incurred by Hupp Information Technologies 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

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. 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:

NH Department of Education
 Division of Program Support
 101 Pleasant Street
 Concord, NH 03301

Attn: Dr. Judith Fillion, Director

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
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Hupp Information Technologies
32 Foresters Lane
Springfield, IL 62704

5. OVERPAYMENTS TO Hupp Information Technologies

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

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against the Hupp Information Technologies invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold a total of \$72,810.08 percent (10%) of the price for each Deliverable as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to Hupp Information Technologies under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, originated as a result of RFP #2007-052, on June 13, 2007, Item #442, Hupp Information Technologies (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department") certain sums as specified therein;

WHEREAS, pursuant to the Agreement (section 13.16 of the Contract) 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 Governor and Council;

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

WHEREAS, Department wishes to modify the requirements of the Agreement, the Department and the Hupp seeks to clarify the Agreement.

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:

General Provisions (Form P-37) of the Agreement are hereby amended as follows:

1. Amend Block 1.6 Completion Date (Page 1) of the Contract Agreement to June 30, 2018.
2. Amend Block 1.7 Price Limitation (Page 1) of the Contract Agreement to \$1,203,100.84.

Contract #2007-052 Exhibit A	Amended Language																																	
Section 2.2 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones	<p>Delete Section 2.2 and replace with:</p> <p><i>2.1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones</i></p> <p>Table 2.2-1 Post Warranty Enhancements and Maintenance Schedule – Deliverables / Milestones</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SFY</th> <th style="text-align: center;">Enhancements, Maintenance and Support</th> <th style="text-align: center;">Effective Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2009</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">Warranty Completion- 6/30/09</td> </tr> <tr> <td style="text-align: center;">2010</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/09- 6/30/10</td> </tr> <tr> <td style="text-align: center;">2011</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/10- 6/30/11</td> </tr> <tr> <td style="text-align: center;">2012</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/11- 6/30/12</td> </tr> <tr> <td style="text-align: center;">2013</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/12- 6/30/13</td> </tr> <tr> <td style="text-align: center;">2014</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/13- 6/30/14</td> </tr> <tr> <td style="text-align: center;">2015</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/14- 6/30/15</td> </tr> <tr> <td style="text-align: center;">2016</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/15- 6/30/16</td> </tr> <tr> <td style="text-align: center;">2017</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/16- 6/30/17</td> </tr> <tr> <td style="text-align: center;">2018</td> <td>Enhancements, Maintenance and Support</td> <td style="text-align: center;">7/01/17- 6/30/18</td> </tr> </tbody> </table>	SFY	Enhancements, Maintenance and Support	Effective Date	2009	Enhancements, Maintenance and Support	Warranty Completion- 6/30/09	2010	Enhancements, Maintenance and Support	7/01/09- 6/30/10	2011	Enhancements, Maintenance and Support	7/01/10- 6/30/11	2012	Enhancements, Maintenance and Support	7/01/11- 6/30/12	2013	Enhancements, Maintenance and Support	7/01/12- 6/30/13	2014	Enhancements, Maintenance and Support	7/01/13- 6/30/14	2015	Enhancements, Maintenance and Support	7/01/14- 6/30/15	2016	Enhancements, Maintenance and Support	7/01/15- 6/30/16	2017	Enhancements, Maintenance and Support	7/01/16- 6/30/17	2018	Enhancements, Maintenance and Support	7/01/17- 6/30/18
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Contract #2007-052 Exhibit B	Amended Language																																	
Section I.1 Not to Exceed	Delete the following language:																																	

Initial _____

Date _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT A

	<p>1.1 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$928,100.84 for the period between the Effective Date through June 30, 2013. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p> <p>And replace with:</p> <p>1.1 Not to Exceed</p> <p>This is a Not to Exceed (NTE) Contract totaling \$1,203,100.84 for the period between the Effective Date through June 30, 2018. Hupp Information Technology shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Hupp Information Technology to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</p>																																																
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Section 2 – Total Contract Price	<p>Delete Section 2 Total Contract Price and replace with:</p> <p>2. TOTAL CONTRACT PRICE</p> <p>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 \$928,100.84 for the initial mandatory Phases I and Optional Phase II. The subsequent enhancement, maintenance, and support period following the warranty period shall not exceed \$275,000, for a total Contract amount not to exceed \$1,203,100.84. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Hupp Information Technologies for all fees and expenses, of whatever nature, incurred by Hupp Information Technologies in the performance hereof. The State will not be responsible for any travel or out of pocket</p>																																																

Initial _____

Date _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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2007-052 CONTRACT AMENDMENT A

	expenses incurred in the performance of the Services performed under this Contract.
<p style="text-align: center;">Contract #2007-052 Exhibit G</p>	<p style="text-align: center;">Amended Language</p>
<p>Section 1 System Maintenance</p>	<p>Delete Section 1.1.1 Maintenance Releases and replace with:</p> <p>1.1.1 Maintenance Releases</p> <p>Hupp Information Technologies 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.</p> <p>During the term of this Agreement, the Hupp will maintain the EIS Software by providing software updates and enhancements to the State including any updates offered by Hupp to other states. It is understood by the State, that the Hupp has created similar systems for others states. It is understood that as part of this agreement, the State will receive any system functions that are being offered to these other states. These updates will be programmed by developers trained in using secure coding techniques, based on industry practices and guidance – to ensure secure code.</p> <p>Hupp shall ensure that any software updates or enhancements have been tested and hardened to prevent critical application security flaws. At a minimum, the software updates or enhancements shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org). 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. Tests shall, at a minimum, cover each of the service components. Test procedures may include either Application Penetration Tests (pen test) or source code analysis and review.</p> <p>In the development or maintenance of the custom Software, the vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the Chief Information Officer. Prior to being moved into production the vendor shall provide results of all security testing to DoIT for review and acceptance. All Software and hardware shall be free of malicious code. Malicious code, also known as “malware”, is defined as software or firmware designed to do damage or other unwanted actions on a computer system. Common examples include viruses, Trojan horse programs, worms, and spyware.</p> <p>Updates will be provided on timely and an as-available basis and include the items listed below:</p> <ol style="list-style-type: none"> (1) Bug fixes; (2) Enhancements to market data service software provided by Hupp to other states, to keep current with changes in market data services and enhancements; (3) Enhancements to keep current with the current hardware vendor's OS releases, as available from Vendor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Vendor; and (4) Performance enhancements to EIS Software. (5) Updates are limited as follows:

Initial_____

Date_____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT A

	<p>used to notify Hupp of problems associated with the EIS Software and related documentation.</p> <p>2.2.2 Remedial Support Upon receipt by Hupp of notice from the State through the support phone number of an error, defect, malfunction or nonconformity in the EIS Software, Hupp shall respond within one business day.</p>
<p>Section 2.1 System Support</p>	<p>Add the following language to Section 2.1 Hupp Information Technology Responsibility:</p> <p>2.4 Services Not Included Maintenance Services do not include any of the following: (1) support of any software that is not EIS Software; (2) training; (3) out-of-pocket and reasonable expenses, including hardware and related supplies.</p>

Table 2 Contract 2007-052 – EIS Acquisition, Implementation, and Support

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2007-052	Original Contract	6/30/2013	\$928,100.84
2007-052 Amendment A	Amendment A	6/30/2018	275,000
	CONTRACT TOTAL		1,203,100.84

Initial _____

Date _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF PROGRAM SUPPORT
2007-052 CONTRACT AMENDMENT A

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.

Hupp Information Technologies

Date: _____

Corporate Signature Notarized:

STATE OF _____

COUNTY OF _____

On this the ____ day of _____, 2013, before me,
_____, the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the _____, of
_____, a corporation, and that she/he, as such
_____ being authorized to do so, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by her/himself as
_____.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

State of New Hampshire

State of New Hampshire
Department of Education

Date: _____

Approved by the Attorney General (Form, Substance and Execution)

State of New Hampshire, Department of Justice

Date: _____

Initial _____

Date _____

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Exhibit C
Special Provisions

SPECIAL PROVISIONS

1. Hupp Information Technologies shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:
 - a. OBM Circular A-110- "Uniform administrative requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations." Hupp Information Technologies shall not make any award or permit (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal Assistance programs under Executive Order 12549, "Department and Suspension".

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052 Exhibit D
Administrative Services

1. **STATUS MEETINGS AND REPORTS**

The State believes that effective communication and reporting, through meetings and written reports is essential to the Project's success. At a minimum, the State expects the following:

- a. **Introductory Meeting:** Participants will include key Hupp Information Technologies staff and State Project leaders from both the Department of Education and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the Project team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Technical Support Status Meetings:** This will include the appropriate State and Hupp Information Technologies technical staff. This meeting will provide ongoing status to the technical and support areas and will enable technical resources to discuss technical activities.
- d. **Status Meetings:** Participants will include Project leaders from the Hupp Information Technologies and the State. These meetings, which will be conducted at least weekly, will address overall project status and any additional topics needed to remain on schedule and within budget. The weekly Project Status Report from the Hupp Information Technologies will serve as the basis for discussions.
- e. **Project Status Reports:** Hupp Information Technologies shall submit Project Status Reports in accordance with the Schedule and terms of the Contract. All Project Status Reports shall be prepared in formats approved by the State. Hupp Information Technologies Project Manager will be required to assist the State's Project Manager(s), or itself produce reports related to Project Management as reasonably requested by the State. Hupp Information Technologies must produce Project Status Reports, which shall contain, at a minimum, the following:
 - a. Project status as it relates to the Work Plan;
 - b. Deliverables status;
 - c. Accomplishments during week being reported;
 - d. Planned activities for the upcoming two week period;
 - e. Hupp Information Technologies Key Staff Resource reporting (e.g., dates resources on site at Concord, NH);
 - f. Issues and concerns requiring resolution; and
 - g. Financial Status (to be updated once a month).
- f. **Work Plan:** The Work Plan must be reviewed at each Status Meeting and updated, at a minimum, on a weekly basis.
- g. **Special Meetings:** The need may arise for special meeting(s) with State leaders or project stakeholders to address specific issues.
- i. **Agendas, Background Information, and Meeting Minutes:** The State expects Hupp Information Technologies to prepare agendas, background information, 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 Hupp Information Technologies responsibility.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052 Exhibit D
Administrative Services

- j. **Project Exit Meeting:** Participants will include the Project Team and major stakeholders. This meeting is to provide a post implementation forum to review the entire Project, including challenges and successes, perceived participant performances, and identify any outstanding post implementation tasks. Hupp Information Technologies is responsible to create all presentation materials.

2. STATE-OWNED DOCUMENTS AND DATA

Hupp Information Technologies shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Hupp Information Technologies shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

Hupp Information Technologies hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

Hupp Information Technologies also agrees to the following:

Hupp Information Technologies 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 the Contract. Hupp Information Technologies shall retain all such records for three (3) years after the final payment on the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for six (6) years following the termination of litigation, including any appeals.

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. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract expires, including any extensions, or six (6) year term following litigation, including any appeals. Hupp Information Technologies 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 Hupp Information Technologies cost structure and profit factors shall be excluded from the State's review unless the Contract cost or any other material or Services provided under the Contract is calculated or derived from the cost structure or profit factors.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052 Exhibit D
Administrative Services

3. ACCOUNTING REQUIREMENTS

Hupp Information Technologies 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.

4. WORK HOURS

When working at the State facilities, Hupp Information Technologies 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. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052
Exhibit E
Implementation Services

Hupp Information Technologies shall provide the State with the following Services set forth in Contract Exhibit E.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. Hupp Information Technologies shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:

- B. Hupp Information Technologies and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives. Hupp Information Technologies 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.

- C. Hupp Information Technologies shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

- D. Hupp Information Technologies 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.

- E. Hupp Information Technologies shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan.

1.2.1 Planning

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.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052
Exhibit E
Implementation Services

1.2.2 Implementation

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 State's schedule.

The State will use an implementation approach where the EIS system is implemented across all State school districts over time.

1.2.3 Change Management and Training

Hupp Information Technologies 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.

2. IMPLEMENTATION METHODOLOGY

Hupp Information Technologies team shall provide the implementation Services for the Contract. Its approach includes but is not limited to the following:

- 2.1 Hupp Information Technologies will utilize and adhere to its standard Implementation methodology process which entails: 1) Project planning and management; 2) Solution design; 3) Configuration and development; 4) Testing and quality assurance; and 5) Project activation.
- 2.2 Hupp Information Technologies will follow pre-defined steps as outlined in each phase of its standard methodology process and engage the State at each step.
- 2.3 Implementation monitoring and reporting (i.e., progress against budgets, risk mitigation, goal attainment) will be provided at Project team, and appropriate steering committee meetings.
- 2.4 Hupp Information Technologies will support the most recent operating systems available at the time of development and will ensure the solution will run on any Windows 2003 compatible Intel based server or better.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052
Exhibit F
Testing Services

Hupp Information Technologies shall provide the following products and Services described in this Contract Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

Hupp Information Technologies shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. Hupp Information Technologies will also provide training as necessary to the State staff responsible for test activities. Hupp Information Technologies shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

All testing and Acceptance addressed herein (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of unit tests, System integration tests, conversion tests, support of the State during user acceptance test and Implementation. In addition, Hupp Information Technologies shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Hupp Information Technologies shall correct Deficiencies and support required re-testing as described below.

1.1 Test Planning and Preparation

Hupp Information Technologies shall provide the State with an Acceptance Test Plan that will include identification, preparation, and documentation of planned testing, requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and "bug" tracking system.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Hupp Information Technologies Project Manager's Certification, in writing, that Hupp Information Technologies own staff has successfully executed all prerequisite contractor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.2 Unit Testing

In Unit Testing, Hupp Information Technologies shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

State of New Hampshire
 Department of Education
 Educator Information System (EIS) Acquisition, Implementation, and Support
 Contract 2007-052
 Exhibit F
 Testing Services

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

Hupp Information Technologies developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Contractor Team Responsibilities	For application modules, conversions and interfaces Hupp Information Technologies team will identify applicable test scripts and installation instructions, adapt them to the project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by Hupp Information Technologies team(s) to confirm that the EIS application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new EIS System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
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Contractor Team Responsibilities	<ul style="list-style-type: none"> Take the lead in developing the Systems Integration Test specifications. Work jointly with the State to develop and load the data profiles to support the test specifications. Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> Work jointly with Hupp Information Technologies to develop the Systems Integration Test specifications. Work jointly with Hupp Information Technologies to develop and load the data profiles to support the test specifications. Work jointly with Hupp Information Technologies to validate components of the test scripts.
Work Product Description	<ul style="list-style-type: none"> The Integration-Tested System indicates that all interfaces between the EIS application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the EIS Application. As the EIS Application is interfaced to legacy or third-party applications, and interfaces, test the flow of the converted data through these interface points.
Contractor Team Responsibilities	For conversions and interfaces, Hupp Information Technologies team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the EIS Application.

1.5 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

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1.6 User Acceptance Testing (UAT)

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 State shall be presented with all testing results, as well as written Certification that Hupp Information Technologies has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Hupp Information Technologies that the EIS system is installed, configured, complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the specified Acceptance Criteria and in the requirements defined in Hupp Information Technologies proposal response. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the EIS System and the interfaces, and verify implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved EIS 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 Hupp Information Technologies in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.

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Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new EIS System meets the User Acceptance criteria defined in the Work Plan.
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1.7 Regression Testing

Hupp Information Technologies shall be responsible for developing the test plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. Hupp Information Technologies shall perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) system components still meet their specified requirements.

When a programming change is made in response to a problem identified during user acceptance testing, a Regression Test Plan must be developed by Hupp Information Technologies based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/update is incorporated into the program; and second, to validate that there are no unintended changes to the other portions of the program.

Hupp Information Technologies shall:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

Hupp Information Technologies shall execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified software application to the users for retesting.

In designing and conducting such regression testing, Hupp Information Technologies shall assess the risks inherent in the modification being implemented, identify and assess any unintended consequences, and weigh those risks against the time and effort required for conducting the regression tests.

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1.8 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.9 System Acceptance

After the final System Warranty period has expired and if no Class A or B Deficiencies exist at the conclusion of the System Warranty period, the State will issue a Letter of Final System Acceptance, as further described in Exhibit K: *Warranty and Warranty Services*.

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System Maintenance and Support

1. SYSTEM MAINTENANCE

1.1 Hupp Information Technologies Responsibility

Hupp Information Technologies shall maintain the EIS Application System in accordance with the Contract. Hupp Information Technologies will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

Hupp Information Technologies 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 Custom Software Licenses

The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up limited right and license to use, copy, modify and prepare derivative works of the Deliverables, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the State in Hupp Information Technologies Proposal.

1.1.3 Software, Interfaces, and Patches

All EIS program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by Hupp Information Technologies as needed to meet the requirements, shall support and be compatible with Hupp Information Technologies developed Software and interfaces.

2. SYSTEM SUPPORT

2.1 Hupp Information Technologies Responsibility

Hupp Information Technologies 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.

2.2 System Support Levels

2.2.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, Hupp Information Technologies shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (1) hours of request;

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2.2.2 Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, Hupp Information Technologies shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and

2.2.3 Class B & C Deficiencies

For all Class B & C Deficiencies the State will notify Hupp Information Technologies of such Deficiencies during regular business hours and Hupp Information Technologies shall respond back, within forty eight (48) hours of notification, of planned corrective action.

2.3 Term

Hupp Information Technologies system support shall commence upon the State's issuance of the UAT Letter of Acceptance and remain in effect through the end of the Term, 6/30/2013, and any extensions thereof.

3. DATA COLLECTION

3.1 Records

Hupp Information Technologies shall maintain a record of the activities related to Warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, Hupp Information Technologies 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; and
5. Deficiency resolution information.

3.2 System Monitoring

Hupp Information Technologies shall 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 System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

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4. STATE HELP DESK COVERAGE

Hupp Information Technologies shall provide training and materials required to assist the State Help Desk prepare for support of the EIS System through ongoing coordination with the Help Desk on change management and training activities; escalation procedures; interim staffing for peak Help Desk demand periods and transition to a permanent arrangement, development of a Help Desk knowledge base; and metrics based on Help Desk inquiries. These activities, their sequence, and schedule shall be detailed in the Project Work Plan.

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 Priority Requirements- Hupp Information Technologies Response

1. SYSTEM MAINTENANCE

Hupp Information Technologies responses to the RFP Priority Requirements are detailed below and are the basis for the EIS Software Deliverable functionality.

1.1 Priority Requirements Response

Hupp Information Technologies shall implement a fully operational EIS Software Solution with the following functionalities listed herein as further described in the Contract herein.

1.1.1 Hupp Information Technologies Responses to Priority I Requirements

Responses to Priority Requirements are based on the EIS Software Products as required by the Contract.

- a. "Yes" indicates that the proposed EIS software product *as proposed to be developed for New Hampshire* satisfies all aspects of the requirement fully without modification to base code; and
- b. "No" indicates that the proposed EIS software product *as proposed to be developed for New Hampshire* does not satisfy one or more aspects of the requirement without modification to baseline code.

Table 1.2 Hupp Information Technologies Responses to Priority (or Mandatory) Requirements

	Requirement	Vendor Compliance (Y/N)	Vendor Response
	DOCUMENTATION		
A1.1.1	<p>Systems Administration Documentation</p> <p>The contracting vendor shall provide detailed documentation on system administration. Documentation shall include instructions to the systems administrator on adding or removing users, changing constant values, editing text, etc.</p> <p>The documentation must be provided in MS Office format and/or in a format that is web accessible.</p>	Y	<p>We are proposing a full time Testing and Documentation Specialist who will be responsible for creating documentation for all user roles defined in the new EIS solution. In addition to creating all the user role documentation, this team member will also create documentation that details the proper operation and administration of the system. Our project team will use Microsoft Word and Microsoft Visio to produce all user documentation.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.2	<p>Systems Operations Documentation</p> <p>The contracting vendor shall provide detailed documentation on system operation and maintenance, including detailed documentation on system backups and restore.</p> <p>The documentation must be provided in MS Office format and/or in a format that is web accessible.</p>	Y	<p>We are proposing a full time Testing and Documentation Specialist who will be responsible for creating documentation for all user roles defined in the new EIS solution. In addition to creating all the user role documentation, this team member will also create documentation that details the proper operation and administration of the system. Our project team will use Microsoft Word and Microsoft Visio to produce all user documentation.</p>
A1.1.3	<p>User Documentation</p> <p>The contractor must provide detailed user documentation on system operation. Each function available to users must be documented. Documentation must be integrated in system as a help file.</p>	Y	<p>We are proposing a full time Testing and Documentation Specialist who will be responsible for creating documentation for all user roles defined in the new EIS solution. In addition to creating all the user role documentation, this team member will also create documentation that details the proper operation and administration of the system. Our project team will use Microsoft Word and Microsoft Visio to produce all user documentation.</p>
A.1.1.4	<p>Service Level Agreements (SLA)</p> <p>The Certification Management System must have performance expectations and minimum level of performance measures defined in a service level agreement.</p> <p>If the vendor has a sample SLA that they have had success with on previous projects, please provide it in the proposal. The final format of the SLA will be determined jointly by the Using Agency and the contractor.</p>	Y	<p>Our prior projects have not included an SLA. We are willing to partner with the New Hampshire Department of Education to develop an acceptable SLA for use on the new EIS solution.</p>
PROJECT AND WORK PLANS			

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A.1.1.5	<p>Initial proposed work plan and schedule.</p> <p>In the proposal, submit an initial work plan and schedule for the installation of the Teacher Certification System. Make any necessary assumptions. Examples of tasks are to be specific focus groups, draft document submissions and review periods, status meetings, etc. All work plans, project plans, and schedules must be produced in MS Project.</p> <p>The work plan and schedule will be evaluated on thoroughness, quality, and reasonableness, not on exact dates shown. Specific task steps and dates will be subject to negotiation.</p>	Y	<p>We are providing a complete initial work plan that lists all modules and milestones to be addressed for a successful completion of the EIS solution. Our project team will use Microsoft Project for all project work plans and scheduling. The detailed work plan is outlined in Section 4.22, Topic 22 of the narrative response.</p>
A.1.1.6	<p>Final work plan and schedule</p> <p>The contracting vendor must prepare and submit a final work plan and project schedule after negotiations are complete and present it to the Department of Education no later than 14 calendar days after contract signing. All work plans, project plans, and schedules must be produced in MS Project.</p>	Y	<p>One of the deliverables of the Configuration Phase in our outlined project schedule is to produce a Final Work Plan. We do not feel that this document will be completely finalized by day 14 because the requirement gathering process will still be ongoing at that time. We are completely willing to produce a work plan based on our current understanding at that time. The work plan will be updated as our understanding changes and a Final Work Plan will be submitted as a deliverable of the Configuration Phase. Our project team will use Microsoft Project for all project work plans and scheduling. The detailed work plan is outlined in Section 4.22, Topic 22 of the narrative response.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A.1.1.7	<p>Project Plan</p> <p>The contracting vendor must produce detailed a project work plan, including tasks, resources, work time (estimate and actual), Gantt charts, etc. The project plan must be produced in MS Project. The project plans must identify, but not be limited to, these major tasks:</p> <ul style="list-style-type: none"> User requirements Business and technical requirements Logical design Development System and unit testing User testing Acceptance testing Implementation Ongoing operations Contingency plans Documentation review and delivery (transfer of knowledge) 	Y	<p>We have already included a project work plan with all the above mentioned topics. Our project team is very experienced in producing the project documents listed on other certification systems for other state agencies. Our project team will use Microsoft Project for all project work plans and scheduling. The detailed work plan is outlined in Section 4.22, Topic 22 of the narrative response.</p>
	<p>TESTING</p> <p>All systems must be fully tested prior to launch. Testing must include component as well as end-to-end testing. Testing shall be conducted in accordance with the approved test plans. The state project team will be available to work with The contractor to act as users testers.</p>		

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.8	<p>System/Unit Testing</p> <p>The contractor must produce and execute system/unit test plans for each application. The testing must verify that the application meets the functional and technical requirements. Test plans must include resource requirements, test scripts, data, and scenarios.</p> <p>The format of the test plan will be decided upon jointly by the Using Agency and The contractor.</p> <p>Test plans will not be implemented without the approval of the Using Agency.</p>	Y	<p>Hupp Information Technologies has an extremely mature test methodology that ensures our products function as designed when they are moved into production. Our submitted initial work plan includes all phases of the outlined testing methodology. In addition to this, we have proposed a full time tester to ensure all testing requirements get full attention from a dedicated team member. The full time tester will be responsible for creating test scripts, assisting New Hampshire users with testing, and performing all integration, regression, and system level testing. The detailed test plan is outlined in Section 4.14, Topic 14 of the narrative response.</p>
A1.1.9	<p>User Testing</p> <p>The vendor must produce and execute user test plans for each application. The testing must verify that the application functions in accordance with the business, user and technical specifications. The test plans will include testing of specific business cases, anomaly transactions, daily work functions, and administrative tasks.</p> <p>The format of the test plan will be decided upon jointly by the Using Agency and The contractor.</p>	Y	<p>Hupp Information Technologies has an extremely mature test methodology that ensures our products function as designed when they are moved into production. Our submitted initial work plan includes all phases of the outlined testing methodology. In addition to this, we have proposed a full time tester to ensure all testing requirements get full attention from a dedicated team member. The full time tester will be responsible for creating test scripts, assisting New Hampshire users with testing, and performing all integration, regression, and system level testing. The detailed test plan is outlined in Section 4.14, Topic 14 of the narrative response.</p>
	<p>TRAINING, DATA MIGRATION, AND CONTINGENCY PLANS</p>		

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A1.1.10	<p>Training Plans</p> <p>The contractor shall provide training plans to the Contracting Agency. Training plans will identify the users and systems administrators that need training, the topics to be discussed, and the time required to complete training.</p>	Y	<p>Hupp Information Technologies has an extremely mature training methodology that ensures the users of our products are knowledgeable on the proper functioning of the system. We are proposing a full time trainer/tester that is responsible for creating all training documentation, performing all required training, and taking any lessons learned and incorporate them into the testing and system documentation. The detailed training plan is outlined in Section 4.16, Topic 16 of the narrative response.</p>
A1.1.11	<p>Data Migration Plan</p> <p>The contractor must provide a data migration plan to the agency during the design phase. The plan will document how the existing data will map to the new system, provide a data dictionary, describe how the data will be migrated to the new system. The plan will identify time frames, roles and responsibilities.</p>	Y	<p>Hupp Information Technologies has an extremely mature data migration methodology that ensures all data is accounted for at an early stage in the development process. Our developers are trained to develop with converted data so any surprises are resolved early in the development process rather than late. The detailed data migration plan is outlined in Section 4.15, Topic 15 of the narrative response.</p>
A1.1.12	<p>Contingency Plan</p> <p>The contractor must work with the agency to develop a contingency plan that will ensure uninterrupted operations and processing of licenses during a system shut down.</p>	Y	<p>Hupp Information Technologies has extensive experience handling certification data and processes for large governmental agencies. We will partner with the New Hampshire Department of Education to ensure that an acceptable contingency plan is in place.</p>
	DESIGN DOCUMENTS		

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.13	<p>Logical Design</p> <p>The contractor must produce a logical design diagram that documents the conceptual design of the system including hardware, software, data transmissions, user privileges, etc. Logical process flowchart that depicts screen navigations and business processes is included. The State may, at its option, design a format for the logical design documents.</p>	Y	<p>Hupp Information Technologies has extensive experience designing, developing, and implementing certification systems. We have designed two implementations; one for Illinois and one for Oklahoma. We will leverage this experience to assist New Hampshire with the design and automation of its new EIS solution. We have included several sample design documents in Section 4.22, Topic 22 of the narrative response.</p>
A1.1.14	<p>Physical Design</p> <p>The contractor must produce a physical design document that documents the technical environment of the applications. Included in the document will be hardware configurations, software and hardware manufacturers, software configurations, communications configurations, diagram of data flow of application, data dictionary, technical documentation of user interface. The State may, at its option, design a format for the physical design documents.</p>	Y	<p>Hupp Information Technologies has extensive experience designing, developing, and implementing certification systems. We have designed two implementations; one for Illinois and one for Oklahoma. We will leverage this experience to assist New Hampshire with the design and automation of its new EIS solution. We have included several sample design documents in Section 4.22, Topic 22 of the narrative response.</p>
	ARCHITECTURE		

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.15	<p>Technical Architecture</p> <p>The state desires a system architecture that is compatible with the DOE and State architecture.</p>	Y	<p>Hupp Information Technologies is proposing that the new system be developed using the newest development tools from Microsoft. We are proposing a web based solution that will run on Microsoft Internet Information Services. The solution will be an ASP .Net implementation that will be coded using Visual Basic .Net and Microsoft Visual Studio .Net 2005. Microsoft SQL Server 2005 will be the database server software that is used. Microsoft SQL Server 2005 Reporting Services will be the reporting tool. The solution will run on any Windows 2000 compatible Intel based server that meets the minimum requirements for the associated server software mentioned. Our solution assumes that the internal network is based on Microsoft technologies and that it is running an implementation of TCP/IP. Our solution is not hardware dependent on any specific vendor.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.16	<p>Hardware</p> <p>List and describe all hardware, including servers, desktops, and communications equipment, required for optimal operation of the system. Indicate whether the system relies on specific manufacturers.</p>	Y	<p>Hupp Information Technologies is proposing that the new system be developed using the newest development tools from Microsoft. We are proposing a web based solution that will run on Microsoft Internet Information Services. The solution will be an ASP .Net implementation that will be coded using Visual Basic .Net and Microsoft Visual Studio .Net 2005. Microsoft SQL Server 2005 will be the database server software that is used. Microsoft SQL Server 2005 Reporting Services will be the reporting tool. The solution will run on any Windows 2000 compatible Intel based server that meets the minimum requirements for the associated server software mentioned. Our solution assumes that the internal network is based on Microsoft technologies and that it is running an implementation of TCP/IP. Our solution is not hardware dependent on any specific vendor.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.17	<p>Software</p> <p>The system must be compatible with Microsoft Windows 2000 and Microsoft SQL.</p> <p>List and describe all software, including operating systems, utility software, and software required for communications and security, required for optimal operation of the system. Indicate whether the system relies on specific manufacturers. List all minimum software version levels required for operation</p>	Y	<p>Hupp Information Technologies is proposing that the new system be developed using the newest development tools from Microsoft. We are proposing a web based solution that will run on Microsoft Internet Information Services. The solution will be an ASP .Net implementation that will be coded using Visual Basic .Net and Microsoft Visual Studio .Net 2005. Microsoft SQL Server 2005 will be the database server software that is used. Microsoft SQL Server 2005 Reporting Services will be the reporting tool. The solution will run on any Windows 2000 compatible Intel based server that meets the minimum requirements for the associated server software mentioned. Our solution assumes that the internal network is based on Microsoft technologies and that it is running an implementation of TCP/IP. Our solution is not hardware dependent on any specific vendor.</p> <p>We do recommend using Windows XP for the database and web servers, but none of the tools we have mentioned herein require it.</p>
	<p>HOSTING</p> <p>The state is considering two different hosting models. The vendor must propose at least one hosting solution it believes will best fit the needs of the state for implementation of the Teacher Certification system. The vendor may submit a proposal for more than one solution. In the proposal, please discuss the pros and cons of the proposed hosting solution(s).</p>		

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.18	<p>Hosting Solution #1</p> <p>The contracting vendor hosts the infrastructure and applications at the vendor site. The contracting vendor will assume all costs for hardware and operating system software for the application.</p> <p>The contracting vendor will provide technical support of hardware, operating environment and operating software, and will perform ongoing daily operations.</p>	Y	<p>Hupp Information Technologies is willing to perform this hosting option as part of the RFP. We are not including pricing for this option in our proposal. If this hosting option is decided upon, we will need to negotiate additional fees to support the dedicated hardware required to run the new EIS solution.</p>
A1.1.19	<p>Hosting Solution #2</p> <p>The infrastructure and applications are physically located at the State data center. The state will assume all costs for hardware and operating system software for the application.</p> <p>The state will assume all responsibility for the technical support of hardware, operating environment and operating software, and will perform ongoing daily operations.</p>	Y	<p>Hupp Information Technologies is proposing that the hosting be performed at the state agency. We believe that it is irresponsible to reproduce the necessary environment to properly host the application external to the state agency. Furthermore, by duplicating the environment that the state already possesses, additional cost will be incurred. This hosting option also allows the State of New Hampshire Department of Education more control over the solution which will make it easier for their staff members to become familiar with the implementation. In summary, this hosting solution reduces cost, uses facilities already in place, and puts NHDOE personnel closer to the implementation.</p>
	ELECTRONIC PAYMENT		

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.1.20	The vendor must use the state's standard electronic payment processor for approvals and processing of electronic payments. The state is currently accepting credit cards and e-checks.	Y	Hupp Information Technologies project team members are very familiar handling electronic payments. The OTIS and ECS systems in Illinois have handled more than \$1,000,000 dollars of electronic payments. We have worked with three payment systems, and they are generally alike. Our project team looks forward to leveraging our knowledge of online payment systems to assist the NHDOE in avoiding common mistakes and pitfalls when processing online payments.
A1.1.21 Mandatory	System must be able to generate refunds.	Y	Hupp Information Technologies project team members are very knowledgeable in handling refunds for certification systems. We will leverage this experience in partnership with the NHDOE to ensure all forms of payment can be refunded. Once the payment is refunded we will ensure any necessary links with other internal systems are also updated as necessary.

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Table 2.

	Requirement	Vendor Compliance (Y/N)	Vendor Response
	General System Requirements		
A1.2.1	Data must be able to be electronically received and transmitted.	Y	Hupp Information Technologies is proposing a web based enterprise solution using standard web technologies to transmit electronic data to and from the NHDOE servers. This collection of technologies will allow for data to be electronically received and transmitted. Our solution will allow for every sort of electronic movement of data necessary to properly meet the requirements of this proposal. The solution will be tailored to the needs of individual user groups of the system to ensure that all user groups are able to send and receive data specific to their situation and role. The Hupp Information Technologies team members have implemented an online credentialing system called ECS in Illinois, in which all data is electronically sent and received. We will leverage our extensive experience in this area to create a highly flexible electronic system that is both sophisticated and easy to use.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.2	<p>One-time entry of base data.</p> <p>This data must populate other screens, form letters, and reports as appropriate.</p>	Y	<p>The Hupp Information Technologies project team is well versed in the proper design, coding, and implementation of enterprise-wide systems. The system will be constructed from the ground up to meet the specific needs that face the NHDOE. The Hupp Information Technologies project team has extensive experience in ensuring that duplicate data is not allowed into the system. Our database administrator will structure the database specifically to eliminate redundant data and consequently redundant user entry. In addition to this, algorithms will be used to ensure that duplicate accounts are not created for the same educator.</p>
A1.2.3	<p>Internal triggers to minimize duplicate data entry.</p> <p>Entry of some data must trigger actions to minimize duplicate data entry.</p> <p>Example: if a check is received, entry on the applicant's checklist must trigger updates to the Check Receipt Log record.</p>	Y	<p>The Hupp Information Technologies project team is well versed in the proper design, coding, and implementation of enterprise wide systems. The system will be constructed from the ground up to meet the specific needs that face the NHDOE. Our database administrator will ensure that the database design eliminates redundant data and consequently redundant user entry. All appropriate technologies will be used to ensure that no duplicate data entry is ever required in the new EIS solution.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.4 Mandatory	<p>Base educator record should display all required key fields.</p> <p>The base educator record should display all of the following information in an easy-to-read format: Name, Alt Name, Phone (Work/Home), Educator ID, SSN (if appropriate), Employed/Not Employed, all endorsements, with the primary endorsement(s) highlighted, and the educator's current work assignment(s), as well as other appropriate information.</p>	Y	<p>This information is very similar to the information that Hupp Information Technologies has been capturing for the State of Illinois for over five years. We will ensure that the numeric code values are used in the database while displaying an English description (along with the codes where required) to the user of the system. During the design phase, our project team will review all applications, existing data structures, and required reports to ensure that all data elements are properly identified and incorporated into the screen design.</p>
A1.2.5	<p>Maintain one header record and several sub-records for each educator.</p> <p>A single applicant may be pursuing multiple Alternatives and renewals at the same time. EIS must maintain one Header record and several sub-records for each educator that will allow NHDE to enter and track each application and renewal separately.</p>	Y	<p>The Hupp Information Technologies project team has already implemented this exact structure in the ECS solution used in Illinois. Each educator has one header record with numerous additional tables of detailed information all linking back to the header record. Our database administrator will design the database in a similar fashion for the new EIS solution. We will have tables pertaining to all aspects of an educator's certification that link to the educator header table. No data will ever be entered more than once. Furthermore, all data will be saved without being overwritten so that historical information will forever be available.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.6 Mandatory	The system must be fully accessible to users via the Internet, using a web interface.	Y	Hupp Information Technologies is proposing an entirely web-based solution that will allow users with Internet access to use the system anywhere in the world. Security roles will be defined for each user that will limit the functionality available to that user.
A1.2.7 Mandatory	The system must be able to use the existing NHDE network.	Y	Hupp Information Technologies is proposing a solution based on proven technologies that have already been implemented in Illinois. Our solution is designed to be independent of hardware. Any site that can run the required software will be able to use our solution. There will be no compatibility issues with the New Hampshire network topology.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.8	<p>System must date/time stamp each record.</p> <p>The system must put a date/time stamp on each record that indicates what was added or changed, when the update was made and by whom. Examples mentioned included checklist items, status codes, key transactions (updating credentialing information, educator test scores, educator investigations, etc.)</p>	Y	<p>Hupp Information Technologies is a strong believer in keeping adequate tracking information. This is critical for web applications because many of the issues that arise must be researched after the fact. We stamp every record with who created it and the date and time it was created. We also keep track of the last person to update the record with the date and time it was updated. In addition to this information, we keep an audit table of every click that a user makes. This information is essential to debugging issues encountered by users. To assist the development and support team with addressing user issues, we also have an email sent to the project manager any time a database error is encountered by a user. In many cases, our project team in Illinois was able to fix errors while the users were still actually online using the application. This is because we were notified as soon as they received the error and had someone fixing it before they even called.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.9 Mandatory	The system must maintain audit trail information on significant Actions.	Y	Hupp Information Technologies already performs this type of auditing in the Illinois ECS implementation. We track every user click so that a complete reproduction of a user's action can be built. This is very helpful when dealing with support calls and often allows a support staff member to determine if a user's account of events matches what really happened. There have been several cases in Illinois where a user has called saying their credit card was charged. When the audit log was checked they had performed all the steps of the application wizard but their method of payment was declined repeatedly.
A1.2.10 Mandatory	<p>System must incorporate stringent security and various user roles.</p> <p>EIS will be a networked system. Since it contains sensitive data elements, comprehensive system access and security systems must be developed and maintained.</p> <p>The security must include the ability to define user roles. An application must allow administrators to maintain or modify the roles to provide user defined portals into various DOE applications. The system must have a process to prevent multiple log-ins for the same person across various DOE applications. The roles must enable screen level and field level security. Therefore on a given screen the fields accessible will be dependent on the role assigned to a user.</p>	Y	Hupp Information Technologies has implemented a very similar security structure in the Illinois' ECS system. Our security system is role based. We will leverage our experience in this area to ensure that each user only has access to the information and screens that their role allows them to have. Users can be given progressively more access to the system by simply assigning them additional security roles. In this way each user's access can be tailored to his or her particular job assignment. More information on security can be located in Section 4.5, Topic 5 of the narrative response.

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A1.2.11	<p>Produce text and/or numerical data extracts.</p> <p>The system must produce text and/or numerical data extracts that can be exported into standard desktop word processing and spreadsheet applications. (NHDE uses Microsoft Office products.)</p>	Y	Hupp Information Technologies has extensive experience in the area of data extracts. All of our systems allow data to be extracted through a customizable ad hoc search utility. Any data element, from any table, can be used in the search and the resulting output can then be exported to any standard Windows application. More information on our custom search tool is located in Section 4.4, Topic 4 of the narrative response.
A1.2.12	<p>Produce PDFs of all forms.</p> <p>The system should provide all possible applications and forms in PDF format and make them available to users over the internet.</p>	Y	Hupp Information Technologies will work with the New Hampshire Department of Education to ensure all existing paper applications are converted to PDF format and made available to users of the new EIS solution as a download.
A1.2.13	<p>Discourage reliance on batch runs for printing, reporting, and updates.</p> <p>EIS must allow for real-time updates to the main database whenever feasible. It must also allow staff members to produce certificates, forms, letters, and reports on-demand. Batching processes should also be used when necessary.</p>	Y	Hupp Information Technologies is a strong believer in real time data availability. The ECS solution that was implemented in Illinois allows for individual letters and certificates to be printed, or entire batches of pending certificates and letters to be printed. We will implement a similar system in New Hampshire to ensure that all required functionality is met. Walk in applicants will be able to get their certificate printed individually on the spot while online applicants can get their certificates printed and mailed in a daily batch. Deficiency letters and any other output intended for educators will work in the same manner.

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A1.2.14 Mandatory	<p>EIS must receive, store and retrieve scanned documents.</p> <p>The scanning solution must be seamlessly integrated into the EIS application.</p> <p>Scanning equipment would simplify entry of paper forms to the system.</p>	Y	<p>The Hupp Information Technologies proposed project team is very familiar with scanning of teacher credential documentation. Our solution in Illinois is able to identify documents as they are received and scanned. This is possible because all documents are bar coded. Any pre-printed forms such as applications already have bar codes present; while educator produced documents such as transcripts are bar coded with labels when they arrive. This allows the Illinois solution to identify all scanned documents automatically without any user input.</p>
A1.2.15 Mandatory	<p>Allow inquiry and processing by non-BOC authorized staff. The system should allow remote, non-BOC, users to access the system and participate in the credentialing process. These users should have limited access to only what is required for their roles. The NHDE has identified several roles for non-BOC authorized individuals and will consider additional roles.</p> <ul style="list-style-type: none"> • Superintendents must be able to provide input to verify applicants meet credentialing requirements. • Superintendents must be able to provide input to verify educator employment, classroom assignment and HQT qualifications. • Institutes of higher education must be able to endorse students over the internet. • Applicants must be able to apply and inquiry on their credentials over the internet 	Y	<p>The Hupp Information Technologies project team has extensive experience in collecting credential information from several user sources. In Illinois, when students graduate from an approved teacher education program, the institutions can electronically notify the students of their eligibility for a teaching credential. The students can then log in and apply for the credential using a credit card for payment. The data is also available to school districts so they can review prospective new hires for appropriate state credentials.</p>
	Process Applicants		

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A1.2.16 Mandatory	One of the most basic capabilities needed in a system that is useful for BOC is the ability to verify receipt and completeness of the material required of new certification applicants.	Y	The Hupp Information Technologies project team has extensive experience in handling the receipt and processing of applications and the documents that support the applications. Our automated workflow module will allow a user with appropriate security roles to assign required documents to an application. The system will then automatically send out deficiency notices until all supporting documents are received. The documents are identified by bar code as they are scanned. When all documents are received, the application is forwarded automatically to the appropriate specialist for that type of application. We will work with the NHDOE to determine their desired algorithm for this assignment. If one document is received but others are missing, the system will automatically issue a deficiency statement requesting the remaining documents. The scanned documents will be available to all users with the appropriate security roles.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.17	<p>EIS must supply a checklist for each Alternative/Endorsement/Authorization.</p> <p>The checklist would list all submission requirements. This also applies to Process Renewals and possibly Capture and Maintain Educator Data, if NHDE accepts Professional Development info in a piecemeal form.</p> <p>The system must automatically verify and 'check off' requirements that are already on file in the system or received electronically. For example, if a test record is received from the testing agency, then this requirement for a given individual should automatically be verified. If an Institute of Higher Education endorses a student then the requirement should automatically be verified. If an applicant is applying for an additional credential, then any requirements already met should automatically be marked as completed.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in handling the receipt and processing of applications and the documents that support the applications. Our automated workflow module will allow a user with appropriate security roles to assign required documents to an application. The system will then automatically send out deficiency notices until all supporting documents are received. The documents are identified by bar code as they are scanned. When all documents are received, the application is forwarded automatically to the appropriate specialist for that type of application. We will work with the NHDOE to determine their desired algorithm for this assignment. If one document is received but others are missing, the system will automatically issue a deficiency statement requesting the remaining documents. The scanned documents will be available to all users with the appropriate security roles. This automation also applies to testing results. All tests will be mapped to the appropriate endorsement area. Once a test has been imported (or manually added), and marked as passed, the system will automatically know which endorsement area goes with that test and issue all endorsements that were deficient due to missing test results.</p>

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A1.2.18	EIS must process all credentials administered by the BOC, such as: <ul style="list-style-type: none"> • General Educator Certificates (BEC, EECs) • Vocational Educator Certificates • Paraprofessional Certificates 	Y	The Hupp Information Technologies team has extensive experience in this area. We handle certificates of all types; alternative, standard, initial, and provisional, among others. We also have extensive experience handling both highly qualified and non highly qualified paraprofessional credentials.
A1.2.19	The system must supply an individualized checklist for each applicant. The educator checklist must display the required documentation and fees that the applicant must submit, the due date(s), and the date each item was received.	Y	The Hupp Information Technologies project team has extensive experience in handling the receipt and processing of applications and the documents that support the applications. Our automated workflow module will allow a user with appropriate security roles to assign required documents to an application. The system will then automatically send out deficiency notices until all supporting documents are received. The documents are identified by bar code as they are scanned. When all documents are received, the application is then forwarded automatically to the appropriate specialist for that type of application. We will work with the NHDOE to determine their desired algorithm for this assignment. If one document is received but others are missing, the system will automatically issue a deficiency statement requesting the remaining documents. The scanned documents will be available to all users with the appropriate security roles. We will also ensure that the deficiency letters contain any due dates and fees that are required.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.20	<p>Checklists must indicate the date an item was requested or received.</p> <p>In addition to the automated check off process, it should be possible to "check off" each item as it is received by BOC, as well as the date received.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in handling the receipt and processing of applications and the documents that support the applications. This has been covered in prior discussions. The new EIS system will automatically check off received items. Evaluators will also have the ability to manually check off items that are approved that can not be electronically evaluated such as content of transcripts.</p>
A1.2.21	<p>EIS must include comment fields related to missing application/renewal items.</p> <p>It is possible that an item is present, but in an incomplete state. Therefore, it should be possible to attach comments (e.g. "missing signature") to the information about a specific item.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in handling the receipt and processing of applications and the documents that support the applications. The new EIS system will be similar to the Illinois system in that the NHDOE will be able to assign notes to educators and their applications at any time. Deficiency statements can also be customized and sent out at will for any scenario that is out of the ordinary.</p>
A1.2.22	<p>EIS must maintain a variety of application-specific status codes.</p> <p>Each application should have the ability to maintain a status of "incomplete", "complete/pending" (waiting for BOC to make a ruling), or "completed" (after a decision is made).</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in handling of certificate statuses. The ECS system in Illinois has multiple statuses to ensure an application's status is always known. In many cases the system automatically modifies these statuses. It also allows the evaluator to manually change the status as the situation requires.</p>

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A1.2.23	<p>EIS must generate a variety of reports and form letters.</p> <p>These items should indicate what is present and absent from a specific applicant's file, which files are incomplete, and which items are missing.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in producing meaningful reports and form letters. We will work with the NHDOE to determine which reports are most useful and then leverage our experience in dealing with certification data to produce straightforward easy to read reports. We will also work with the NHDOE to create form letters to applicants. As we have previously mentioned, the system will be capable of tracking and reporting on the status of any application; to include which documents have arrived, which are still missing, and which applications are complete and ready to be worked.</p>
A1.2.24	<p>Record application denial reason and date.</p> <p>If an application is denied, the system must record the denial reason, date, and Alternative path.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in the handling of deficient applications. We will automate deficiency reports so the evaluator can simply mark an application deficient. The system will then automatically generate the deficiency letter based on the automatic deficiencies, plus any entered by the evaluator. We will ensure that this information is stored, tracked, and dated. If a denied application is different from a deficient application (we typically view them as the same thing - you are deficient because you did not meet the standards for application), then we will ensure the denial reason, date, and alternate path are recorded.</p>

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A1.2.25	<p>Record appeal date and NHDE decision.</p> <p>If an educator appeals a decision made by the BOC, the system must flag the record, and record the appeal date and the decision. BOC staff should be able to attach comments about the appeal to the educator record. Comments could include lists of supporting documents, correspondence, etc.</p>	Y	The Hupp Information Technologies project team will ensure the new EIS system has all required BOC information that is generated from appeals. We will work with the NHDOE and the BOC to determine what information is needed and then ensure they are allowed to record and view it.
A1.2.26	<p>EIS must contain comments fields/free-form text boxes for various types of data.</p> <p>As the various items are received, the system must be capable of accepting input of all critical items of information that the BOC staff must actually use in assessing the candidate's eligibility, or may want to retrieve later. Note that for Alternative 5, these are fairly numerous, including the Mentor, GPA, credits, etc. For Alternative 4, this could include whatever elements of the IPDP BOC staff consider worth capturing. Certainly, it should be possible to capture unstructured information (from the IPDP for example), in free-form comment/text fields.</p>	Y	The Hupp Information Technologies project team has extensive experience in handling the receipt and processing of applications and the documents that support the applications. We will ensure that comments can be entered as needed for all aspects of the system.
A1.2.27	The system should auto number each applicant.	Y	The Hupp Information Technologies project team has extensive experience in handling educators. We will generate a unique number that refers to each teacher. This number can then be communicated to the teacher and used in place of the SSN. In Illinois the number we generated is called the IEIN (Illinois Educator Identification Number). It is used to look up applicants and to grant access to the online system if the educator forgets his or her login information.

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A1.2.28	EIS should contain a secondary name field (A.K.A.) to store alternative names.	Y	The Hupp Information Technologies project team has extensive experience in handling name issues of educators. We keep track of any name ever entered into the system. If a name is changed, the prior name is recorded and displayed anytime the educator record is viewed. We also do searches against this previous name database when doing SSN and Last Name matches for login purposes.
A1.2.29	Communication numbers must include phone number and email.	Y	The Hupp Information Technologies project team has extensive experience in recording and tracking teacher demographic information. We will allow educators to update their information online. Other users with the appropriate security access will also be able to update the demographic information. We allow multiple phone numbers to be recorded.
A1.2.30	EIS should automatically check new applicants against the Archive file and the Revocations file (including checking the A.K.A. records).	Y	The Hupp Information Technologies project team has already implemented similar functionality in Illinois. Any time an educator is displayed, the system will check to see the educator is present on the felony table and revocation table. If they are then the record is flagged and no new credentials can be issued through the system. We will work with NHDOE to determine the exact edits so that no credential is issued in error.

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A1.2.31	<p>User query for educators with missing checklist items.</p> <p>Users require a pre-formatted, on-demand query to list educators who have missing/overdue checklist items (for both new applications and renewals).</p> <p>Additionally the system should provide a work queue to display the applications that require processing. The work queue should provide functionality that assists the BOC in managing and completing the backlog of application requests.</p>	Y	<p>The Hupp Information Technologies project team is very familiar with ad hoc queries. Our ad hoc query tool allows users to create and save queries so they can be executed at any time. We will work with the NHDOE to create the exact queries desired so that they are available at will through the ad hoc query tool. This information can then be extracted to any program that accepts comma delimited files.</p>
A1.2.32 Mandatory	<p>EIS should allow educators to submit only one copy of required documentation, regardless of the number of endorsements and/or renewals the educator has submitted.</p> <p>If an educator is applying for more than one Alternative at the same time, he/she need only submit one copy of these shared requirements. The system must update each sub-record accordingly. Example: an educator may apply for 3 different Alternatives that each requires him/her to submit an application, college transcripts and PRAXIS test scores. When the educator sends in these 3 documents, the NHDE operator must only enter this data one time. The system must record this information on each appropriate sub-record. However, BOC staff should be able to override this as necessary.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in handling the receipt and processing of applications and the documents that support the applications. We will ensure that only one copy of any required document is necessary, unless they actually need to submit a new copy for each application. Code tables will be set up that will indicate to the system if an old copy of a document is acceptable, or if a new copy should automatically be requested.</p>
A1.2.33	<p>EIS must maintain and track data about educator progress on IPDPs.</p> <p>During the three-year period of the intern license, EIS would be used to record whatever data are received about the candidate's progress toward the IPDP goals, changes in status, etc.</p>	Y	<p>The Hupp Information Technologies project team will work with the NHDOE to determine the exact data requirements of the IPDPs. Will ensure this data is tracked and that all appropriate user roles have access to it.</p>

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A1.2.34	EIS must automatically flag educator checklists. For missing information, the checklist is flagged and a letter is automatically generated by the system and consequently sent to the candidate.	Y	The Hupp Information Technologies project team has extensive experience in the automated handling of applications and their required documents. We will ensure that all deficiency letters are handled automatically when possible. We will also automate the handling of deficiencies manually assigned by evaluators.
A1.2.35	NHDE staff must be able to print form letters to an applicant. BOC staff must be able to print letters as needed. The system should automatically customize these letters to show missing/overdue/received items specific to an individual's checklist. (This also applies to Process Renewals.)	Y	Our proposed project team has extensive experience handling deficiency letters. The proposed solution allows batch or individual printing of deficiency letters. Any application that cannot be issued, that possesses deficiencies, will be automated as already discussed in detail.
A1.2.36	EIS must maintain database of approved NH/ICC programs. The system should maintain a database that lists approved programs in NH and ICC states, as well as program approved by all accepted regional accreditation agencies. BOC staff assigned the following ratings to the requirements listed in this section:	Y	The Hupp Information Technologies project team has extensive experience in automating the approved program recommendations. Part of this process is to keep track of the New Hampshire institutions of higher education that have teacher education programs. We will ensure all required data is tracked and maintained by users with the appropriate security roles.
	Process Renewals		
A1.2.37	Maintain renewal checklists. To support the renewal processes, EIS should perform the same basic identification, record keeping, status recording, and verification of materials against a checklist explained above with respect to initial certification.	Y	Renewal will be treated just like any other application. The system will know what is required. If the system can automatically issue the credential, it will. If it cannot, a deficiency letter will be sent out.

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A1.2.38	<p>Maintain applicable educator statuses.</p> <p>EIS should maintain a status of "expired" for an educator whose endorsement(s) is past the renewal date.</p>	Y	Our proposed project team is quite familiar with handling expired credentials. We will ensure that all expired credentials are marked expired. This is exactly how our ECS implementation in Illinois currently works.
A1.2.39 Mandatory	<p>Generate renewal requests.</p> <p>The system should automatically generate renewal requests for all educators approaching expiration of their credentials. These requests should be electronic if applicant can receive an electronic reminder.</p> <p>For credential holders who are employed by a school district the SAU must be informed of the pending renewal requirement.</p> <p>The BOC must be presented with a work queue to guide the processing of renewals (identifying the upcoming renewals as well as the renewal applications).</p> <p>The SAU must also have a work queue that enables the SAU to manage, request and approve renewals.</p>	Y	The proposed project team is very familiar with the handling and automation of certificate renewals. We will work with the NHDOE to determine the best approach. All educators who have created an account in the new EIS system will be notified electronically and will be able to renew online at their discretion (assuming they do not have any deficiencies present).
A1.2.40	<p>Generate standard "Missing Requirements" letters, and log the mailing date.</p> <p>These letters should be customizable, as necessary.</p>	Y	This has been covered in detail. The project team will ensure that all requirements are tracked in detail and their necessary deficiency statements tailored to each educator are created.
A1.2.41	EIS should generate a list of certified educators sorted by renewal date.	Y	The ad hoc reporting tool can easily create this report. It can have the columns that NHDOE desires, and could even have different columns for different users if desired.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.42	<p>EIS should create a renewal list with pre-formatted, individualized renewal forms for each SAU.</p> <p>The renewal form should indicate any requirements that the applicant must complete. These requirements should be customized based upon the needs of the specific applicant.</p>	Y	<p>The Hupp Information Technologies will work with the NHDOE to meet this requirement. If necessary, we will produce the desired forms. However, with the ability to renew online, it will probably be sufficient to allow districts to see teachers that have not renewed in the new EIS solution. They will be able to print this information which can then be used to remind educators who are still not renewed. It should become unnecessary to mail anything to individual districts or educators at renewal time. Again, if this is still determined to be a requirement, we will work with the NHDOE to meet it.</p>
A1.2.43	<p>EIS should produce a report that identifies educators with overdue renewals.</p> <p>Staff should have the option of selecting whether to report on employed or non-employed.</p>	Y	<p>We have produced many reports like this in the past for Illinois. We will ensure that New Hampshire is able to get the desired reports.</p>
A1.2.44	<p>EIS should generate staged form letters (as well as an electronic work queue) to Superintendents who employ educators with expired certifications.</p>	Y	<p>We will ensure that all superintendents are notified when they employ an educator with an expired certificate. This implies that we will need to interface to the system that tracks and records this information. The proposed project team has created reports like this one for Illinois.</p>
A1.2.45	<p>Renewal process and Master Plan Approval Process should be linked.</p> <p>The renewal process should be linked to the Master Plan Approval Process to prevent renewal reports from being mailed to Districts that have not filed approved Master Plans.</p>	Y	<p>The Hupp Information Technologies project team will ensure that this requirement is met.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.46	<p>Generate a Praxis requirements form letter.</p> <p>This letter must be sent to any educator who must submit Praxis test scores in order to complete their renewal process.</p>	Y	The Hupp Information Technologies project team will automate this task so that the deficiency letters are sent out automatically.
A1.2.47	<p>Process Fees</p> <p>All application alternatives and renewals have fees associated with them. The fee must be processed as part of the application package and must be tied in with the state electronic payment system.</p>	Y	The Hupp Information Technologies project team has extensive experience in handling fees associated with applications. We will ensure that fees are added to the list of required items for each application. If an application is received with no fees, the automated deficiency system will send a deficiency to the applicant requesting the fee. When the fee is received, we will ensure the money is properly integrated with your existing accounting system.
A1.2.48	<p>Store fee data and educator data in the same database.</p> <p>One central relational database should handle both the fee data and the educator certification data.</p>	Y	The Hupp Information Technologies project team has extensive experience in handling of application fees. We will ensure the fee data and the certification data elements are both stored in the same database.
A1.2.49	<p>Automatically generate a check receipt report.</p> <p>The system should generate a check receipt report that can be automatically transmitted to OBM and its systems without entering any new data.</p>	Y	The project team has extensive experience handling fees received for applications. We created a daily report in Illinois that tracks all fees received that day for certificate applications. The report can even be set to start at a specific time for the purposes of handling credit card reconciles. In many cases, credit cards are reconciled early in the morning, and anything received after 2:00 AM is credited on the next day's deposit. We will work with the NHDOE to ensure our receipt reports properly record all types of money received in a way that allows easy reconciliation with deposits.

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A1.2.50	<p>Generate a cumulate fees report.</p> <p>The system should generate cumulative information on the amount received by BOC for any given period, broken down by the type of transaction (i.e., new application, renewal, etc.).</p>	Y	<p>The project team has extensive experience handling fees received for applications. We created a daily report in Illinois that tracks all fees received that day for certificate applications. The report can even be set to start at a specific time for the purposes of handling credit card reconciles. In many cases, credit cards are reconciled early in the morning, and anything received after 2:00 AM is credited on the next day's deposit. We will work with the NHDOE to ensure our receipt reports properly record all types of money received in a way that allows easy reconciliation with deposits.</p>
A1.2.51	<p>Generate a report of educators with overdue/missing fees.</p> <p>Because fees will be maintained on the educator's checklist, the system should generate a report of applicants from whom fees are missing, as well as the amount due. (Note: this does not constitute a 'debt' to the Department because the BOC takes no action on an application until the fee is received.) The checklist should indicate if a check was received and returned to the educator for any reason. The checklist should also note if a reimbursement was issued to an educator.</p>	Y	<p>The project team will ensure that this fee report is built into the new EIS solution.</p>
A1.2.52	<p>Produce a Fee-related form letter.</p> <p>EIS should produce a fees' form letter that can be used to request missing fees or to return incorrect/unnecessary checks.</p>	Y	<p>As previously explained, missing fees will automatically generate a deficiency letter. We will also ensure that returns and incorrect amounts are handled as well. We envision these items as application deficiencies that would be indicated by the evaluator of the application. The web application process would never let an application be submitted that had the wrong fee amount.</p>

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A1.2.53	<p>Update educator record with current fee data.</p> <p>When fees are received, it should be possible to capture the receipt of the fee and the date, while updating the candidate's record to indicate that the amount is no longer outstanding.</p>	Y	<p>This will be handled as part of the automated deficiency processing. The system knows the fee is needed and will send out a deficiency until it is received. Once it is received, the new EIS solution will recognize that the fee is received and that a deficiency no longer exists. It is our vision to not allow online applications to be submitted without fees. If this can be assumed, we are really referring to paper applications received without fees. Any time a fee is collected it will have the date, time, and amount of the event.</p>
A1.2.54	<p>Issue Credentials and Authorizations</p> <p>Once all complete application packages are reviewed and approved the appropriate credential/authorization must be printed and mailed to the educator.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in the area of issuing educator credentials. We will leverage that experience to ensure that any certificate that has been electronically approved or approved by an evaluator will be printed. A certificate can be printed in batch mode or individually.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.55	<p>Automatic system prompt to print certificate.</p> <p>Once an educator's application or renewal checklist has been completed, the system should automatically prompt the user to print the relevant certification form. Users should be able to override this prompt if necessary.</p>	Y	<p>The Hupp Information Technologies project team has extensive experience in this area, as well as, approving and printing certificates. When possible we recommend automatically sending a certificate to print once it is approved by the evaluator. The system will automatically approve and issue certificates that do not require evaluator review. Certificates in this status will most often be those recommended by New Hampshire institutions. We envision a work flow process by which an application is automatically routed to an evaluator if it is determined that staff review is necessary. The staff member resolves the application (and thus removes it from his or her queue) by either issuing a deficiency statement or issuing the certificate. Once the certificate is issued the system will automatically place the certificate in the print queue. The evaluator would still have the option of printing the certificate immediately if needed. This flow will ensure that certificates are not mistakenly withheld from the print queue. We will work with the NHDOE to ensure this approach meets their requirements, and partner with them to come up with a desirable solution if it does not.</p>

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A1.2.56	Maintain unique, permanent record for an educator's Certificates and Endorsements. EIS must maintain a permanent historical record for each Certificate, Endorsement, Authorization, and Renewal.	Y	The Hupp Information Technologies project team believes that data should never be destroyed. We will ensure that all records are kept so that the data in the database reflects what actually happened. This approach ensures that historical data will be just as readable and accurate as current data. No records are ever replaced in our solutions. We just add new data.
A1.2.57	Track and maintain historical record for Certificates and Endorsements. Since one Certificate may include multiple Endorsements, the system must be able to track and maintain a historical record for each specific Endorsement as well as for each Certificate.	Y	Please see answer above. We will meet this requirement.
A1.2.58	Print Certificates on demand, or in Batch. Users can print Certificates for individuals, on demand, or in batch.	Y	As we mentioned previously, this requirement will be met for the printing of certificates, deficiency letters, and paraprofessional credentials.
A1.2.59	Print on laser paper. Certificates can be printed on a laser printer, using pre-printed paper that indicates that the form is a unique, official document.	Y	Our solutions in Illinois and Oklahoma have been designed and implemented so that the certificates print on standard size certificate stock in a standard laser printer. We will work with the NHDOE to determine their preferred stock and then test that stock in their chosen laser printer as part of the design phase for the printing of certificates.
A1.2.60	Print certificates using system data. EIS will print certificates using existing system data.	Y	Our project team will produce certificates based on the system stored in the database. This has been our approach in Illinois, and our team is very familiar with its implementation.

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A1.2.61	<p>Provide replacement Certificates.</p> <p>EIS will provide replacement copies of Certificates to educators. The replacement copies will have all original issue dates. There should not be a 'version number' on the replacement form.</p>	Y	This is functionality our project team has already implemented in Illinois. The ECS system allows educators to request reprints of any certificate that they hold. We will work with the NHDOE to determine the exact requirements for the reprint, such as specific certificate wording or fees.
A1.2.62	<p>Automatically calculate expiration dates.</p> <p>EIS will automatically calculate the expiration from the issuance date, rounding to the nearest June 30th.</p>	Y	This is functionality that is already present in the Illinois ECS system. We calculate expiration dates based on issuance date. We can base the calculation on fiscal years, calendar years, actual issuance date, or any other algorithm that the NHDOE desires.
A1.2.63	<p>Record the date an endorsement is added to a Certificate.</p> <p>The BOC needs to record the date an endorsement was added. The Endorsement Code vs. Valid Date report is generated as a result of this process. The following fields are required for endorsements. Original certification Drop date Renewal date</p>	Y	We will ensure that this functionality is built into the new EIS system. We currently keep track of issue date and renewal date for Illinois. The Illinois system does not have the concept of a drop date, but we will work with NHDOE to understand the requirements of this date and add it as necessary.
	<p>Capture and Maintain Other Educator Data PAF, and other Personnel Data</p>		

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A1.2.64	<p>Maintain "incorrect address" checkbox.</p> <p>EIS should maintain an "incorrect address" checkbox that will be checked any time that mail is returned to the BOC. Staff should be able to report on this flag, and have the option of using the flag to prevent future mailings to the educator. This should exist for both incorrect physical mail addresses as well as email addresses.</p>	Y	<p>We will ensure that a check box is included in the new EIS system that will allow for an address to be marked "incorrect". We are also currently building functionality into the Oklahoma implementation that will allow the National Change of Address file to be imported from the US Postal Office. This file indicates invalid addresses and also includes new addresses if educators have moved and registered with the Post Office. We will incorporate this functionality into the new EIS system if the New Hampshire DOE desires.</p>
A1.2.65	<p>Maintain secondary name field.</p> <p>EIS should maintain a secondary name field (an "a.k.a.") that will be used to store maiden or previous names.</p>	Y	<p>We will keep track of all names used by a person. We will also keep track of any old names if the person changes his or her name. In Illinois we allow the applicant to change their name using the ECS system. We can make this functionality available to the New Hampshire educators at the NHDOE discretion.</p>

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A1.2.66 Mandatory	<p>Allow electronic capture of PAF data.</p> <p>EIS should allow electronic capture of the source (i.e. SAU only) of a PAF, as well as the ID of the educator it pertains to.</p> <p>The SAU should have the ability to enter this information directly into the system.</p> <p>This information should be expanded to include:</p> <ul style="list-style-type: none"> * class room assignment information * course assignments with standard course definitions * HQT status at the class level <p>Some of this information may only be assessable by the current employed district. Other information will need to be assessable by any SAU and school.</p>	Y	<p>We are very familiar with the Highly Qualified Teacher aspect of No Child Left Behind. We have implemented HOUSSE in Illinois and are currently working on HOUSSE for Oklahoma. We will work with the NHDOE to determine their current highly qualified teacher status and partner with them to create a system that highly qualifies as many teachers as possible. Our implementation will allow SAUs to enter their teacher and class assignments. It is possible for New Hampshire to automatically highly qualify teachers based on this information alone because of testing, National Board of Professional Teaching Standards certificates, degree majors, and master areas. By mapping the tests to the endorsements areas, endorsement areas to classes, and classes to NCLB highly qualified subject area it is possible to automatically highly qualify most of your teachers that have been subject to testing requirements. Veteran teachers usually rely on HOUSSE, degree majors, or master's area to get their highly qualified status. This is an area in which we have extensive experience, have worked with two states to accomplish, and understand at all levels.</p>
A1.2.67	EIS should allow capture of all fields on the PAF.	Y	We will work with the NHDOE to ensure that the new EIS system has the ability to capture all fields on the PAF.

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A1.2.68	EIS should allow capture of an audit trail of who updated the file and when.	Y	We have mentioned previously that all records are date and time stamped with who created the record and who last updated the record. We also record all mouse actions through the system in a log table.
A1.2.69	Automatically update educator records with PAF data. Based on the data captured from the PAF, EIS should update the educator's main file on the system (i.e., changing status, assignment, employer, grade being taught, etc.).	Y	We will work with the NHDOE to ensure that all PAF data will automatically update the educator's information. We will also ensure that any highly qualified teacher information that would need to be recalculated is refreshed when key data changes such as grade level or class assignment.
A1.2.70	The system must maintain all necessary live data. NHDE must set a policy on the amount of live data that will be kept in each educator's record on the main database. If necessary, older data should be archived. Data that is between 11 – 20 years will be held in a separate archival database, but will be accessible online.	Y	Our project teams always believe real time data is the best solution. All of our implementations are designed so that if NHDOE staff update a record, that data immediately becomes available to any teacher looking at their record. We do not believe it will be necessary to archive old data but will work with the NHDOE to ensure they agree and act on the agreed upon direction.
A1.2.71	Maintain single mailing address per educator. The system must maintain a single mailing address for each educator. If the address changes, overwrite the previous entry and do not maintain a historical record of address changes.	Y	We will maintain a single mailing address per educator. This is how the ECS system in Illinois currently functions.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.72	<p>Allow unlimited number of educational degrees per educator record.</p> <p>The system must allow entry of an unlimited number of educational degrees per educator record. Information about educational degrees must include the type of degree, origin, date, subject, and GPA.</p> <p>The record should be marked as verified, once verified by the BOC staff. This verification should automatically 'check-off' any credential requirements in the check-list that are fulfilled as a result of the degree.</p>	Y	<p>We have already implemented very similar functionality in Illinois and look forward to partnering with the NHDOE to determine the best way to handle degree information. We envision a system where educators can enter their degree information online. When they do this it goes into a pending status. Once they send in their transcript, the pending degree is placed in the work queue of the evaluator. The evaluator then clicks an approve button instead of actually taking the time to enter the degree. This places the data entry on the back of the teacher instead of on the back of a NHDOE staff member. It is much easier for 10,000 teachers to enter one degree than it is for one person to enter 10,000 degrees. Also, we would recommend adding degree major to the list of information collected because degree majors can automatically highly qualify a teacher if the major was in a core area like Math or Science. This allows the NHDOE to automatically highly qualify more teachers in more areas without relying on teachers or districts to properly report the information. We will partner with New Hampshire to determine the best course of action for their unique requirements.</p>
A1.2.73	<p>Allow entry of credit hours and GPA</p> <p>If an educator took some college but did not receive a degree, the system must allow entry of the number of credit hours received, along with the name of the college, date, subject, grade, and overall GPA.</p>	Y	<p>We will allow this functionality. Our team is very familiar with handling degree data and we will work with the NHDOE to implement similar functionality as the actual degree information above.</p>

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A1.2.74	<p>Users must be able to sort and report on data using a variety of criteria.</p> <p>Users require the ability to sort and report on educator data in a variety of ways: by educator, by SAU, by disciple, by Certificate type, etc.</p>	Y	Our ad hoc query functionality will allow any field in the system to be searched, sorted, printed, and exported. It is covered in more detail in Section 4.4, Topic 4 of the narrative response.
A1.2.75	<p>Include details about pre-service training.</p> <p>If relevant, the PAF information should include any details on additional pre-service training the candidate is receiving as part of his district orientation, as well as the planned teaching assignment.</p>	Y	We will include all necessary PAF information as needed in the new EIS solution.
A1.2.76	<p>Include record of externships.</p> <p>EIS must include all necessary fields required to maintain and track vocational experience and education obtained in a workplace setting.</p>	Y	We will work with the NHDOE to ensure that this requirement is met. We envision a system where the teacher is allowed to self report this information but will work through the details and develop a more concrete plan once all the requirements are fully understood.
	Service as a Mentor , on a Board of Examiners or other related experience		
A1.2.77	<p>Maintain list of potential Board members.</p> <p>Characteristics of educators should be tracked to identify a potential pool of candidates for Mentors, Board of Examiners or other skills.</p> <p>The system must enable these characteristics to be tracked for educators as well as the date the characteristics was achieved (e.g. the date the educator became qualified to be a mentor).</p> <p>The system must enable the BOC to query the educator data base to identify these individuals.</p>	Y	We will ensure that the new EIS solution tracks all necessary information to allow any potential candidate to be identified and the appropriately searched and reported. Our project team will work with the NHDOE to fully understand the requirements of this item and implement it in the new EIS solution.

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A1.2.78	<p>Track and report on Mentor and Board service.</p> <p>The system must be able to track and report on Mentors and Board of Examiner members in a variety of ways: on their own Educator Record, on the Record of the applicant, by the date they served as Mentor/Examiner, by the SAU, by the subject matter they were associated with.</p>	Y	This information will be available, and our project team will ensure that it can be accessed in several ways. We will work with the NHDOE to ensure we have a complete understanding of this requirement so it can be implemented to the satisfaction of the NHDOE.
	Archiving Educator Information		
A1.2.79	<p>Archive to permanent storage media.</p> <p>EIS will archive data to a permanent media. (media to be determined: tape, disk, print, etc.)</p>	Y	We will work with the technology department to ensure that the data can be archived as needed. In Illinois, the data is backed up to tape every night. During the day it runs in a RAID disk configuration that ensures if one disk goes down the data from that day is still not lost.
A1.2.80	<p>Include a utility to move records into Archived status.</p> <p>EIS must contain a utility that allows the system administrator to move one or a batch of records from the online database into archived status. This would either write them onto a tape or other type of removable off-line storage, or would cause them to be sent through the Departmental network to another storage device (i.e., an "archive server"). On the EIS database, these records would be marked as having been archived.</p>	Y	We will implement this if necessary but feel that it is not necessary. This would mean a veteran retired teacher may not be able to access his or her record because it was determined to be archived. With the price of storage and the speed of the machines, the additional data should add little to no overhead to the functioning of the new EIS solution. Again, this is our recommendation, but we will work with the NHDOE to ensure this requirement is met to their satisfaction.

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A1.2.81	Automatic archiving of incomplete records. Incomplete records (records that did not lead to certification after one year) would be archived after one year, with archiving performed each month.	Y	We will ensure that all records that do not result in certification are archived. Our project team will work with the NHDOE to determine the best algorithm. For instance, we would not want to archive a record in which the educator may be completing classes. In Illinois, applications are good for three years. After three years the educator must reapply. The wording implies that applications are good for one year in New Hampshire. If that is not the case, the NHDOE may want to consider holding off the archive until the application expires. Our project team will partner with the NHDOE to determine the best approach.
A1.2.82	Automatic archiving of expired records. Records for educators whose certification has been expired for two years would also be archived each July.	Y	We can archive any record for any reason. This may not be a desirable requirement simply because many teachers move to other states. In some cases, they need proof that they were certified to get credentials in other states. We will work with the NHDOE to fulfill this requirement at their discretion. The drawbacks to archiving the data may outweigh any benefit. The hardware and software requirements to keep the data are negligible.
A1.2.83	Ability to recall and use archived data. Information that has been archived to a permanent data storage media should be easily recalled and reformatted for current use, as needed.	Y	We will work with the NHDOE to implement this requirement as needed. We do not feel this is necessary and may actually cause additional work for staff if out of state teachers have to call staff members to get certificates reprinted or verify tests are passed.

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A1.2.84	Archive records include all necessary identifying codes. When information is purged from the main and/or archive database onto a permanent storage media, the database record will include the identification number of the tape, CD ROM, or other media used to store the record.	Y	We will work with the NHDOE to ensure that requirement is met if it is determined that it is still needed. Again, we feel archiving data may not be desirable in some, or all, cases.
A1.2.85	Automatic linking between main database and archive database. There needs to be a link in the archive files by SSN or Educator Number. Also, when entering new information, there should be a check against the archive file to make certain a record does not already exist. Relevant volumes and frequencies: Approximately 5000 PAFs are received each year. There are 100 to 110 Boards per year. There are approximately 200 in the Examiner pool	Y	We feel that archiving data introduces a lot of issues that can be resolved by simply not archiving the data. We will work with the NHDOE to meet this requirement if it is determined to be necessary but would generally recommend that all data be made available and be kept available in a real time basis.
	Retrieve Educator Data		
A1.2.86	Produce any required standard reports. EIS should produce the following pre-programmed reports on a regular schedule, or an on-demand basis: Lists of certified educators whose renewals are coming due Lists of applicants whose status is "pending" Current standard reports Lists of those holding intern certificates, SOE, Permission to Employ Lists of all credential types Lists of educators without credentials List of employed educators with expired credentials The system should provide additional standard reports as is identified during the design phase of this project. It is expected that no more than 30 standard reports will be required.	Y	We will work with the NHDOE to ensure that all required reports are implemented. It is our understanding that the most important 30 reports are required and we will work in partnership to determine the best reports to implement.
A1.2.87	Include meaningful status codes. Every certified individual with a record in the system should have a status. Possible status codes would be "employed", "non-employed", "active", "inactive", "retired", and "deceased".	Y	Our Illinois solution has status codes that immediately communicate the status of the certificate. We will work with the NHDOE to ensure that the status codes we use are meaningful to their staff members. We also always communicate the English description of the status code rather than just displaying a code letter.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.88	<p>Archive records of deceased educators.</p> <p>Records of deceased individuals should be easily movable to a separate archive if desired.</p>	Y	We generally recommend against archiving of data but will work with the NHDOE to ensure that this requirement is met. We recommend marking the record deceased. By removing deceased educators it may be difficult to produce accurate counts of any historical data without constantly importing the archived data.
A1.2.89	<p>Allow online user query ability.</p> <p>It should also be possible to query the system according to any combination of variables stored in it. That is, any record on any educator should be searchable by whatever fields of data the record contains.</p>	Y	All fields in all tables can be searched on any value. This has already been implemented in several systems that the project team has worked on and we look forward to implementing it for the NHDOE.
A1.2.90	<p>Allow users to enter queries in a natural language interface.</p> <p>The system should accept queries in a natural language interface, and/or a "point and shoot" interface that allows the user to select variables to be used as retrieval keys.</p>	Y	We currently support a point and click interface but have been researching natural query language and would jump at the opportunity to work with the NHDOE to meet both of these requirements. We would recommend requiring the point and click interface, in addition to the natural language interface, because the natural language interface can be inherently limited to definitions that are pre-determined. The point and click interface would not have this limitation. Our ad hoc query ability is covered in detail in Section 4.4, Topic 4 of the narrative response.
A1.2.91	<p>Display query results online.</p> <p>It should be possible to display the results of a query on the screen.</p>	Y	All query results can be displayed on screen. In addition, our query tool will let the user pick the fields to display from the query. Our ad hoc query ability is covered in detail in Section 4.4, Topic 4 of the narrative response.

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A1.2.92	<p>Save query results to a file.</p> <p>It should be possible to save the results of a query as a file which could then be brought into an electronic publishing, spreadsheet or other software tool, attached to an E-mail message, etc.</p>	Y	<p>Our project team has extensive experience implementing ad hoc query modules. We will ensure that all query results can be saved to a file, and will ensure that this file is in a format that can easily be imported in any standard Windows application. Our ad hoc query ability is covered in detail in Section 4.4, Topic 4 of the narrative response.</p>
A1.2.93	<p>Print query results from the user's PC.</p> <p>It should be possible to print the results of a query on paper.</p>	Y	<p>Our project team has extensive experience implementing ad hoc query modules. We will ensure that all query results can be printed. Our ad hoc query ability is covered in detail in Section 4.4, Topic 4 of the narrative response.</p>
A1.2.94	<p>Name and save queries for future use.</p> <p>It should be possible to name and save the query statement itself for repeated future use.</p>	Y	<p>Our project team has extensive experience implementing ad hoc query modules. We will ensure that all query results can be named and saved. We have implemented this functionality in several solutions and will also ensure that users can make saved queries as public or private. Private queries will only be displayed for the user that created it, while public queries will display for everyone. Our ad hoc query ability is covered in detail in Section 4.4, Topic 4 of the narrative response.</p>
A1.2.95	<p>Process Investigations of New Hampshire Educators.</p> <p>When notification is received from any source of any allegations levied against a New Hampshire educator, the Department is obliged to investigate. To support this process, the system should:</p>	Y	<p>We will partner with New Hampshire to ensure this requirement is met.</p>

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.96	<p>Maintain a separate, restricted database for investigations.</p> <p>The system will maintain a separate, restricted record of investigations that is linked to the primary database.</p> <p>The system must provide a work queue to manage these investigations.</p> <p>The system must be able to flag a record for review by the investigator, but this flag should not be visible during the investigation process by other individuals.</p>	Y	<p>Our proposed project team is very familiar with the handling of staff work queues, and properly securing those queues and the information they contain. The requirement is met by meeting with the NHDEO to fully understand the requirements. Once we have acquired a complete understanding of the requirement it will be implemented.</p>
A1.2.97	<p>Assign unique ID numbers to investigations.</p> <p>Assign a unique number to each such case or accusation, linked to the educator's unique ID in the system.</p>	Y	<p>Our project team will ensure that investigators are assigned a unique number in the same fashion that we have already assigned unique numbers to teachers in Illinois. Each investigator will have a unique number, and all work assigned to this investigator will be tied to this number.</p>
A1.2.98	<p>Ensure that this ID number is invisible to any unauthorized user.</p>	Y	<p>Our project team takes security very seriously and will ensure that all system data is only accessible to the users with the appropriate security role to view the data.</p>
A1.2.99	<p>Track and maintain all items received.</p> <p>Maintain a list of standard items accumulated as part of such a case (written letters, interview transcripts, police reports, etc.), as well as allowing entries related to non-standard items.</p>	Y	<p>Our project team has extensive experience in the tracking and receipt of supporting documentation regarding certificate applications. We will leverage this experience to ensure that the documents associated with the investigations are handled equally as well.</p>

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A1.2.100	<p>Maintain a checklist of standard investigation steps.</p> <p>Maintain a checklist of the standard steps (collecting documents, interviewing parties) in such a case, and allow entry of the date that each step is completed.</p>	Y	Our work queue functionality is designed around the concept of checklists and workflows. We will leverage this functionality to completely tie in the investigation piece to the entire deficiency system so that once an investigator indicates that certain documentation is required, deficiency letters are automatically sent out.
A1.2.101	<p>Produce all necessary reports or query responses.</p> <p>Generate reports or query responses about which investigations have progressed to which steps in the standard process (i.e., current status).</p>	Y	Our project team will ensure that all investigation data can be reported on at any time as required to ensure full system integration. The project team will ensure that this information is completely integrated with all modules, including the ad hoc reporting tool.
A1.2.102 Mandatory	<p>Allow easy retrieval of all required information.</p> <p>Easily allow all the material relevant to a case (i.e., a specific accusation) to be pulled together and retrieved.</p>	Y	Our project team will partner with the NHDOE to ensure that all information is easy to access and completely integrated in to all modules of the system.
A1.2.103	<p>Allow information to be purged.</p> <p>When appropriate, allow all information pertaining to a case to be purged, to avoid compromising the reputation of educators who are found to be innocent of accusations.</p>	Y	We will ensure that the investigation data is purged upon completion of the investigation if the investigation results in an innocent finding.
A1.2.104	<p>Maintain stringent system security.</p> <p>Use appropriate logon and database security to restrict access to all records pertaining to the investigation. It is imperative and a matter of security that only relevant BOC staff has access to this information. It should not be evident from reviewing the electronic file.</p>	Y	We will ensure that all users are allowed appropriate access to screens and data as defined by their security roles. All our solutions are implemented based on role security so that different users can be given access to different areas of the system by merely assigning new roles. Our security approach is covered in complete detail in Section 4.5, Topic 5 of the narrative response.

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A1.2.105	<p>Maintain log of all electronic access to Investigations database.</p> <p>The Investigations database must be restricted to all unauthorized access, including access by system administrative and network support staff who may have wide access to system tables. EIS must maintain a log of all users who attempt to access this database electronically, through direct access or by using database reporting tools.</p>	Y	We will ensure that all users are allowed appropriate access to screens and data as defined by their security roles. All our solutions are implemented based on role security so that different users can be given access to different areas of the system by merely assigning new roles. All system activity is logged. Our security approach is covered in complete detail in Section 4.5, Topic 5 of the narrative response.
A12.106	<p>Maintain special Revocation status.</p> <p>When an educator's certification is revoked as a result of this process, this should be indicated clearly as a special record status, as well as the date and cause of the revocation. There should be no need for physical removal of the file.</p>	Y	Our project team has already implemented similar functionality in Illinois and we look forward to working with the NHDOE to ensure this requirement is met. We maintain a felony file that will prevent any credentials from being issued for the educator. Also, any time the educator's file is displayed, the status is displayed for all users according to security role.
A1.2.107	<p>Tag main records invisibly until investigation is complete.</p> <p>Records for educators who are undergoing investigation must be tagged, but in a manner that is completely invisible to non-investigative personnel. Until a decision is reached in the investigation, any authorized NHDE staff must have regular access to the educator record without being able to determine that an investigation is taking place.</p>	Y	We will ensure that the tag is not visible to other users until a decision is reached.

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A1.2.108	<p>Maintain an incident tracking system.</p> <p>A system of tracking incidents should be developed with the following: An automatic number system with case number (combination of year and number, i.e. 99-001) Date, time of report SAU District School Name of person reporting Victim(s)' name and address Name of accused Name(s) of witness(es) Educator number Area of certification Description of accusation</p> <p>The SAU must have the ability to enter these incidents into the system directly.</p> <p>Relevant volumes and frequencies: 60-100 accusations and investigations per year; 10-15 legal actions</p>	Y	We will work with the NHDOE to implement all the required field to properly track any incidents.
	Approve Master Plans		
A1.2.109	EIS must log when Master Plan is approved and when it expires.	Y	The new EIS solution will allow a master plan to be approved and will also indicate when it expires.
	<p>Output Requirements.</p> <p>These functional requirements apply to all EIS output, including credentials, reports, form letters, and mailing labels.</p>		

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.110	<p>Produce customizable form letters.</p> <p>NHDE staff must be able to print form letters to an applicant that show missing/overdue/received items on that individual's checklist. These letters must be automatically customized based upon the applicant's records. The staff must be able to modify the system generated letter.</p>	Y	Our deficiency system will allow all necessary form letters to be produced and mailed to the applicant as required. This has already been implemented for Illinois, and we will leverage that experience to help New Hampshire automate its form letter processes. We handle modifications to the letter by allowing free form entry deficiencies to be added to the application.
A1.2.111	<p>Produce pre-formatted, monthly queries.</p> <p>Users require a pre-formatted, monthly query to list educators who have missing/overdue checklist items (for both new applications and renewals).</p>	Y	We will create monthly queries as required to produce the desired results. This query can easily be created using the ad hoc query tool. It can then be saved to run as desired. Our ad hoc query tool will allow parameter date ranges to be defined which will cause the system to prompt for the date range when performing the query.
A1.2.112	<p>Produce a variety of mailing labels and misc. letters and reports.</p> <p>The system must be able to produce a variety of output including mailing labels, reports, form letters, and color graphical images. Although this Requirements Document does include all forms, letters, and reports that were specified as of September 1999, the total number and type of output may change.</p>	Y	Our system allows for mailing labels to be printed for any ad hoc query or batch print in the system. We will work with the NHDOE to determine which reports are required during design phase.
A1.2.113	<p>Produce data extracts.</p> <p>The system must produce text and/or numerical data extracts that can be exported into standard desktop word processing and spreadsheet applications. NHDE uses Microsoft Office products.</p>	Y	Our ad hoc query system allows for any information in the system to be exported. Please see Section 4.4, Topic 4 of the narrative response.

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A1.2.114	<p>Maintain existing Certificate numbering style.</p> <p>The current Certificate number is a combination of a computer generated ID and the SSN. EIS must maintain this numbering style, and reuse the same ID number each time that a Certificate is renewed</p>	Y	We will use the existing certificate number algorithm.
A1.2.115	<p>Maintain Critical Shortage Survey template.</p> <p>Maintain a template of the annual Critical Shortage survey form that can easily be edited for distribution to the schools in the state.</p> <p>SAUs should have the ability to enter the critical shortage areas directly into the system.</p>	Y	We will build functionality into the system that will allow SAUs to enter their shortages. We will then allow teachers to see opportunities that match their credentials.
A1.2.116	<p>Allow easy capture and maintenance of Critical Shortage Survey responses.</p> <p>Allow BOC staff to easily capture information from the returned survey forms and enter lists of teaching disciplines that are in high demand/short supply.</p> <p>The critical shortage areas should be integrated into the application process so that individuals applying for alternative 4 are limited to the current critical shortage areas.</p> <p>The system must allow for overrides of this restriction.</p>	Y	We will work with the NHDOE to fully implement this functionality.

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A1.2.117	<p>Maintain list of vacancies, applicants, and endorsements.</p> <p>The system must allow SAUs to enter employment opportunities directly into the system. Similarly applicants must be able to enter applications for employment directly into the system. The system must provide functionality to help link applicants and employer.</p> <p>Alternatively the system should integrate with current state systems that provide this recruitment functionality.</p> <p>EIS should generate a list or maintain a table of number of vacancies, number of applicants and number of employed by endorsement area. Math formulas would be applied to this data.</p>	Y	We will work with the NHDOE to fully implement this requirement.
A1.2.118	<p>Create "pick-lists" of teaching disciplines.</p> <p>Support retrieval of lists of all such teaching disciplines, ranked by quantitative measures of supply and demand. These lists should then become "pick lists" from which a user can choose a discipline to link with an Alternative 4 applicant's record.</p>	Y	We will partner with the NHDOE to ensure that this requirement is met.
A1.2.119	<p>Generate and maintain mailing lists.</p> <p>Maintain mailing lists (i.e., the contact individuals to whom standard reports should be sent.</p>	Y	Mailing labels can be generated in our system from any query, report, or batch job.
A1.2.120	<p>Generate labels.</p> <p>For the near term, easily generate labels for mailing survey forms or fax to those individuals on the mailing list.</p>	Y	Mailing labels can be generated in our system from any query, report, or batch job.

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A1.2.121	<p>Maintain electronic 'mailing lists'.</p> <p>For the longer term, when electronic communication is better supported, maintain electronic addresses of all the contact people on a mailing list, and allow easy routing of reports to them through the Internet, fax or other statewide network.</p> <p>The system must provide the ability to offer all forms, reports and applications electronically rather than in paper. So for example, if an applicant requests to receive their notices electronically, then the system will provide email notices rather than printing notices. If law requires, some correspondence may only be available in paper format.</p>	Y	Our ad hoc query tool has been updated to include the ability to send emails. We will work with the NHDOE to implement this feature to their discretion.
A1.2.122	<p>Support general BOC administrative processes.</p> <p>Support the administrative aspects of this survey process, including logging receipt of responses with date received, generating lists of non-respondents, generating reminders (form letters) to elicit responses from non-respondents, etc.</p>	Y	We will work with the NHDOE to ensure that this requirement is met.
A1.2.123	<p>Reports</p> <p>The system must produce the standard reports as describe above, and must also allow for ad-hoc reporting.</p>	Y	The new EIS system will leverage our experience producing certificate-related reports to ensure that all the required reports are produced. It is our understanding that thirty reports will be required, and we will work with the NHDOE to determine which ones are the most important. Our ad hoc query capabilities have been covered in detail and can be reviewed in Section 4.4, Topic 4 of the narrative response.
A1.2.124	<p>The system must make public information about educators available through the State website to all citizens.</p> <p>Additionally a secure interface should allow authorized users to view individual educator information based upon the users role.</p>	Y	We have implemented a similar function in Illinois and will work with the NHDOE to determine which fields are considered public information.

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A1.2.125	<p>Call Log</p> <p>BOC employees must be able to maintain an on-line call log to track inquiries. And to tie these inquiries to applications.</p>	Y	Our development team is very familiar with tracking communication information. We have the built in capability to track any type of communication, to include the type, what time, and any appropriate notes.
A1.2.126	<p>Security</p> <p>The system must be fully secure and allow for user roles to meet the security and access needs to automate the credentialing process.</p>	Y	All security is role based and will automatically filter out information that the current user does not have appropriate security roles to view. Our security approach is fully described in Section 4.5, Topic 5 of the narrative response.
A1.2.127	<p>Program Approval</p> <p>The system must allow NHDE to track and manage the approved Institutes of Higher Education approved programs. These programs must be tied into the Alternative 1 credentialing process. Administrators at these IHE must be able to endorse their students electronically as part of this system.</p>	Y	Our project team has a tremendous amount of experience in tracking and automating the handling of the approved program institutions of a state. We will leverage this experience to assist New Hampshire in its goal of completely automating this process.
A1.2.128 Mandatory	<p>IPCs and PTE (in-process of certification and permission to employ).</p> <p>The system must allow SAUs to request IPCs and PTEs on-line. The system must ensure that requirements are complete for an educator before the SAU is able to make these request.</p> <p>The system must provide a work queue and process for the BOC to manage these requests.</p>	Y	We will work with the NHDOE to fully implement this requirement.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.129	<p>Duplicate Certificate Requests</p> <p>The system must allow educators to request a duplicate copy of their credential.</p>	Y	We are very familiar with this functionality. Our project team has already implemented this for Illinois. Educators can log into the ECS system and request a duplicate copy of their credential. The fees are handled online with a credit card.
A1.2.130	<p>On-line Counseling</p> <p>The system must help prospective educators learn about what is required to receive a credential.</p>	Y	Our wizard approach, which is outlined in more detail in Section 4.22, fully documents every step of the process to ensure that the applicant is informed on the current processes.
A1.2.131 Mandatory	<p>Educator Home Page</p> <p>The system should be integrated with the existing NHDE website to provide a consolidated web page that brings together the various links available on the website that are resources for teachers.</p>	Y	We will work with the NHDOE to develop a home page that meets this requirement.
A1.2.132 Mandatory	<p>Security Management</p> <p>The system should provide a tool to manage user access. The system should allow educators and prospective educators to create their own user id and password. The system should provide a mechanism for users who have misplaced their information. As described above the system should allow users to be associated with roles that drive both application level and field level access. The NHDE must be able to leverage this security to use if to manage access to other NHDE applications.</p>	Y	All user security in our system is managed by admin users. They have access to determine the security roles that different users are assigned. This is covered in detail in Section 4.5, Topic 5 of the narrative response.

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A1.2.133 Mandatory	<p>Electronic Batch Interfaces</p> <p>The system must allow for electronic receipt of data from Praxis and NASDTEC. This data must automatically drive the application and revocation process.</p>	Y	The Hupp Information Technologies project team has already implemented these processes for the State of Illinois. We will work with the NHDOE to ensure that these processes are truly integrated in the new EIS solution. For instance, when tests are imported, we will check deficient certificates to see if they were waiting on a test result. If they were, and the test was passed, the system will automatically issue the certificate. Likewise, we can automate the NASDTEC import to automatically highlight any applicants on file that were imported.
A1.2.134	<p>Web Standards</p> <p>The system must conform to the NHDE and State web standards and look and feel of the NHDE website.</p>	Y	We will work with the NHDOE to design an interface that they approve of.
A1.2.135 Mandatory	<p>E-Signature</p> <p>The system must allow for electronic signatures.</p>	Y	The Hupp Information Technologies project team has been collecting electronic signatures for many years in Illinois. We will leverage this experience to develop an electronic signature process that meets the NHDOE approval.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
A1.2.136 Mandatory	<p>Conversion</p> <p>The system must accept the data being converted from the existing certification system.</p> <p>The vendor must convert all the existing data into the new system.</p>	Y	<p>Our project team is very knowledgeable about handling certification data imports. We will convert the existing data to the new system at an early stage so that the developers can test and develop with the current data present. This will significantly enhance the testing of the system and allow for conversion anomalies to be identified at an early stage of development. Our conversion plan is detailed in Section 4.15, Topic 15 of the narrative response.</p>
A1.2.137	<p>Maintenance of Credential Requirements</p> <p>The system must provide tools to maintain the checklist or requirements required for each credential.</p> <p>The checklist items must allow for multiple options for a given requirement for example an applicant may be able to demonstrate content knowledge via the Praxis exam or via an alternate test.</p> <p>Multiple checklists must be maintained at the endorsement level. So a given endorsement may have alternate checklists depending upon the background of an educator. For example a person who completes an approved program will meet a different set of checklist requirements than a person who has been teaching in another state and wants to teach in NH.</p>	Y	<p>Our project teams have extensive experience implementing credentialing systems. We will leverage this knowledge to assist New Hampshire in building a system that can track multiple requirements for certification based on an applicant's history. Most states have a different process for out-of-state applicants, and we will work with the State of New Hampshire to automate as much of their process as possible.</p>

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A1.2.138 Mandatory	Training should be provided for the BOC staff. Additionally regional training in the five regions of NH should be conducted for SAU personnel. One training should be offered for Institutes of Higher Education. Finally, NHDE staff will assist with training and the vendor should provide a train the trainer session for these individuals.		We have a dedicated training, documentation, and testing specialist assigned to this project team. We will work with the NHDOE to determine the best training approach. We will, at a minimum, offer three training sessions for institutes of higher learning. We feel that three sessions will allow all institutions to attend the training. All state agency users will be trained in multiple sessions as well. As it is often impossible to determine the exact facilities and number of attendees, we will work with the NHDOE to schedule these training sessions. The districts can also be evaluated once more information is learned. For instance, it is normally not possible to train the individual districts, but with New Hampshire's relatively small size it may be possible to have some regional training. We will work with NHDOE to resolve these issues. We are willing to do what is necessary to ensure all users understand how to use the system as long as the costs and time commitments are not exorbitant. Please see Section 4.16, Topic 16 of the narrative response, for more detail on our training approach. Our security system will not allow unauthorized access to system functionality and data. Please see Section 4.5, Topic 5 of the narrative response.
	SECURITY REQUIREMENTS		
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities.	Y	Our security system will not allow unauthorized access to system functionality and data. Please see Section 4.5, Topic 5 of the narrative response.

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S-2	Verify the identity or authenticate all of its human users before allowing them to use its capabilities.	Y	Our security system will not allow unauthorized access to system functionality and data. Please see Section 4.5, Topic 5 of the narrative response.
S-3	Enforce unique user names.	Y	Our login system will not allow duplicate users.
S-4	Enforce user names of eight (8) characters or more.	Y	We usually allow account ids that are up to 30 characters long so that users can use their email address for an account if desired.
S-5	Enforce the use of complex passwords or phrases using capital letters, numbers and special characters.	Y	We will enforce this requirement if desired. However, the more complex the password, the less likely the user will remember it. Log in problems will result in phone calls to the agency. The system will be more secure, but the support issues associated with the system will rise. We will work with the NHDOE and discuss our experience supporting over 150,000 teachers in Illinois to determine an agreed upon course of action.
S-6	Prevent the reuse of old passwords.	Y	Again, we will meet this requirement, but it will result in passwords that users cannot remember. Perhaps an approach that treats district passwords differently than educator passwords would be appropriate. We will leverage our experience in partnership with New Hampshire to determine an agreed upon course of action.
S-7	Expire passwords after a defined period of time.	Y	See response above.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
S-8	Encrypt passwords.	Y	Passwords are encrypted in the database so that someone looking at the data directly can not determine that password. This is already implemented in Illinois.
S-9	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	Y	Our security system will not allow unauthorized access to system functionality and data. Please see Section 4.5, Topic 5 of the narrative response.
S-10	Limit the number of people that can grant or change authorizations	Y	Only users with admin roles can modify security privileges. Please see Section 4.5, Topic 5 of the narrative response.
S-11	Enforce session timeouts during periods of inactivity.	Y	We will ensure the new EIS system times out after a period of inactivity. We will work with the NHDOE to determine the appropriate length of time for inactivity.
S-12	Method to prevent any undesirable programs or software from destroying or damaging data or the application itself.	Y	This is an issue for the hardware running the application. We will prevent standard hacks from circumventing the security measures that are in place but there is no way to protect the hardware from within the software itself. We will work with the NHDOE to ensure that the hosting environment has appropriate security measures in place to prevent viruses and other malicious code from damaging the application and its data.

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	Requirement	Vendor Compliance (Y/N)	Vendor Response
S-13	Method to prevent the unauthorized corruption of data collected from users.	Y	Data properly collected cannot become corrupted. Databases properly managed cannot become corrupted. We will work with the NHDOE to ensure appropriate procedures are in place to manage the SQL Server and we will ensure that the data is collected accurately so as not to become corrupted.
S-14	Validate user input prior to processing.	Y	No invalid data is ever allowed into the system. If the data does not pass appropriate edits it is not saved.
S-15	The application shall not store authentication credentials or sensitive data in its code.		We will work with the NHDOE to determine the intent of this requirement. We will need to save authentication information such as user id and password, or we will never be able to allow a user access to the new system. The only data that we do not save is the credit card number and expiration date. It is always passed on to the verification service and discarded. If this is not the intent of this requirement, we will ensure a full understanding before proceeding with development of the new system.
S-16	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	Y	We log all user actions at all times. Please see Section 4.5, Topic 5 of the narrative response.
S-17	Make and store tamper-proof records to prevent parties to application transactions from denying that they have taken place.	Y	We log all user actions and also store all credit card approvals. The approval information does not contain sensitive credit card data. It has been used several times in Illinois to show an applicant they were denied when they insisted that they were not. Please see Section 4.5, Topic 5 of the narrative response.

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S-18	Allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	Y	Our solution offers the user the option of logging out at any time.
S-19	Display explicit error and exception handling when not executing as designed.	Y	Our project team has extensive experience supporting web applications. We automatically send an email to the project manager any time an error occurs. In many cases, we are able to fix any error before another user experiences the error, and before the user even calls to report the problem. This approach ensures that calls to the help desk are greatly reduced because the users will not be calling concerning the same issue.
S-20	Use only the software and system services designed for use.	Y	We will work with the NHDOE to ensure this requirement is met.
S-21	Application data shall be protected from unauthorized use when at rest.	Y	We will work with the NHDOE to ensure this requirement is met.
S-22	Keep any sensitive data or communications private from unauthorized individuals and programs.	Y	Our security system will not allow unauthorized access to system functionality and data. Please see Section 4.5, Topic 5 of the narrative response.
S-23	The application shall not violate its security requirements as a result of the upgrading of a data, software or hardware component.	Y	Our security system will not allow unauthorized access to system functionality and data. Please see Section 4.5, Topic 5 of the narrative response.

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Work Plan

1. **HUPP INFORMATION TECHNOLOGIES WORK PLAN RESPONSIBILITIES**

Hupp Information Technologies shall provide the products and services to meet the requirements described in the Contract Documents.

The preliminary Work Plan was provided in Hupp Information Technologies Proposal, Topic 22, to RFP 2007-052, dated November 17, 2006. Hupp Information Technologies shall submit a revised Work Plan to the State within fourteen (14) Business Days from Notice to Proceed, which shall be subject to the written Approval of the State. The approved Work Plan is the first Project Deliverable and shall be incorporated into the Contract by reference as if fully set forth herein. This revised Work Plan shall comply with the Contract.

The Work Plan shall identify the tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and Hupp Information Technologies team members), refine the Project's scope, and establish the Project's schedule. The Plan shall be documented in accordance with Hupp Information Technologies methodology and shall utilize Microsoft Project to support the ongoing management of the Project. Hupp Information Technologies has the responsibility for the development and management of the Work Plan in conjunction with the State Project Managers. Hupp Information Technologies shall be responsible for the modifications to the Work Plan throughout the Project. The Work Plan, as approved by the State from time to time, shall be incorporated herein by reference as if fully set forth herein.

2. **ASSUMPTIONS**

The following identifies the assumptions upon which Hupp Information Technologies proposed Work Plan is based.

2.1 **General**

- a. The State shall provide team members with decision-making authority to support the implementation efforts.
- b. All State and Hupp Information Technologies tasks shall be performed in accordance with the Work Plan. Hupp Information Technologies shall be responsible for all activities performed in the Work Plan by third party entities.
- c. The Work Plan is based on a forty (40) hour workweek for full time resources with five (5) days of coverage. Hupp Information Technologies shall be required to provide reasonable advance notice if State resources will be needed after hours.
- d. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated according to the dispute resolution procedure, section 11.5 of the Statement of Work.
- e. Any activities, decisions or issues taken on by the State or Hupp Information Technologies that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control Process which will be established as part of the Project Work Plan.
- f. Hupp Information Technologies shall implement process flows required to meet the requirements as outlined in Exhibit H.
- g. The design, configuration, and conversion of the teacher legacy data held by the Department of Education is within the scope of the Project, however not all legacy data may be functional as newly converted data to the EIS.

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2.2 Logistics

- a. State facilities will be made available to Hupp Information Technologies for this Project.
- b. State resources will not be available to Hupp Information Technologies during State observed holidays.
- c. The State shall provide facilities for Hupp Information Technologies as outlined in Contract SOW Section 4.7 "Project workspace and office equipment". Included are PCs, phones, virtual private network ("VPN") access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). Access to a printer, copier, and fax machine and access to conference rooms for meetings will be provided.

2.3 Project Management

- a. Hupp Information Technologies Project management methodology shall be used as the Project management method, and business processes shall be driven by the best practices and process integration inherent in the EIS software. Hupp Information Technologies shall aid the State in its implementation and leveraging of the EIS software capabilities as it pertains to meeting the State's requirements.
- b. The State shall provide Hupp Information Technologies with reasonable access to State personnel to meet Project deadlines.

2.4 Technical Environment and Management

- a. The State is responsible for providing the hardware, network, and communication facilities identified in the Work Plan.
- b. The State is responsible for providing the Internet access from State facilities.
- c. The State shall provide VPN/secured network access to Hupp Information Technologies per State standards in order to allow the vendor to perform necessary Project activities remotely. Hupp Information Technologies shall be responsible for ensuring that its remote sites have Internet access.
- d. Hupp Information Technologies shall implement a "dot.net" version of the EIS system including all third party applications required as part of the overall Solution.
- e. Hupp Information Technologies shall implement the incoming electronic receipt of Praxis, NASDTEC, endorsement data from New Hampshire colleges and Universities, and the State's Financial and Credit Card Processing Systems as required by the State.
- f. During the course of the Project, Hupp Information Technologies shall assume the responsibility for applying patches throughout the System Warranty Period.
- g. Hupp Information Technologies shall be responsible for supporting all technical aspects of the EIS Project during implementation.
- h. Hupp Information Technologies shall define and provide System and server backup procedures, with required scripts, in partnership with the State. State resources shall implement Hupp Information Technologies prepared scripts and shall be responsible for executing the scripts as documented in the backup and recovery plan.
- i. For credit card functionality, Hupp Information Technologies assumes one (1) two-way interface with one credit card provider.
- j. For document barcode tagging, Hupp Information Technologies assumes a defined barcode standard format.

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- k. Electronic signature functionality will utilize standard authentication and authorization standards and processes (e.g., users sign a form that specifies that by logging onto the system and performing specific functions and/or checking approval check boxes, etc. are considered their electronic signature). Audit trails would also be provided to track each users login ID and activity associated with an electronic signature.
- l. There are no planned enhancements to the EIS software. Any enhancements to the EIS software must be approved through the Change Control Process which will be established with the Project Work Plan.

2.5 Conversions

- a. Hupp Information Technologies with the assistance of the State shall be responsible for mapping and converting the State's legacy teacher certification data to the EIS software.

2.6 Project Schedule

- a. The Project Schedule shall be managed by the Work Plan.

2.7 Reporting

- a. Hupp Information Technologies shall provide Standard reports provided with the EIS software.
- b. In addition to the Standard reports, Hupp Information Technologies shall also provide enhanced ad hoc query capability software and shall add the appropriate data elements to the EIS.

2.8 User Training and Change Management

- a. All training shall be performed as outlined in Exhibit L *Training Services*.

2.9 Testing

- a. All testing shall be performed as outlined in Exhibit F *Testing Services*.

3. ROLES AND RESPONSIBILITIES

3.1 Hupp Information Technologies Team Roles and Responsibilities

a. Hupp Information Technologies Team Project Manager

Hupp Information Technologies Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of Hupp Information Technologies resources. Hupp Information Technologies Project Manager shall have the following responsibilities:

- 1) Maintain communications with the State's Project Manager;
- 2) Work with the State on planning and conducting a kick-off meeting;
- 3) Manage the Project Work Plan;
- 4) Assign Hupp Information Technologies resources to tasks in the Implementation Project according to the scheduled staffing requirements;
- 5) Define roles and responsibilities of all Hupp Information Technologies resources;
- 6) Provide weekly reporting to the State Project Manager;
- 7) Notify the State Project Manager of requirements for State resources;
- 8) Review task progress for time, quality, and accuracy;

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- 9) Review requirements and scheduling changes and identify the impact on the Project;
 - 10) Implement scope and schedule changes as authorized by the State Project Manager;
 - 11) Inform the State Project Manager and staff of any urgent issues if and when they arise; and
 - 12) Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- b. Change Management.**
- 1) Develop Change Management and Communication Plan
 - 2) Develop Business Process Improvement Plan;
- c. Training Management**
- 1) Work with the Department of Education personnel to determine/confirm training scope and approach;
 - 2) Define training responsibilities;
 - 3) Create Training Plan;
 - 4) Develop training materials; and
 - 5) Schedule and certify staff for train-the-trainer training strategy.
- d. Hupp Information Technologies Team**
- Hupp Information Technologies team shall assume the following tasks:
- 1) Control work schedule and task assignments for the Technical Team (Extensions, Interfaces, Conversions/Reports, Systems and Hardware/Software) and determine if timelines are being met;
 - 2) Report on technical matters at Project meetings;
 - 3) Determine that Project personnel create documentation following established standards Project standards and templates;
 - 4) Prepare, track, report and maintain Project Work Plan in conjunction with Project administration;
 - 5) Implement Project procedures, guidelines, documentation standards and format content of deliverables in cooperation with the Contract and State Project Managers;
 - 6) Development and review of functional and technical specifications to determine that they are at an appropriate level of detail and quality;
 - 7) Development and documentation of conversion, and interface programs in accordance with functional and technical specifications;
 - 8) Prepare test plans, technical readiness plans, and production schedule;
 - 9) Provide Project-related direction to all programmers and analysts working on the individual applications;
 - 10) Resolve deviations from Project plans;
 - 11) Development and documentation of installation procedures; and
 - 12) Participate in design, implementation, and testing of the applications including development and execution of unit test scripts; unit testing of conversions and interfaces developed; and System integration testing.

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3.2 State Roles and Responsibilities

The following State resources have been identified for the Project.

a. State Project Manager

The State Project Manager will work side-by-side with Hupp Information Technologies Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status. 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 Project Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- 1) Plan and conduct a kick-off meeting with Hupp Information Technologies ;
- 2) Assist Hupp Information Technologies 's Project Manager in the development of a detailed Project Work Plan;
- 3) Identify and secure the State Project team members in accordance with the Project Work Plan;
- 4) Define roles and responsibilities of all State Project team members assigned to the Project;
- 5) Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- 6) Inform Hupp Information Technologies Project Manager of any urgent issues if and when they arise; and
- 7) Assist Hupp Information Technologies in obtaining requested information when required to perform certain Project tasks.

b. State Functional Area Leads

The State Functional Area Lead is the NHDOE Director who is also the Project Manager. The Functional Area Lead shall set direction for their functional areas, direct the SME Team Leads, and sign off for the Functional Area's implementation. The Functional Area lead has knowledge of the State's current business practices and processes. Responsibilities of the Functional Area Lead includes the following:

- 1) Be the key EIS functional Area Leader and contact for the State;
- 2) Attend Project Status meetings, team trainings, and acquire in-depth functional knowledge of the relevant EIS system;
- 3) Set the direction for the EIS functional area implementation for the State;
- 4) Assist in validating overall user requirements;
- 5) Assist in mapping business requirements;
- 6) Assist in overseeing system/integration testing, and User Acceptance Testing;
- 7) Assist in overseeing conversion testing and data verification;
- 8) Attend other Project meetings when required; and
- 9) Assist in overseeing the end user training in the use of the EIS Software Solution for their functional area.

c. State Subject Matter Expert Team Leads

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The role of the State Subject Matter Expert (SME) Team Leads is to be responsible for coordination of the SME participation in their functional area of responsibility, e.g., Human Resources. These SME Team Leads shall coordinate between the Functional Team Leads and the State SMEs. These SME Team Leads possess an understanding of the State's current business practices and processes, shall provide agency knowledge, and participate in the implementation. Responsibilities of the SME Team leads include the following:

- 1) Be the key EIS Functional Area SME Team Leader and contact for the State;
- 2) Attend Project Status Meetings when the Functional Area Lead is unavailable (upon request), team trainings, and acquire in-depth functional knowledge of the relevant EIS system;
- 3) Coordinate the direction for the EIS functional area implementation for the State;
- 4) Assist in validating overall user requirements;
- 5) Assist in mapping business requirements;
- 6) Assist in coordinating and conducting the User Acceptance Testing;
- 7) Assist in coordinating and conducting the conversion testing and data verification;
- 8) Attend other Project meetings when required; and
- 9) Assist in coordinating and conducting the end user training in the use of the EIS software for their functional area.

d. State Subject Matter Experts (SMEs)

The role of the State SMEs is to provide an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the implementation. Responsibilities of the SMEs include the following:

- 1) Be the key user and contact for their agency or department;
- 2) Attend Project team training and acquire in-depth functional knowledge of the relevant EIS system;
- 3) Validate user requirements;
- 4) Assist in mapping business requirements;
- 5) Assist in system/integration testing, and conduct User Acceptance Testing;
- 6) Assist in conversion testing and data verification;
- 7) Attend Project meetings when required; and
- 8) Conduct end user training in the use of the EIS software.

e. State OIT NHDOE Liaison

The State's OIT NHDOE liaison, shall work closely with the State's Project Manager and State technical team and is responsible for managing the OIT application staff in such areas as application administration, the development of interfaces, conversions, and code management. Responsibilities include the following:

- 1) Attend technical training as required to support the Project;
- 2) Assist the State and Hupp Information Technologies Project Managers in developing the Project's detailed Work Plan;
- 3) Work with the State and Hupp Information Technologies Technical leads to assist with the coordination of technical application activities and tasks;
- 4) Manage the activity of all OIT staff tasks associated with the Project;

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- 5) Represent the application reporting, interface, and conversion efforts of the State at weekly Project meetings; and
- 6) Assist with the definition and coordination efforts involving common process application workflows.

f. State Analyst/Programmers

The State's analyst/programmers shall work closely with Hupp Information Technologies , subject matter experts, and other core team members to work on application coding efforts where necessary (i.e., interfaces, conversions, reporting) and analysis of existing legacy and/or State data sources. Responsibilities include:

- 1) Attending training as required to support the Project;
- 2) Working with Hupp Information Technologies resources developing legacy application interfaces;
- 3) Perform conversions on data; and
- 4) Perform analysis on legacy system data.

g. State Technical Lead and Architect

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

- 1) Attend technical training as required to support the Project;
- 2) Assist the State and Hupp Information Technologies team Project Managers to develop the Project Work Plan;
- 3) Manage the day-to-day activities of the State's technical resources assigned to the Project;
- 4) Work with Hupp Information Technologies Technical Lead to establish an appropriate hardware platform for the EIS Project;
- 5) Work in partnership with Hupp Information Technologies and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project; and
- 6) Represent the technical efforts of the State at weekly Project meetings.

h. State Application DBA

The role of the State Application DBA(s) is to work closely with Hupp Information Technologies and assist with the EIS installation. The State Application DBA(s) shall provide support for these database environments in partnership with Hupp Information Technologies throughout the Implementation Project. Responsibilities include:

- 1) Attend application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- 2) Work with Hupp Information Technologies to finalize machine, site, and production configuration;
- 3) Work with Hupp Information Technologies to finalize logical and physical database configuration;
- 4) Work with Hupp Information Technologies to install Hupp Information Technologies tools, and EIS system for the development and training environment;

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- 5) Work with Hupp Information Technologies to clone additional application instances as required;
- 6) Work with Hupp Information Technologies to establish and manage an instance management plan throughout the Project;
- 7) Work with Hupp Information Technologies to establish, test, and execute EIS security and backup and recovery procedures throughout the Project;
- 8) Manage operating system adjustments and system maintenance to maintain system configurations and specifications;
- 9) Work with Hupp Information Technologies to manage the availability of application instances throughout the Project;
- 10) Develop and maintain role-based security as defined by Hupp Information Technologies; and
- 11) Establish new EIS user IDs.

i. State System Administrator

The role of the State System Administrator(s) is to work closely with Hupp Information Technologies team to install and maintain the application environments throughout the duration of the Project and maintain the Server hardware and operating system. The State System Administrator(s) shall provide support for these environments in partnership with Hupp Information Technologies throughout the implementation Project. The State System Administrator(s) shall be fully responsible for these environments after they are fully implemented, tested and approved by the State and shall perform the following functions throughout the Project:

- 1) Attend System Administration training as required and acquire in-depth technical knowledge of application System Administration responsibilities.
- 2) Work with Hupp Information Technologies to finalize machine, site, and production configuration;
- 3) Work with Hupp Information Technologies to finalize hardware and operating system configuration;
- 4) Work with Hupp Information Technologies to install Hupp Information Technologies tools, and Hupp Information Technologies Applications for the development and training environment;
- 5) Work with Hupp Information Technologies to clone additional application instances as needed by the application teams;
- 6) Work with Hupp Information Technologies upgrades to the application instances as required by the Application teams. Maintain a consistent and constant parity with all instances as required by the application teams;
- 7) Work with Hupp Information Technologies and the application teams to establish and manage an instance management plan throughout the Project;
- 8) Work with Hupp Information Technologies to establish and execute backup and recovery procedures throughout the Project;
- 9) Manage operating system adjustments and system maintenance to maintain system configurations and specifications;

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- 10) Work with the application teams to manage the availability of application instances throughout the Project;
- 11) Perform routine Hupp Information Technologies applications monitoring and tuning;
- 12) Work with Hupp Information Technologies to define and test application security, backup and recovery procedures;
- 13) Assume responsibility for the System administration functions, upon transfer of the application to the State's hardware platform (after the application has been properly tested and approved by the State);
- 14) Develop and maintain role-based security as defined by the application teams;
- 15) Establish new Hupp Information Technologies application user Ids; and
- 16) Configure menus, request groups, security rules, and custom responsibilities.

j. State Network Administrator

The State Network Administrator shall provide technical support regarding networking requirements administration. Responsibilities shall include:

- 1) Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- 2) Establish connections among the database and application servers; and
- 3) Establish connections among the desktop devices and the application and database servers.

k. NHDOE Outreach and Change Management Lead

The NHDOE Outreach and Change Management Lead shall provide coordination and Change management leadership within the State. Responsibilities shall include:

- 1) Communicating with all State agencies to keep them informed of Project activity and progress; and
- 2) Coordinate the activities of team resources responsible for interacting with and supporting NHDOE and school district staff.

l. State Training Lead

The State Training Lead shall provide coordination support for the State training activities. Responsibilities shall include:

- 1) Reviewing the Training Plan prepared by Hupp Information Technologies;
- 2) Review of the curriculum developed by Hupp Information Technologies; and
- 3) Coordinate Training activities.

m. State Testing Lead

The State's Testing Lead shall lead and coordinate the State's testing efforts. Responsibilities include:

- 1) Coordinate with Hupp Information Technologies the user acceptance testing (UAT);
- 2) Review Hupp Information Technologies system, integration, and performance testing results;
- 3) Chairing test review meetings;

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- 4) Coordinating the State's team and external third parties involvement in testing;
- 5) Aid with establishing priorities of Deficiencies requiring resolution; and
- 6) Review Deficiencies tracking through resolution.

4. SOFTWARE APPLICATION

The State shall receive the source code of the EIS software.

5. CONVERSIONS

The only planned data conversion for the Department of Education is the legacy teacher data.

5.1 Conversion Responsibilities

- a. All conversions shall be considered a collaborative effort between Hupp Information Technologies and the State;
- b. The State shall be responsible for designing, developing, testing, and running export scripts against the existing legacy system data;
- c. Hupp Information Technologies shall be responsible for designing, developing, testing, and running import scripts that will load the State's exported data into Hupp Information Technologies application. Hupp Information Technologies shall be responsible for the final data load into the EIS application;
- d. Hupp Information Technologies shall be responsible for facilitating data mapping sessions between the State and Hupp Information Technologies. The State shall be responsible for reviewing legacy system data elements with Hupp Information Technologies in order to define proper data mapping requirements;
- e. Hupp Information Technologies shall be responsible for writing the programs to do data translation as needed on the States legacy data based on the results of the data mapping requirements definition. State resources shall be expected to be available for follow-up question support with Hupp Information Technologies ;
- f. Hupp Information Technologies and the State shall work together to "scrub" existing legacy data;
- g. Hupp Information Technologies and the State shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results;
- h. Hupp Information Technologies and the State shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results;
- i. The State is responsible for documenting the technical specifications of all programs that extract data from the State's legacy systems for use by the conversion processes;
- j. The State and Hupp Information Technologies shall jointly verify and validate the accuracy and completeness of the conversions for acceptance testing and production.

6. INTERFACES

Interfaces as defined by the Contract Documents shall be implemented by Hupp Information Technologies.

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Software Licenses and Related Terms

Exhibit J does not apply to this Contract.

DATA

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EXHIBIT K - WARRANTY and WARRANTY SERVICES

1. WARRANTIES

1.1 Software

Hupp Information Technologies warrants that the EIS 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.

1.2 Services

Hupp Information Technologies 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.

1.3 Non-Infringement

Hupp Information Technologies warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If Hupp Information Technologies believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Hupp Information Technologies may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Hupp Information Technologies may end the license, and require return of the applicable Material and refund all fees the State has paid Hupp Information Technologies under the Contract. Hupp Information Technologies will not indemnify the State if the State alters the Material without

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Hupp Information Technologies consent or uses it outside the scope of use identified in Hupp Information Technologies user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Hupp Information Technologies will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by Hupp Information Technologies. Hupp Information Technologies will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Hupp Information Technologies, without Hupp Information Technologies consent.

1.4 Viruses; Destructive Programming

Hupp Information Technologies 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

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

1.6 Personnel

Hupp Information Technologies 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.

2. WARRANTY SERVICES

Hupp Information Technologies agrees to maintain, repair, and correct Deficiencies in the EIS Software/System, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications and Terms of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the Software or any portion thereof so that the System operates in accordance with the Specifications and Terms of the Contract;
- c. Hupp Information Technologies shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four

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4. POST WARRANTY SOFTWARE MAINTENANCE SUPPORT

4.1 Hupp Information Technologies Responsibility

Hupp Information Technologies shall maintain the EIS System in accordance with the Contract Documents and the Specifications, including without limitation the requirements, terms, and conditions contained herein. Hupp Information Technologies shall not be responsible for maintenance or support for anything developed or modified by the State.

Hupp Information Technologies 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.

4.2 SYSTEM SUPPORT

Hupp Information Technologies shall perform on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

4.2.1 Software Maintenance and Support Levels

Hupp Information Technologies shall be responsible for repair or replacement of the EIS Software, and maintenance of the EIS Software in accordance with the Specifications and terms and requirements of the Contract as well as repair or replace the System, or any portion thereof, that is deficient.

4.2.2 Telephone Support

Hupp Information Technologies shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email /telephone response within two (2) hours of request, with assistance response dependent upon issue severity.

4.2.3 On-site or Remote Support

Hupp Information Technologies shall provide direct system access services within four (4) hours of a request on-site or with remote diagnostic services.

4.2.4 Term

Hupp Information Technologies System support will commence with the end date of the Warranty Period and will remain in effect for until the end of the Maintenance Support period.

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Training Services

Hupp Information Technologies shall provide the following Training Products and Services required under the Contract and as further described in the Contract to meet the requirements of the Contract Documents.

1. TRAINING

Hupp Information Technologies shall act as the lead on the development and delivery of the training plan and training materials. Hupp Information Technologies is responsible to conduct training as described in the Contract Documents.

The NHDOE currently provides limited centralized training in existing systems but understands the importance of training to succeed in implementation. Hupp Information Technologies shall assist the State by providing a combination of regional training and centralized train-the-trainer training.

1.1 Develop Training Plan

Hupp Information Technologies shall act to assist the State training lead and will provide guidance, coaching, materials, and tools to the State Team. Hupp Information Technologies will structure and document a Training Plan, including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project implementation.

The training plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category.

1.2 Produce Training Materials and End-User Documentation

Hupp Information Technologies will produce and provide to the state all training materials and end-user documentation.

1.3 Training Approach

Hupp Information Technologies shall be responsible for identifying a defined and consistent approach that will provide the State with a training plan based on logical assessments and scope analysis and ultimately lead to successful Project training.

a. High Level Approach

- i. Training assessment and plan;
- ii. Training scope and audience;
- iii. Training curriculum and training medium (application and technical); and
- iv. Training delivery.

1.4 Training Categories

1.4.1 Training Categories Overview

a. Project Team Training

Project Team Training will be done in accordance with the Contract Documents.

b. End-User Training

- i. End-User training is instructor-led, and delivered using the State trainers in a Train-the-Trainer Model as well as regional training, with consultant assistance.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052 Exhibit L
Training Services

- ii. Hupp Information Technologies will assist the State with the Train the Trainer Workshops for the State identified trainers to ensure their understanding of the materials, and ability to transfer knowledge to the end-users.
 - iii. The training will be customized to match the agreed-upon business process and system design.
 - iv. Hupp Information Technologies will prepare customized training curricula, and the end-user courseware.
- c. **Technical Knowledge Transfer**
- i. Hupp Information Technologies is responsible to complete technical knowledge transfer in accordance with the Contract Documents.

1.6 **Key User Training Approach Activities**

1) **Identify State End Users**

Hupp Information Technologies will lead the State in identifying and categorizing its end users.

User Category 1—Power User Training: Power Users are those employees who frequently use the system. Training will consist of a series of courses based on job functions, on business processes specific to job roles, and associated EIS transactions. The training strategy will be organized around the State's business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users will primarily access the system for inquiries or report viewing on an occasional basis. Their courses will be focused on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Technical Users: Technical Users include technical analysts. They will be trained on the EIS software on the basis of assignments, and may include navigation training and module overview/orientation of the software, functional (modules/business process) training, and configuration.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Exhibit M
NH DEPARTMENT OF EDUCATION RFP 2007-052 (with Addendums)
Incorporated

NH DEPARTMENT OF EDUCATION RFP 2007-052 (with Addendums 1 through 2)

is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
EDUCATOR INFORMATION SYSTEM
NH DOE RFP 2007-052

EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

Hupp Information Technologies Proposal to Department of Education RFP 2007-052 is incorporated herein by reference.

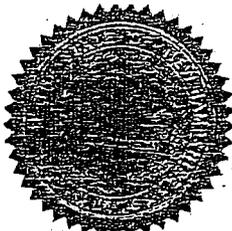
State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052
Exhibit P
Certificate of Authority

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 Hupp Information Technologies is a New Hampshire trade name registered on May 1, 2007 and that Dean Hupp presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of May, A.D. 2007



William M. Gardner
William M. Gardner
Secretary of State

New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT)

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2006, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

STATE OF NEW HAMPSHIRE
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052
Exhibit O
Certificate of Vote

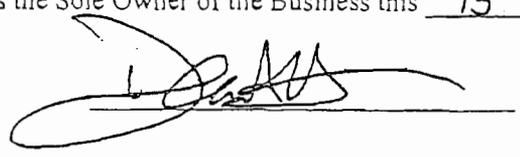
CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Dean Hupp, as a Sole Owner of my Business, Hupp Info.Tech, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this 15th day of May, ~~19~~ 2007

Sole Owner



STATE OF Oklahoma

COUNTY OF Oklahoma

On this the 15 day of May, ~~19~~ 2007, before me, Ginger

DiFalco, the undersigned Officer, personally appeared Dean Hupp, who acknowledged her/himself to be the Sole Owner, of Hupp Information Tech., a Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as Dean Hupp.

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

Ginger DiFalco Comm. # 02002631
Notary Public/Justice of the Peace

My Commission Expires: 3-1-2010

State of New Hampshire
 Department of Education
 Educator Information System (EIS) Acquisition, Implementation, and Support
 Contract 2007-052
 Exhibit Q
 Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/03/2007
PRODUCER (217)528-7553 FAX (217)528-1041 R. W. Troxell & Company 214 South Grand Ave West P.O. Box 3757 Springfield, IL 62708		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Hupp Information Technology 32 Foresters Lane Springfield, IL 62704		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: Hartford Casualty Ins Co 29424
		INSURER B: Hartford Underwriters Ins Co
		INSURER C: Twin City Fire Insurance Co 29459
		INSURER D:
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ACORD) / TR (EFFECT)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> MULTIFAMILY GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> INC-RECT <input type="checkbox"/> LOC	835BARX7645	03/24/2007	03/24/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Per one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS: COMPANYP ASG \$ 2,000,000
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> OTHER AUTO <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	83UECR28656	04/06/2007	04/06/2008
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Spec. provide limit SPECIAL KNOWLEDGES below)	83WECNF9849	04/06/2007	04/06/2008	MEDICAL EXP. (Per accident) \$ 1,000,000 EL (EMERG. CAL. EXPENSE) \$ 1,000,000 EL (EMERG. POLICY LIMIT) \$ 1,000,000
A	OTHER Technology Professional Liability	835BARX7645	03/24/2007	03/24/2008	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER New Hampshire Dept. of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>15</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Todd SowTe/ANGELA
---	--

ACORD 25 (2001/08)

ACORD CORPORATION 1986

[Handwritten Signature]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2007

PRODUCER (217)528-7533 FAX (217)528-1041
R. W. Troxell & Company
214 South Grand Ave West
P.O. Box 3757
Springfield, IL 62708

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Hupp Information Technology
32 Foresters Lane
Springfield, IL 62704

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Hartford Casualty Ins Co	29424
INSURER B	Hartford Underwriters Ins Co	
INSURER C	Twin City Fire Insurance Co	29459
INSURER D		
INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	83SBARX7645	03/24/2007	03/24/2008	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B		AUTOMOBILE LIABILITY	83UECRZ8656	04/06/2007	04/06/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WECNF9849	04/06/2007	04/06/2008	WC STATUTORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A		OTHER Technology Professional Liability	83SBARX7645	03/24/2007	03/24/2008	\$1,000,000 Occurrence
						\$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

New Hampshire Dept. of Education
101 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Todd Sowle/PAM

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052
Exhibit R
Performance Bond

No Performance Bond required for this Contract.

State of New Hampshire
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052
Exhibit S
Contractor Proposal Transmittal Form Letter

This document has been provided as part of the RFP (page 2 of original submission).

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2008

PRODUCER (217)528-7533 FAX (217)528-1041
R. W. Troxell & Company
214 South Grand Ave West
P.O. Box 3757
Springfield, IL 62708

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INSURED Hupp Information Technology
32 Foresters Lane
Springfield, IL 62704

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co	29424
INSURER B: Hartford Underwriters Ins Co	
INSURER C: Twin City Fire Insurance Co	29459
INSURER D:	
INSURER E:	

COVERAGES

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INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	83SBARX7645	03/24/2008	03/24/2009	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	83UECRZ8656	04/06/2008	04/06/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83WECNF9849	04/06/2008	04/06/2009	WC STATU-TORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Technology Professional Liability	83SBARX7645	03/24/2008	03/24/2009	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

New Hampshire Dept. of Education
101 Pleasant Street
Concord, NH 03301

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Todd Sowle/DIANE

STATE OF NEW HAMPSHIRE
Department of Education
Educator Information System (EIS) Acquisition, Implementation, and Support
Contract 2007-052

Exhibit T

Required IT Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Contractor to successfully complete the assumed assignment will be at the sole expense of the Contractor and provided by the Contractor
4. The Contractor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Contractor during the course of the Contract.
5. The Contractor must make the individuals available to be interviewed by the State prior to the Project assignment.
6. The Contractor and its employees assigned to this Project must sign a "Computer Access and Use Agreement."
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the Contract signing.