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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

October 9, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Student Wellness, Office of Social & Emotional Wellness to enter into a **Sole Source** contract with NextStep, LLC of Durham, New Hampshire, (vendor code 310930) in an amount not to exceed \$250,000, to modify its NextStep Bloom application to be used as a gamified Substance Misuse Prevention mobile and web based platform to benefit middle and high school students, their families and their respective communities in New Hampshire effective upon Governor and Council approval through June 30, 2021. 100% Private Local Funds.

Funds are available in the account titled Positive Student Outcomes Fund FY20 and FY 21 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

06-56-56-562010-19660000-102-500731	<u>FY'20</u>	<u>FY'21</u>
Private Local Funds	\$187,500.00	\$62,500.00

EXPLANATION

This contract is being **sole sourced** due to an RFP process that failed to elicit applications from qualified vendors with knowledge of and experience in prevention strategies geared toward middle and high school students, and protective factors such as the Search Institute's 40 Developmental Assets.

A Request for Proposal was released on March 1, 2018 through March 30, 2018. Two proposals were received and scored. The proposals were reviewed by the Department of Education, Office of Social and Emotional Wellness Administrator, and the Commissioner of Education. Both have

His Excellency, Governor Christopher T. Sununu

and the Honorable Executive Council

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experience in the evaluation of RFP submissions (see Attachment A). The reviewers did not recommend funding either of the applications received.

With no vendor selected the Department of Education reached out to the University of New Hampshire (UNH) for some assistance. Initially, UNH believed they could use a student platform they had developed for this application. After further evaluation, they concluded it would not be appropriate. UNH then recommended NextStep, LLC. After meeting with NextStep, it was evident that they had the knowledge and experience to accomplish this project.

This contract will support the creation of an on-line Substance Misuse Prevention education program to be made available for all middle and high school public school students and their families/caregivers in New Hampshire. The goals of this effort include:

- 1) Universal access for all middle and high school students in New Hampshire and their families
- 2) Dissemination of information about protective factors and how they prevent risky behaviors including alcohol, other drug, and opioid substance misuse
- 3) Dissemination of information about risk factors and how they can influence adolescent behavior including alcohol, other drug, and opioid substance misuse
- 4) System analytics to describe utilization, instruction metrics, and reach report
- 5) Measureable improvements in knowledge acquisition, attitudinal change, and positive behavior change.

Next Step, LLC will be evaluated by the Department through the monitoring of the services provided. In addition, they submit reports to the Department on the progress in meeting the objectives of the contract.

In the event Private Local Funds are no longer available, General Funds will not be requested to support this project.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Attachment A

**SCORING FOR REVIEW OF NEW HAMPSHIRE ON-LINE SUBSTANCE MISUSE
PREVENTION INITIATIVE PROPOSALS**

Proposal Criteria in the RFP

Significance of Proposal	10 points
Quality of Services	30 points
Management Plan	15 points
Evaluation Plan	10 points
Personnel and Partners	10 points
Adequacy of Resources	<u>10 points</u>
Possible Points	100 points

Two (2) RFPs' were received and scored.

	Frank E.	Kelly U.	Peer Review
EverFi	45	50	47.5
JSI Research & Training Institute, INC.	60	72.5	66.25

An RFP review occurred on April 9, 2018. The RFP review panel consisted of the following employees from the Department of Education.

Frank Edelblut, Commissioner of Education. Frank Edelblut was sworn in as commissioner on Feb. 16, 2017. The commissioner is responsible for the organizational goals of the department and represents the public interest in the administration of the functions of the department of education. Edelblut is a businessman who started his career as a certified public accountant with a large international accounting firm. He briefly worked as a chief financial officer for a public company and then took the "entrepreneurial plunge," starting his own company, which was sold to a French firm in 2009. Edelblut continues to be active as an investor in early stage companies across a range of industries including technology, med-tech, and even a wine company.

Kelly Untiet, Administrator. Ms. Untiet is the Administrator of the Office of Social & Emotional Wellness within the Bureau of Student Wellness at the New Hampshire Department of Education. She serves as a lead for the Department for prevention efforts and has 15 years of communication and messaging experience, five of which were focused on tech-based messaging.



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

October 7, 2019

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

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract with NextStep, LLC of Durham, New Hampshire, as described below and referenced as DoIT No. 2020-019.

This is a request to enter into a **sole source** contract to modify the NextStep Bloom application to be used as a gamified Substance Misuse Prevention mobile and web based platform to benefit middle and high school students, their families and their respective communities.

The funding amount is not to exceed \$250,000 and the contract shall become effective upon Governor and Council approval through June 30, 2021.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2020-019

cc: Chris Hensel, IT Manager, DoIT


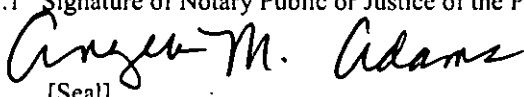

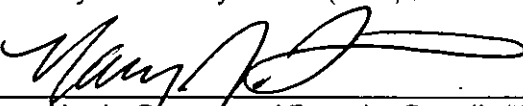
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Contractor Name NextStep, LLC		1.4 Contractor Address 53 Bucks Hill Road Durham, NH 03824	
1.5 Contractor Phone Number (929)352-0444	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Michelle Myler, Administrator, Bureau of Student Wellness		1.10 State Agency Telephone Number (603) 271-4018	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sam Warach, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>9/4/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Angela M. Adams, Notary</u>			
1.14 State Agency Signature  Date: <u>10-8-19</u>		1.15 Name and Title of State Agency Signatory <u>Frank Edelblut, Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/14/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
Scope of Services

1. Design, Research and Discovery

- a. During the Design, Research and Discovery period of the contract, NextStep LLC will solidify requirements for the modification and production of their software to create the Student Resilience and SUD Prevention Platform for the New Hampshire Department of Education, Bureau of Student Wellness. This period will conclude with the platform designed in full according to NH DOE desired specifications.
- b. This period will include Design, Research and Discovery tasks to accomplish the full platform design. The tasks will be: Scope & Goal Setting; Conduct Stakeholder Interviews, Establish Communication Plan; Define Usership, Conduct User Research; Finalize Scope & Platform Concept; Gather Feature Requirements; Finalize Feature Requirements; High Level Design & Flow Charts; Design Period; Technical Specification, Architectural Design; and Delivery of Design. Design will include platform, feature backend architecture, user interface, and user experience design. Research will include UX, UI, scope and goal setting.

1.1. Scope & Goal Setting; Conduct Stakeholder Interviews, Establish Communication Plan - 5 Weeks

- c. The Stakeholder Interviews period will include the establishment of the Communication Plan between NextStep LLC and the NH DOE throughout the duration of the project and includes defining the scope of the platform and desired outcomes for the project. The Stakeholder Interviews will include meetings between NextStep LLC and NH DOE staff, including the Commissioner Frank Edelblut and Administrative Assistant Kelly Untiet. The interviews will inform the design and requirements for the project and the platform. The interviews are subject to continuation based on the needs of the parties. The communication plan will establish the regular meetings between parties throughout the duration of the project.

1.2. Define Usership, Conduct User Research - 6 Weeks

- d. The Defining Usership and User Research period will include articulation of plans for how users will use the platform from a high-level and a detailed user-experience. The high-level usership and detailed user-experience will be defined, agreed to by both parties, and included as part of the Scope and Platform Concept.

1.3. Gather Feature Requirements - 6 Weeks

- e. The Gathering of Feature Requirements period will occur during the Research and Discovery periods and lead to the Finalization of the Scope and Platform Concept. The Feature Requirements will be gathered throughout the process of Scope & Goal Setting, Stakeholder Interviews, and User Research. The Feature Requirements will inform the Finalization of the Scope and Platform

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Concept. At the end of this period, the Feature Requirements for the platform will be articulated in full.

1.4. Finalize Scope & Platform Concept - 5 Weeks

- f. The Scope & Platform Concept Finalization period will codify the findings from the Research and Discovery periods. The Scope of development and the Platform Concept will be finalized. This period will segue into the conclusion of the Design period. At the end of this period, the Scope & Platform Concept will be finalized.

1.5. Feature Requirements Finalization - 6 Weeks

- g. The Feature Requirements Finalization period will inform the Technical Specification, Architectural Design period. As soon as the Feature Requirements are finalized following the Research and Discovery periods, the Technical Specification, Architectural Design period may begin.

1.6. High Level Design & Flow Charts - 6 Weeks

- h. The High Level Design & Flow Charts period will include communication between parties to establish and produce design for diagrams that illustrate platform functionality. This period will inform the Technical Specification, Architectural Design and the conclusion of the Design Period.

1.7. Technical Specification, Architectural Design - 7 Weeks

- i. The Technical Specification, Architectural Design period will include the articulation of various technologies to be utilized in the Platform as well as the orchestration of each technology and service. This period will lead to the Delivery of Design for the platform. The articulated details will inform platform Development Setup and Beta Development.

1.8. Delivery of Design - 2 Weeks

- j. The Design Delivery period will conclude with the platform design articulated in full. Upon completion of this period, the Development Setup period may begin. The Delivery of Design will be agreed to by both parties. Subject to completion upon agreement of specifications.

2. Development Setup

- a. During the Development Setup period, the Development Setup Kickoff Meeting will occur and the Staging, Production, and QA Environments will be set up for Platform Beta Development. The purpose of this period is to create separate environments for each stage of development and to establish early on a process of releasing updates to the Platform.

2.1. Development Setup Kickoff & Kickoff Meeting - 3 Weeks

- b. The Development Setup Kickoff & Kickoff Meeting will mark the beginning of the Development Setup period. The Setup Kickoff will conclude with an outlined

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plan for setup of Staging, Production, and QA Environments of the Platform and Beta Development and other miscellaneous development setup tasks.

2.2. Staging Environment Setup - 4 Weeks

- c. The Staging Environment Setup period will occur concurrently with the QA Environment and Production Environment Setup periods. The Staging Environment will be used during the development of the Platform.

2.3. Production Environment Setup - 4 Weeks

- d. The Production Environment Setup period will occur concurrently with the Staging Environment and QA Environment Setup periods. The Production Environment will be used during the development of the Platform to simulate the process of new releases into production.

2.4. QA Environment Setup - 4 Weeks

- e. The QA Environment Setup period will occur concurrently with the Staging Environment and Production Environment Setup periods. The QA Environment will enable platform Quality Assurance testing.

3. Beta Development

- a. The Beta Development period will include Sprint Planning; User Profile; Authentication and Security; Implement Database Schema; Implement Front End UI Designs; Development of Front End Functionality; Development of Back End Cloud Architecture; Test Database, UX; and QA Testing, Bug Fixing.

3.1. Sprint Planning - 7 Weeks

- b. The Sprint Planning period will include planning of the Sprint Cycles for the development process. This includes regular meetings between Stakeholders to ensure that the product is progressing as desired.

3.2. User Profile Authentication and Security - 6 Weeks

- c. The User Profile Authentication and Security period includes specification and implementation of user security protocols and multi-factor authentication. User data will be encrypted at REST and client server communication will be conducted through a secure channel.

3.3. Implementation of Database Schema - 6 Weeks

- d. The Implementation of Database Schema period will include structuring the schema in such a way that the performance of the Platform is optimized for users while still providing easy aggregation and cleaning of data to be used in Analytics.

3.4. Implementation of Front End UI Designs - 9 Weeks

- e. The Implementation of Front End UI Designs period includes development of the platform user interface based on the designs finalized in 1.9.

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Date 9.9.19

3.5. Development of Front End Functionality - 9 Weeks

- f. The Development of Front End Functionality period will extend upon 3.2 and connect UI components to backend services as well as enhance the user experience with animated and responsive features.

3.6. Development of Back End Architecture - 9 Weeks

- g. The Development of Back End Architecture period will include developing the RESTful API to service clients, as well as containerization of each service into a micro service architecture to ensure services are fine-grained and the protocols are lightweight.

3.7. Database and UX Test - 5 Weeks

- h. The Database and User Experience Test period will include populating the database with thousands of dummy users to simulate the user experience at scale.

3.8. QA Testing, Bug Fixing - 5 Weeks

- i. The QA Testing and Bug Fixing period will ensure that the product is up to the standards outlined in the app. This period will extensively test the Platform to ensure it meets quality requirements for a soft launch.

4. Beta Testing/Soft Launch

The Beta Testing/Soft Launch period will include a real-world test with NH students. The main goal of this launch is to communicate with a subset of the student population and ensure the Platform works with the intended users. This period will include Establish Testing Objectives; Define Soft Launch Plan; Execute Soft Launch; Measure Soft Launch Results; and Iteration of Feature Requirements.

4.1. Establishment of Testing Objectives - 4 Weeks

- a. The Establish Testing Objectives period will define the goals of the soft launch. This will include communication between parties to establish analytical goals of the program.

4.2. Define Soft Launch Plan - 5 Weeks

- b. The Define Soft Launch Plan period will outline the steps to be taken for the launch to be successful. This will include coordinating with schools/students to test with, and the DOE for test requirements.

4.3. Execute Soft Launch - 4 Weeks

- c. The Execute Soft Launch period will include launch of the Platform onto the App Store and Google Play marketplaces as well as download and use by initial test users for the Platform.

4.4. Measure Soft Launch Results - 3 Weeks

- d. The Measure Soft Launch Results period will include a conclusion of results following the Soft Launch Period, during which insights will be gathered for iteration of platform feature requirements.

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4.5. Iteration of Feature Requirements - 4 Weeks

- e. The Iteration of Feature Requirements period will conclude with improved platform features that have been iterated following the soft launch testing period. Technical Specification may be revisited during this period.

5. Development of Platform to Production

- a. The Development of Platform to Production period will occur following the soft launch of the Platform and analysis of the results. The plan for launching the Platform into production will be finalized. This process will include refactoring and revising features guided by user feedback, as well as extensive testing of functionality and performance to ensure a seamless user experience. Once the Platform has demonstrated proper functionality, the cloud infrastructure will be scaled up to handle the load of thousands of simultaneous users and be tested to ensure high availability and fault tolerance. This period will include Sprint Planning; Revision of Features; QA Testing and Bug Fixing; Implementation of Cloud Architecture for Scale; Test Load Balancing and Scalability; and Projection of Server Usage and Costs.

5.1. Sprint Planning - 4 Weeks

- b. The Sprint Planning period will occur prior to beginning the final stages of the development process. The product backlog of items to be completed and break down of the development schedule will be created and sectioned into two-week sprints.

5.2. Revision of Features - 5 Weeks

- c. The Revision of Features period will occur following the completion of soft launch and beta testing. During this period NextStep LLC will, guided by user feedback, improve upon and expand the functionality of the Platform and many of its features. These can include but are not limited to design changes, performance improvements, feature enhancements, and refactoring certain areas of the code base.

5.3. QA Testing and Bug Fixing - 6 Weeks

- d. The QA Testing and Bug Fixing period will include manual and automated testing conducted. This period will occur simultaneously with the development process to verify the functionality of the platform and inform NextStep LLC of any quality measures that need to be addressed, as well as confirm adherence to high quality development standards.

5.4. Implementation of Cloud Architecture for Scale - 5 Weeks

- e. The Implementation of Cloud Architecture for Scale period will occur during the development process. The cloud infrastructure and usage will be kept to a minimum during the development period to reduce server costs. As NextStep LLC prepares to launch the software platform into production, cloud technologies such as load balancers and auto scaling groups will be implemented as part of an

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orchestrated elastic container service in AWS in order to handle the high-expected usage of the platform.

5.5. Testing of Load Balance and Scalability - 3 Weeks

- f. The Testing of Load Balance and Scalability period will include continuous testing of the cloud infrastructure and scalability of the platform. This is an essential part of the process to ensure high availability and fault tolerance of our servers. This period will include frequent stress tests and the implementation of “Blue/Green” upgrades.

5.6. Projection of Server Usage and Costs - 3 Weeks

- g. The Projection of Server Usage and Costs period will be important to estimate future maintenance and/or licensing costs for long-term continuity of the platform.

6. Final Testing

- a. The Final Testing period will include final preparations that will partially coincide with and follow the development of the Platform into production. NextStep LLC will rigorously test the Platform for performance and functionality and apply final changes if necessary while preparing for the responsive defect management process needed for Platforms at this scale. Advice and guidance from cloud solutions architects and other industry experts is imperative to assuring this process and a seamless launch of the Platform into production is achieved. This period will include Final QA Testing; Consultations with Industry Experts to Prepare for Launch; and Finalization of Defect Management and Remediation Process.

6.1. Final QA Testing - 3 Weeks

- b. During the Final QA Testing period, no new features will be implemented and bug fixing will be the priority. The goal of this period is to ensure the Platform is stable for launch.

6.2. Consultations with Industry Experts to Prepare for Launch - 4 Weeks

- c. The Consultations with Industry Experts to Prepare for Launch period will include consultations with Industry Experts including cloud solutions architects and veteran Development Operations engineers who can share valuable knowledge and insights to the process of creating highly available and scalable Platforms on a consulting basis. NextStep LLC will coordinate such meetings and apply this knowledge while preparing for the Platform for launching to production.

6.3. Finalization of Defect Management and Remediation Process - 5 Weeks

- d. The Finalization of Defect Management and Remediation Process period will conclude with an effective defect management and remediation process. Defects can and will occur with any software Platform, and it is imperative for such issues to be identified and mitigated as fast as possible to assure the best possible user

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experience. This period will be spent preparing for such events and defining the processes NextStep LLC will implement to achieve this standard.

7. Product Launch and Execution

- a. The Product Launch and Execution period will include: Coordination with Stakeholders and Finalization of Launch Plans; Develop Support Documentation, Make Easily Accessible; Develop Plan for Tracking User Behavior and Key Metrics; Privacy Policy and Terms of Service (Ensure FERPA Compliance); and Product Launch.

7.1. Coordinate with Stakeholders and Finalize Launch Plans - 4 Weeks

- b. The Coordinate with Stakeholders and Finalize Launch Plans period will conclude with established plans for Platform launch. This period will include face-to-face meetings.

7.2. Develop Support Documentation, Make Easily Accessible - 4 Weeks

- c. During the Develop Support Documentation, Make Easily Accessible period development documentation will be created. As software projects grow and evolve, new engineers become involved with the development process. Documentation and support for their onboarding is essential for maximizing project efficiency and effectiveness. Prior to launch, NextStep LLC will create this documentation in an easily accessible and understandable way, and will update it as the platform changes.

7.3. Develop Plan for Tracking User Behavior and Key Metrics - 3 Weeks

- d. The goal for the Develop Plan for Tracking User Behavior and Key Metrics period will be to optimize user experience to increase the likelihood of product satisfaction. Developing a plan to track user behavior and engagement with the platform is essential to gathering valuable insight into how the platform can be optimized to fit the customers' needs. This period will be devoted to finalizing this process and examining the metrics that will be used to measure user satisfaction.

7.4. Privacy Policy and Terms of Service (Ensure FERPA Compliance) - 3 Weeks

- e. The Privacy Policy and Terms of Service will be executed by the NH DOE. Both parties will collaborate to ensure proper user access to Privacy Policy and Terms of Service. This period will enable Product Launch.

7.5. Product Launch - 3 Weeks

- f. The Product Launch period will conclude with the Platform launched into production.

8. Marketing and Advertising

- a. The Marketing and Advertising period will begin during Phase One following the Delivery of Design and continue until the conclusion of the contract. This period

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will include Partnership Identification; Development of Marketing & PR Plan; Partnership Articulation & Solidification; and Execution of Marketing & PR Plan.

8.1. Partnership Identification - 12 Weeks

- b. The Partnership Identification period will begin during Phase One and continue into Phase Two. During this period, potential Partners will be identified and prospected. This period will lead to the Development of Marketing & PR Plan and Partnership Articulation & Solidification.

8.2. Development of Marketing & PR Plan - 12 Weeks

- c. The Development of Marketing & PR Plan period will begin during Phase Two and occur during both the Partnership Identification and Partnership Articulation & Solidification periods. The plan will include provisions for product branding, target audience identification, marketing plan development, media strategy, the creation of public relations materials, organic and paid social media advertising, organic and paid search advertising, in-person promotional speaking engagements and promotional content creation. Any Partnership Identification will be included in this plan development cost.

8.3. Partnership Articulation & Solidification - 12 Weeks

- d. The Partnership Articulation & Solidification period will conclude with established promotional partners.

8.4. Execution of Marketing & PR Plan - 24 Weeks

- e. The Execution of Marketing & PR Plan period will occur concurrently to Development of Platform to Production. This period will occur from the beginning of Phase Three until the end of Phase Four. Any and all Partnership Articulation & Solidification will be included in this cost.

9. Maintenance and Support

- a. The Maintenance and Support period will include bug fixing and DevOps maintenance of the servers to ensure continuity of the Platform. Tasks included are: Execute Defect Management Process to ensure seamless User Experience; Review Launch Outcomes & Develop a Plan to Improve Launch of Future Updates; Provide Included Maintenance and Support for 3 Months beyond Month 12 Product Launch (Item 7.5).

9.1. Review Launch Outcomes & Develop a Plan to Improve Launch of Future Updates - 12 Weeks

- b. The Review Launch Outcomes & Develop a Plan to Improve Launch of Future Updates period will include a comprehensive analysis of all the feedback given by users and stakeholders following the launch of the platform. This will inform NextStep LLC on how to proceed with future updates to the platform in order to optimize user experience and meet desired stakeholder outcomes.

9.2. Provide Maintenance and Support, Execute Defect Management Process - 24 Weeks

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- c. This period, Provide Maintenance and Support, Execute Defect Management Process will continue for 3 Months beyond Month 12, following the completion of this contract, to ensure platform integrity and functionality for NH Students into the future. Additional follow-on maintenance and support will be provided subject to maintenance/licensing fee payment by NH DOE.

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EXHIBIT B
Budget

<u>Item</u>	<u>Description</u>	<u>Total Expense</u>
Product Development and Launch	Based on approved product design and implementation timeline. Services to include planning and review meetings, design services, programming and coding, as well as all associated expenses for platform development.	\$180,000.00
Product Marketing and Advertising	Provisions for the following: product branding, target audience identification, marketing plan development, media strategy and the creation of public relations materials, organic and paid social media advertising, organic and paid search advertising, and promotional content creation.	\$50,000.00
Project Contingency	Provisions for project expenses that may be used for Product Development and Launch costs, Product Marketing and Advertising costs, or other costs.	\$20,000.00
<hr/>		
		<u>Total</u> <u>\$250,000.00</u>
<hr/>		

Limitation on Price: This Contract will not exceed \$250,000.00

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Source of Funding: Funding for this contract is 100% Private Local Funds from the account titled Positive Student Outcomes, as follows:

06-56-56-562010-19660000-102-500731	<u>FY'20</u>	<u>FY'21</u>
Private Local Funds	\$187,500.00	\$62,500.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th of the following month that is supported by a summary of activities that have taken place in accordance with the terms of the contract. Invoice template to be provided by the Office of Social & Emotional Wellness.

Attn: Kelly Untiet
NH Department of Education
Office of Social & Emotional Wellness
101 Pleasant Street
Concord, NH 03301

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EXHIBIT C

1. Terms of Service

The State of New Hampshire and the Vendor shall develop Terms of Service, including Privacy and Access to Data, Copyright and Branding terms and conditions, and Advertising terms and conditions. This will require approval and sign-off by the State of New Hampshire.

2. Most Favored Pricing

The Contractor represents that the compensation to be paid to the Contractor under this Agreement for the Products distributed by the State for similar Product quantities and like terms and conditions shall be no greater than the compensation paid by any other State or third party involved in similar distribution arrangements. In the event Contractor offers a lower level of compensation to any third party (whether based upon suggested wholesale price or otherwise), the compensation to be paid by the State shall immediately be reduced, effective as of the date of such offer. The State shall have the right, upon reasonable notice and during regular business hours at Contractor's regular location for maintenance of such records, to conduct an audit of the relevant portions of Contractor's books of account to verify compliance with this section of this Agreement. Such audit will be at the State's expense and will be conducted by the State appointed independent agency. All information obtained by the State during any such audit shall be deemed Confidential Information for purposes hereof.

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EXHIBIT D**Contractor Obligations**

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

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Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the 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.

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Exhibit F

Anti-Lobbying

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

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

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

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Exhibit G**Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality****Rights to Inventions Made Under a Contract or Agreement**

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

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State of New Hampshire

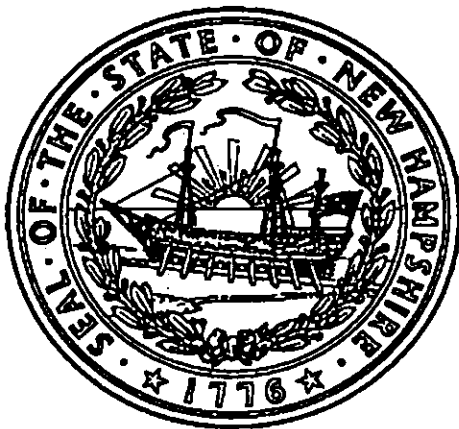
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEXTSTEP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 25, 2017. 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: 766941

Certificate Number: 0004502622



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Rachel Warach, do hereby certify that:

- (1) I am the duly elected clerk of NextStep, LLC.
- (2) The following are true copies of the resolutions duly adopted by written consent of the Board of Directors of the Corporation.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Samuel Warach, President and CEO, is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 4th day of September, 2019.
- (4) Samuel Warach is the duly elected President and CEO of NextStep, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 4th day of September, 2019.



(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On 9/4, 2019, the foregoing instrument was acknowledged before me.

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

My commission expires on:

5/16/22



Notary Public/Justice of the Peace



