Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

May 26, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources to contract with Alma Technologies, Inc. (VC# 378727) Portland, OR in the amount of $2,489,900.00 to assist with the implementation and ongoing support of a web-based state student information system, effective upon Governor and Council approval through December 8, 2026 with an option to renew for five (5) additional Fiscal Years. 43% Education Trust Fund Funds; 57% Federal Funds.

Funds to support this request are available in the accounts titled State Longitudinal Data Systems and ETF Administration in FY22 and FY23 and are anticipated to be available in FY24 to FY26 upon the availability and continued appropriation of funds in future operating budgets, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	06-56-56-567010-71280000-038-500177 Technology-Software	06-56-56-567010-71280000-102-500731 Contracts for Prog. Serv.	06-56-56-560040-21960000-038-500177 Technology-Software	Total
FY22	$222,950.00	$358,401.80	$446,400.50	$1,027,752.30
FY23	$0	$0	$501,800.35	$501,800.35
FY24	$0	$0	$402,700.38	$402,700.38
FY25	$0	$0	$303,598.27	$303,598.27
FY26	$0	$0	$254,048.70	$254,048.70
	$222,950.00	$358,401.80	$1,908,548.20	$2,489,900.00

EXPLANATION

The New Hampshire Department of Education (NHED) is seeking approval to Purchase and deploy a Statewide Student Information System (SIS). With this contract the NHED will replace our aging i4see system that has become increasingly difficult to adapt to ever changing federal and state reporting guidelines. NHED will purchase and deploy the SIS data collection system and make it an available option to all New Hampshire public schools and districts (194 districts, 176,178 students, and 10 SIS vendors). The new data collection will adhere to Common Educational Data Standards (CEDS) to

TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

facilitate the Extract, Transform and Load (ETL) processes to the NHED's data warehouse. In addition, the Department of Education will migrate 10-years of historical data from our data warehouse into the vendor's operational data store/Common Educational Data Standards (ODS/CEDS) database.

The NHED, with this Contract, will implement Alma's quality Statewide Student Information System based on best business and technology practices for student information management in education. The NHED expects the outcome of this project to be:

- A more adaptive, efficient, and effective process for student level data collection at the State level. Ultimately, implementing real time data collection.
- Data validations at the State Level for the student level data collected.
- More timely educational data for improved analysis and reporting.
- An optional District Level Student Information System (District SIS) solution that offers a clear path including incentives (e.g. reduced costs) for districts that choose to go with Alma's product.
- The separate District SIS will run as an independent installation of the SIS hosted in the same cloud as the State SIS and adhere to State regulations of data privacy and allowable data collections.
- An automated solution for data uploads to the State SIS system if the districts do not choose to join the new system.
- A complete solution that offers:
  o Migration and deployments of current data at both the state and district level
  o Provides a CEDS ODS deployment with a complete deployment for all Education facts reporting requirements.

A Request for Proposals (RFP) was advertised on the Department of Education website on March 15th, 2021. Five proposals were received by the due date of April 23rd, 2021. A review committee consisting of the Five members of the Department of Education, bureau of educational statistics, and three local education agency stakeholders reviewed the proposals received by the deadline; (Attachment A). The team recommended Alma Technologies for funding.

Alma Technologies not only had the lowest bid price but also offered the most customized product using some of the most modern technologies. Alma's product was the favorite among LEA stakeholders. Alma's product also aligned most closely with the Department's infrastructure modernization efforts by utilizing the same data standards the State is moving towards. Alma also has experience as a student information system in New Hampshire and is familiar with our laws and data collections.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet
Alma Technologies, Inc.

Proposal Criteria in the RFP

State Business Requirements	200
District Business Requirements	200
Vendor Technical, Service, and Project Management	200
Vendor Company	100
Vendor Staffing	100
Price	200
Total	**1000**

Proposals Received

1. Alma Technologies
2. EduPoint
3. Infinite Campus
4. Focus School Software
5. PowerSchool

Reviewer Scores

Staff Member	Alma Technologies	EduPoint	Infinite Campus	Focus School	PowerSchool
Review Group Score	953	945	906	831	766

Review Process
Scoring occurred on Monday May 17, 2021 through Thursday May 20, 2021, and was held via zoom meetings. Each proposal was scored by the group as a collective. The proposal review panel consisted of the following employees from the Department of Education and Local Education Agency Stakeholders:

Reviewer Qualifications

Nathan V. has worked for the Department's Bureau of Educational Statistics over five (5) years and manages the federal data grant. He had previously worked for Department of Information Technology for five (5) years.

Gretchen T. has worked in various roles for the Department of Education in the Bureau of Educational Statistics for almost thirteen (13) years. She is currently working as a Business Systems Analyst.

Dina R. has Worked for the Department of Education for over six (6) years as a database developer.

James K. has worked for the Bureau of Education Statistics for over two (2) years as its manager. James has over twenty (20) years of experience leading data management, information systems development and support, and process automation at various companies.

Melissa G. has worked for the Department since 2009, first with the Bureau of Career Development, then in 2018 transitioning to the Bureau of Education Statistics. Melissa has been the primary contact for both the Career and Technical Education (CATE) and i4see student data collection systems, providing technical assistance to Local Education Agencies (LEAs) users and working with NHED and DoIT staff to improve and enhance data collection processes.

Chris M. has worked in educational leadership in New Hampshire for the past fourteen (14) years. In his current role as Curriculum, Instruction, and Assessment Director in SAU 53, he supports administrators and teachers with the implementation of best teaching and assessment practices. He also oversees the administration of competency based education, professional development, the student information system, and evaluation frameworks.

Donna C. has worked at the Manchester School District for over twelve (12) years as the Data Analyst. She has also taught technology and business education courses at Southern New Hampshire University (SNHU) and supports teacher education programs for the last ten (10) years through state program reviews and national accreditation.

Sandie M. has worked in NH public education for twenty—eight (28) years in various roles including Teacher, Technology Director, Principal, and Assistant Superintendent. Additionally, Sandie worked for the NH Department of Education as a Bureau Administrator for three (3) years.

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

Denis Goulet
Commissioner

May 5, 2022

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

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Alma Technologies, Inc., of Portland, OR, System as described below and referenced as DoIT No. 2021-030.

The Department of Education requests approval to enter into a contract with Alma Technologies, Inc. for Student Information System Services to assist with the implementation, and ongoing support of a web-based state student information system.

The cost of the contract is not to exceed $2,489,900.00 and it shall become effective upon Governor and Council approval through December 8, 2026.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2021-030

cc: Bruce Smith, DoIT

"Innovative Technologies Today for New Hampshire's Tomorrow"

STATE OF NEW HAMPSHIRE

Department of Education:

Statewide Student Information System (State Version):

DOE 2021-030

Contents

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STATE OF NEW HAMPSHIRE
Department of Education
2021-30 - Statewide Student Information System (State Version)
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. **IDENTIFICATION.**

1.1 State Agency Name	1.2 State Agency Address
New Hampshire Department of Education	101 Pleasant Street, Concord, NH 03301-3860

1.3 Contractor Name	1.4 Contractor Address
Alma Technologies, Inc.	720 SW Washington St. Suite 315, Portland, OR 97205

1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
215-840-5128	06-56-56-567010-71280000-038-500177, 06-56-56-567010-71280000-102-500731, 06-56-56-560040-21960000-038-500177	12/08/2026	$2,489,900

1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Nathan Valence	603-271-3865

1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory
Date: 05/14/22	Andrew Herman, Chief Executive Officer

1.13 State Agency Signature	1.14 Name and Title of State Agency Signatory
Date: 6/1/2022	Frank Edelblut, Commissioner of Education

1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Christopher Bond, Attorney   On: 6/1/2022

1.17 Approval by the Governor and Executive Council *(if applicable)*

Page 4 of 57
Contractor Initials: ATH
Date: 05/14/22
GDSVF&H\7846407.7

G&C Item number:	G&C Meeting Date:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

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

10.3 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.

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

State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION.
Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Term may be extended up to two times for Five (5) years(s) each, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, under the same terms and conditions, subject to approval of the Governor and Executive Council.

Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Provision 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, is updated with the following addition:

6.4 The State shall use commercially reasonable efforts to provide Contractor with written notice of any rules, regulations or guidelines of the State that are applicable to Contractor's provision of the Services; *provided, however*, the State does not represent or warrant that any such notice contains a complete or accurate list of all such rules, regulations or guidelines.

Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the Event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for of its out of pocket expenses incurred in migrating the Data to such other source (which shall be subject to the limitations of liability set forth in the Contract).

Provision 9, Termination, is deleted and replaced with the following:

9.   TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement in the event that any state or federal legislative or executive action eliminates the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B. In the event of such termination, the Contractor shall promptly stop all work hereunder and shall promptly cause any and all of its suppliers and subcontractors to cease work related to this Agreement. The State shall be liable for cost of all Services and Deliverables for which Acceptance has occurred pursuant to Section 4 of Exhibit B, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 **Termination Procedure**

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

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

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

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

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

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

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

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

Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

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

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at Contractor's standard hourly rates, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

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

Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following additions:

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

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall promptly, but in no event longer than 2 business days, notify the State's Information Security Officer once becoming aware of such unauthorized release, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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

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

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party reasonably believes is not

prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

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

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

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State; provided, that such approval shall not be required in connection with a disclosure to Contractor's vendors and subprocessors who receive such Confidential Information in connection with supporting the provision of Services to the State and are bound by confidentiality obligations with respect thereto. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

10.9 For clarity and notwithstanding any statement in Section 10.1 to the contrary, the Software, Services and other technology of Contractor that is provided to the State pursuant to this Agreement shall not constitute "data" hereunder and is being provided to the State solely pursuant to a term-limited license in accordance with Exhibit D.

Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

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

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;

b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

Notwithstanding the foregoing or anything in this paragraph 12 to the contrary, in connection with a Change of Control, the State shall continue under the Agreement with Contractor, its successor or assigns for the full remaining term of the Agreement unless the applicable successor entity or assign (i) is legally prohibited from directly or indirectly receiving federal funds; (ii) is not permitted to conduct business in the State of New Hampshire; or (iii) does not possess insurance policies of the type and with the limits that meet the State's standard procurement requirements.

12.4 For clarity, the State's consent is not required in connection with subprocessors that Contractor uses to support its provision of Software.

Provision 13, Indemnification, is updated with the following addition:

13.2 Contractor's indemnification obligations pursuant to this paragraph 13 shall apply only with respect to third-party claims brought against the State and shall exclude (A) any claims to the extent resulting from the State's negligence or willful misconduct and (B) claims alleging infringement or misappropriation of a third-party's intellectual property rights, which such claims described in subsection (B) shall be governed exclusively by the infringement indemnity set forth in paragraph 7 to Exhibit D of this Contract.

13.3 In order for the Contractor to be obligated to indemnify the State pursuant to this paragraph 13, the State must:
   a. Promptly notify the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
   b. Give the Contractor sole control of the defense and any settlement negotiations; and
   c. Give the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State and which are not applicable to Contractor.

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

25. FORCE MAJEURE

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

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

performance under the Contract unless such inability is caused by an event or condition that otherwise qualifies as a Force Majeure event.

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

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

28. GOVERNMENT APPROVALS

iii. Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

29. ORDER OF PRECEDENCE

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

ii. State of New Hampshire, Department of Education Contract Agreement DOE-2021-30, as amended and supplemented by the exhibits thereto.

iii. State of New Hampshire, Department of Education RFP-DOE-2021-30 Statewide Student Information System (State Version).

iv. Vendor Proposal Response to Department of Education RFP-DOE-2021-30 Statewide Student Information System (State Version) dated April 23, 2021

Performance Bond

Vendor shall furnish, at no additional cost to State, a surety bond in an amount equal to the aggregate amount of Implementation costs set forth on Exhibit C hereto ($546,151.80) (the "Insolvency Bond"). The Insolvency Bond shall be payable to the State in the event the Vendor becomes unable to perform its duties under this Contract due to bankruptcy or other insolvency event (ie:, the inability of Vendor to pay its debts when due) (a "Triggering Event") that occurs during the period commencing on the Effective Date and expiring on the second(2nd) anniversary of the Effective Date (the "Bond Payment Window"); provided, that such Triggering Event is not caused, in whole or in part, by (I) any judgment rendered in favor of the State or amounts payable in connection with any settlement or other disposition of a claim asserted by the State or (II) the State's non-performance with its obligations pursuant to this Agreement, including any failure by the State to timely pay Contractor all

fees when due pursuant to this Agreement. For clarity, the State shall only be entitled to recourse pursuant to the Insolvency Bond if the State brings a claim during the Bond Payment Window regarding a Triggering Event that occurred during the Bond Payment Window. Notwithstanding the foregoing, the State will release the Insolvency Bond upon Contractor initiating user acceptance testing of functionality that enables State school districts using Contractor's "student information system" software to submit reporting to the State's Department of Education database via a State portal interface with "extract, transform, load" capabilities (the "Release Milestone"), regardless of whether the Bond Payment Window has expired at the time the Release Milestone occurs. Upon the occurrence of a Triggering Event that occurs prior to the earlier of the Release Milestone and the expiration of the Bond Payment Window, the issuer of the Insolvency Bond shall, at its election, either (1) provide for the completion of Implementation services contemplated hereunder or (2) compensate the State for the value of Implementation services not yet performed as of the date of the occurrence of the Triggering Event, in an amount not to exceed the total value of the Insolvency Bond.

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

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

1. **STATEMENT OF WORK**
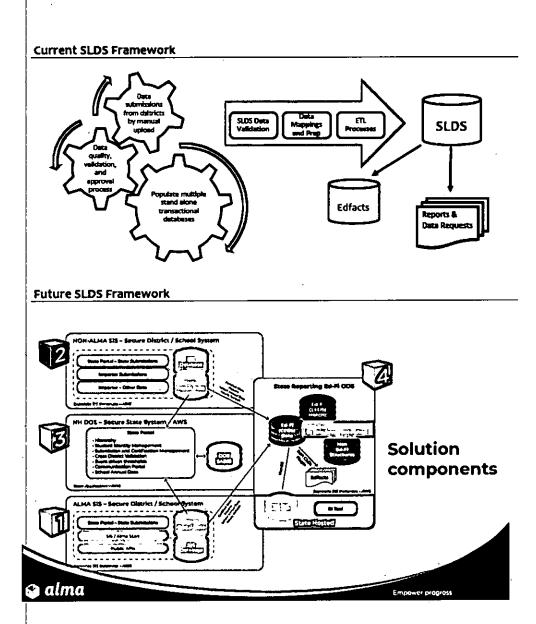
With this contract the NHDOE will replace our aging i4see system that has become increasingly difficult to adapt to ever changing federal and state reporting guidelines. Therefore, the NHDOE will purchase and deploy a Statewide SIS data collection system and make it an available option to all New Hampshire public schools and districts (194 districts, 176,178 students, and 10 SIS vendors). The new data collection will adhere to CEDS to facilitate the ETL processes to the NHDOE's data warehouse. In addition, the Department of Education will migrate 10-years of historical data from our data warehouse into the vendor's operational data store/CEDS database.

The NHDOE, with this Contract, will implement Alma's quality Statewide Student Information System based on best business and technology practices for student information management in education. The NHDOE expects the outcome of this project to be:

- A more adaptive, efficient, and effective process for student level data collection at the State level. Ultimately, implementing real time data collection.
- Data validations at the State Level for the student level data collected.
- More timely educational data for improved analysis and reporting.
- An optional District Level Student Information System (District SIS) solution that offers a clear path including incentives (e.g. reduced costs) for districts that choose to go with Alma's product.
- The separate District SIS will run as an independent installation of the SIS hosted in the same cloud as the State SIS and adhere to State regulations of data privacy and allowable data collections.
- An automated solution for data uploads to the State SIS system if the districts do not choose to join the new system.
- A complete solution that offers:
  - o Migration and deployments of current data at both the state and district level
  - o Provides a CEDS ODS deployment with a complete generate deployment for all Edfacts reporting requirements.

The new data collection system will adhere to CEDS to facilitate the vendor's ETL or replication processes to the operational data store/CEDS database. Below is how the Statewide SIS is anticipated to fit into the NHDOE's future system architecture.

Current SLDS Framework

Future SLDS Framework

2. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

2.1 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G: Attachment 2

3. **ACTIVITY, DELIVERABLE, AND MILESTONE**

Task Name	Duration
Effective Contract Date	0
Project Kick-off	5d
Definition – Submission Management (Phase 1)	20d
Design - Submission Management	80d
State Portal Features (State and District/School)	60d
Tech Foundation (Engines, Application Framework)	60d
Final Design Reviews and Signoff*	10d
Final Tech Design Reviews and data model updates	10d
State Reporting Non SIS data import to Ed-Fi	20d
Build - Alma SIS end to end integration	80d
State Portal - State view	60d
State Portal - District / school view	20d
Ed-Fi - Additional Data Imports	50d
Ed-Fi ODS	20d
Testing - Alma SIS end to end integration	10d
UAT Testing - Alma SIS end to end integration	5d
Pilot School - Submission Testing	20d
Training	10d
Launch - SIS Integration (Depends on final launch plan)	0
Build - Non Alma import and framework	70d
Student Identity Management	40d
Public APIs - State Submission Reports	50d
DLM Registration	30d
Historical data migration to Ed-Fi structure	90d
Event Drive Thresholds	60d
SIS - Additional Data Imports	50d

4. **DELIVERABLE REVIEW AND ACCEPTANCE**

   4.1   **Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days, and; provided, further, that if the State does not provide notice of Acceptance or rejection within such five (5) business day period (as may be extended), then the State will be deemed to have accepted the applicable Deliverable. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall provide written notice thereof to Contractor, which such notice shall include a detailed description of the Deficiency or the terms of the conditional Acceptance, as applicable. Upon the State providing such notice to the Contractor, the State and Contractor will meet (virtually or in person) to discuss the alleged Deficiency and/or the terms of the conditional Acceptance. Following such discussion, Contractor will have a period of no more than five (5) business days to investigate the alleged Deficiency and/or conditional Acceptance obligation. If Contractor determines, following such investigation, that no such Deficiency has occurred and/or that Acceptance should not be conditioned on the completion of any related matter (a "False Deficiency"), than Contractor will notify the State of its determination of a False Deficiency and include a detailed explanation with such notice of False Deficiency. If the State disagrees with Contractor's assessment in such notice, the State will promptly notify Contractor and, within ten (10) business days of the date of such notice, one or more individuals with sufficient authority and knowledge of the alleged Deficiency from the State and the Chief Executive Officer of Contractor, or his appointed designee with authority to bind Contractor, will meet (virtually or in person) and confer regarding such alleged Deficiency (the "Escalation Meeting"). If the disagreement is not resolved during the Escalation Meeting, Contractor will deliver a report containing data, test results or other documentary evidence to support Contractor's position of a False Deficiency ("Documentary Evidence"). If Contractor delivers Documentary Evidence to support its position of a False Deficiency and such Documentary Evidence is not sufficiently rebutted by data, test results or other documentary evidence presented by the State ("Rebuttal Evidence"), then the State will be deemed to have accepted the Deliverable as of the date that Contractor originally delivered the applicable Deliverable to the State. In such case, any changes to the Deliverable or completion of related matters will require a Change Order entered into in accordance with the process set forth in Section 5 of this Exhibit B. If, following Contractor's investigation or upon conclusion of the dispute process outlined in this Section 4.1, it is determined that a Deficiency has occurred and/or that Acceptance should rightly be conditioned on the completion of a related matter, then Contractor shall provide the State with a plan and timeline to

remediate the identified Deficiency or to complete the related matter, as applicable, and will use commercially reasonable efforts to adhere to such plan and timeline. If, following Contractor's delivery of Documentary Evidence and, if applicable, the State's delivery of Rebuttal Evidence, there remains a disagreement regarding the existence of a Deficiency, then Contractor's determination of the existence of a Deficiency and/or the necessity of completing any related matter shall be final and shall be assessed solely against the requirements set forth in this Exhibit, as may be modified in accordance with Section 5 of this Exhibit. In the event that Contractor is required to correct a Deliverable, the State shall have five (5) business days following its receipt of such corrected Deliverable to review such Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe, and the conference and investigation process contemplated in this paragraph shall repeat with respect to such Deliverable; provided, however, that if Contractor determines that it is not able to meet the requirements set forth in this Exhibit, then the State may declare the Contractor in default with respect to such Deliverable and in accordance with the terms of this Agreement.

4.2   Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in a test plan prepared by Alma and which matches the requirements and specifications set forth in the Proposal (the "Test Plan"). If the State rejects a System/Software Deliverable or any portion of a System/Software Deliverable pursuant to the Test Plan or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall provide written notice thereof to Contractor, which such notice shall include a detailed description of the Deficiency or the terms of the conditional Acceptance, as applicable. Upon the State providing such notice to the Contractor, the State and Contractor will meet (virtually or in person) to discuss the alleged Deficiency and/or the terms of the conditional Acceptance. Following such discussion, Contractor will have a period of no more than five (5) business days to investigate the alleged Deficiency and/or conditional Acceptance obligation. If Contractor determines, following such investigation, that such alleged Deficiency is a False Deficiency, than Contractor will notify the State of its determination of a False Deficiency and include a detailed explanation with such notice of False Deficiency. If the State disagrees with Contractor's assessment in such notice, the State will promptly notify Contractor and, within ten (10) business days of the date of such notice, one or more individuals with sufficient authority and knowledge of the alleged Deficiency from the State and the Chief Executive Officer of Contractor, or his appointed designee with authority to bind Contractor, will attend the Escalation Meeting. If the disagreement is not resolved during the Escalation Meeting, Contractor will deliver Documentary Evidence to support Contractor's position of a False Deficiency. If Contractor delivers Documentary Evidence to support its position of a False Deficiency and such Documentary Evidence is not sufficiently rebutted

Rebuttal Evidence, then the State will· be deemed to have accepted the System/Software Deliverable as of the date that Contractor originally delivered the applicable System/Software Deliverable to the State. In such case, any changes to the System/Software Deliverable or completion of related matters will require a Change Order entered into·in accordance with the process set forth in Section 5 of this Exhibit B. If, following Contractor's investigation or upon conclusion of the dispute process outlined in this Section 4.2, it is determined that a Deficiency has occurred and/or that Acceptance should rightly be conditioned on the completion of a related matter, then Contractor shall provide the State with a plan and timeline to remediate the identified Deficiency or to complete the related matter, as applicable, and will use commercially reasonable efforts to adhere to such plan and timeline. If, following Contractor's delivery of Documentary Evidence and, if applicable, the State's delivery of Rebuttal Evidence, there remains a disagreement regarding the existence of a Deficiency, then Contractor's determination of the existence of a Deficiency and/or the necessity of completing any related matter shall be final and shall be assessed solely against the requirements set forth in this Exhibit, as may be modified in accordance with Section 5 of this Exhibit. In the event that Contractor is required to correct a System/Software Deliverable, the State shall have five (5) business days following its receipt of such corrected Deliverable to review such System/Software Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe, and the conference and investigation process contemplated in this paragraph shall repeat with respect to such System/Software Deliverable; provided, however, that if Contractor determines that it is not able to meet the requirements set forth in this Exhibit, then the State may declare the Contractor in default with respect to such System/Software Deliverable and in accordance with the terms of this Agreement.

4.3   Number of Deliverables

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

4.4   Conditional and Unconditional Acceptance

Individual Software Deliverables will be tested upon delivery by the Contractor to the State, and the System will be tested upon completion thereof, in each case as further described in the Test Plan. By accepting a Deliverable, the State does not waive its right to raise any System-level defects or non-conformities in connection with the System Acceptance Testing; provided, that, the State may not raise any Deficiency with respect to a particular Deliverable if such Deliverable has previously been accepted or deemed to have been accepted by the State. ·

5. CHANGE ORDER

The State may request changes, revisions or enhancements to the Scope of Work at any time by written Change Order. The State requested changes, revisions or enhancements shall be approved by the Department of Information Technology. Within ten (10) business days of Contractor's receipt of a Change Order request, Contractor shall advise the State, in detail, of any projected impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan. Contractor shall have no obligation to proceed with any requested change, revision or enhancements to the Scope of Work unless and until the State and Contractor have mutually agreed to such change, revision or enhancement pursuant to a written Change Order executed by representatives of each party.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any projected impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing.

Change Orders resulting in an increase of Price Limitation may require approval by the Governor and Council. Notwithstanding the foregoing, Contractor and the State acknowledge and agree that it may, from time to time, be appropriate to amend, delete, add, or reprioritize certain of the Business and Technical Requirements set forth on Exhibit G: Attachment 1 and that such changes may be effected through a Change Order without the requirement of Governor or Council approval. Contractor and the State acknowledge that the State's requirements may continue to be refined following execution of this Agreement and agree to negotiate in good faith to amend the Business and Technical Requirements set forth on Exhibit G: Attachment 1 through a Change Order that does not impose additional fees on the State so long as such amendments do not, when considered as a whole, extend the timeline, increase the costs or other resources required for Contractor to meet its obligations contained therein, and that does not fundamentally alter the scope of the Agreement.

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

6. IMPLEMENTATION SERVICES

The Contractor shall employ an Implementation and change management approach described in the Business and Technical Requirements set forth on Exhibit G: Attachment 1 and as further described in the Work Plan agreed by Contractor and the State pursuant to paragraph 8 of this Exhibit B.

7. PROJECT MANAGEMENT

The Contractor shall employ a project management approach described in the Business and Technical Requirements set forth on Exhibit G: Attachment 1.

7.1   The Contractor Key Project Staff

7.1.1.   The Contractor's Contract Manager

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

> Kim Hadfield
> (503)-349-9014
> Kim.Hadfield@getalma.com

7.1.2.   The Contractor's Project Manager

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

> Kim Hadfield
> (503)-349-9014
> Kim.Hadfield@getalma.com

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

7.1.3.   Change of Project Manager

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

7.1.4.   The Contractors Additional Key Project Staff

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

> Kevin Flynn   Product Manager
> Simon Lang   Senior Engineer/Architect Bruce Chase Senior Backend
> Engineer

The State reserves the right to require removal or reassignment of Key Project Staff who are, in the reasonable discretion of the State, found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice of such change. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. Background Checks

The State may require, and, at its sole expense, conduct reference and background screening of the Contractor's staff assigned to this Contract.

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

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is, in its reasonable discretion, dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff and the Contractor fails to appoint a replacement Project Manager and/or Key Project Staff that is reasonably acceptable to the State within thirty (30) days of the State providing written notice to Contractor of its dissatisfaction. For clarity, staff are not required to be dedicated to the state, and contractor may assign separate staff members to service the state's contract based on capability and availability of such staff members.

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

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

Nathan Valence
603-271-3865
Nathan.M.Valence@doe.nh.gov

7.2.2. The State Project Manager

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

Nathan Valence
603-271-3865
Nathan.M.Valence@doe.nh.gov

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

a. Leading the Project;
b. Engaging and managing all Contractors working on the Project;

    c. Managing significant issues and risks;

    d. Reviewing and accepting Contract Deliverables;

    e. Invoice sign-offs;

    f. Review and approval of Change Orders;

    g. Managing stakeholders' concerns.

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall use commercially reasonable efforts to finalize the Work Plan set forth in Exhibit G: Attachment 3 within Sixty (60) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

Alma and DOE agree to start with a deep discovery covering the current and desired end-to-end process for submission and certification (Phase 1). The goal of phase 1 is to document the as-is and to-be processes that consider the automation of submission and data validation, error handling and warnings. The process and data validation rules will drive the design for the state portal for both the State and districts/schools. In addition, any operations changes for the State or district / schools will be identified early for communication and training planning.

Alma's design build plan is based on a release plan to mitigate risks associated with the migration to the new process.

    1. Alma's real time integration with the critical path features for submission and certification management and ability to generate SLDC reports and EdFacts. → Alma will pilot with an Alma SIS district prior to full release to mitigate risk.

    2. Non-Alma SIS integration isolating critical path features for submission and certification management. → Alma will pilot with a specific SIS vendor and several small districts or schools, ideally without a current SIS, to mitigate risk.

The following features will be built and/or enhanced and can be released as separate components. The sequence to build the components is flexible and can generally be done in any sequence with some built in parallel. The design can start after the Alma SIS and non-Alma SIS integration critical path design is completed. The build and testing would start after the full testing of the Alma SIS and non-Alma SIS integration has completed.

    1. Student Identity Management

    2. Historical State submission data

    3. Event driven thresholds (dependent on historic data)

    4. Public APIs - state submission Reports

    5. DML Registration

    6. Other data via a district level file importer.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major

milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

9. ACCEPTANCE & TESTING SERVICES

The synchronization workflow between the Alma SIS and State solution refreshes in real time, providing the latest updates at the state and district level. Cross-district data checks take place in the State Portal and are customized to meet the State's needs. This workflow includes alerting the appropriate district level staff.

Prior to the launch of the solution components, NH DOE will access a UAT environment to validate and approve the feature sets and data. Once the system is released, the UAT plan for a feature that impacts NH DOE is defined based on the scope of the feature improvements. Alma's general approach is to build in feature flag controls to expose new State Portal features to districts after NH DOE has completed user acceptance testing and training. Sandboxes are available for user acceptance testing and training features prior to turning features 'on' for districts.

The process for acceptance testing of Software/System Deliverables, including the development and deployment of a UAT environment, shall be set forth in the Test Plan prepared by Alma pursuant to paragraph 4 of this Exhibit B; however, the acceptance/rejection mechanics for Software/System Deliverables shall be as set forth in paragraph 4.2 of this Exhibit B.

10. MAINTENANCE, OPERATIONS AND SUPPORT

Alma will provide support directly to all state, SAU, district, and school staff members. This open support model results in shorter wait times, less frustration, and eliminates tech support telephone tag between Alma, DOE technical support, and the end user.

The Alma Customer Engagement Team abides by the following principles:
- All Alma will should have access to technical support.
- All Alma users will be able to reach a live support representative during regular business hours via email, phone, or chat (8am-8pm EST Monday-Friday).
- No cumbersome automated phone attendants or long hold times.

Dedicated Customer Success Manager
Alma will assign a Customer Success Manager (CSM) to the Project Team who will act as the Department of Education's liaison to other departments within the organization and provide concierge-level support throughout implementation and beyond. The Customer Success Manager, along with the Project Manager, will lead a team of engineers, product specialists, and support representatives that collaborate to ensure project benchmarks and goals are met.

Change Management & Communication

Quality change management and thorough communication are critical to the success of a project on this scale. For implementations both large and small, Alma employs change management best practices; communicating information early and often, documenting change requests and tickets, and hosting consultative sessions to ensure a mutual understanding of the change being requested. Alma will utilize Smartsheet for tracking and communicating change requests and statuses. The Department of Education will have access to this tool and the latest updates on each item. During regular consultations with the Project Team, change requests, and other tickets will be reviewed to confirm the DOE is informed of the latest updates and Alma has a clear understanding of DOE Priorities. A formal quarterly report will also be provided containing these details along with information related to any system outages or deficiencies.

When the platform is updated, the Department of Education will be notified at least two business days ahead of time for new and major feature releases and improvements. The Alma Project Manager and Customer Success Manager will communicate release information with the DOE directly. Email alerts and in-app alerts are also provided to all users.

Customized Training Plans

Alma works with each customer to develop a training plan that meets their unique needs. Alma trainers have backgrounds in education and deep understanding of best practices in knowledge transfer, in addition to real-world SIS experience. Alma recommends a combination of online and on-site training in the first year, supplemented by regular consultations with a dedicated Customer Success Manager and unlimited ongoing technical support. Due to these additional resources and the overall ease-of-use of the platform, Alma users generally find they require less training than is needed for legacy systems.

Email, Phone, & In-App Messenger

Alma support is available from 8AM-8PM Eastern Standard Time (EST) Monday through Friday via email, phone, and the in-app messenger. Although it is outside the typical SLA, Alma staff monitor the ticketing system and often assist end users on weekends as well. This service is available for all district personnel – not just designated individuals – at no additional charge. Alma strives to have a relationship with our customers and this level of support is a critical piece to that approach. The average response time for support inquiries is under 9 minutes. Further details regarding Alma's standard response and service time are listed below. Alma will work with the New Hampshire DOE to develop a mutually agreeable server level agreement that meets all SLA requirements outlined in Appendix B of the request for proposal.

Resolution Times

The following table outlines the urgency of incidents and their associated response times. The urgency of an incident is defined by the customer at the time of placing the request, and is used to define the required response time. All Response Times are during standard support hours.

Urgency	Response Time	Description
Urgent	30 minutes	• High impact on business or immediate productivity • Requests that are time sensitive
Non-Urgent	1 Day	• Low impact on business functions and does not affect immediate productivity • Requests that are not time sensitive

Urgency Response Time Description

The following is used internally by Alma to prioritize incidents and define resolution times. All Resolution Times are during standard support hours.

Severity Resolution Time Description

Severity	Resolution Time	Description
Critical	1 Hour	• Business, system, or service outage • Significant customer impact that threatens immediate productivity. • Significant number of customers affected Security of system, network, or data is compromised
Serious	1 Day	• Significant customer concern • Effects immediate productivity of a customer Issue is time sensitive and /or a workaround is not available
Moderate	3 Days	• Productivity continues, but in a significantly impaired fashion • Problem that affects productivity, but a workaround is available • Issue is time sensitive, but not causing immediate work-stoppage
Low	5 Days	• Problem that does not affect immediate productivity and/or a workaround is available • Problem is not time sensitive

Routine	Scheduled with Customer	- Customer requests for information - Scheduled tasks performed for customers - Issues that do not affect productivity in a significant way - Issues that require third party vendor involvement after initial problem is addressed

Urgent Requests

Customers may submit requests for all provided services, including urgent and non-urgent needs, from the Alma Portal in-app tool, via phone, or email. For a faster response, it is highly recommended that urgent requests be submitted via urgent@getalma.com which also kicks off an automated call service to notify Alma staff of the issue.

In-App Help Documentation & Tutorials

Users can access extensive in-app documentation and click-by-click guides from any screen within the platform. These are available to all users at no additional charge. Alma has been very purposeful in our approach and provide a balance of graphical screenshots with easy to understand explanations. Additionally, we have developed interactive walkthroughs for users who have learning preferences that are more in tune with an auditory or visual delivery medium. This approach enables all staff to access a portfolio of materials which are embedded into the Alma platform and deliver anytime-anywhere access to content. There are scenarios where staff need an introduction or a refresher to a key idea or concept and this just-in-time access to information is an attractive option. All users can start and stop at their discretion, revisit as needed, and ultimately access training that addresses the unique needs they would have in their school or classroom.

Customer Webinars

Webinars take place throughout the year and are free to join for all customers. The topics rotate and often correlate with processes that take place at that time of year.

Question & Answer Forums

On a weekly basis, Alma hosts question and answer sessions open to all customers. Questions are collected beforehand and during the discussion. Alma Customer Engagement and Product Specialists respond live. Afterwards each question and answer is documented and posted together in the in-app documentation.

User Groups

New Hampshire user group sessions began taking place at the start of the 19-20 school year and occur every other month. Alma developed these sessions in collaboration with our New Hampshire districts and SAUs. Sessions topics are published ahead of time and address specific roles or process-based needs like report card design, complex scheduling, and gradebook configuration. Upcoming state reporting submissions are also included in the agenda. These sessions are an opportunity to increase your knowledge of the Alma platform and provide feedback based on your experiences.

10.1   System Maintenance

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

10.2 System Support

The Contractor must perform remote or, if necessary in connection with the nature of the support ticket, on-site technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

10.3 Support Obligations

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

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

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

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

In furtherance of the foregoing, the State shall provide all such information as is requested by Contractor in connection with a maintenance Service call.

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

    i.   mean time between Reported Deficiencies with the Software;
    ii.   diagnosis of the root cause of the problem; and

iii.   identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the State shall be entitled to a reasonable credit amount, calculated as a reasonable estimation of the portion of the fees payable for the System functionality that is subject to the applicable Deficiency for the period of time during which the Deficiency remains unremediated. For clarity, a Deficiency identified by the State and reported to Contractor in connection with the Contractor's support obligations pursuant to this paragraph 10.3 shall not give the State any right to rescind its Acceptance of the applicable Deliverable or otherwise invoke the process contemplated in paragraph 4 of this Exhibit B.

10.4   Contract Warranties and Representations

10.4.1.   System

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

10.4.2.   Software

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

For any breach of the above Software or System warranties provided in paragraphs 10.4.1 and 10.4.2, as State's sole and exclusive remedy, the Contractor shall:

a. Provide, in a commercially reasonable manner, the correction of program errors that cause breach of the warranty; or

b. if Contractor cannot substantially correct a breach (other than a material deficiency) in a commercially reasonable manner, the State may receive a refund of the reasonable estimation of the portion of the fees payable for the Software or System functionality that is malfunctioning for the period of time during which such malfunction persists; OR

c. if Contractor cannot substantially correct a breach that is a material deficiency in a commercially reasonable manner, then the State may end its program license and recover any unused, prepaid technical support fees the State has paid for the program license.

10.4.3.   Compatibility
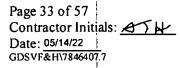
Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System at the time such components are provided by Contractor, in each case without loss of any functionality. For any breach of the foregoing warranty, as state's sole and exclusive remedy, contractor shall:

    a. substantially restore, in a commercially reasonable manner, system compatibility; or

    b. [1]if Contractor cannot substantially restore system compatibility (other than system incompatibility that results in a material deficiency) in a commercially reasonable manner, the State may receive a refund of the reasonable estimation of the portion of the fees payable for the Software or System functionality that is incompatible for the period of time during which such incompatibility persists; or

    c. if Contractor cannot substantially restore system compatibility, and such incompatibility is resulting in a material deficiency, then the State may end its program license and recover any unused, prepaid technical support fees the State has paid for the program license.

10.4.4. Services

Contractor warrants that all Services to be provided under this Agreement will be provided in a commercially reasonable timeframe in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract. For any breach of the foregoing warranty, the State's sole and exclusive remedy is for Contractor to re-perform the applicable Services at no additional cost to the State; provided, that, if contractor is unable to re-perform the applicable services in a manner that conforms to the foregoing warranty and such failure results in a material deficiency, then the State may end its program license and recover any unused, prepaid technical support fees the State has paid for the program license.

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[1] **Note to NH:** Re-performance of the Services seemed redundant here, so we have clarified that the options are for Alma to correct a defect or, if the defect cannot be cured in a commercially reasonable manner, the State can receive a refund.

10.4.5 DISCLAIMER

Except as expressly provided in this agreement and to the maximum extent permitted by applicable law, contractor makes no warranties of any kind, whether express, implied, statutory, or otherwise, and specifically disclaims all warranties of fitness for a particular purpose, merchantability, accuracy of informational content, systems integration, non-infringement, non-interference with enjoyment, or otherwise. Contractor does not warrant that the software or services will be error-free, virus-free, or uninterrupted. Contractor makes no warranty regarding any non-contractor application with which the software may interoperate. The limited warranties provided in this agreement are the sole and exclusive warranties provided to the state in connection with the subject matter of this agreement.

10.4.6 LIMITATIONS OF LIABILITY

Contractor's aggregate liability under this Agreement shall be limited to monetary damages not to exceed an amount equal to the product of (A) the contract price pursuant to Paragraph 5.2 *multiplied by* (B) two (2). The State agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the Contractor. Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages.

11. DATA PROTECTION

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

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

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

c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the

Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

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

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

11.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor may permit its personnel and sub-contractors to store State data on portable devices so long as (I) such storage is incidental to Contractor, its personnel or sub-contractors, as applicable, accessing State data through email and other applications accessed through portable devices and (II) such portable devices are not used as the sole repositories for any such State data. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

11.2 Security Incident Or Data Breach

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

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

b. Security Incident Reporting Requirements: the Contractor shall report a Security Incident to the State identified contact promptly if it reasonably believes a Security Incident has occurred.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within one business day or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

11.3   Breach Responsibilities

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

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

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

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

11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its security obligations under this Agreement, the Contractor shall bear the costs associated with:

a. the investigation and resolution of the Data Breach;
b. notifications to individuals, regulators or others required by State law;
c. a credit monitoring service required by State (or federal) law;
d. a website or a toll-free number and call center for affected individuals required by State law; and
e. complete all corrective actions as reasonably determined by the Contractor based on root cause, all subject to this Contract's limitation of liability.

Contractor shall have the right to select the service provider(s) that will provide the services contemplated in subsections (b), (c) and (d) above.

11.3.5 Contractor may collect and retain, during and after expiration or termination of this Agreement: (i) data that is automatically generated by the Software in connection with the State's use, configuration and deployment of the Software, including data regarding the performance and availability of the Software and (ii) State Data that has been anonymized in such a manner that it is not, alone or in combination with other data, reasonably identifiable to the State and is aggregated with the data of other customers

(such data described in (i) and (ii), collectively, "Usage Data"). Contractor may use and exploit Usage Data for any legal purpose. SOFTWARE AGREEMENT

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

12. ADMINISTRATIVE SERVICES

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

13. TRAINING

The Contractor shall provide the following Training Services:

Year 1

- 5 days on-site training for state level users
- 2 days of on-site training for district level State Portal users within each of the five regional group (10 days total)
- 2 days of on-site training for year 1 Alma SIS districts within each of the five regional group (10 days total)

Years 2-5

- 2 days of refresher and new staff on-site training for state level users
- 2 days of on-site training for district level State Portal users within each of the five regional group (10 days total)

In addition, each district will have the option to purchase customized online and/or in-person training sessions for $125/hour and $2000/day respectively.

Customized Training Plans

Alma works with each customer to develop a training plan that meets their unique needs. Alma trainers have backgrounds in education and deep understanding of best practices in knowledge transfer, in addition to real-world SIS experience. Alma recommends a combination of online and on-site training in the first year, supplemented by regular consultations with a dedicated Customer Success Manager and unlimited ongoing technical support. Due to these additional resources and the overall ease-of-use of the platform, Alma users generally find they require less training than is needed for legacy systems.

In-App Help Documentation & Tutorials

Users can access extensive in-app documentation and click-by-click guides from any screen within the platform. These are available to all users at no additional charge. Alma has been very purposeful in our approach and provide a balance of graphical screen-shots with easy to understand explanations. Additionally, Alma has developed interactive walkthroughs for users who have learning preferences that

are more in tune with an auditory or visual delivery medium. This approach enables all staff to access a portfolio of materials which are embedded into the Alma platform and deliver anytime-anywhere access to content. There are scenarios where staff need an introduction or a refresher to a key idea or concept and this just-in-time access to information is an attractive option. All users can start and stop at their discretion, revisit as needed, and ultimately access training that addresses the unique needs they would have in their school or classroom.

Customer Webinars

Webinars take place throughout the year and are free to join for all customers. The topics rotate and often correlate with processes that take place at that time of year.

Question & Answer Forums

On a weekly basis, Alma hosts question and answer sessions open to all customers. Questions are collected beforehand and during the discussion. Alma Customer Engagement and Product Specialists respond live. Afterwards each question and answer is documented and posted together in the in-app documentation.

User Groups

New Hampshire user group sessions began taking place at the start of the 22-23 school year and occur every other month. Alma developed these sessions in collaboration with our New Hampshire districts and SAUs. Sessions topics are published ahead of time and address specific roles or process-based needs like report card design, complex scheduling, and gradebook configuration. Upcoming state reporting submissions are also included in the agenda. These sessions are an opportunity to increase your knowledge of the Alma platform and provide feedback based on your experiences.

14. **MERCHANT CARD SERVICES**

    The Contractor shall provide the following Merchant Card Services:
    Not Applicable

15. **TERMS AND DEFINITIONS**

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

16. **CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.
Remainder of this page intentionally left blank

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. **CONTRACT PRICE**

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

2. **TRAVEL EXPENSES**

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

3. **SHIPPING FEES**

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

4. **INVOICING**

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

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

5. **INVOICE ADDRESS**

   Invoices may be sent electronically to:

   > Department of Education
   > Shireen Meskoob
   > Shireen.Meskoob@doe.nh.gov

Contractor Initials: _A̶S̶H̶_
Date: 05/14/22
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603-271-2831
101 Pleasant Street
Concord, NH 03301

6. **PAYMENT ADDRESS**

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

7. **OVERPAYMENTS TO THE CONTRACTOR**

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

8. **CREDITS**

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

9. **PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the Implementation costs set forth in this Exhibit C until successful conclusion of the Warranty Period.

10. **PAYMENT SCHEDULE**

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

1) Payment schedule: No pre-payments. Invoices should be submitted for services rendered. The payment schedule will be based on the completion of the high-level objectives/deliverables in the project timeline. When each deliverable is met a prorated payment can be made based on the estimated timeframe of that deliverable in the project timeline compared to total estimated project timeframe and Alma's proposed cost in the tables referenced here below.
   a.   Example if the total project were 100 days and a completed deliverable was estimated to take 10 days, then 10% of the proposed cost can be paid.

State-Level

<u>Implementation Costs</u>: Invoiced monthly based on completed deliverables.

<u>Ongoing and Hosting Costs</u>: For Year 1, due at time the agreement is signed. Year 1 runs from the time the agreement is signed until June 30, 2023 (and will therefore be slightly longer than 1 year). Year 2 fees are due July 1, 2023 and fees for subsequent years are likewise due on or before each July 1ˢᵗ.

<u>Training Costs</u>: Invoiced annually beginning July 1, 2022.

<u>District-Level</u>

<u>Implementation Costs</u>: Invoiced monthly as new districts sign up to implement the Alma SIS.

<u>Ongoing and Hosting Costs</u>: Invoiced directly to the LEA.

<u>Training Costs</u>: Invoiced monthly as new districts sign up to implement the Alma SIS.

STATE PRICING

Implementation Costs: The Implementation costs detailed below include all fees associated with the development and customization of the State Portal and associated workflows. All services and support provided during Implementation including, but not limited to consultations, documentation, discovery and design, and configuration of validation rules and workflows.

Ongoing & Hosting Costs: The ongoing and hosting costs include the licensing and maintenance of all applications outlined in the State's requirements and detailed in this response, as well as hosting and operational fees. Ongoing support and access to support resources are also included in license fees.

Training Costs: Training costs reflect Alma's recommended training at the state level, as well as state-funded district level training. Alma recommends the following:

Year 1

- 5 days on-site training for state level users
- 2 days of on-site training for district level State Portal users within each of the five regional group (10 days total)
- 2 days of on-site training for year 1 Alma SIS districts within each of the five regional group (10 days total)

Years 2-5

Page 41 of 57
Contractor Initials: _____
Date: 05/14/22
GDSVF&H\7846407.7

- 2 days of refresher and new staff on-site training for state level users
- 2 days of on-site training for district level State Portal users within each of the five regional group (10 days total)

We believe this approach will help encourage early adoption of the platform and ensure these all users are fully trained and confident in the solution from day one. Alma is also eager to help coordinate and/or present at regular data quality events, including but not limited to, monthly compliance reporting webinars and annual data conferences.

Other Applicable Fees: There are no other fees associated with the state level implementation.

Table D-1.1 (Mandatory)					
SIS Pricing: State Level	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Implemented Districts	197	-	-	-	-
Implemented Students	176,178	-	-	-	-
Ongoing Districts	197	197	197	197	197
Ongoing Students	176,178	176,178	176,178	176,178	176,178
Implementation Costs	$546,151.80	$0	$0	$0	$0
Ongoing & Hosting Costs	$396,400.50	$396,400.50	$297,300.38	$198,198.27	$148,648.70
Training Costs	$50,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00
Other Applicable fees	N/A	N/A	N/A	N/A	N/A
Total	$992,552.30	$420,400.50	$321,300.38	$222,198.27	$172,648.70

DISTRICT PRICING

Implementation Costs: Implementation fees for districts are $2.00/student and include consultations with a Customer Success Manager, access to Alma Navigator (implementation task management), and unlimited technical support.

Ongoing & Hosting Costs: Ongoing and hosting costs include license and maintenance fees for the Alma SIS ($9.00/student). Ongoing support is also included, as well as system updates. Alma is not requiring any minimum fees and will provide a basic version of the Alma SIS to districts with <500 students that do not currently have an SIS in place.

Training Costs: The training costs listed below reflect Alma's recommendation based on the implemented students total provided by the NH DOE. Each district will have the option to purchase customized online and/or in-person training sessions for $125/hour and $2000/day respectively.

Other Applicable Fees: Should a district require system customization above and beyond the standard offering or integration development services, additional fees may apply and will vary based on the project scope. That being said, Alma is intentionally designed to be self-serve and highly configurable by the end user. Turn-Key integrations are available for many of the common applications used by New Hampshire districts and Alma intends to expand that list of integration partners as new needs arise.

Table D-1.2 (Mandatory)					
SIS Pricing: District Level	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Implemented Districts	19	19	19	19	19
Implemented Students	17,600	17,600	17,600	17,600	17,600
Ongoing Districts	19	38	57	76	95
Ongoing Students	17,600	35,200	52,800	70,400	88,000
Implementation Costs	$35,200.00	$35,200.00	$35,200.00	$35,200.00	$35,200.00
Ongoing & Hosting Costs[2]	$9.00/student	$9.00/student	$9.00/student	$9.00/student	$9.00/student
Training Costs	--	$46,200.00	$46,200.00	$46,200.00	$46,200.00

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[2] **Note:** Amounts to be paid directly by districts and not the state.

Contractor Initials: _____
Date: 05/14/22
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Other Applicable fees	--	--	--	--	--
Total	$35,200.00	$81,400.00	$81,400.00	$81,400.00	$81,400.00

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Contractor Initials: _____
Date: 05/14/22
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EXHIBIT D – SOFTWARE AGREEMENT

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

1. **LICENSE GRANT**

   1.1 **SUBSCRIPTION -- Subscription -- Subject to the payment of all applicable license fees:**

   The contractor hereby grants to the State a non-transferable, non-sublicensable, non-exclusive license to use the Software and its associated Documentation during the applicable subscription term, subject to the terms of the Contract, including the restrictions set forth in paragraph 4 of this Exhibit D. The State may allow its agents and Contractors to access and use the Software solely in their capacity as agents and Contractors for the State and in furtherance of the State's use of the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein, including the restrictions set forth in paragraph 4 of this Exhibit D.

2. **SOFTWARE TITLE; CONFIDENTIALITY**

   As between Contractor and the State, all title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this Agreement, its associated Documentation, and all improvements, modifications and derivative works of the foregoing shall remain with the Contractor. For clarity, the Software and all Documentation constitutes Contractor's Confidential Information and shall be accessed and used in accordance with the confidentiality obligations set forth in the Contract.

3. **STATE DATA AND DOCUMENTATION**

   The State shall be entitled to retain copies of any reports or other output files generated through the State's use of the Software and copies of any data files that are uploaded by or on behalf of the State to the Software (collectively, the "Data Output"), and . Contractor shall not retain any such Data Output unless authorized by the State in writing or required pursuant to applicable laws, rules or regulations or retained in accordance with Contractor's document retention policies.

   Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and PDF format. The State shall, subject to the confidentiality and intellectual property ownership provisions set forth in this Contract, have the right to copy the Documentation within its possession for its internal business needs and solely in furtherance of its permitted use of the Software and Documentation. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. **RESTRICTIONS**

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

Page 45 of 57
Contractor Initials: ⌐ つ ⊬
Date: 05/14/22
GDSVF&H\7846407.7

a.	Remove or modify any program markings or any notice of the Contractor's proprietary rights;
b.	Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein;
c.	Cause or permit reverse engineering, disassembly or recompilation of the Software;
d.	Modify or create derivative works of the Software;
e.	Send or store viruses, spyware, ransomware, timebombs, Trojan horses or other harmful or malicious code or files to or in connection with the Software; or
f.	Send or store any content that infringes or misappropriates any third-party's intellectual property rights or violates any applicable law, rule or regulation.

5. VIRUSES

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

6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

Contractor warrants that it has good title to, or the right to allow the State to use the Software in accordance with the terms of this Contract, including any all component parts thereof such as third party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Software, as it exists as of the date of this Agreement, does not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights, in each case which exist as of the date of this Contract, or misappropriate a trade secret of any third-party.

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

d.	Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
e.	Gives the Contractor sole control of the defense and any settlement negotiations; and

f. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State and which are not applicable to Contractor. The State's right to indemnification pursuant to the preceding paragraph is the State's sole and exclusive remedy with respect to any claim alleging that the State's permitted use of the Software infringes or misappropriates a third-party's intellectual property rights.

If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain rights to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State or any other party acting on behalf of the state alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor 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 the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent. The Contractor will not indemnify the State to the extent that an infringement claim results from the State's continued use of Contracted Resources after Contractor has provided an updated, non-infringing version of such Contracted Resources available to the State.

8. CONTROL OF ALL COMPONENT ELEMENTS

Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party software, equipment, or services that are component parts of any Deliverable provided under this Agreement for the entire Term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

9. INSOLVENCY PROTECTION

Contractor shall at all times maintain a then-current copy of the source code to the Software and shall release such source code to the State on a confidential basis if the following conditions are met: (i) Contractor either (a) is the named debtor in any bankruptcy or insolvency proceeding that is not dismissed, stayed or vacated within one hundred twenty (120) days after filing or (b) terminates its ongoing business operations without a successor-in-interest, and (ii) no dispute, proceeding, or litigation between Contractor and the State has

occurred, nor is any such dispute, proceeding or litigation pending (a "Release Event"). Contractor hereby grants the State a non-exclusive, non-sublicensable, non-transferable right and license to use such source code but only as necessary to internally maintain and support the System for such period as is reasonably required for the State to transition to an alternative statewide student information system, but in no event longer than thirty-six (36) months from the date of the Release Event. Upon the expiration of the State's license to the source code, the State shall irretrievably delete all copies of the source code provided to it pursuant to this paragraph 9 and discontinue use of the Software. For clarity, in the event of a source code release pursuant to this paragraph 9, the restrictions set forth in paragraph 4 of this Exhibit D shall remain in effect with respect to restrictions on the State's use of the System. The State shall protect any released source code as the Confidential Information of Contractor. For avoidance of doubt, the foregoing license, if it becomes effective, is governed by § 365(n) of the U.S. Bankruptcy Code. In addition, Contractor shall, in the event of a Release Event, use commercially reasonable efforts to provide to the State all State Data in the form of a exported file that is a commonly recognized file format.

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Date: 05/14/22
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EXHIBIT E – ADMINISTRATIVE SERVICES

1. **DISPUTE RESOLUTION**

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
First	New Hampshire Customer Success Manager	SLDS Grant Manager	Five (5) Business Days
Second	Head of Services	DOE Division of Education Analytics & Resources Director	Ten (10) Business Days
Third	Head of Engineering	Department of Education Commissioner	Fifteen (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. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party. If the applicable dispute is not resolved within the allotted time for the third level of dispute resolution, then the Invoking Party may file formal proceedings with respect to the dispute.

2. **ACCESS AND COOPERATION**

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

3. **RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which accurately and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable (no less than thirty (30) days) 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. Such inspections, examinations, audits and copying may be conducted no more than once per year unless required to be conducted in connection with an inspection, examination or audit of the State. All information obtained by the State in connection with any such inspection, examination or audit shall be deemed the Contractor's Confidential Information subject to the obligations and restrictions contemplated in this Contract, including, subject to the mechanics set forth in Section 10.7 of P-37 General Provisions (as modified by Exhibit A), disclosure by the State as required pursuant to RSA Chapter 91-A. Access to these items shall be provided electronically or within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. **ACCOUNTING**

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

5. **AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may, upon at least thirty (30) days' prior written notice to Contractor, perform this audit or contract with a third party at its discretion and at the State's expense. Such audits may be conducted no more than once per year unless required to be conducted in connection with an audit of the State. All information obtained by the State in connection with any such audit shall be deemed the Contractor's Confidential Information subject to the obligations and restrictions contemplated in this Contract, including, subject to the mechanics set forth in Section 10.7 of P-37 General Provisions (as modified by Exhibit A), disclosure by the State as required pursuant to RSA Chapter 91-A. If the State contracts with a third party to conduct such audit, Contractor may require such third party to enter into a non-disclosure agreement containing

confidentiality and non-use obligations with respect to all information and materials uncovered by such third party in connection with such audit.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

6.1.1. Computer Use

a. Every Authorized User has the responsibility to use commercially reasonable efforts to protect Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

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

c. That at no time shall Contractor access or attempt to access any Information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access, in each case which have been identified to Contractor in writing by the State.

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

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

f. That computer use shall follow the State standard policy, which shall be provided by the State prior to Contractor using or accessing Information.

1. Email Use

Email and other electronic communication messaging systems provided by the State for use by Contractor and its personnel are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email

shall follow State standard policy, which shall be provided by the State prior to Contractor having access to State email.

6.1.2. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (local time based on where such personnel reside), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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Contractor Initials: _____
Date: 05/14/22
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EXHIBIT F – TERMS AND DEFINITIONS

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

TERM		DEFINITION
Acceptance		Notice from the State that a Deliverable has satisfied Acceptance Test or Review or deemed acceptance by the State as contemplated in paragraph 4 of Exhibit B.
Agreement or Contract		this agreement entered into by and between the State and Contractor, including all exhibits and attachments hereto.
Data Breach		Data Breach means any situation where persons other than authorized users and for an other than authorized purpose have access, or were likely to have had access (as determined by Contractor), to personally identifiable information, whether physical or electronic and which is maintained on the System. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Security Incident		"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.
	Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information provided or made available by Contractor that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Implementation	The process for making the System fully Operational for processing the Data.

Material Deficiency	Any Deficiency that renders all essential functions of the Software unusable in any material manner and for which a user-implemented workaround is not available to avoid the error.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Proposal	The submission from a Vendor in response to a request for a proposal issued by the State.
Software	The computer programs and applications provided by the Contractor under the Contract as a Hosted Service, including all Enhancements thereto which are provided pursuant to this Contract.
Software License	Licenses provided to the State under this Contract.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP (as supplemented by the Proposal), the Contract, applicable laws and regulations, and, to the extent identified by the State and incorporated into the Contract, any performance standards, applicable State and federal policies, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. For clarity, State Data excludes Usage Data (as defined in paragraph 11 to Exhibit B).
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Warranty	The express warranties contained in this Agreement.
Warranty Period	With respect to a particular Deliverable, a period of one hundred eighty (180) days following Acceptance of such Deliverable.

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Contractor Initials: _AJH_
Date: 05/14/22
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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **ATTACHMENTS**
   a. Business and Technical Requirements – Attachment 1
   b. Agency Compliance Documents – Attachment 2
   c. Project Work Plan – Attachment 3
   d. Business and Technical Requirements Matrix – Attachment 4

2. **CONTRACTOR CERTIFICATES**
   a. Contractor's Certificate of Good Standing
   b. Contractor's Certificate of Vote/Authority
   c. Contractor's Certificate of Insurance

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Topic 5 - State Level Business Requirements

This section contains Alma's responses to the state level business requirements in a question and answer format, describing the degree to which Alma's system meets and exceeds these requirements. Additional information is found in *Attachment B: Alma Product Literature*, *Attachment C: Appendix B Business/Technical Requirements Matrix*, and *Attachment F: Project Plan Gantt Chart*. Page numbers are noted alongside each response.

Requirement

1. Minimum Data Collected

   a. At a minimum provide data collection and management for the items currently in:

   i.   NH's data dictionary (https://my.doe.nh.gov/DataDictionary/Default.aspx)

   ii.   School Submissions Data Collections (i4See) and Collected Program Area Data Elements as well as the Data Use & Student Privacy document at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/student-privacy.pdf.

Response

Alma is preconfigured to capture all data outlined in this requirement and can easily be extended to capture new and changing data needs. This data is transformed into the standardized Ed-FI, CEDS compliant model and certified before it is made available to the State in the Alma-Hosted Ed-FI ODS.

See page 2 of Attachment B: Alma Product Literature for detailed information.

Requirement

2. CEDS Integration

   a. Common Education Data Standards (CEDS) data alignments and compliance.
   b. Uses standard School Courses for the Exchange of Data (SCED) codes
   c. Offers a complete CEDS data store deployment to run the Generate Tool on, including moving the data to CEDS ODS, and extraction of the Edfacts reports
   d. ETL or replication by vendor of Statewide SIS data to CEDS

Response

Alma's State solution includes a proprietary data transformation process that takes place as Alma SIS data is refreshed in the State's Ed-FI ODS. After submission data is certified, it is transformed and made available to the State in the operational data store.

See page 2 of Attachment B: Product Literature for detailed information.

Alma SIS

Requirement

3. Vendor Integration

     a. The Statewide Student Information System (State level) must seamlessly integrate (real time) with the vendor's district version of the software.
     b. The Statewide Student Information System (State level) has to be able to accept data uploads (ability to automate daily preferred) from all Student Information Systems (SIS) deployed individually at all the NH school districts

⬡ Response

The Alma-SIS to Alma-Hosted Ed-Fi ODS data transformation and synchronization takes place hourly, providing real-time data updates at the state level. Non-Alma-SiS districts will use Alma's intuitive and sophisticated Importer for data submission. This data follows the same transformation and synchronization process as Alma SIS data. After initial releases, Alma will then provide API options for other vendors that wish to automate the submission process.

See page 4 of Attachment B: Alma Product Literature for detailed information.

See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.

Requirement

4. Offer an alternative SIS solution to NH districts without an SIS

     a. For those smaller school districts (e.g. 500 students or less) without an SIS to manage school and district data, provide a district level SIS for free. Enrollments by district located at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/2020/district_fal l19-20.xlsx.

⬡ Response

Alma will provide a basic version of the SIS with directory and attendance management functions for districts with less than 500 students that do not currently have an SIS in place.

See page 2 of Attachment B: Alma Product Literature for detailed information.

Requirement

5. Reduced Pricing

a. Offer reduced pricing to larger districts (e.g. over 500 students) who are on the district version of the vendor's SIS. Enrollments by district located at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/2020/district_fall19-20.x lsx.

Alma SIS

🔷 Response

Alma developed a pricing structure that makes the solution affordable for district's of all sizes.

See page 86 of this document for additional information.

Requirement

6. School and District real-time data collections and notifications for districts using the state preferred vendor.

    a. Real-time updates to the state system as the districts enter the data in their SIS.
    b As student records overlap multiple districts, all districts concerned would be notified or alerted to the change.
    c. Provide 3 deployments for the purpose of PRODUCTION, TESTING and TRAINING.

🔷 Response

The synchronization workflow between the Alma SIS and State solution refreshes in real time, providing the latest updates at the state and district level. Cross-district data checks take place in the State Portal and are customized to meet the State's needs. This workflow includes alerting the appropriate district level staff.

Prior to the launch of the solution components, NH DOE can access a UAT environment to validate the feature sets and data. Once the system is released, the UAT plan for a feature that impacts NH DOE is defined based on the scope of the feature improvements. Alma's general approach is to build in feature flag controls to expose new State Portal features to districts after NH DOE has completed user acceptance testing and training. Sandboxes are available for user acceptance testing and training features prior to turning features 'on' for districts.

See page 4 of Attachment B: Alma Product Literature for detailed information.

See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.

Requirement

7. Student Identity Management Interface

    a. Provide duplicate record algorithm for student name matching to verify no duplicate student profiles.
    b. Name matching with weighted match rates and duplicate reconciliation
    c. Student search capability using multiple fields

Alma SIS

Response

Within Alma's State Portal schools request the required SASID and the State verifies the ID for new students. Cross-district checks are performed automatically and match score information is made available to the state for communication to districts. Alma will work with the State to develop this workflow and automate as many steps as possible.

See page 8 of Attachment B: Alma Product Literature for detailed information.

See rows 64-66 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.

Requirement

8. Customizable Daily Membership and Adequacy Aid

    a. Provide customizable daily membership and adequacy aid.

Response

Alma will incorporate the Daily Membership and Adequacy Aid calculations into the submission and validation workflows as directed by the State.

See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.

Requirement

9. School and District Common Interface

    a. Provide an interface to manage all educational institutions managed by the DOE as the backbone of all district uploads and reports.
    b. Be easily reconfigured to reflect area, district and school configuration changes, which may include closing, opening, renaming, and/or changing the grading structure of schools that supports the preservation of historical information
    c. Manage a hierarchical structure for schools starting with the School Administrative unit all the way to the location and building numbers.

Response

Alma's flexible hierarchical structure supports custom configurations with corresponding permissions in order to accurately reflect the organizational structure within an SAU and district. All submission and data verification workflow activities will take place within the Alma SIS interface. The platform settings are highly customizable and edits to grading policies, schedules, and calendars can be made at any time without impacting historical records.

Alma SIS

See page 7 of Attachment B: Alma Product Literature for detailed information.

See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.

Requirement

10. Data Validation Portal

Provide a reporting platform showing:

    a. Anomalies for each district and school
    b Task-list for each district or school of items to correct.
    c. Provide the ability to certify the data by multiple levels of the school districts.
    d. Be able to configure custom validation rules and adjust them as needed.
    e. Provide an event-driven warning system using data thresholds and longitudinal comparisons across school years.
    f. Interface to update business rules and validation checks on the data.

Response

Alma has invested heavily in building a guided experience for even non-technical users, so that everyone can effectively submit validated data to the state. Within Alma's SIS ecosystem is a proprietary workflow engine to support source specific data validation and transformation rules that are integrated with the SIS UI/UX. Thus the non technical SIS user experiences a simple guided experience to build, review and fix data validation rules that are hyper focused to the data target. Alma's state reporting team sets up the business rules based on the end target - state submissions, third party integrations, etc.

See pages 4-5, 10, and 13-14 of Attachment B: Alma Product Literature for detailed information.

See rows 41-51 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.

Requirement

11. Data Reporting Portal

    a. Provide a new flexible Reporting platform based on federal and state reporting requirements.
    b. Migrate existing state and federal reports from SSRS to new platform.
    c. Compliance with HIPAA and FERPA as well as the NH DOE suppression rules.
    d. Provide feedback reports to schools and districts that can be customized to meet the needs of a SAU/District/School.
    e. Data Certification Reports to ensure sign-offs on the data by the schools and districts.
    g. Support the ability to run ad-hoc reports, simple lists or multi-year studies with the ability to save those reports.

Alma SIS

h. Be able to aggregate datasets according to well-defined and documented business rules.
i. State and district data readiness indicators.
j. Snapshot mechanism for annual reporting
k. Anything that would cut down on the amount of anomalies to correct would be very helpful (e.g. student moves between districts)

Response

Alma's solution meets and exceeds each of the above requirements. The Alma-Hosted Ed-Fi ODS provides the state with CEDs compliant data and the required reporting functionality. Schools and districts will access the State Portal via their Alma instance where each LEA can review feedback reports and verify data.

See pages 2, 4, and 6-14 of Attachment B: Alma Product Literature for detailed information.

See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.

Requirement

12. Customizable District and School Homepages

a. Provide the ability to communicate information back to the districts.
b. Custom dashboards and/or email alerts for newsletters and bulletins and a task list from the department to all school districts based on roles assigned.
c. Data Review Indicators and approvals
d. Allow districts to customize forms, workflows, data collected, etc...

Response

Alma's solution meets and exceeds each of the above requirements. Both Alma and Non-Alma-SIS districts will access via the State Portal views in their Alma instance. The State will communicate back to the SAU's, districts, and schools via this interface which will be customized to meet the State's needs.

See pages 2 and 7-12 of Attachment B: Alma Product Literature for detailed information.

Requirement

13. Migration capabilities for existing data

a. Provide and create all ETL operations needed for data extraction and importing.
b. Ensure a smooth transition from the legacy systems to the new SIS by providing easy to use data migration tools.

Alma SIS

🏵 Response

Alma's solution meets and exceeds each of the above requirements. Migration of district data to the Alma SIS is completed via Alma's robust and sophisticated Importer which validates data, supports in-process troubleshooting, and presents clear error messaging.

Historical data at the state level is expected to require modifications to the standard Ed-Fi data structure. New tables will be designed based on the results of a collaborative data analysis process in order to support the migration of historical data.

See page 6 and 11-12 of Attachment B: Alma Product Literature for detailed information.

Requirement

14. Data Dictionary with Data Governance capabilities

    a. Provide a public interface for a data dictionary of all elements provided
    b. Provide a data governance interface for data stewards to manage the data elements they govern.
    c. Provide the ability to select, search, filter, and sort on all fields related to a data element, list or table view.

🏵 Response

Alma's solution meets and exceeds each of the above requirements. The data dictionary is housed in the State Portal and accessible to Alma and Non-Alma-SIS districts within their respective Alma portals.

See page 9 of Attachment B: Alma Product Literature for detailed information.

Requirement

15. Process Automation of data extraction to other DOE systems

    a. Provide an automatic mechanism for exporting information to ancillary systems

🏵 Response

At the State level, ad-hoc and scheduled data extracts and file transfers will be generated from the Alma-Hosted Ed-Fi ODS.

See pages 2 and 6-9 of Attachment B: Alma Product Literature for detailed information.

Requirement

16. Provide a single-sign on solution

Alma SIS

a. Support the ability to configure role appropriate level security parameters.
b. Support the ability to assign multiple roles to multiple individuals in multiple contexts (schools).
c. The tool has to allow for data integration of data sets from third party assessment vendors and other ancillary program data within and outside the NH DOE.

🔷 Response

All users at the State, SAU, district, and school level will use a single set of credentials to access the system. Visibility is managed via roles and permissions and can reflect the unique hierarchical structure of the State and LEAs.

See pages 7-9 of Attachment B: Alma Product Literature for detailed information.

· Requirement

17. Provide as close to a total solution as possible for NH DOE, including fully integrated education modules and integrating with other vendors (e.g. Canvas, Branching Minds, etc...).

a. Finance
(https://www.education.nh.gov/who-we-are/division-of-educator-and-analytic-resources/bureau-of-education-statistics/financial-report) - State Level
b. Special Education - District Level
c. Food and Nutrition - District Level
d. Adult Education - District Level
e. 21st Century - At the state level
f. ESOL - At the state level
g. Career & Tech Education - At the state level

🔷 Response

The Alma database can be extended as needed in order to import and validate finance, nutrition, 21st Century, and other data sets.

See page 11 of Attachment B: Alma Product Literature for detailed information.

Alma also provides robust integration options for connecting to third party applications as needed. Integrations with Canvas LMS, Google Classroom, and almost 100 other applications are available "out of the box".

See pages 4, 27, 37-38 of Attachment B: Alma Product Literature for detailed information, as well as page 21-22 of this document.

Requirement

18. History of data converted

Alma SIS

a. The last 10 years of historical data in NH Department of Education's data warehouse that is required for CEDS will be put into the vendor's operational data store/CEDS database. Each district choosing to convert their SIS to the state chosen vendor will work with the vendor to determine their own historical data needs.

🛡 Response

Alma will work with the NH DOE to migrate ten years of data into the CEDs compliant, Alma-Hosted Ed-Fi ODS. Alma will design and implement new tables based on the results of a collaborative data analysis process in order to support the migration of historical data.

See pages 6-7 of Attachment B: Alma Product Literature for detailed information.

Requirement

19. Provide Training

a. Provide support, training and consulting services.
b. Support maximum knowledge transfer to allow the State to conduct its own training in the future.
c. Each district choosing to convert their SIS to the state chosen vendor will work with the vendor to determine their own training needs for the district version.

🛡 Response

Alma provides it's award-winning support directly to all State, SAU, district and school staff members. This open, in-application support model results in shorter wait times, less frustration, and eliminates tech support telephone tag between Alma, DOE technical support, and the end user. Every customer has a dedicated Customer Success Manager and a customized training plan designed to meet their unique needs.

See pages 41 of Attachment B: Alma Product Literature for detailed information, as well as page 53 and 84-86 of this document.

Alma is recommending state-funded training sessions for district level State Portal users and early-adopter districts. This will encourage faster system adoption and ensure everyone involved is confident in their understanding of the submission process once it is live.

See pages 8-86 of this document for detailed information.

Requirement

20. Ed-FI Compliant

a. State and district versions of the SIS must be ED_FI compliant.

Alma SIS

🜲 Response

All data reported to the State are Ed-Fi compliant.

See pages 6-9 of Attachment B: Alma Product Literature for detailed information.

Requirement

21. Vendor Hosted

    a. State and district versions of the SIS must be vendor hosted.
    b. Hosting from the cloud preferred.
    c. Ideally, each district should have their own separate database in the cloud. If not separated by permissions.

🜲 Response

State and district versions of Alma are vendor hosted and in the cloud. With Alma hosted on Amazon Web Services (AWS), you have the peace of mind knowing that our solution resides in the most secure, reliable, and resilient environments available. Each database is unique and separate from all other client databases.

See page 4 of Attachment B: Alma Product Literature for detailed information, as well as pages 51-52 of this document.

Requirement

22. Privacy

 a. The system must comply with both FERPA standards and New Hampshire Privacy Regulation HB1612.
    i. The Family Educational Rights and Privacy Act
    (https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html)
    ii. New Hampshire Privacy Regulation HB1612
    (https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/minimum-standards-privacy.pdf)

🜲 Response

Alma complies with both FERPA and New Hampshire HB1612.

See page 4 of Attachment B: Alma Product Literature for detailed information.

Requirement

23. The Americans with Disabilities Act

Alma SIS

a. Meet The Americans with Disabilities Act" or ADA 508
(https://www.justice.gov/crt/pl-105-220-1998-hr-1385-pl-105-220-enacted-august-7-1998-112-stat
-936-codified-section-504).

Response

All Alma applications comply with The Americans with Disabilities Act, with the exception of three screens/tools which involve large data tables that cannot be made compliant and are used by usually only one or two end users per school and/or district. .

See page 4 of Attachment B: Alma Product Literature for detailed information.

Requirement

24. Offer flexible district and school calendars

a. Manage multiple district and/or school calendars per year maintaining planning, current, and historical calendars.
b. Allow the schools to set up their school calendar showing holidays and days of instruction.
c. The calendar should allow for half-day use, full day use, as well as hours of instruction. A competency-based calendar would be a plus.
d. Allow for management of calendar based on unexpected temporary school closures.
e. Have the capability to handle virtual schools attendance and calendars as well as competency based education data.

Response

Alma's solution meets and exceeds each of the above requirements.. Alma's robust calendar and scheduling features support multiple years, mid-year adjustments, holidays and other events, and link to attendance taking tools in order to instantly reflect unexpected closures.

Attendance tools are configured to track half day, full day, and hours-based attendance policies. In a virtual setting, families can log attendance and engagement information from home.

Alma's best-in-class competency-based learning tools include a classroom calendar, curriculum tracking with competency alignment, and competency-based gradebook.

See pages 11, 16, and 20 of Attachment B: Alma Product Literature for detailed information.

Requirement

25. School Annual Data

Most of these data are populated via the Common Database (master data management system) or ESS (survey system), not entered by the district, but they are used for validation of submitted data. Some of this data can be edited by the district within the i4see application (student level data

Alma SIS

collection system) as well (e.g., Full Time Kindergarten flag; Principal info).

   a. Calendar Type (Days or Hours)
   b. Min Grade
   c. Max Grade
   d. Title I Code (School wide, Targeted, Not Title I)
   e. Preschool flag
   f. Readiness flag
   g. FT Kindergarten flag
   h. Principal name
   i. Principal email

⬡ Response

Alma's solution meets and exceeds each of the above requirements. School annual data are visible for State review. Districts and schools (Alma SIS and non Alma SIS) set up data via their State Portal view. Data ownership remains with the district or school.

See pages 2 and 9-10 of Attachment B: Alma Product Literature for detailed information.

Requirement

26. School Annual Calendar

Some of this data is pre-populated, but most of it is editable by the district within the i4see application (student level data collection system).

   a. ADM Calculations by Grade Range (auto-calculated based on the calendar type and dates/hours entered).
   b. School Start Date
   c. School End date
   d. Last Day for Seniors
   e. Grade Ranges: Kindergarten; 1-6; 7-12
   f. Daily Hours (for those on an hourly calendar) with the ability to add multiple hour ranges as hours change throughout the year.

⬡ Response

School annual calendar is visible for State review. Districts and schools (Alma SIS and non Alma SIS) set up data via their State Portal view. Data ownership remains with the district or school.

See page 9 of Attachment B: Alma Product Literature for detailed information.

Requirement

27. Calendar of Events

Alma SIS

a. Event Type
b. Event Date
c. School Closed (Y/N)
d. Hours of Instruction per grade range (K/1-6/7-12) for those districts on an hourly calendar
e. Comments field

Response

Calendar of events is visible for State review. Districts and schools (Alma SIS and non Alma SIS) set up data via their State Portal view. Data ownership remains with the district or school.

See pages 11, 16, and 20 of Attachment B: Alma Product Literature for detailed information.

Requirement

28. Other items

a. Submission Status calendar
b. DLM registration
c. Reports – Need the ability to integrate SSRS-style reports into the new SIS application, including reports that pull data from other systems (e.g., students on an IEP)
d. Real Time ESOL Roster

Response

Alma's solution meets and exceeds each of the above requirements. Districts access information regarding submission status and DLM registration via their view of the State Portal. Robust reporting tools are available to Alma SIS users and can include any/all data stored in the system.

ESOL data is refreshed hourly at the State level.

See page 10 of Attachment B: Alma Product Literature for detailed information.

Topic 6 - District Level Business Requirements

This section contains Alma's responses to the district level business requirements in a question and answer format, describing the degree to which Alma's system meets and exceeds these requirements. Additional information is found in **Attachment B: Alma Product Literature** **Attachment C: Appendix B Business/Technical Requirements Matrix**. Page numbers are noted alongside each response.

Requirement
1. Activities and Payments

Response

Alma's Activities tool captures critical details for activities and events that fall outside the school schedule, such as student rostering and participation information. Internal flexibility allows staff members to supervise multiple activities on a given date and at a given time.

Alma offers robust fee tracking where schools collect payments through the parent portal. Fees associated with activities may include graduation fees, interscholastic participation fees, and co curricular fees.

See pages 16-17 of Attachment B: Alma Product Literature for detailed information.

Requirement
2. Adult Education

Response

The goal of adult education programs is to provide a variety of educational opportunities supporting adult individuals as they reach academic or career goals. Alma's mission to help create the greatest generation of students extend to the adult learning community as well. Tools within Alma support individualized learning experiences by supporting progressive educational practices well beyond the K-12 experience.

Alma tools effectively support the requirements of an adult educational program by conducting adult education programs, capturing all the critical information around flexible scheduling, and addressing the needs of the educational model. Alma will provide a unique school instance for each Adult Education School to successfully support the day to day operations of this critical program.

See page 11 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

3. After School Programs

🔷 Response

Alma's versatile Activities feature organizes and streamlines the process for schools to track, tag, roster, and capture student participation in their favorite after school programs.

Requirement

4. Attendance

🔷 Response

Alma's nimble attendance management system provides schools with flexible tools to capture and report out using code-based only, code and time-based options, and leverage half-day status. Configurable code and corresponding permissions offer the flexibility to capture multiple attendance options.

Attendance administrators can update attendance records from the student profile, classroom roster, and school-wide attendance manager. Attendance updates in real-time throughout the platform, so school staff is always on the same page. With the "Mark All Present" link located on the educator dashboard, attendance is captured quickly. Within a class, educators have the option to record attendance from a list or seating chart view.

Visualizations on the student record and parent portal provide granular insight without running a report.

See pages 18-19 of Attachment B: Alma Product Literature for detailed information.

Requirement

5. Calendar

🔷 Response

Capturing critical school milestone dates is easy to do with Alma's calendar tool. School year, term dates, and special events like picture day and sporting events are vividly displayed and easily entered right from the calendar screen. The academic calendar connects directly to attendance to eliminate attendance taking on a non-school day.

See pages 16 and 20 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

6. Class Assignments

🔷 Response

Alma's flexibility allows educators to create and differentiate assignments for their students quickly. Educators can add helpful resource links and determine if the assignment will be turned in online directly to their gradebooks. Supporting the concept of one input of data, Alma allows educators to copy from and copy to different classes, terms, and previous school years. Educators that prefer creating assignments in the LMS can do so through Alma's streamlined integration with Google Classroom and Canvas, syncing LMS assignment details back into the Alma platform with the click of a button.

See pages 24-25 and 28-29 of Attachment B: Alma Product Literature for detailed information.

Requirement

7. Classes

🔷 Response

The class list gives administrators complete oversight of all classes taking place in Alma. Predictive search features help identify and narrow down class list choices. Administrators can both quickly find the class they are looking for and drill into to see finer details. Classes can be quickly bulk imported using Alma's importer tool or manually added. Alma provides the flexibility to add single subject classes at the middle and high school levels or multi-subject, homeroom style classes at the elementary level.

See pages 20-22 and 24-27 of Attachment B: Alma Product Literature for detailed information.

Requirement

8. Classroom Announcements/Bulletin Board

🔷 Response

Alma is a school's point of reference for educators-home communications. Each Alma class comes with its own central hub for communication Educators can optionally post their announcement to the class bulletin board when sending an email to their class(es). Evergreen resources such as class syllabi, grading policies, or educational resources can be "pinned" to the top of a class bulletin for easy student access.

See pages 28-29 and 34 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

9. Courses

⬡ Response

Alma's course catalogue provides a comprehensive list of all course details in a clear and manageable format. From one screen schools personnel can add a new course and capture critical details such as course subject and name, course code, grade level, class credit, GPA, and transcript inclusion. Bulk import of new courses and details can be accomplished using Alma's Import tool.

Alma streamlines the course request process using request forms linked directly to a school's course list. Schools can configure as many request forms as needed; Alma's course request approval workflow makes the approval process for school guidance counselors simple and easy. Educator's recommendations are easily captured right from their teacher portal.

See pages 21-22 and 32 of Attachment B: Alma Product Literature for detailed information.

Requirement

10. CTE Data

⬡ Response

Capturing CTE data can be accomplished in a variety of ways. With Alma's flexible transcript options, schools can easily add a student's final grade directly to the transcript or create a class, capture the mastery level in the gradebook, and translate that information out to the student's report card and transcript. Due to the extensibility of our database, custom fields and extended attributes can be added to any database object in order to collect valuable Career and Technical Educational data.

See page 11 of Attachment B: Alma Product Literature for detailed information.

Requirement

11. Customization

⬡ Response

Backed by modern future-proof technology architecture, one of Alma's many strengths is in schools' and districts' ability to easily configure the platform to meet their unique needs. Flexible school settings offer a myriad of possibilities and solutions for schools and districts while providing complete control over roles and permissions, attendance capture, grading practices, scheduling, transcripts, report cards, and so much more. Alma customers appreciate the ability to customize their instance of Alma first hand.

See page 33 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

See pages 30-31 of Attachment B: Alma Product Literature for detailed information.

Requirement
12. Directory

⬡ Response

Alma's nimble platform provides multiple ways to search the directory; users can search by first or last name, preferred name, and ID numbers. Leveraging predictive search functionality, users can quickly search the directory to locate information about students, parents, staff, and households. With little effort or training, school personnel can add a new student, staff, or household record. Once the student account is created, the parent is associated, generating a parent account. Households work like a family tree, connecting all members of a home.

Located in the directory, Alma designs holistic student profiles so administrators, educators, and parents can view student information side-by-side, gaining insight into their performance, enrollment, and more. The student profile displays all the necessary home and school information capturing details to include those overlooked items like student locker numbers, meal status, and bus numbers.

See pages 15-16 of Attachment B: Alma Product Literature for detailed information.

Requirement
13. Early Childhood Program

⬡ Response

Similar to adult education programs, early childhood programs can operate under their own Alma school, taking advantage of all the core SIS tools supporting program operations. Alma Start online registration tool saves time and streamlines processes when enrolling new students.

Requirement
14. File Cabinet

⬡ Response

Schools and districts leverage virtual storage solutions to cut down on paper and streamline workflow. Alma's student file cabinet serves multiple purposes, storing student portfolios and work staples and requesting submissions from parents. Within the Alma settings, office staff can create submission types such as a residency affidavit or birth certificate. When a submission is requested, the parent receives a notification in their portal to upload the requested documents or drop off the documents into the office.

Alma SIS

See page 16 of Attachment B: Alma Product Literature for detailed information.

Requirement
15. GED Data

Response

Alma's ability to add custom fields and extended attributes allows schools and districts to capture GED data alongside other student information and on the transcript.

Requirement
16. Grades/Report Cards

Response

Alma's grades and report card facilitates conversations related to student achievement and mastery levels of learning targets. Alma's flexible platform provides schools with the ability to communicate letter grades, numbers and percents, pass/fail options, and customized rubric labels. Schools that need multiple report cards for different grade levels can have as many report cards as they'd like.

Alma's components-based template design editor provides complete design control and decreases the amount of time it takes to produce a report card. At the end of a grading term when it's time to "finalize grades" Alma's report card queue helps to keep educators organized as the report card process evolves. Distributing reports can be done in several ways; schools have the option to email, publish to the portals, and download for printing.

See pages 24-29, 30-31, and 35-36 of Attachment B: Alma Product Literature for detailed information.

Requirement
17. Graduation

Response

With Alma's graduation tracking, teachers, advisors, and families visualize exactly what students need to complete and how to support them. Personalizing graduation plans for every student helps save manual data entry hours, eliminates transcript errors, and increases student engagement through empowerment and choice while supporting transparency. Guidance counselors and academic advisors can engage in conversations with their students about their future aspirations and ensure that the academic program aligns with those goals. Real-time adjustments can be made when needed, and staff can create and run reports to identify groups of students who have not yet met specific requirements.

See pages 32-33 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

18. Incident Tracking

Response

Staying true to the concept of streamlining information gathering, Alma's built-in incident report system allows staff to capture details quickly when an incident occurs. From one incident submission, staff can save valuable time by linking all parties involved, including initiators, those affected, and observers.

Administrators and staff with the appropriate permissions can quickly search for an incident by title, participant, referrer, location, tags, severity, and date. Administrators can view a student's list of incidents from the student overview page or gain a school-wide view of infractions from the Incident tab. When a staff member logs a new report, an email notification is sent to alert the administrative team.

See pages 12 and 23 of Attachment B: Alma Product Literature for detailed information.

Requirement

19. Incidents Of Prohibitive Behavior

Response

Understanding New Hampshire schools encounter various behavior infractions, Alma's incident report form captures both minor and major incidents. Schools can leverage the appropriate tag to classify a specific incident and alter the appropriate staff members when an incident is logged. In the Reports Library, the administrative team has the option to export incident records – location, incident name, severity, and type – that have been reported across a chosen school year. Incident tracking is preconfigured to track both state and federally reported data.

See pages 12 and 23 of Attachment B: Alma Product Literature for detailed information.

Requirement

20. Library

Response

New Hampshire school districts operate in a complex web of technologies, with specific school positions accessing software supporting their day-to-day tasks. Leveraging modern integration protocols, Alma supports libraries and librarians with flexible options to use their choice software. Alma data is passed nightly or in real-time using APIs, so third-party services essential to day-to-day school operations are up to date and in sync with Alma's information.

Alma SIS

See pages 37-38 of Attachment B: Alma Product Literature for detailed information, as well as page 21-22 of this document.

Requirement

21. LMS Integration - Google Classroom and Canvas

🔷 Response

New Hampshire educators and students rely on learning management systems to support and deliver instructional interactions. In schools across the state, educators leverage Google Classroom and Canvas to support flexible instructional delivery models. Alma's integration with Google Classroom and Canvas allows teachers to continue working in their LMS of choice while eliminating dual entry of information into Alma. Educators create and assess student work in Google Classroom or Canvas, and with a click of the resync button, Alma pulls all aspects of the assignment back into the SIS. It's a timesaving win for teachers – one entry of information streamlined back to Alma! With minimal effort, Google Classroom and Canvas workspaces are bulk provisioned through Alma.

See pages 27 and 37-38 of Attachment B: Alma Product Literature for detailed information.

Requirement

22. Local Assessment

🔷 Response

Alma is the source of truth when it comes to data, it is the central hub to capture and display assessment data for students. To provide a holistic profile of student learning, local assessment data such as iReady and NWEA can easily be added to custom tables in Alma using the Importer tool. Educators can add class benchmark testing scores to their Alma gradebooks and not have the score factor into a final grade for the class.

See pages 28-29 of Attachment B: Alma Product Literature for detailed information.

Requirement

23. Lockers

🔷 Response

The biographical section of a student profile easily captures home and school information associated with a student. Alma capitalizes on the MongoDB database's advantages to capture the most discrete pieces of information to include student locker numbers. Adding locker numbers can be accomplished two ways, in bulk via Alma's Spreadsheet Data Editor, or individually through the student profile.

See page 15 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

24. Lunch and Payments

⬡ Response

Supported by Alma's platform, successful interoperability allows schools to use specialized programs to support the unique functionality for different programs. School lunch programs like Nutikids and MealTime fulfill a unique niche in the day-to-day operations of a school. Alma has successful integrations with lunch programs providing nightly syncs ensuring secure data sharing while eliminating redundant data management.

See pages 37-38 and 40 of Attachment B: Alma Product Literature for detailed information.

Requirement

25. Medical and Health Data/Immunizations

⬡ Response

Alma's medical tab displays medical alerts, other pertinent medical information, and immunization data. Flexible school settings allows schools the ability to determine which immunizations to track and which status information can be entered. All state immunization requirements are enabled.

Critical medical alerts are flagged and displayed on the student profile and in an educator's class roster. Alma effectively integrates with third-party medical applications supporting a continual flow of data from Alma out.

See pages 15 and 37-38 of Attachment B: Alma Product Literature for detailed information.

Requirement

26. Mobile Access

⬡ Response

AlmaNow empowers students and parents with the same seamless, information-rich, and user-friendly experience on their mobile devices as they get with Alma on their desktops. AlmaNow is the only mobile SIS solution that provides students and parents with a comprehensive, live snapshot of learning activities and progress anytime, anywhere.

Additionally, all Alma tools are web-based with responsive design and therefore accessible on end users phones.

See page 36 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

27. Notifications

⬡ Response

Effective communication between school and home fosters trust and builds strong community relationships. Alma offers multiple ways to electronically reach out to the school community. Alma makes it easy to compose emails to individuals, groups, and the whole school community right within the platform and without having to upkeep an Alma email inbox. Emails can optionally be posted to a schoolwide bulletin board. When emergencies arise and schools need to contact parents quickly, Alma's advanced SMS and voice messaging options will put your mind at ease. Alma's attendance alerts and missing homework alerts keeps all parties informed.

See pages 34-36 of Attachment B: Alma Product Literature for detailed information.

Requirement

28. Nutrition

⬡ Response

Alma captures and reports critical nutrition information. Free and reduced lunch information is shared only with the appropriate staff members by configuring roles and permissions accordingly. Additional data tables can be added to the student record and data can be securely integrated with third party solutions as needed.

See pages 15 and 37-38 of Attachment B: Alma Product Literature for detailed information.

Requirement

29. Report Cards

⬡ Response

Alma's drag-and-drop report card template editor and administrative controls truly take designing progress reports and report cards and to a whole new level. Accounting for both traditional and standards-based report cards, Alma gives the user something they've never had before—total control. From paper to digital delivery, page layout, and finite control over the details, making a report card with Alma is as good as it gets. The best part is users can add and update templates as needed – no need to contact Alma support or pay any additional fees. Alma's template designer has the flexibility to display both traditional and competency-based grades on a single report card. So, if your school is in transition or simply needs more than the conventional A-F grade reporting system, Alma can accommodate your vision.

See pages 30-31 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

30. Reporting - School

⬡ Response

Alma's extensive reporting suite includes 100+ standard reports right out of the box and allows users to build out customized reports to meet their needs. Report permissions make sharing newly created reports with school staff a seamless experience. Alma's Spreadsheet Data Editor is your data manager's best friend, facilitating bulk updates to your school data and streamlining data exports. It's like having a data-rich spreadsheet right in the Alma platform.

See page 39 of Attachment B: Alma Product Literature for detailed information.

Requirement

31. Scheduling

⬡ Response

Alma offers robust and flexible scheduling options for every type of school schedule. The algorithmic scheduler captures intricate details producing a 97% success rate and decreases the amount of time it takes to schedule your whole school. In the moment, ad hoc schedule changes are quickly accomplished using Alma's intuitive scheduling tools.

See pages 20-22 of Attachment B: Alma Product Literature for detailed information.

Requirement

32. Security - Parent Guardian Access Student Access

⬡ Response

Family engagement leads to greater success in the classroom and helps achieve districts' strategic goals. Alma's parent and student portals contain a wealth of information providing a holistic view of a student's educational experience. Both parents and students have separate secure login credentials for access to their Alma information. Designed with customizable roles and permissions, schools have complete control over what information is displayed in the portals. Alma places great emphasis and importance on data privacy by adhering to and contracting with districts through the New Hampshire Student Privacy Alliance.

See pages 9 and 35-36 of Attachment B: Alma Product Literature for detailed information, as well as page 52 of this document.

Alma SIS

Requirement

33. Student Activities

🔷 **Response**

Well-rounded students are involved in many facets of their educational experience, and Alma's Tags feature effortlessly showcases student involvement. In the Alma setting, schools can create tag categories to associate with the student entity, as well as side note tags that can be associated with staff and courses. Tags will appear on the student profile, in class rosters, and on the student banner. Tags are searchable and are used for messaging as well.

See pages 16-17 of Attachment B: Alma Product Literature for detailed information.

Requirement

34. Student Fees

🔷 **Response**

Alma provides a seamless and intuitive online experience for its families when paying for course fees, tuition, extracurriculars, field trips, and other transactions. Leveraging AlmaNow, families can conveniently submit payments right from their mobile devices.

See page 17 of Attachment B: Alma Product Literature for detailed information.

Requirement

35. Student Schedules

🔷 **Response**

A successful educational experience is grounded in continuity and predictability throughout the school day. Alma student schedules provide the stability and guidance needed to stay organized throughout each and every school day.

Student schedules in Alma are easily accessible through the student and parent portals, and viewable in directory under the student profile. Students' daily schedules highlight real time so locating a student in your building is effortless. Flexibility allows educators to add remote meeting links to a student schedule for those days when students are learning from home. In the classes tab under the student profile, Alma provides three different view styles and the ability to print out a schedule if needed. School personnel in charge of student schedule changes can quickly make ad hoc changes to a student's schedule.

See pages 20-22 of Attachment B: Alma Product Literature for detailed information.

Alma SIS

Requirement

36. Support For Different Educational Models - (e.g., Competency)

⬡ **Response**

Committed to supporting long-term best practices, Alma is designed to champion progressive practices including competency-based, personalized, and distance learning. Alma's future-proof, agile platform supplies school and district with the tools essential to carry out and support all education models.

The Alma Team brings a wealth of experience and knowledge to the discovery, design and development process for each and every feature that is released. From day one, Alma embraces the evolving educational landscape, offering a nimble platform that supports traditional approaches, and progress practices like competency-based learning and differentiation in the classroom.

Alma's best-in-class competency-based tracking tools offer advanced functionality for assessing and tracking student performance on any set of national, state, or custom competencies. Using the curriculum tracking feature, educators and administrators can easily see which standard has been covered in order to close gaps in the curriculum. Alma's progressive gradebook tools provide superior insight on student progress towards mastery of a competency.

See pages 24-29 of Attachment B: Alma Product Literature for detailed information.

Requirement

37. Surveys

⬡ **Response**

Schools and districts can leverage Alma Start, Alma's highly flexible online registration tool, to collect information outside of your SIS data fields. Beyond registration and re-enrollment, Alma Start supports the creation of health surveys, internet access surveys, parent volunteer surveys, and so much more. As a second option, Alma's convenient Survey Tool provides customizable templates to meet the specific needs of collecting wellness data and lunch counts. Via their portal, parents and students can respond to either or both surveys. The staff can view/edit a filterable list of survey results and view a quick data summary table, saving time and energy.

See page 40 of Attachment B: Alma Product Literature for detailed information.

Requirement

38.Transcripts

Alma SIS

🔹 Response

Alma's customizable transcripts offer flexible settings and provide schools with complete control over what fields and content are displayed. Transcripts are visible from the student profile and can be downloaded individually or in bulk. Alma transcripts support the ability to add and edit external grades as well. To personalize your Alma transcripts, schools can add their school logo and generic text such as grading scales or school information.

See page 33 of Attachment B: Alma Product Literature for detailed information.

Requirement

39. The Americans with Disabilities Act

🔹 Response

Alma continually strives to meet all needs of all success criteria outlined in the American with Disabilities Act, making the Alma platform accessible to all users. Alma's design principles particularly focus on the following accessibility best practices:

- Keyboard Accessibility - Logical tab order to access content, visual indication of which element has focus, logical tab order of content and no content can only be accessed by hovering.
- Screen Reader Usability - Section headers are used to organize content, proper naming of links and form inputs to convey purpose, and logical ordering of content to convey information.
- Color - Avoid using color as a sole means of conveying meaning.

As a company who strives to improve school operations and empower educators to foster better student outcomes, our design team's focus is to design the highest quality tools accessible to all who use Alma.

See page 4 of Attachment B: Alma Product Literature for detailed information.

C-3 Vendor Technical, Service, and Project Management Requirements

Topic 7 - Vendor Technical, Service, & Project Management Responses (C-3)

This section contains details regarding the technical infrastructure and support services behind Alma's proposed solution, along with responses to the NH DOE's questions regarding project execution and data migration. Additional information can be found in **Attachment C: Appendix B Business/Technical Requirements Matrix**. For all requirements identified in Appendix B as "Future", please refer to **Attachment F: Project Plan Gantt Chart** for details regarding the development timeline.

TECHNICAL INFRASTRUCTURE

Hosting Operations

With Alma hosted on Amazon Web Services (AWS), you have the peace of mind knowing that our solution resides in the most secure, reliable, and resilient environments available. The robust AWS infrastructure ensures the security and confidentiality of student identities and records and offers best-in-class protection from accidental or deliberate data compromises.

Specifically AWS data centers provides Alma and our customers the following:

- Data centers with the most advanced electronic surveillance and multi-factor access control systems.
- Around-the-clock physical access control to data centers.
- Environmental systems that ensure business continuity and minimize the potential impact of disruptions to Alma operations.
- Resiliency through the multiple AWS geographic regions and Availability Zones, during natural disasters or system failures.
- Steady predictable performance via AWS Auto Scaling.

Application access to a client's data is managed through client-specific distinct encrypted keys — meaning each database is unique and separate from all other client databases — there is no sharing or co-mingling of data. All data is encrypted in transit with TLS 1.2 and at rest in all persistent storage with database cluster unique keys.

Disaster Recovery

Alma takes the following measures to ensure users are able to recover accidentally deleted data:
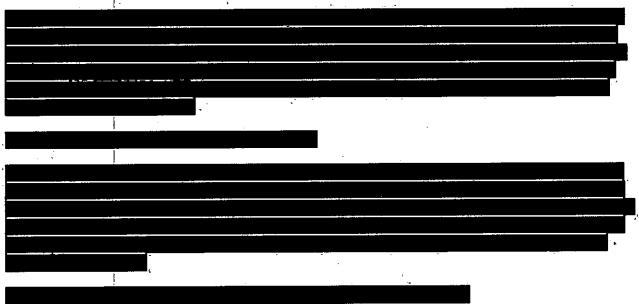
- Point in time recovery capabilities for a 7 day window
- 4:30am & 4:30pm Pacific daily snapshots with 14 day retention
- Every Saturday at 4:30pm snapshot with 4 week retention
- Last day of every month snapshot with 1 year retention

Recovery of accidently deleted items would be handled on a case by case basis and an SLA established during negotiations to identify acceptable thresholds and/or fees associated with the service requests.

Alma in partnership with AWS will use commercially reasonable efforts to make Alma instances available with a Monthly Uptime Percentage of at least 99.95% during any monthly cycle. In the past twelve months, Alma's scheduled uptime has been 99.99%+.

Should a serious disruption in service occur during standard support hours, our Customer Engagement team will notify customers via email to inform them of the situation and possible resolution timeline.

Security

ONGOING SUPPORT & MAINTENANCE

Alma offers its award-winning support directly to all state, SAU, district, and school staff members. This open support model results in shorter wait times, less frustration, and eliminates tech support telephone tag between Alma, DOE technical support, and the end user.

The Alma Customer Engagement Team abides by the following principles:

- All Alma users should have access to technical support.
- All Alma users should be able to reach a live support representative during regular business hours via email, phone, or chat (8am-8pm EST Monday-Friday).
- Prompt response times are a key performance indicator for the support team (Currently <9 minutes on average).
- No cumbersome automated phone attendants or long hold times.

Dedicated Customer Success Manager

Alma will assign a Customer Success Manager (CSM) to the Project Team who will act as the Department of Education's liaison to other departments within the organization and provide concierge-level support throughout implementation and beyond. Your Customer Success Manager, along with the Project Manager, will lead a team of engineers, product specialists, and support representatives that collaborate to ensure project benchmarks and goals are met. Alma's Project Team isn't working alone, though – they are empowered by the ultra-modern technology that is the foundation of the Alma platform.

Change Management & Communication

Quality change management and thorough communication are critical to the success of a project on this scale. For implementations both large and small, Alma employs change management best practices; communicating information early and often, documenting change requests and tickets, and hosting consultative sessions to ensure a mutual understanding of the change being requested.

Alma will utilize Smartsheet for tracking and communicating change requests and statuses. The Department of Education will have access to this tool and the latest updates on each item. During regular consultations with the Project Team, change requests, and other tickets will be reviewed to confirm the DOE is informed of the latest updates and Alma has a clear understanding of DOE Priorities. A formal quarterly report will also be provided containing these details along with information related to any system outages or deficiencies.

When the platform is updated, the Department of Education will be notified at least two business days ahead of time for new and major feature releases and improvements. The Alma Project Manager and Customer Success Manager will communicate release information with the DOE directly. Email alerts and in-app alerts are also provided to all users.

Customized Training Plans

Alma works with each customer to develop a training plan that meets their unique needs. Alma trainers have backgrounds in education and deep understanding of best practices in knowledge transfer, in addition to real-world SIS experience. Alma recommends a combination of online and on-site training in the first year, supplemented by regular consultations with a dedicated Customer Success Manager and unlimited ongoing technical support. Due to these additional resources and the overall ease-of-use of the platform, Alma users generally find they require less training than is needed for legacy systems.

Email, Phone, & In-App Messenger

Alma support is available from 8AM-8PM Eastern Standard Time (EST) Monday through Friday via email, phone, and the in-app messenger. Although it is outside the typical SLA, Alma staff monitor the ticketing system and often assist end users on weekends as well. This service is available for all district personnel – not just designated individuals – at no additional charge. Alma strives to have a relationship with our customers and this level of support is a critical piece to that approach. The average response time for support inquiries is under 9 minutes. Further details regarding Alma's

standard response and service time are listed below. Alma will work with the New Hampshire DOE to develop a mutually agreeable server level agreement that meets all SLA requirements outlined in Appendix B of the request for proposal.

Resolution Times

The following table outlines the urgency of incidents and their associated response times. The urgency of an incident is defined by the customer at the time of placing the request, and is used to define the required response time. All Response Times are during standard support hours.

Urgency	Response Time	Description
Urgent	30 minutes	• High impact on business or immediate productivity • Requests that are time sensitive
Non-Urgent	1 Day	• Low impact on business functions and does not affect immediate productivity • Requests that are not time sensitive

The following table is used internally by Alma to prioritize incidents and define resolution times. All Resolution Times are during standard support hours.

Severity	Resolution Time	Description
Critical	1 Hour	• Business, system, or service outage • Significant customer impact that threatens immediate productivity. • Significant number of customers affected Security of system, network, or data is compromised
Serious	1 Day	• Significant customer concern • Effects immediate productivity of a customer Issue is time sensitive and /or a workaround is not available
Moderate	3 Days	• Productivity continues, but in a significantly impaired fashion • Problem that affects productivity, but a workaround is available • Issue is time sensitive, but not causing immediate work-stoppage
Low	5 Days	• Problem that does not affect immediate productivity and/or a workaround is available • Problem is not time sensitive

Alma SIS

Routine	Scheduled with Customer	- Customer requests for information - Scheduled tasks performed for customers - Issues that do not affect productivity in a significant way - Issues that require third party vendor involvement after initial problem is addressed

Urgent Requests

Customers may submit requests for all provided services, including urgent and non-urgent needs, from the Alma Portal in-app tool, via phone, or email. For a faster response, it is highly recommended that urgent requests be submitted via urgent@getalma.com which also kicks off an automated call service to notify Alma staff of the issue.

In-App Help Documentation & Tutorials

Users can access extensive in-app documentation and click-by-click guides from any screen within the platform. These are available to all users at no additional charge. We have been very purposeful in our approach and provide a balance of graphical screen-shots with easy to understand explanations. Additionally, we have developed interactive walkthroughs for users who have learning preferences that are more in tune with an auditory or visual delivery medium. This approach enables all staff to access a portfolio of materials which are embedded into the Alma platform and deliver anytime-anywhere access to content. There are scenarios where staff need an introduction or a refresher to a key idea or concept and this just-in-time access to information is an attractive option. All users can start and stop at their discretion, revisit as needed, and ultimately access training that addresses the unique needs they would have in their school or classroom.

Customer Webinars

Webinars take place throughout the year and are free to join for all customers. The topics rotate and often correlate with processes that take place at that time of year.

Question & Answer Forums

On a weekly basis, Alma hosts question and answer sessions open to all customers. Questions are collected beforehand and during the discussion. Alma Customer Engagement and Product Specialists respond live. Afterwards each question and answer is documented and posted together in the in-app documentation.

User Groups

New Hampshire user group sessions began taking place at the start of the 19-20 school year and occur every other month. Alma developed these sessions in collaboration with our New Hampshire districts and SAUs. Sessions topics are published ahead of time and address specific roles or process-based needs like report card design, complex scheduling, and gradebook configuration. Upcoming state reporting submissions are also included in the agenda. These sessions are an opportunity to increase your knowledge of the Alma platform and provide feedback based on your experiences.

PROJECT EXECUTION

This section contains responses to the NH DOE's questions related to project execution and data migration.

Requirement

10.1 Implementation approach - The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach. Provide one or more feasible Implementation Plans. For each plan provided:

10.1.1 Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
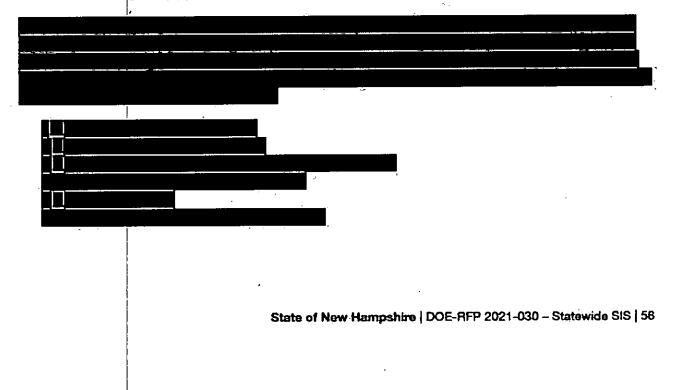
🔷 Response
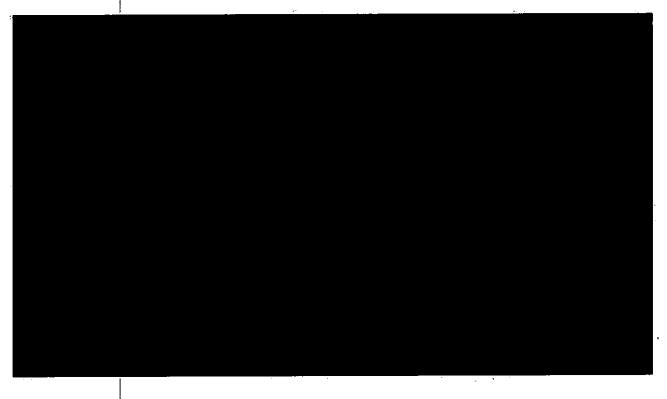
Alma recommends starting with a deep discovery covering the current and desired end-to-end process for submission and certification (Phase 1). The goal of phase 1 is to document the as-is and to-be processes that consider the automation of submission and data validation, error handling and warnings. The process and data validation rules will drive the design for the state portal for both the State and districts/schools. In addition, any operations changes for the State or district / schools will be identified early for communication and training planning.

Alma's suggested design build plan is based on a release plan to mitigate risks associated with the migration to the new process.

1. Alma's real time integration with the critical path features for submission and certification management and ability to generate SLDC reports and EdFacts. → Alma suggests a pilot with an Alma SIS district prior to full release to mitigate risk.
2. Non-Alma SIS integration isolating critical path features for submission and certification management. → Alma suggests a pilot with a specific SIS vendor (Powerschool?) and several small districts or schools, ideally without a current SIS, to mitigate risk.

Requirement

10.1.2. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs

🜲 Response

During discovery and thereafter, the State may decide to descope certain parts of the project and/or instead invest further in other opportunities that arise. Alma can maintain flexibility in terms of what the State wants to pursue, as long as the overall scope remains similar size as to what is contemplated in this RFP. As a partner, Alma expects the State's needs may evolve over time and is set up to be flexible to accommodate those emerging needs as they arise.

Requirement

10.1.3. Address the level of risk associated with each plan.

🜲 Response

There are several risks associated with this project due to the need for additional discovery, which are highlighted below. That said, Alma believes all of the risks can be easily mitigated with proper communication. Given that the execution of the project leverages tools and technology already largely built, we do not view this project as particularly risky.

Alma SIS

- The automated data submission checks and real time data availability may impact the State's operations processes and will likely require a change management plan for the district. The rollout of these changes may need to be timed with district and State calendars, pre-existing communication cycles, and training, thus impacting the desired release calendar. In order to mitigate this risk, Alma suggests starting with a deep dive on 'as-is' processes and data validation checks to derive the 'to-be' state as the first step of the project.
- Automation of data verification checks requires documentation of known data validation checks and a defined process to update as new validation rules are discovered. It is unclear from the RFP whether the state has already documented these current and desired validation checks or if that is something that needs to be done by the State and/or in conjunction with Alma.
- Integrations with non-Alma SIS - Each SIS is likely to have different out of the box capabilities. Alma will require NH DOE support to work with the vendors to design the best approach for integrations to minimize impact on the districts and schools.
- Migration of historical data will require a state resource who understands all historical reporting dependencies and retention rules.
- Alma's timeline will be dependent on NH DOE subject matter experts for non-SIS data requirements. The NH DOE subject matter expert availability and responsiveness are a dependency out of Alma's control and could impact. Other data imports for the SIS and Ed-Fi ODS among other aspects of the project.

Requirement

10.1.4. Why is this the approach you recommend?

🛡 Response

Alma has a high degree of confidence this will be a very successful project, if Alma is the chosen vendor and this approach is pursued. In addition to the product itself, Alma's organizational strengths lie in 1) discovery across large, complex organizations, across multiple different use cases and districts, 2) problem definition and solutions, and 3) extremely efficient technical execution of projects both large and small. This approach reflects Alma's understanding of the where the State is in the process, the State's needs as expressed in this RFP, and Alma's core capabilities.

Requirement

10.1.5. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal.

🛡 Response

Alma uses the following cloud-based project tools to manage third party development projects. Each of these tools support document and tool level permissions.

- Shared documents: Google Drive
- Project Tracking: Smartsheet

Alma SIS

- Requirements Tracking: Smartsheet
- Data Catalog: AWS Glue
- Issue and Risk Tracking: Smartsheet
- Bug Tracking: Smartsheet
- Project Tracking Dashboard: Smartsheet
- Project Time Tracking: Harvest
- Change Management process : Smartsheet
- ·Requirement documents process: Smartsheet
- Project roles and responsibilities: Smartsheet
- Alma only internal tracking of projects, tickets, stories, and artifacts that syncs with Smartsheet and Google Drive: Jira
- Project management for district processes intersecting Alma (such as migration): Alma Navigator

Smartsheet has workflow management that can be configured with the tracking tools to align to the agreed upon project processes including the State's deficiency definitions. Smartsheet tools include email alerts and collaboration/comment threads for collaboration and communication with all stakeholders. AWS Glue has data cataloging capabilities that can be used for legacy data mappings.

Requirement

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

⬡ Response

Below are several types of data conversion which are specific to this project and are each necessary to make this project successful. Alma has a team of data experts to assist with each of these types of migrations. In this section of the RFP response we will focus primarily on the migration of data from the current statewide SIS to the Alma statewide SIS:

- **Current and historic NH DOE data into new statewide SIS:** Historic data will require NH DOE resources with business knowledge of state reporting historic data rules and any required retention rules from the State or federal government. This is the primary focus of the response in this section 10.2.
- **Alma SIS and non-Alma SIS into State Ed-FI database:** The data conversion from Alma SIS and non-Alma SIS to Ed-Fi is completed with a proprietary, proven engine for automated data validation and integration to Ed-Fi data structure. The automation of data validation rules will be derived from the current submission reports and from additional requirements from the State. This is ongoing and discussed elsewhere in detail in this RFP.
- **Preserving use of existing SLDC reports:** The support of SLDC reports go-forward will be an Ed-Fi to SLDC mapping exercise to identify data store requirements. Alma will create a view that allows for continued usage of SLDC reports.
- **Legacy district SIS to Alma district SIS:** If and when they so choose, New Hampshire districts will be able to easily convert from their current legacy SISs onto Alma with the help

of Alma's tooling and support staff. Every year, Alma successfully converts large numbers of LEAs on Alma's platform from a variety of different SISs globally. We have developed robust processes and tooling for our customers with numerous failsafes, including a team on standby to help assist districts that are unable to manage the process themselves. The crux of the system is an in-app, step-by-step guide that walks districts through the migration process, easy to understand import tools, and Alma expert support that monitors the process for each customer while intervening with those who need support.

Requirement

10.2.1 It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from Click or tap here to enter text. Legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.

Response

Below is the process for identifying what will need to be warehoused in the State's Ed-Fi ODS initially. This will be done upfront and then audited throughout school year 21-22, so that nothing is missed as an academic year progresses.

- Collect and inventory of all legacy data sources
- Define the requirements for go-forward functionality (Part of Definition - Submission Management and Design - Submission Management)
- Create a data catalog Ed-Fi is the baseline data structure
- Define the strategy for each data source

High level approaches to migration of data sources: Below are general approaches for many of the States reporting data sources, which are required to be supported by Ed-Fi ODS. A more detailed, refined plan will be derived as part of Phase 1.

SLDC data mart conversion: Ed-Fi ODS data and other data will be structured in a data view in order for the State to migrate iPlatform (tableau) reports and other state required reports from the Ed-Fi ODS with minimal changes. Here are the steps necessary to do so:

- Create a view from the Ed-Fi data warehouse
- Create a data catalog from the SLDC view to the legacy SLDC data mart (ASW Glue)
- NH DOE resources complete the data mapping and translations (AWS Glue, or other state supported ETL tool)
- Data that can not be converted to be reviewed to identify changes in dependent reports or changes to standard Ed-Fi data structure. The goal is to minimize changes to the Ed-Fi data structure.

Alma SIS

EdFacts: EdFacts will generate CEDS federal reporting from the States Ed-Fi ODS. EdFacts is part of Ed-Fi ODS and is a plug-in available to easily generate reporting. <u>Ed-Fi Generate Plugin for EdFacts.</u> Here are the steps necessary to implement EdFacts:

- Go forward generated from Ed-Fi with the Ed-Fi plug-in
- Historic migrate as is if needed to the cloud storage

SASID: Alma intends on migrating the legacy data to an Alma hosted data structure that is designed to support fast search capabilities for enrolled and unenrolled students. Here are the steps necessary to do so:

- Data analysis of historic data and historical search requirements
- Design data model to align with Student Privacy requirements and to support match scores and search capabilities
- NH DOE resources complete any data translations required to migrate from an existing data store to the new data source. (expect this to be minimal)
- Build new SASID UI and match logic functionality

Other State Legacy Data: Alma will map non SIS data to Ed-Fi structures. (<u>Ed-Fi Unified Data Model</u>). Alma will use the same robust import tool as is used elsewhere in order to migrate these additional data sources at the state and/or district levels. The State also has the option to utilise the Ed-Fi APIs that are available for non-SIS data loads. Here are the steps necessary to do so:

- Analysis of each data source to define the import and data validation rules
- Define baseline data - Ed-Fi descriptors, other key data points
- On-going - The state can refresh data on-going through the import tool

Requirement

10.2.2 Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.

Response

Historical Data: below is a possible approach. After the inventory and mapping is complete, an alternative shorter path plan may be defined. Alma will work with the State to do data analysis of specific field types, to ensure the approach with incomplete records is defined.

Suggested Approach for Historical Data:
- Data Inventory - Alma / NH DOE
- Data Catalog and mapping - Alma / NH DOE
- Final design - Historic Ed-Fi data structure - Alma
- Migration and cleansing (interim store) - NH DOE
- Finalize data for final migration - Alma / NH DOE
- Migration - interim store to final data store - Alma

Alma SIS

Requirement

10.2.3 Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?

🕸 Response

Alma will use a variety of tools to move the data over. Manual intervention will be necessary upfront to strategize and conceptually map the data. Then we will use a combination of the below tools to migrate the data. Which tool is appropriate for each job is determined during the Phase 1 planning session:

- ETL tools (preferably AWS Glue, but Alma is open to other ETL tools that the State may have experience with)
- APIs
- Alma's proprietary Importer
- Library of proprietary Alma pre-existing automated scripts
- Custom automated scripts made by Alma

Requirement

10.2.4 What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?

🕸 Response

While most of the data migration will be relatively straightforward for Alma, the below potential issues may be more challenging and require a special approach. We recommend working together early in the discovery process to clarify problem definition, clarify goals, and then hone in on solutions that are low risk, low effort and achieve the desired goals.

- NH DOE exiting submission reports include total attendance and incident counts based on a time-frame. The standard EdFi structure supports daily counts. One solution may be to have near real time data integration with select other SIS providers, which would give districts opportunities to review and validate data in a more efficient manner. We believe this can be made with little impact on district users or even reduce the time spent on stewarding attendance data.
- Historic data is likely to not match the EdFi ODS structure to support the to-be submission data. Alma expects to have to build additional tables to support legacy data structure. Data analysis of historic data is required to verify this assumption. Alma considers this low risk.
- Other Data Imports to EdFi ODS - Alma will extend our import tool to import non-SIS data into the State Reporting EdFI ODS. Each data source will require review to define the QC checks for NH DOE self serve imports of the data sources. Alma considers this low risk.

Alma SIS

Requirement

10.2.5 Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.

🜲 Response

The approach to documenting data is led by Alma's team of data migration and state reporting experts. The steps are the following:

- Inventory of State's legacy data stores
- Data Mapping and Catalog (preferably using AWS Glue)
- Analysis and plan for data cleansing
- Legacy data will be imported into interim tables in batches to verify data integrity. It is expected that NH DOE will have resources available to work through data cleansing issues.

It is also worth noting:

- The EdFi data structure is a standard published data model. This provides numerous advantages and significantly reduces risk
- Alma will be storing historical data separate from the active school year to allow for more flexible data rules
- NH DOE resources will be required to evaluate the approach after the inventory and catalog has been created
- Alma has a team of data migration experts and has developed deep domain expertise in converting legacy data into modern standards and platforms. In part because of Alma's recent growth and lean-in customer service approach to migrations, no other SIS company has the student data migration expertise that Alma has developed.

Requirement

10.2.6 Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process"

🜲 Response

State Roles: In general, there will be minimal State resources required (likely less than 500 hours), however this State input is both critical and necessary. Below are some best practices and examples of the resourcing, however this will need to be refined as a detail plan is created in Phase 1:

- Ideally, the NH DOE can appoint a single point of contact who can authorize and roll out any change to operations based on changes to reports or processes. This is particularly important during the first phase of the project is the as-is vs. to-be processes to identify issues early.
- NH DOE contacts who can provide data cleansing and verify data prior to loading into the target EdFi tables.

Alma SIS

- When there are multiple NH DOE stakeholders, a NH DOE contact who can organize the schedules of internal NH DOE resources to meet project milestones. Alma will be able to create a more detailed project plan in Phase 1, which will make scheduling possible well in advance.

Alma Roles: There are several domain experts within Alma that will be necessary for proper data migration:

- Project Manager: the project manager is responsible for determining strategy, collecting and communicating trade-offs, setting timelines for the project, and resourcing the project so deadlines are met
- Reporting analysts: domain experts in data migration, state reporting, and Ed-Fi
- Reporting QAs: resource pool that is dedicated to QAing reports and data maps/migrations
- Reporting and Data Engineers: team of engineers who utilize and build a library of data migration scripts. They focus exclusively on K-12 data and reporting
- Data Engineering Architect: senior level engineer with deep industry and backend engineering experience. Can design and build technical solutions when necessary
- Customer Service Manager: internal resource who interfaces with a variety of district reporting teams and leadership. They can not only provide the viewpoint of district end users, but also easily connect the design and engineering teams with the right end users for productive discovery conversations.

Best Practices (Lessons Learned):

- Start with an as-is vs. to-be workflow model in order to clearly define goals and identify operational impact early in the process to minimize development rework and ease of adoption
- Establish a data governance joint team and define roles. The team resources should be empowered to make decisions related to the scope of data migration, system feature scope, operational impact and project timeline
- Document and verify accessibility to the full inventory of data sources, prioritize in order to derive a plan based on build risk. The goal is to start with critical path functionality for an end to end work system to build upon
- Migration testing and validation is broken down to smaller focused steps. Integration testing is a separate planned effort for final validation

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

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

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

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

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

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

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

DOE
Exhibit 2
Federal Debarment and Suspension

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

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

2. Does not have a proposed debarment pending;

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

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

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

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

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Agency Compliance Documents Attachment 2

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

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

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

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

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

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

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Agency Compliance Documents Attachment 2

Rights to Inventions Made Under a Contract or Agreement

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

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

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

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers) and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Agency Compliance Documents Attachment 2

Federal Certification 2 CFR 200.415

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

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

Agency Compliance Documents Attachment 2

Project Plan Gantt Chart

Student Information System

STATE OF NEW HAMPSHIRE
Department of Education
RESPONSE TO RFP: DOE RFP 2021-030
Statewide Student Information System (State Version)

April 23rd, 2021

Attachment 3

	Task Name	Q3 2021			Q4 2021			Q1 2022			Q2 2022			Q3 2022			Q4 2022			Q1 2023		
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar

#	Task Name	Resource
1	Effective Contract Date	
2	Project Kick-off	
3	Team Intro	Alma / NH DOE
4	Tool Set Up	Project Manager
5	Definition Artifact Inventory	Project Manager
6	Project Approach review and refinements	Alma / NH DOE
7	Definition - Submission Management (Phase 1)	
8	Process Definition	Product
9	Data Validation Rules (Alma SIS, Non Alma SIS)	Data Engineer
10	Data Mapping / Ed-Fi Data Model	Data Engineer
11	SLDS data veiw	Data Engineer
12	Design Project Planning	Project Manager
13	Design - Submission Management	
14	State Portal Features (State and District/School)	
15	Submission and certification management	Product Team
16	Cross District Checks	
17	State / District or school task list	Product Team
18	Data Validation Checks	Data Engineer
19	Communication Portal	Product Team
20	Data Dictionary	DevOps
21	School Annual Data	Product Team
22	Tech Foundation (Engines, Application Framework)	Development Engineers
23	Final Design Reviews and Signoff	Alma / NH DOE
24	Final Tech Design Reviews and data model updates	Product / Tech Team
25	State Reporting Non SIS data import to Ed-Fi	
26	Other data to Ed-Fi	
27	Build - Alma SIS end to end integration	
28	State Portal - State view	Engineering
29	Submission and certification management	
30	State / District or school task list	
31	Data Validation Checks	
32	Communication Portal	
33	Data Dictionary	
34	School Annual Data	
35	State Portal - District / school view	Engineering
36	Submission and certification management	
37	State / District or school task list	
38	Data Validation Checks	

#	Task Name	Timeline / Resource
39	Communication Portal	(Q1 2022)
40	Data Dictionary	(Q1 2022)
41	School Annual Data	(Q1 2022)
42	⊟ Ed-Fi - Additional Data Imports	
43	Additional Data Sources Inventory & req'd data points	Alma / NH DOE
44	Data Catalog	Data Engineer
45	Design Imports	Product Management
46	Build Test	Engineering
47	⊟ Ed-Fi ODS	Engineering
48	Data Model enhancements	Development Engineers
49	Data Transformations	Data Engineer
50	EdFacts plugin	DevOps
51	SLDC View	Development Engineers
52	Testing - Alma SIS end to end integration	QA
53	UAT Testing - Alma SIS end to end integration	Alma / NH DOE
54	Pilot School - Submission Testing	
55	Training	
56	Launch - SIS integration (Depends on final launch plan)	◆
57	⊟ Build - Non Alma import and framework	
58	Design - Importer Data Validation and file upload	Product Team
59	Importer - Small Schools	Engineering
60	Importer - Non Alma SIS Specific (Power School)	Engineering
61	Testing - Non Alma SIS end to end integration	QA
62	UAT - Non Alma SIS end to end integration (Small School)	Alma / NH DOE
63	UAT - Non Alma SIS end to end integration (Power School?)	Alma / NH DOE
64	⊟ Student Identity Management	
65	Design	
66	Build / Test	
67	⊟ Public APIs - State Submission Reports	
68	Design (Tech Docs)	Engineering
69	Build / Test	Engineering
70	Release	◆ Engineering
71	⊟ DLM Registration	
72	Design	
73	Build / Test	
74	UAT Testing	
75	Release	◆
76	⊟ Historical data migration to Ed-Fi structure	
77	Data Inventory	Alma / NH DOE
78	Data Catalog and mapping	Alma / NH DOE
79	Final design - Historic Ed-Fi data structure	Development Engineer

	Task Name	Q3 2021			Q4 2021			Q1 2022			Q2 2022			Q3 2022			Q4 2022			Q1 2023		
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
80	Migration and cleansing (interim store)																▭ NH DOE					
81	Finalize data for final migration																	▭ Alma / NH DOE				
82	Migration - interim store to final data store																		▭ Development Engineer			
83	⊟ Event Drive Thresholds																		▭			
84	Data modeling to define thresholds / KPIs candidates																	▭ NH DOE				
85	Design - State Portal warnings based on thresholds																		▭			
86	Build / Test																		▭			
87	UAT Testing																			▭		
88	Release																			◆		
89	⊟ SIS - Additional Data Imports															▭						
90	Finance														▭							
91	Special Education														▭							
92	Food and Nutrition															▭						
93	Adult Education															▭						
94	21st Century																▭					
95	ESOL																▭					

Attachment 4

	State Level BUSINESS REQUIREMENTS (Section C-2, Topic 5 in the RFP)						
		State Version Requirements				Vendor	
Req #	Requirement Description		Requirement Description Detail	M/P Criticality	RFP Point Value	Vendor Response	Delivery Method
1	Minimum Data Collected		a. At a minimum provide data collection and management for the items currently in: i. NH's data dictionary (https://my.doe.nh.gov/DataDictionary/Default.aspx) ii. School Submissions Data Collections (i4See) and Collected Program Area Data Elements as well as the Data Use & Student Privacy document at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/student_schmap.pdf	M	22	Yes	Standard
2	CEDS Integration		a. Common Education Data Standards (CEDS) data alignments and compliance. b. Uses standard School Courses for the Exchange of Data (SCED) codes c. Offers a complete CEDS data store deployment to run the Generate Tool on, including moving the data to CEDS ODS, and extraction of the EdFacts reports d. ETL or replication by vendor of Statewide SIS data to CEDS	M	22	Yes	Standard
3	Vendor Integration		a. The Statewide Student Information System (State level) must seamlessly integrate (real time) with the vendor's district version of the software. b. The Statewide Student Information System (State level) has to be able to accept data uploads (ability to automate daily preferred) from all Student Information Systems (SIS) deployed individually at all the NH school districts	M	22	No	Future
4	Offer an alternative SIS solution to NH districts without an SIS		a. For those smaller school districts (e.g. 500 students or less) without an SIS to manage school and district data, provide a district level SIS for free. Enrollments by district located at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/2020/district_fall19-20.xlsx	M	10	Yes	Standard
5	Reduced Pricing		a. Offer reduced pricing to larger districts (e.g. over 500 students) who are on the district version of the vendor's SIS. Enrollments by district located at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/2020/district_fall19-20.xlsx	M	10	Yes	Standard
6	School and District real-time data collections and notifications for districts using the state preferred vendor.		a. Real-time updates to the state system as the districts enters the data in their SIS. b. As student records overlap multiple districts, all districts concerned would be notified or alerted to the change. c. Provide 3 deployments for the purpose of PRODUCTION, TESTING and TRAINING. d. Provide support, training and consulting services.	M	4	No	Future
7	Student Identity Management Interface		a. Provide duplicate record algorithm for student name matching to verify no duplicate student profiles. B. Name matching with weighted match rates and duplicate re-conciliation c. Student search capability using multiple fields	M	4	No	Future
8	Customizable Daily Membership and Adequacy Aid		a. Provide customizable daily membership and adequacy aid.	P	4	No	Future

Row 3 notes: The Alma SIS to Alma-Hosted Ed-Fi ODS data transformation and synchronization takes place hourly, providing real-time data updates at the state level. Non-Alma-SIS districts will use Alma's intuitive and sophisticated importer for data submission. This data follows the same transformation and synchronization process as Alma SIS data. After initial releases, Alma will then provide API options for other vendors that wish to automate the submission process. See page 4 of Attachment B: Alma Product Literature for detailed information. See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline. — Will be part of implementation

Row 6 notes: The synchronization workflow between the Alma SIS and State solution refreshes in real time, providing the latest updates at the state and district level. Cross-district data checks take place in the State Portal and are customized to meet the State's needs. This workflow includes alerting the appropriate district level staff. Prior to the launch of the solution components, NH DOE can access a UAT environment to validate the feature sets and data. Once the system is released, the UAT plan for a feature that impacts NH DOE is defined based on the scope of the feature improvements. Alma's general approach is to build in feature flag controls to expose new State Portal features to districts after NH DOE has completed user acceptance testing and training. Sandboxes are available for user acceptance testing and training features prior to turning features 'on' for districts. See page 4 of Attachment B: Alma Product Literature for detailed information. See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline. — Will be part of implementation

Row 7 notes: Within Alma's State Portal schools request the required SASID and the State verifies the ID for new students. Cross-district checks are performed automatically and match score information is made available to the state for communication to districts. Alma will work with the State to develop this workflow and automate as many steps as possible. See page 8 of Attachment B: Alma Product Literature for detailed information. See rows 64-66 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline. — Will be part of implementation

Row 8 notes: Alma will incorporate the Daily Membership and Adequacy Aid calculations into the submission and validation workflows as directed by the State. See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline. — Will be part of implementation

1.1 State BUSINESS REQ.
1 of

#	Requirement	Description					Comments	
9	School and District Common Interface	a. Provide an interface to manage all educational institutions managed by the DOE as the backbone of all district uploads and reports. b. Be easily reconfigured to reflect area, district and school configuration changes, which may include closing, opening, renaming, and/or changing the grading structure of schools that supports the preservation of historical information. c. Manage a hierarchal structure for schools starting with the School Administrative unit all the way to the location and building numbers.	M	4	No	Future	Alma's flexible hierarchical structure supports custom configurations with corresponding permissions in order to accurately reflect the organizational structure within an SAU and district. All submission and data verification workflow activities will take place within the Alma SIS interface. The platform settings are highly customizable and edits to grading policies, schedules, and calendars can be made at any time without impacting historical records. See page 7 of Attachment B: Alma Product Literature for detailed information. See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.	Will be part of implementation
10	Data validation Portal	Provide a reporting platform showing: a. Anomalies for each district and school b. Task-list for each district or school of items to correct. c. Provide the ability to certify the data by multiple levels of the school districts. d. Be able to configure custom validation rules and adjust them as needed. e. Provide an event-driven warning system using data thresholds and longitudinal comparisons across school years. f. Interface to update business rules and validation checks on the data. • Provide the ability for automated data validation based on a data collection set point which provides the foundation of annual reports.	M	10	No	Future	Alma has invested heavily in building a guided experience for even non-technical users, so that everyone can effectively submit validated data to the state. Within Alma's SIS ecosystem is a proprietary workflow engine to support source specific data validation and transformation rules that are integrated with the SIS UI/UX. Thus the non technical SIS user experiences a simple guided experience to build, review and fix data validation rules that are hyper focused to the data target. Alma's state reporting team sets up the business rules based on the end target - state submissions, third party integrations, etc. See pages 4-6, 10, and 13-14 of Attachment B: Alma Product Literature for detailed information. See rows 41-51 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.	Will be part of implementation
11	Data Reporting Portal	a. Provide a new flexible Reporting platform based on federal and state reporting requirements. b. Migrate existing state and federal reports from SSRS to new platform. c. Compliance with HIPPA and FERPA as well as the NH DOE suppression rules. d. Provide feedback reports to schools and districts that can be customized to meet the needs of a SAU/District/School. e. Data Certification Reports to ensure sign-offs on the data by the schools and districts. f. Adaptability to Federal and state Data reporting needs g. Support the ability to run ad-hoc reports, simple lists or multi-year studies with the ability to save those reports. h. Be able to aggregate datasets according to well-defined and documented business rules. i. State and district data readiness indicators. j. Snapshot mechanism for annual reporting k. Anything that would cut down on the amount of anomalies to correct would be very helpful (e.g. student moves between	M	4	No	Future	Alma's solution meets and exceeds each of the above requirements. The Alma-Hosted Ed-Fi ODS provides the state with CEDs compliant data and the required reporting functionality. Schools and districts will access the State Portal via their Alma instance where each LEA can review feedback reports and verify data. See pages 2, 4, and 6-14 of Attachment B: Alma Product Literature for detailed information. See rows 27-41 of Attachment F: Project Plan Gantt Chart for additional details regarding development timeline.	
12	Customizable District and school Homepages	a. Provide the ability to communicate information back to the districts. b. Custom dashboards and/or email alerts for newsletters and bulletins and a task list from the department to all school districts based on roles assigned. c. Data Review indicators and approvals d. Allow districts to customize forms, workflows, data collected, etc...	P	4	Yes	Standard		
13	Migration capabilities for existing data	a. Provide and create all ETL operations needed for data extraction and importing. b. Ensure a smooth transition from the legacy systems to the new SIS by providing easy to use data migration tools.	P	9	Yes	Standard		
14	Data Dictionary with Data Governance capabilities	a. Provide a public interface for a data dictionary of all elements provided b. Provide a data governance interface for data stewards to manage the data elements they govern. c. Provide the ability to select, search, filter, and sort on all fields related to a data element, list or table view.	M	4	Yes	Standard		
15	Process Automation of data extraction to other DOE systems	a. Provide an automatic mechanism for exporting information to ancillary systems.	M	4	Yes	Standard		
16	Provide a single-sign on solution.	a. Support the ability to configure role appropriate level security parameters. b. Support the ability to assign multiple roles to multiple individuals in multiple contexts (schools). c. The tool has to allow for data integration of data sets from third party assessment vendors and other ancillary program data within and outside the NH DOE.	P	4	Yes	Standard		

#	Requirement	Description		Points		
17	Provide as close to a total solution as possible for NH DOE, including fully integrated education modules and integrating with other vendors (e.g. Canvas, Branching Minds, etc...).	a. Finance (https://www.education.nh.gov/who-we-are/division-of-educator-and-analytic-resources/bureau-of-education-statistics/financial-report) - State Level b. Special Education - District Level c. Food and Nutrition - District Level d. Adult Education - District Level e. 21st Century - At the state level f. ESOL - At the state level g. Career & Tech Education - At the state level	P P P P P P P	9	Yes	Standard
18	History of data converted	a. The last 10 years of historical data in NH Department of Education's data warehouse that is required for CEDS will be put into the vendor's operational data store/CEDS database. Each district choosing to convert their SIS to the state chosen vendor will work with the vendor to determine their own historical data needs.	M	10	Yes	Standard
19	Provide Training	a. Provide support, training and consulting services. b. Support maximum knowledge transfer to allow the State to conduct its own training in the future. c. Each district choosing to convert their SIS to the state chosen vendor will work with the vendor to determine their own training needs for the district version.	M	4	Yes	Standard
20	Ed-FI Compliant	a. State and district versions of the SIS must be ED_FI compliant.	M	4	Yes	Standard
21	Vendor Hosted	a. State and district versions of the SIS must vendor hosted. b. Hosting from the cloud preferred. c. Ideally, each district should have their own separate database in the cloud. If not separated by permissions.	M	4	Yes	Standard
22	Privacy	a. The system must comply with both FERPA standards and New Hampshire Privacy Regulation HB1612. i. The Family Educational Rights and Privacy Act (https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) ii. New Hampshire Privacy Regulation HP1612 (https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/minimum-standards-privacy.pdf)	M	4	Yes	Standard
23	The Americans with Disabilities Act	a. Meet The Americans with Disabilities Act" or ADA 508 (https://www.justice.gov/crt/pl-105-220-1998-hr-1385-pl-105-220-enacted-august-7-1998-112-stat-936-codified-section-504).	M	4	Yes	Standard
24	Offer flexible district and school calendars	a. Manage multiple district and/or school calendars per year maintaining planning, current, and historical calendars. b. Allow the schools to setup their school calendar showing holidays and days of instruction. c. The calendar should allow for half-day use, full day use, as well as hours of instruction. A competency-based calendar would be a plus. d. Allow for management of calendar based on unexpected temporary school closures. e. Have the capability to handle virtual schools attendance and calendars as well as competency based education data.	M	4	Yes	Standard
25	School Annual Data	Most of these data are populated via the Common Database (master data management system) or ESS (survey system), not entered by the district, but they are used for validation of submitted data. Some of these data can be edited by the district within the i4see application (student level data collection system) as well (e.g., Full Time Kindergarten flag; Principal info). a. Calendar Type (Days or Hours) b. Min Grade c. Max Grade d. Title I Code (School wide, Targeted, Not Title I) e. Preschool flag f. Readiness flag g. FT Kindergarten flag h. Principal name i. Principal email	M	4	Yes	Standard
26	School Annual Calendar	Some of this data is pre-populated, but most of it is editable by the district within the i4see application (student level data collection system). a. ADM Calculations by Grade Range (auto-calculated based on the calendar type and dates/hours entered). b. School Start Date c. School End date d. Last Day for Seniors e. Grade Ranges: Kindergarten; 1-6; 7-12 f. Daily Hours (for those on an hourly calendar) with the ability to add multiple hour ranges as hours change throughout the year.	M	4	Yes	Standard
27	Calendar of Events	a. Event Type b. Event Date c. School Closed (Y/N) d. Hours of Instruction per grade range (K/1-6/7-12) for those districts on an hourly calendar e. Comments field	M	4	Yes	Future
28	Other Items	a. Submission Status calendar b. DLM registration c. Reports – Need the ability to integrate SSRS-style reports into the new SIS application, including reports that pull data from other systems (e.g., students on an IEP) d. Real Time ESOL Roster	M	4	Yes	Future

Total Points   200

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 ALMA TECHNOLOGIES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 15, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **823508**

Certificate Number: 0005749213

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2022.

William M. Gardner
Secretary of State

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
ALMA TECHNOLOGIES, INC.

The undersigned, constituting the members of the Board of Directors (the "Board") of Alma Technologies, Inc., a Delaware corporation (the "Company"), pursuant to Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Company, hereby adopt the following recitals and resolutions by written consent, effective as of the latest date set forth below:

1.   Approval of Commercial Agreement.

WHEREAS, the Company desires to enter into an Statewide Student Information System Agreement with the Department of Education of the State of New Hampshire the "Commercial Agreement"); and

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed Commercial Agreement are just and equitable and fair as to the Company and that it is in the best interests of the Company and the stockholders of the Company to enter into the Commercial Agreement subject to the terms agreed upon by the parties.

NOW, THEREFOR BE IT RESOLVED, that the Commercial Agreement is approved in all respects in substantially the form attached hereto as Exhibit A;

RESOLVED FURTHER, that the Chief Executive Officer of the Company, Andrew Herman, is hereby authorized and empowered for and on behalf of the Company, to execute the Commercial Agreement; and

RESOLVED FURTHER, each officer of the Company is hereby authorized and empowered for and on behalf of the Company, to execute and deliver any and all other documents, papers or instruments and to do or cause to be done any and all such other acts and things as may, in such officer's judgment, be necessary, desirable or appropriate and consistent with the best interests of the Company, in connection with the consummation of the transactions contemplated by the foregoing resolutions, the authority of such officer to be conclusively evidenced by his execution of any such document, paper or instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent effective as of the latest date set forth below.

DIRECTORS:

Date: May 9, 2022

Andrew Herman
Andrew Herman

Date: May 9, 2022

Theresa K. Crane
Theresa K. Crane

Date: May 9, 2022

Braden Herman
Braden Herman

Date: May 9, 2022

Michael Eidenschink
Michael Eidenschink

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2022

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	CONTACT NAME:			
MARSH & MCLENNAN INS AGCY LLC/PHS 72160372 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112	
	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC#
INSURED	INSURER A : Sentinel Insurance Company Ltd.			11000
ALMA TECHNOLOGIES INC DBA ALMA 720 SW WASHINGTON ST STE 315 PORTLAND OR 97205-3546	INSURER B : Hartford Fire and Its P&C Affiliates			00914
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [X] LOC [ ] OTHER:	X		▬▬▬▬	10/01/2021	10/01/2022	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							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
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			▬▬▬▬	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			▬▬▬▬	10/01/2021	10/01/2022	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		▬▬▬▬	12/21/2021	12/21/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	FAILSAFE TECHNOLOGY E OR O			▬▬▬▬	10/01/2021	10/01/2022	Each Glitch	$5,000,000
							Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Department of Education 101 PLEASANT ST CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Susan L. Castaneda*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD