



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

April 10, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Career Development, to enter into a **sole source** contact with Awato LLC, New Ipswich, NH (vendor code 312756), in the amount not to exceed \$1,100,000.00, to provide an online career assessment platform for New Hampshire students in adherence to SB276, effective upon Governor and Council approval through June 30, 2024 with the option to extend for two additional extended terms through June 30, 2028. 30% Other Funds, 70% Federal Funds FY20, and 50% Other Funds, 50% Federal Funds FY21-24.

Funds to support this request are available in the following accounts for Fiscal Years 2020 and 2021, and are anticipated to be available in Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council Approval, if needed and justified, as follows:

06-56-56-562010-40280000, Apprenticeship Training

State FY	Class-Account	Class Title	Amount
2020	102-500713	Contracts for Program Svcs	\$40,000

06-56-56-562010-40260000, CTE Voc Ed Perkins

State FY	Class-Account	Class Title	Amount
2020	072-509073	Contracts for Program Svcs	\$80,000
2021	072-509073	Contracts for Program Svcs	\$240,000
2022	072-509073	Contracts for Program Svcs	\$240,000
2023	072-509073	Contracts for Program Svcs	\$250,000
2024	072-509073	Contracts for Program Svcs	\$250,000

EXPLANATION

The Department is requesting a **sole source** contract because, Awato is a leader in personalized assessments and guidance. The New Hampshire based software company has created the first adaptive interest assessment that engages students and assess 325 data points. The Awato Interest Assessment platform was created and is distributed solely by Awato, LLC.

The content and technology that power the platform are Awato intellectual property and protected as a trade secret. The methods used in the platform to identify student interest and ask appropriate follow up questions are unique to Awato's Interest Assessment and are non-obvious. Awato's unique career pathways platform is currently used by regional high schools such as John Stark and Dover, and colleges across the country including Southern New Hampshire University and Central Michigan University.

SB276: Career Readiness Drive to 65 Act, requires all ninth graders to take a career assessment. Contract funds will be used to provide an online student assessment platform in order to meet the stipulations of this legislation. This online platform will provide the following:

- Assess students' career interests through a computer-based, adaptive career assessment tool
- Document school pathways to career readiness credentials
- Advise all users on how to achieve a career ready credential
- Record and track student progress toward a credential
- Showcase pathways to local employment and education opportunities
- Promote, manage, and track work based learning opportunities including pre-apprenticeships and apprenticeships
- Allow for users to access job listings provided directly from employers, as well as uploaded from public job boards by provider
- Unlimited log-in accounts for one annual fee to include training and customer service queries
- Allow for administrative functions such as assigning roles, managing users and viewing student activity
- Allow for administrative reports to be generated, such as on individual student activity and aggregated data from school, district, region and state (based on permissions).

In the event that Other Funds and Federal Funds become no longer available, General Funds will not be requested to fund this project.

Respectfully submitted by,



Frank Edelblut
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

March 9, 2020

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

Dear Commissioner Edelblut:

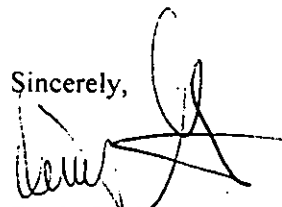
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Sole Source contract with Awato LLC, of New Ipswich, NH (vendor Code 312756) as described below and referenced as DoIT No. 2020-053.

This is a request for approval is to enter into a contract to provide the State of New Hampshire ninth grade students an online career assessment platform. Awato will provide a propriety online platform for the first adaptive interest assessment that engages students and assess 325 data points to provide career readiness guidance to students. This system is needed in order to adhere to SB276: Career Readiness Drive to 65 Act.

The amount of the contract is not to exceed \$1,100,000 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2024.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

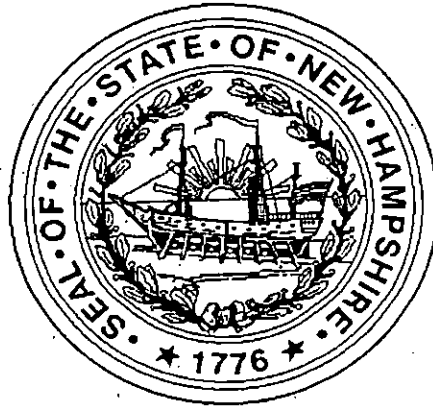
Sincerely,


Denis Goulet

DG/kaf/ck
DoIT #2020-053

cc: Chris Hensel, IT LEAD

"Innovative Technologies Today for New Hampshire's Tomorrow"



STATE OF NEW HAMPSHIRE

Department of Education:

Student Career Assessment Platform:

DOE 2020-053

PART 1

Form P-37 General Provision

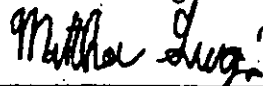
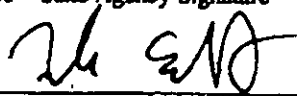
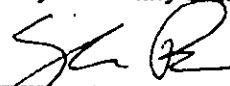
INFORMATION TECHNOLOGY

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**I. IDENTIFICATION.**

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit St, Suite 20 Concord, NH 03301	
1.3 Contractor Name Awaho LLC		1.4 Contractor Address 190 Old Wilton Road New Ipswich, NH 03071	
1.5 Contractor Phone Number 603-769-0563	1.6 Account Number See Exhibit C	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$1,100,000.00
1.9 Contracting Officer for State Agency Eric Frauwrth		1.10 State Agency Telephone Number 603-271-3867	
1.11 Contractor Signature  Date: 3/26/20		1.12 Name and Title of Contractor Signatory Matthew Guruge, CEO	
1.13 State Agency Signature  Date: 3-31-20		1.14 Name and Title of State Agency Signatory 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:  On: 4/1/20 CHRISTOPHER BOND			
1.17 Approval by the Governor and Executive Council (if applicable) 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.

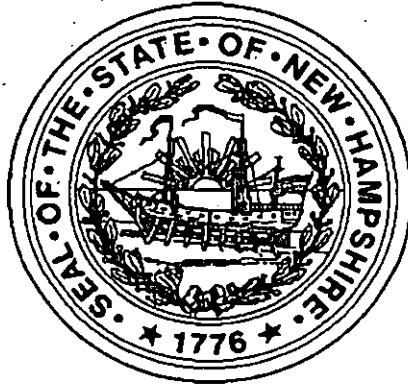
20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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.



STATE OF NEW HAMPSHIRE

**Department of Education:
Student Career Assessment Platform:
DOE 2020-053**

PART 2 INFORMATION TECHNOLOGY

Department of Education
Student Career Assessment Platform
DOE - 2020-053

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Application Vulnerability Scan	The inspection of the potential points of exploit on a computer or network to identify security holes. A vulnerability scan detects and classifies system weaknesses in computers, networks and communications equipment and predicts the effectiveness of countermeasures.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Authorized Persons/Users	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.

State of NH Contract
Date: 3/26/20
Contractor's Initials MC

Department of Education
Student Career Assessment Platform
DOE - 2020-053

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach of Security or Breach	<p>Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.</p> <p>"Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.</p>
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Request/Order or CR	Formal documentation prepared for a proposed changed within the specifications or scope of work requested by either party and approved by both parties that becomes effective only when signed by an authorized representative of both parties.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
Computer Security Incident	"Computer 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.

State of NH Contract

Date: 3/26/20

Contractor's Initials 17 6

Department of Education
Student Career Assessment Platform
DOE - 2020-053

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.

State of NH Contract
Date: 2/26/20
Contractor's Initials MG

Department of Education
Student Career Assessment Platform
DOE - 2020-053

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>

State of NH Contract

Date: 3/26/20

Contractor's Initials MLB

Department of Education
Student Career Assessment Platform
DOE - 2020-053

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.

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Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Non-public	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.

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Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.

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Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified, then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.

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Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All Software provided by the Vendor under the Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.

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Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Education 21 South Fruit St, Suite 20 Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.

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State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.

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User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Education ("State"), and Awato a New Hampshire Corporation, ("Contractor"), having its principal place of business at 190 Old Wilton Rd, New Ipswich, NH 03071.

NH SB276: Career Readiness Drive to 65 Act, requires all New Hampshire 9th graders to complete a career assessment. In support of this legislation, Awato will provide a single platform to:

- Assess students career interests
- Document school pathways to career readiness credentials
- Advise all entering high school students how to achieve a career ready credential upon graduation
- Record and track student progress toward a credential
- Showcase pathways to local employment and education opportunities highlighting ELO certified organizations
- Promote, manage, and track work based learning opportunities including pre-apprenticeships and apprenticeships

RECITALS

Whereas the State desires to have the Contractor provide an online student career assessment tool per SB276 , and associated Services for the State;

Whereas the Contractor wishes to provide: a proprietary hosted online assessment tool customized to fit the needs of New Hampshire students to the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract Agreement 2020-053 is comprised of the following documents:

- A. Part 1 – Form P-37 General Provision
- B. Part 2 – Information Technology Provisions
- C. Part 3 – Exhibits

Exhibit A – Special Provisions

Exhibit 1 - DOE Contractor Obligations

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- Exhibit 2 - DOE Anti-Lobbying
- Exhibit B – Scope of Services
- Exhibit C – Price and Payment Schedule
- Exhibit D – Administrative Services
- Exhibit E – Implementation Services
- Exhibit F – Testing Services
- Exhibit G – Maintenance and Support Services
- Exhibit H – Requirements
- Exhibit I – Work Plan
- Exhibit J – Software Agreement
- Exhibit K – Warranty and Warranty Services
- Exhibit L – Training Services
- Exhibit M – Agency RFP with Addendums, by reference
- Exhibit N – Vendor Quote, by reference
- Exhibit O – Certificates and Attachments

1.2. Order of Precedence

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

- i. P-37 Agreement
- ii. State of New Hampshire, Department of Education Contract Agreement 2020-053, including Parts 2 and 3.
- iii. Vendor Quote to Department of Education 2020-053 Student Career Assessment Platform.

2. CONTRACT TERM

- 2.1.** The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

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- 2.2. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Term may be extended up to Two (2) times, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond 06/30/2028 under the same terms and conditions, subject to approval of the Governor and Executive Council.
- 2.3. The Contractor shall commence work upon issuance of a Notice to Proceed by the State.
- 2.4. The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.
- 2.5. Time is of the essence in the performance of the Contractor's obligation under the Contract.

3. COMPENSATION

3.1. Contract Price

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: Price Limitation. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: Contract Price/Price Limitation/Payment, and Part 3 – Exhibit C: Price and Payment Schedule.

3.2. Non-Exclusive Contract

The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other Contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other Vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its

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obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

4.1. Contractor's Contract Manager

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

Matthew Guruge
190 Old Wilton Rd
New Ipswich, NH 03071
603-769-0563, matt@awato.org

4.2. Contractor's Project Manager

- 4.2.1. The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.
- 4.2.2. The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 – Exhibit I: Work Plan, Section 2: Contractor Roles and Responsibilities. The Contractor's Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project

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Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2 – IT Provisions, Section 4.2: Contract Project Manager, and in Part 2 – IT Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5. Contractor Project Manager is:

Matthew Guruge
190 Old Wilton Rd
New Ipswich, NH 03071
603-769-0563
matt@awato.org

4.3. Contractor's Key Project Staff

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Exhibit H: System Requirements and Deliverables. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2 – IT Provisions, Section 4.6: Background Checks.

4.3.2. The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the

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requirements of the Contract, including but not limited to the requirements set forth in Exhibit H: System Requirements and Deliverables and be subject to reference and background checks described in Part 2 – IT Provisions, Section 4.6: Reference and Background Checks.

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

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

Security lead: Connor Rhoads, 133 Nectaria Way Apt. 209
Manchester, NH 03109, connor@awato.org, 603-731-8727

Design lead: Tyler Hurst, 34 Fox Farm Road, New Ipswich, NH
03071 tyler@awato.org, 603-801-9995

Technology Lead: Jeremie Clark, 4A Mary Jo Lane, Derry, NH,
03038, jeremie@awato.org, 603-325-2777

4.4. State Contract Manager

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

Administrator, Bureau of Career Development
21 South Fruit St, Suite 20
Concord, NH 03301
603-271-3867

4.5. State Project Manager

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

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

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- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Request; and
- g. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

Administrator, Bureau of Career Development
21 South Fruit St, Suite 20
Concord, NH 03301
603-271-3867.

4.6. Reference and Background Checks

- 4.6.1.** The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.
- 4.6.2.** The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 – IT Provisions, Section 11: Use of State's Information, and Confidentiality.

5. DELIVERABLES

5.1. The Contractor's Responsibilities

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

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

5.2. Deliverables and Services

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 – Exhibit B: Scope of Services. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 – Exhibit B: Scope of Services. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

5.4. Software Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 – Exhibit F: Testing Services.

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6. SOFTWARE

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 – Exhibit J: Software Agreement.

7. SERVICES

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

7.1. Administrative Services

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 – Exhibit D: Administrative Services.

7.2. Implementation Services

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 – Exhibit E: Implementation Services.

7.3. Testing Services

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 – Exhibit F: Testing Services.

7.4. Maintenance and Support Services

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Part 3 – Exhibit G: System Maintenance and Support.

7.5. Warranty Services

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Part 3 – Exhibit K: Warranty & Warranty Services.

7.6. Training Services

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 – Exhibit L: Training Services.

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8. WORK PLAN DELIVERABLES

- 8.1. The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.
- 8.2. The initial Work Plan shall be a separate Deliverable and is set forth in Part 3 – Exhibit I: Work Plan. The Contractor shall update the Work Plan as necessary, no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Part 3 – Exhibit I: Work Plan. The updated Part 3 – Exhibit I: Work Plan, as approved by the State, is incorporated herein by reference.
- 8.3. Unless otherwise agreed in writing by the State, changes to the Part 3 – Exhibit I: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.
- 8.4. In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.
- 8.5. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.
- 8.6. Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

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- 9.2. The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.
- 9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. Software Title

- 10.1.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.
- 10.1.2. Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract only within the state of New Hampshire.
- 10.1.3. In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2. States Data and Property

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to

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the State upon demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except:

- a. in the course of Data center operations;
- b. in response to service or technical issues;
- c. as required by the express terms of this Contract; or
- d. at the State's written request.

10.3. Contractor's Materials

10.3.1. Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

10.3.2. Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4. State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site (NH.GOV, etc.), 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

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WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.5. Survival

This Contract Agreement Part 2 – IT Provisions, Section 10: Intellectual Property shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

11.1. Use of State's Information

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2. State Confidential Information

11.2.1. The Contractor shall maintain the Confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

11.2.2. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;
- b. was disclosed to the receiving party on a non-Confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;

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- 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. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

11.2.3. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the 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.

11.2.4. In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3. Contractor Confidential Information

Insofar as the Contractor seeks to maintain the Confidentiality of its Confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The 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: Access to Government Records and Meetings. The State shall maintain the Confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. In the event the State receives a request for the information identified by the Contractor as Confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the 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 the Contractor, without any liability to the Contractor.

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11.4. Survival

This Contract Agreement – Part 2 IT Provisions, Section 11, Use of State's Information, and Confidentiality, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1. State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*.

12.2. States Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

12.3. Survival

This Contract Agreement Part 2 – IT Provisions, Section 12: Limitation of Liability shall survive termination or Contract Conclusion.

12.4. Contractor

Subject to applicable laws and regulations, the Contractor's liability shall not exceed twice the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*.

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13. TERMINATION

13.1. Termination for Default

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

- a. Failure to perform the Services satisfactorily or on Schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract.

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract 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.
- c. 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.
- d. Treat the Contract as Breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising,

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applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

- 13.1.2.** The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2. Termination for Convenience

- 13.2.1.** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Part 3 – Exhibit C: Price and Payment Schedule, of the Contract.

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

13.3. Termination for Conflict of Interest

- 13.3.1.** The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

- 13.3.1.1.** In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other Contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

- 13.3.2.** In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

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13.4. Termination Procedure

13.4.1. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the 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.

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

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of Service suspension or termination, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - i. 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.
 - ii. 30 days after the Effective Date of termination, if the termination is for convenience.
 - iii. 60 days after the Effective Date of termination, if the termination is for cause.
- f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;

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- g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- h. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.4.3. After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its Systems or otherwise in its possession or under its control:

- a. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- b. The Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;
- c. The Contractor shall 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)-approved methods. Certificates of destruction shall be provided to the State; and
- d. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

13.5. Survival

This Contract Agreement – Part 2 – IT Provisions, Section 13: Termination shall survive termination or Contract Conclusion.

14. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

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15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

- 15.1. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an Event of Default at the sole discretion of the State.
- 15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.
- 15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Part 2 – IT Provisions, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

- 16.1. 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.
- 16.2. 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

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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:

- 16.3. 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.

TABLE 16: Dispute Resolution Responsibility and Schedule Table			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Matthew Guruge	Administrator, Bureau of Career Development	Five (5) Business Days
First	Tyler Hurst	Director, Division of Learner Support	Ten (10) Business Days
Second	Jeremie Clark	Commissioner, Department of Education	Fifteen (15) Business Days

17. DOIT GENERAL TERMS AND CONDITIONS

17.1. Computer Use

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"), the Contractor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the 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.

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- 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 the 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 the Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2. Email Use

Mail and other electronic communication messaging Systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email Systems" or "State-funded Email Systems". The Contractor understand and agree that use of email shall follow State standard policy (available upon request).

17.3. Internet/Intranet Use

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

17.4. Regulatory Government Approvals

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

18. GENERAL CONTRACT REQUIREMENTS

18.1. Insurance certificate

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, and name of the individual responsible for the funding of the Contracts and his/her address.

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18.2. Exhibits

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

18.3. Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

18.4. Survival

The terms, conditions and Warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of Part 1, P-37 General Provisions – Section 7: Personnel; Part 1, P-37 General Provisions – Section 13: Indemnification; Part 2 – IT Requirements, Section 10: Intellectual Property; Part 2 – IT Requirements, Section 11: Use of State's Information and Confidentiality; Part 2 – IT Requirements, Section 12: Limitation of Liability; Part 2 – IT Requirements, Section 13: Termination; and Part 3 – Exhibit K: Section 2: Warranty Period which shall all survive the termination of the Contract.

18.5. Force Majeure

18.5.1. Neither the 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.

18.5.2. 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.

18.6. Notices

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 following addresses.

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TABLE 18.6: Notices	
CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
Matthew Guruge	Administrator, Bureau of Career Development
190 Old Wilton Rd	21 South Fruit St, Suite 20
New Ipswich, NH 03071	Concord, NH 03301
603-769-0563	603-271-3867
matl@awato.org	

19. DATA PROTECTION

19.1. Data Protection

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. 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 shall become 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

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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 Proposal for any purpose other than fulfilling the Service.

19.2. Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

19.3. 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 appropriate State Identified Contact immediately if it reasonably believes there has been a security incident.
- 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 24 hours 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.

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19.4. Breach Responsibilities

This section only applies when a Data Breach occurs with respect to personal Data within the possession or control of the Contractor.

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

19.4.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach,
- b. promptly implement necessary remedial measures, in 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 Service, if necessary.

19.4.3. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, 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 — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- e. Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

State of NH Contract

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

19.5. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to the Data of the State. The Contractor shall not respond to subpoenas, Service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

19.6. Access to Security Logs and Reports

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

19.7. Contract Audit

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

19.8. Data Center Audit

The Contractor shall perform an independent audit of its Data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

19.9. Advance Notice

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, System changes) that may impact Service availability and performance. A major upgrade is a replacement of hardware, Software or firmware with a newer or better version in order to bring the System up to date or to improve its characteristics. It usually includes a new version number.

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19.10. Security

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

19.11. Non-Disclosure and Separation of Duties

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

19.12. Responsivities and Uptime Guarantee

The Contractor shall be responsible for the acquisition and operation of all hardware, Software and network support related to the Services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The System shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide Service to customers as defined in the SLA.

19.13. Right to Remove Individuals

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

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STATE OF NEW HAMPSHIRE

Department of Education:

Student Career Assessment Platform:

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PART 3

INFORMATION TECHNOLOGY EXHIBITS

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2/26/26

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT A – SPECIAL PROVISIONS

I. SPECIAL PROVISIONS

Additional DOE Exhibits 1 and 2

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EXHIBIT 1

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Contractor Initials
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Exhibit 2

Anti-Lobbying

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

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

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

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT B – SCOPE OF SERVICES

SB276 requires all incoming 9th graders to complete a career assessment. In order to meet the requirements of this legislation, the Department of Education, Bureau of Career Development will provide an online student career assessment platform to New Hampshire schools.

This goal of the online platform is to meet the requirements of SB276 by providing a means through which New Hampshire students may take an assessment to assist in identifying career interests.

The general scope of the project is to provide an online hosted platform which will:

- Assess students career interests
- Document school pathways to career readiness credentials
- Advise all entering high school students how to achieve a career ready credential upon graduation
- Record and track student progress toward a credential
- Showcase pathways to local employment and education opportunities highlighting ELO certified organizations
- Promote, manage, and track work based learning opportunities including pre-apprenticeships and apprenticeships

1. STATEMENT OF WORK

Awato will provide its adaptive career assessment platform that enables students to type in three activities they do for fun and select two educational preferences. It then asks users questions about their activities and educational preferences, learning from their responses, which prompts appropriate follow up questions. Based on assessment results students will be matched with career and education pathways.

Awato will map New Hampshire's educational opportunities to career paths including extended learning opportunities, apprenticeships, work based learning opportunities, Career Technical Education programs, running start programs, dual enrollment programs, the New Hampshire Career Academy, professional credentials, certificates and degrees.

Students will be able to change their career goals, edit their pathways or retake the assessments for new matches. Awato will show students' progress toward their credentials and goals and enable schools to append the progress to student's transcripts.

Awato will provide a single location for organizations to post apprenticeships and pre-apprenticeships, work based learning opportunities and employment opportunities. Students with related career goals will be recommended appropriate opportunities. Students will be able to apply

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EXHIBIT B – SCOPE OF SERVICES

for those opportunities. They will also be able to track and manage their different opportunities. Organizations will be able to register their opportunities within Awato.

1.1. General Project Assumptions

- a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- b. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Part 3 - Exhibit H: Requirements. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.
- d. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
- e. Pricing for Deliverables set forth in Part 3 - Exhibit C: Price and Payment Schedule. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT B – SCOPE OF SERVICES

2. DELIVERABLES

TABLE 2.: Deliverables		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
9	Testing Plan	Written
11	Deployment Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
15	Documentation of Operational Procedures	Written
CONFIGURATION		
16	Provide Software Licenses if needed	Written
	Configuration	Software
TESTING		
20	Conduct User Acceptance Testing	Non-Software
23	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software

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EXHIBIT B – SCOPE OF SERVICES

SYSTEM DEPLOYMENT		
26	Conduct Training	Non-Software
27	Go Live	Non-Software
28	Provide Documentation	Written
29	Execute Security Plan	Non-Software
OPERATIONS		
30	Ongoing Hosting Support	Non-Software
31	Ongoing Support & Maintenance	Software
32	Conduct Project Exit Meeting	Non-Software

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, 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 activities, Deliverables, or milestones appearing in the Exhibit B, Table 2: Deliverables and payment tables below.

1.2. Services Pricing Worksheet

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

STATE OF NH FISCAL YEAR.	SECTION	INVOICE DATE	EFFECTIVE	PRICE
FY20		Upon G&C Approval	G&C Approval – 6/30/2020	
	Activities, Deliverables, or Milestones			Included
	Software Hosting			\$5,000
	Product Development			\$100,000
	Software License			\$5,000

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

	Training			\$10,000
FY20 Total				\$120,000
FY21		7/1/2020	7/1/2020-6/30/2021	
	Software Hosting			\$50,000
	Software License			\$110,000
	Training			\$40,000
	Support & Maintenance			\$40,000
FY21 Total				\$240,000
FY22		7/1/2021	7/1/2021-6/30/2022	
	Software Hosting			\$50,000
	Software License			\$110,000
	Training			\$40,000
	Support & Maintenance			\$40,000
FY22 Total				\$240,000
FY23		7/1/2022	7/1/2022-6/30/2023	
	Software Hosting			\$60,000

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

	Software License			\$110,000
	Training			\$40,000
	Support & Maintenance			\$40,000
FY23 Total				\$250,000
FY24		7/1/2023	7/1/2023–6/30/2024	
	Software Hosting			\$60,000
	Software License			\$110,000
	Training			\$40,000
	Support & Maintenance			\$40,000
FY24 Total				\$250,000
Contract Total				\$1,100,000

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, 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.

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**PART 3 - INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

Funds to support this request are available in the following accounts for Fiscal Years 2020 and 2021, and are anticipated to be available in Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council Approval, if needed and justified, as follows:

06-56-56-562010-40280000, Apprenticeship Training

State FY	Class-Account	Class Title	Amount
2020	102-500713	Contracts for Program Svcs	\$40,000
2021	102-500713	Contracts for Program Svcs	\$120,000
2022	102-500713	Contracts for Program Svcs	\$120,000
2023	102-500713	Contracts for Program Svcs	\$125,000
2024	102-500713	Contracts for Program Svcs	\$125,000

MG 4/10/20

JK 4/14/20

06-56-56-562010-40260000, CTE Voc Ed Perkins

State FY	Class-Account	Class Title	Amount
2020	072-509073	Contracts for Program Svcs	\$80,000
2021	072-509073	Contracts for Program Svcs	\$120,000 \$240,000
2022	072-509073	Contracts for Program Svcs	\$120,000 \$240,000
2023	072-509073	Contracts for Program Svcs	\$125,000 \$250,000
2024	072-509073	Contracts for Program Svcs	\$125,000 \$250,000

MG 4/10/20

JK 4/14/20

3. 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 reasonable 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.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

4. SHIPPING AND DELIVERY FEE EXEMPTION

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

5. 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.

6. INVOICE ADDRESS

Invoices may be sent to:

New Hampshire Department of Education
Administrator, Bureau of Career Development
21 South Fruit St, Suite 20
Concord, NH 03301

7. 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>

8. 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.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

9. CREDITS

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

10. PROJECT HOLDBACK - Not Applicable (N/A)

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

11. LIQUIDATED DAMAGES

- a. In addition to the rights set forth in Section 9, the State shall have the right to assess Liquidated Damages for each day that there is a Defective or non-performing component of the System as follows:

Class A Deficiency: \$100.00 /day

Class B Deficiency: \$50.00 /day

Class C Deficiency: \$25.00 /day

- b. The state shall send a notice to the Contract by the means set forth in the Contract Agreement Part 2 – Information Technology Provisions – Section 18.6: Notices. Following the date of notice, the Contractor shall have the following time period to cure the Deficiency before Liquidated Damages are assessed:

Class A Deficiency: 48 Hours

Class B Deficiency: 5 Days

Class C Deficiency: 10 Days

- c. The imposition of Liquidated Damages is not a punitive action against the Contractor. The Parties acknowledge that actual damages to the State based on ongoing Deficiencies would be difficult to ascertain and agree that the Liquidated Damages set forth herein are an attempt by the parties to determine a fair assessment of the damages that would be suffered by the State based on a Defect or non-performance of the system.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT D – ADMINISTRATIVE SERVICES

1. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

- a. The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7: Contractor Records Retention.
- b. The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the 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.
- c. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT D – ADMINISTRATIVE SERVICES

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

4. ACCOUNTING REQUIREMENTS

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

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT E – IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

1.1. State Meetings and Reports

1.1.1. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

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

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT E – IMPLEMENTATION SERVICES

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

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities;
- f. Issues and concerns requiring resolution; and
- g. Report and remedies in case of falling behind Schedule.

1.1.4. As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1. Key Components

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

- a. The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- b. The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

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EXHIBIT E – IMPLEMENTATION SERVICES

- c. The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- d. The Contractor shall adopt an Implementation time-line aligned with the State's required time-line.
- e. The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

2.2. Timeline

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

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT F – TESTING SERVICES

The Contractor shall provide the following Products and Services described in Part 3 - Exhibit F: Testing Services, including but not limited to:

1. TESTING AND ACCEPTANCE

- a. The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project.
- b. The Contractor will provide training as necessary to the State staff responsible for test activities.
- c. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.
- d. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.
- e. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, data and System preparation for testing, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.
- f. In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

1.1. Test Planning and Preparation

- 1.1.1. The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

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EXHIBIT F – TESTING SERVICES

- 1.1.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.
- 1.1.3. The State will commence its testing within Ten (10) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.
- 1.1.4. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.
- 1.1.5. The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2. Unit Testing - Not Applicable (N/A)

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

1.3. System Integration Testing - Not Applicable (N/A)

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

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EXHIBIT F – TESTING SERVICES

1.4. Conversion/Migration Validation Testing - Not Applicable (N/A)

In Conversion Validation Testing, target application functions are validated.

1.5. Installation Testing - Not Applicable (N/A)

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

1.6. User Acceptance Testing (UAT)

1.6.1. UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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

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

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

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.

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

1.1. Performance Tuning and Stress Testing - Not Applicable (N/A)

The Contractor shall develop and document hardware and Software configuration and tuning of the software infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project.

1.2. Regression Testing - Not Applicable (N/A)

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the

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modified and related (possibly affected) System components still meet their specified requirements.

1.3. Security Review and Testing - Not Applicable (N/A)

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.

1.4. Penetration Testing (Non-PCI)

The Contractor shall provide Certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party Vendor at least annually, and after every major release.

2. Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

3. System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in Part 2 – Information Technology Provisions, Section 1: Contract Documents, through the Contract end date.

1.1. Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract. The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1. Maintenance Releases

The Contractor shall make available to the State the latest program updates, general Maintenance Releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1. Contractor's Responsibility

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

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

Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State Eight (8) hours per day and Five (5) days a week with an email / telephone response within Twenty Four (24) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within Twenty Four (24) hours of a request;

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

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

3. SUPPORT OBLIGATIONS AND TERM

- 3.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.
- 3.2. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.
- 3.3. For all maintenance service 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);
 - viii. Issue Identified by; and
- 3.4. The Contractor must work with the Department 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.
- 3.5. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 – Information Technology Provisions - Section 13.1: Termination for Default, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

- 3.6. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT H – REQUIREMENTS

1. REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

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EXHIBIT I – WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Fourteen (14) Calendar days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the requirements defined in the RFP and further described in the Contractor's Proposal. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

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

1. ASSUMPTIONS

1.1. General

- a. The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- b. All State tasks must be performed in accordance with the revised Work Plan.
- c. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- d. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

1.2. Project Management

- a. The State shall approve the Project Management Methodology used for the Project.
- b. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

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- c. A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- d. The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.3. Conversions - Not Applicable (N/A)

The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications.

Additionally, the Contractor's Team shall:

- a. Provide the State with Contractor's application Data requirements and examples, of Data mappings, conversion scripts, and Data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
- b. Provide guidance and assistance with the use of the Data loaders and conversion scripts provided.
- c. Lead the Review of functional and technical Specifications.
- d. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

1.4. Project Schedule

Deployment is planned to begin on February 3, 2020, with a planned go-live date of July 1, 2020.

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EXHIBIT I – WORK PLAN

1.5. Reporting

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

1.6. User Training

- a. The Contractor's Team shall lead the development of the end-user training plan.
- b. Train the trainer approach shall be used for the delivery of end-user training.
- c. The State is responsible for the delivery of end-user training.
- d. The State shall Schedule and track attendance on all end-user training classes.

1.7. Performance and Security Measures - Not Applicable (N/A)

- a. The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- b. The State shall work with the Contractor on all testing as set forth in Part 3 -Part 3 - Exhibit F: Testing Services.

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Executive

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

2.2. Contractor's Team Project Manager

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

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- a. Maintain communications with the State's Project Manager;
- b. Work with the State in planning and conducting a kick-off meeting;
- c. Create and maintain the Work Plan;
- d. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- e. Define roles and responsibilities of all the Contractor Team members;
- f. Provide biweekly and monthly update progress reports to the State Project Manager;
- g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- h. Review task progress for time, quality, and accuracy in order to achieve progress;
- i. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- k. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- l. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager;
- m. Manage handoff to the Contractor operational staff;
- n. Manage Transition Services as needed.

2.3. Contractor's Team Analysis

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

- a. Construct and confirm application test case scenarios;
- b. Produce application configuration definitions and configure the applications;
- c. Conduct testing of the configured application;
- d. Produce functional Specifications for extensions, conversions, and interfaces;

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- e. Assist the State in the testing of extensions, conversions, and interfaces;
- f. Assist the State in execution of the State's Acceptance Test;
- g. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- h. Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- i. Assist with the transition to production.

2.4. Contractor's Team Tasks

The Contractor team shall assume the following tasks:

- a. Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- b. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- c. Development and Documentation of installation procedures;
- d. System Integration Testing.

3. STATE ROLES AND RESPONSIBILITIES

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

3.1. State Project Manager

The State Project Manager shall work side-by-side with the Contractor's Project Manager. The role of the State Project Manager is to manage State resources (If any), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

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

3.2. State Subject Matter Expert(s) (SME)

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

- a. Be the key user and contact for their Agency or Department;
- b. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- c. Assist in validating and documenting user requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in constructing test scripts and Data;
- f. Assist in System Integration, and Acceptance Testing;
- g. Assist in performing conversion and integration testing and Data Verification;

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- b. Attend Project meetings when requested; and
- i. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.

3.3. State Technical Lead and Architect

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

- a. Attend technical training as necessary to support the Project;
- b. Assist the State and the Contractor's Team Project Managers to establish the detailed Work Plan;
- c. Manage the day-to-day activities of the State's technical resources assigned to the Project;
- d. Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- e. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- f. Represent the technical efforts of the State at biweekly Project meetings.

3.4. State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- a. Coordinating the development of System, integration, performance, and Acceptance Test plans;
- b. Coordinating System, integration, performance, and Acceptance Tests;
- c. Chairing test Review meetings;
- d. Coordinating the State's team and external third parties involvement in testing;
- e. Ensuring that proposed process changes are considered by process owners;
- f. Establish priorities of Deficiencies requiring resolution; and

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- g. Tracking Deficiencies through resolution.

4. PRELIMINARY WORK PLAN

The following table provides the preliminary agreed upon Work Plan for the Contract. The Contractor and the State shall revise project start dates upon G&C approval.

TABLE 4: High Level Preliminary NH Project Plan			
<u>TASK NAME</u>	<u>DURATION</u> <u>(Weeks)</u>	<u>ESTIMATED</u> <u>START</u>	<u>FINISH</u>
Make changes to userflow and content to improve K12 student engagement	6	Feb-20-2020	Mar-23-2020
Generate Training Documents	4	Feb-20-2020	Mar-09-2020
Develop Implementation Plans	4	Mar-09-2020	Apr-06-2020
Complete regional career + credential content library structure	4	Mar-23-2020	Apr-20-2020
Path Editing and Progress Tracking	6	Apr-20-2020	Jun-01-2020
Display Regional Education Opportunities	3	Jun-01-2020	Jun-22-2020
Multi-tiered program support	3	Jun-22-2020	Jul-13-2020
Opportunity Posting, Student opportunity application and management	6	Jul-13-2020	Aug-24-2020

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT K – WARRANTY & WARRANTY SERVICES

1. WARRANTIES

1.1. System

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

1.2. Software

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

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

1.3. Non-Infringement

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

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1.4. Viruses; Destructive Programming

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

1.5. Compatibility

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

1.6. Services

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

2. WARRANTY PERIOD

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

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Department of Education
Student Career Assessment Platform
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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT L – TRAINING SERVICES

a. TRAINING SERVICES

Awato will provide extensive training to administrators throughout the state. Awato will compile a full team of educators and technologists to provide both technical and implementation training throughout the state beginning in December.

Awato will train under a train the trainer model. Awato Features and Services: The DOE will provide a list of stakeholders with their emails.

Requirement	Sub Elements
A. Branding 1. Digital Trainings	<ul style="list-style-type: none">○ Awato will do live digital trainings that will be recorded for technical set up○ Awato will do live digital trainings that will be recorded implementation and administrative use○ Digital recordings will be distributed via email to all administrators on list of stakeholders provided by the DOE

Requirement	Sub Elements
A. Regional in Person Trainings 1. Regional in Person Trainings	<ul style="list-style-type: none">○ Awato will conduct at least 1 in person training session in each of the 7 regions of the state: Great North Woods, White Mountains, Lakes Region, Dartmouth, Merrimack Valley, Seacoast and Monadnock○ Awato will coordinate a location and ensure everyone member within the region on the DOE list of stakeholders receives an email at least 1 week in advance of the training○ During trainings, stakeholders will be able to ask questions and receive one on one guidance

Department of Education
Student Career Assessment Platform
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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT L – TRAINING SERVICES

Requirement	Sub Elements
A. Monthly Status Reports 1. Monthly Status Reports	<ul style="list-style-type: none">○ Awato will provide monthly status reports that include progress on the work plan, deliverable status, accomplishments during the weeks reported, planned activities for the next 2, 2 week periods, future activities, issues and concerns, report and remedies for any scheduled delays and user collected feedback

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Department of Education
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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT M – AGENCY RFP WITH ADDENDUMS, BY REFERENCE

1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract.

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Department of Education
Student Career Assessment Platform
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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT N – VENDOR PROPOSAL, BY REFERENCE

1. VENDOR QUOTE, BY REFERENCE

Quote January 29, 2020 is hereby incorporated and referenced as fully set forth herein

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Department of Education
Student Career Assessment Platform
DOE -2020-053

PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT O - CERTIFICATES AND ATTACHMENTS

1. CERTIFICATES AND ATTACHMENTS

- a. Exhibit H Requirements – Attachment 1
- b. Vendor License Agreement and Service Level Agreement– Attachment 2
- c. Vendor Quote
- d. Contractor's Certificate of Good Standing
- e. Contractor's Certificate of Vote/Authority
- f. Contractor's Certificate of Insurance

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a. Exhibit H Requirement - Attachment 1

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
REQUIREMENTS- OPPORTUNITY MAPPING					
B1.1	Awato will map all of the CTE programs offered in the state of NH	M	Yes	Standard	Awato will identify all CTE programs in the state of NH and input them into the DOE instance of Awato
B1.2	Awato will map the NH Community College System's programs including certificates, associates, running start programs, New Hampshire Career Academy programs and dual enrollment programs	M	Yes	Standard	Awato will identify all NH community college programs and input them into the DOE instance of Awato
B1.3	Awato will map the University system programs including dual enrollment programs, certificates, associates, and bachelors degrees	M	Yes	Standard	Awato will identify all NH university system programs including dual enrollment, certificates, associates and bachelor degrees and input them into the DOE instance of Awato
B1.4	Awato will ensure that Professional Certificate Mapping is updated annually	M	Yes	Standard	Awato will annually revise and update all of its professional certificates
REQUIREMENTS- ADAPTIVE CAREER ASSESSMENT AND MATCHING					
B2.1	Adaptive Interest Assessment	M	Yes	Standard	Awato provides its adaptive interest assessment that asks appropriate follow up questions based on previous responses.
B2.1.a	Student interface enables students to take Awato's personalized interest assessment based on Person Object Theory of interest. The assessment asks students to enter three activities they do in their free time	M	Yes	Standard	Students are able to navigate to the interest assessment
B2.1.b	The system then asks appropriate follow up questions, determining the next question based on previous responses	M	Yes	Standard	Awato's interest assessment identifies appropriate follow up questions and prompts the user with them
B2.2	Supplemental Assessments	M	Yes	Standard	Students are able to navigate to Inclinations, Values, 16 Types, and Social assessments
B2.2.a	The assessment page will also include an Inclinations assessment based on The Theory of Multiple Intelligences, a values assessment based on Job Characteristic Theory, a 16 types an assessment based on the Myers Briggs theory and a social assessment based on Gardener's theory of Emotional Intelligences	M	Yes	Standard	On the assessment page students are able to access the Inclinations assessment, values assessment, 16 types assessment and emotional intelligences assessment
B2.3	Assessment Results	M	Yes	Standard	Upon completion of the assessments, students get access to their results
B2.3.a	Upon completion of each assessment students will be able to access their assessment results	M	Yes	Standard	Upon completion of the assessments, students get access to their results by clicking on the expand button on the assessments page
B2.3.b	Students are able to retake each assessment	M	Yes	Standard	Students can retake any of the assessments by clicking the retake assessment button
B2.4	Career and Education Exploration	M	Yes	Standard	Students are able to explore all of the careers and education programs in Awato
B2.4.a	Students will be able to explore all of Awato's supported careers and education offerings mapped within Awato	M	Yes	Standard	Within the explore page, students will be able to learn about all of the careers mapped within Awato
B2.4.b	Each career will include regional Bureau of Labor data, job descriptions, day in the life, work environment, skills, and industry	M	Yes	Standard	Each career in Awato includes regional BLS data, job descriptions, day in the life, work environment, skills and industry
B2.4.c	All education offerings will include description, skills and connections to relevant careers	M	Yes	Standard	All education programs in Awato include description, skills and connections to relevant careers
B2.4.d	Students will be able to favorite education and careers they prefer and store them in a favorite section	M	Yes	Standard	Students are able to favorite career and degrees they are interested in and have them saved to the favorites section
REQUIREMENTS- FLEXIBLE PATHWAYS AND GOAL					

B3.1	Career Goal Identification	M	No	Future	Students will be able to select a career goal
B3.1.a	Students will be able to select a career goal	M	No	Future	Students will be able to identify their career goals
B3.1.b	The students will be able to change their career goal by editing their selection	M	No	Future	Students will be able to change their career goal selection
B3.1.c	Every career goal will showcase a series of steps to the career including at least one relevant credential	M	Yes	Standard	Every career goal will include a pathway with at least one relevant credential
B3.2	Pathways with Credentials	M	Yes	Standard	Awato provides pathways that show how a student can pursue careers and credentials
B3.2.a	Students will be able to substitute steps along their recommend pathway	M	Yes	Standard	Students will be able to substitute different steps along their pathway
B3.3	Employer Connections	M	Yes	Standard	Awato provides employer connections
B3.3.a	Students will be able to see and connect with regional employers offering WBL experiences	M	No	Future	Students will be able to connect to regional employers and their WBL offerings
B3.4	Education Connections	M	No	Future	Students will be to connect with education providers
B3.4.a	Students will be able to see the NH university and community college systems' programs that relate to their path steps	M	No	Future	Students will be able to see the NH university and community college programs that relate to their path steps
B3.4.b	Students may be able to see programs offered by non-NH universities and community colleges	M	No	Future	Awato may include offerings from non-NH universities and community colleges for students to explore
B3.5	Pathway Report	M	No	Future	Awato will include a pathways report
B3.5.a	School administrator will be able to export a students' pathway and steps	M	No	Future	Admins will be able to export a report of a students pathway and steps
REQUIREMENTS-APPRENTICESHIP, WORK BASED LEARNING, AND EMPLOYMENT					
B4.1	Opportunity Board	M	Yes	Standard	Awato includes an opportunity board
B4.1.a	Students will be able to navigate to an employer opportunity board that displays local WBL opportunities, Extended Learning Opportunities (ELOs) apprenticeships, internships, and job shadows	M	No	Future	Students will be able to navigate the opportunity board and ELOS, apprenticeships, internships and job shadows
B4.2	Opportunity Management	M	No	Future	Employers will be able to manage their opportunities
B4.2.a	Students will be able to apply to any opportunity or receive instructions on how to apply to the opportunity	M	No	Future	Students will be able to apply to any opportunity or receive text instructions on how to apply to the opportunity
B4.2.b	Students will be able to track which opportunities they have applied to	M	No	Future	Students will be able to see which opportunities they've applied to
B4.2.c	Students will be able to save opportunities they are interested in and follow specific employers they are interested in	M	Yes	Standard	Students are able to mark opportunities and employers they prefer and come back to them while they are still active in the system
B4.3	Organization Login	M	Yes	Standard	Employers are able to create accounts
B4.3.a	Organizations will be able to create their own accounts	M	Yes	Standard	Employers are able to create accounts within Awato
B4.3.b	Organizations will be able to post opportunities	M	Yes	Standard	Employers are able to post opportunities from their accounts
B4.3.c	Organizations will be able to track and connect with applicants	M	Yes	Standard	Employers are able to track the applicants that apply and connect with them via email
B4.4	Other Job Postings	M	Yes	Standard	Awato includes other jobs boards feeds as permitted by their terms of service
B4.4.a	Awato will support job postings from other jobs boards as permitted by those jobs boards	M	Yes	Standard	Awato will include the feeds from other jobs boards as permitted by their terms of service
REQUIREMENTS-BRANDING AND ADMINISTRATIVE ACCESS					
B5.1	DOE Branding	M	Yes	Standard	Awato will incorporate DOE's logo and colors into the platform
B5.1.a	The Awato platform will be branded with NH DOE's choice of color scheme and logo	M	Yes	Standard	NH DOE will specify two colors that will be used throughout the application

B5.1.b	The Awato platform will be hosted on a specific NH DOE subdomain	M	Yes	Standard	NH DOE's instance of Awato will be hosted on their specific subdomain
B5.2	High School Branding	M	No	Future	Awato will provide branding for High schools
B5.2.a	Each High School will have its own subdomain, based on a system identification	M	No	Future	Awato will work with DOE to create a naming system and use that system to create subdomains for each high schools
B5.2.b	Each High school will be able to set a logo that will be displayed on their subdomain	M	Yes	Standard	Each high school will be able to set their logo for their subdomain in the program settings
B5.3	Program Level Access	M	No	Future	Awato provides program level access
B5.3.a	NH DOE officials will have administrative access to view student records from all schools and districts	M	No	Future	NH DOE officials will have access to an admin view where they can view student reports from all schools and districts
B5.3.b	District administrators will have access to view student records from all of the schools within their districts	M	No	Future	District admins will have access to an admin view where they can view student reports from all schools in their districts
B5.3.c	School administrators, staff and teachers will have access to student records from their school	M	Yes	Standard	School admins, staff and teachers have access to an admin view where they can access student record from their schools
B5.4	Administrative Functions	M	Yes	Standard	Awato includes administrative functions
B4.5.a	Administrators will be able to assign users roles, manage users, view student activity, change program settings and create reports	M	Yes	Standard	Admins can assign users roles, manage users, view student activity, change program settings and create reports
B4.5.b	Administrators are able to create custom groups to easily assign and report on groups of students	M	Yes	Standard	Admins are able to create custom groups, assign students to those groups and run reports on those groups
B5.5	Administrative Reports	M	Yes	Standard	Awato provides administrative reports
B5.5.a	Administrators can view individual reports of student activity including assessments taken, assessment results, career and degree matches, career goal, pathway steps, pathways completed and progress on a pathway	M	Yes	Standard	Admins can view individual reports of student activity including assessment taken, assessment results, career and degree matches, career goal, pathways steps, actions marked completed and progress on the pathway
B5.5.b	Administrators can create and export reports of student activity	M	Yes	Standard	Admins can create and export reports of student activity by creating a view and downloading it
REQUIREMENTS-UNLIMITED ACCESS FOR NH HIGH SCHOOLS					
B6.1	Statewide Access	M	No	Future	There will be statewide access for Awato
B6.1.a	The Awato platform will be provided throughout the state of NH to all NH high schools and middle schools, their teachers and administrators, all DOE officials and state IT officials	M	No	Future	Awato will provide the DOE platform throughout the state of NH to all NH high schools and middle schools, their teachers and admins and all DOE officials as well as state officials
REQUIREMENTS-HOSTING AND SUPPORT					
B7.1	Hosting	M	Yes	Standard	Awato provides hosting for its application
B7.1.a	Awato will host and manage the application including all subdomains	M	Yes	Standard	Awato will host and manage the application including all subdomains
B7.1.b	A separate Service Level Agreement backs up the hosting of the application at 99.99% uptime	M	Yes	Standard	Awato will provide a separate SLA that backs 99.99% uptime
B7.2	Maintenance	M	Yes	Standard	Awato provides maintenance
B7.2.a	Awato will provide maintenance to the application including continuous updates that will cover bug fixes, content updates, and product enhancements	M	Yes	Standard	Awato will provide maintenance to the application including continuous updates that will cover bug fixes, content updates and product enhancements through server side updates
B7.3	Support	M	Yes	Standard	Awato provides support

B7.3.a	All administrators will be able to call an account executive at Awato during business hours	M	Yes	Standard	All admins will be able to call an account executive at Awato during business hours
B7.3.b	All administrators will be able to email an Awato account executive at any time and will receive a response within 24 hours	M	Yes	Standard	All admins will be able to email Awato and receive an email from an account executive within 24 hours
B7.3.c	All students will be able to use the in app support module to troubleshoot problems and open support tickets	M	Yes	Standard	All students will have access to an in app support module to troubleshoot problems, find articles and open support tickets

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Awato has a JSON API that backs our web application. It is constructed in a standard JSON-over-HTTPS, but it is largely intended to be used by an authenticated web client rather than an individual or script for accessing data. We also support exporting much of a client's data to a CSV file through the web portal.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	All of a client's data is available for export to a CSV file, through the web portal or at the request of a client. Data used to power the platform, such as career pathing data and the Awato interests inventory, is company proprietary and not provided to clients. Employment and salary information are drawn from Bureau of Labor Statistics Occupational Employment Statistics reports.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS3
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	The application runs on a security-hardened host operating system, with self-published and trusted third-party guest application images explicitly requested by deployment configurations. Container images are scanned for malware and registered with security software before running in production is authorized. Application images that need to access sensitive data (ex: application server connecting to a database) have secrets inserted at runtime via Kubernetes secrets. Host operating systems use certificate authentication to register with the Azure-managed master node API server.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	All users require password or SSO login before taking actions that create or alter sensitive data
A2.3	Enforce unique usernames.	M	Yes	Standard	Internal IDs are generated by a database sequence. External IDs (email address) are checked for uniqueness on account creation and update.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy	M	Yes	Standard	The Awato application password requirements are currently as follows: 10 or more characters including at least one each of: letters, capitalized letters, numbers, and symbols. Updates to the password policy are trivial - if we can be provided with the policy, we will update to match, and can mark this as satisfied
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	The Awato application password requirements are currently as follows: 10 or more characters including at least one each of: letters, capitalized letters, numbers, and symbols. Updates to the password policy are trivial - if we can be provided with the policy, we will update to match, and can mark this as satisfied
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	All database content is secured in transit by SSL/TLS and at rest using AES-256 storage volume encryption. Storage encryption cannot accidentally be disabled, and the database server rejects non-SSL connections.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy	M	No	Future	The application does not currently support password expiration, but one-year password expiration will be implemented before the application goes live
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	The application supports use of role-based access control to grant sets of elevated permissions to specific user accounts
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	The application supports 30-minute idle session expiration
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	The application code is held separate from application secrets/certificates/configuration files which are delivered at runtime by Kubernetes
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	No	Future	accounts with elevated privileges have failed authentication attempts in the audit log; this feature is not currently implemented for users without elevated privileges
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	No	Future	Audit logs currently contain failed sign-in attempts, sign-in of privileged users, and changes of user privilege. This will be expanded to include sign-in of all users, and changes of any user data not generated by the platform (changing a users group assignment would be logged - a student receiving new career matches from taking an assessment would not)
A2.13	All logs must be kept for (XX- days, weeks, or months)	M	Yes	Standard	Application logs are currently exported to Datadog and retained for 90 days, and indefinitely for application audit logs
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	Users may terminate a session by utilizing the "logout" option, or will otherwise be logged out automatically after 30 minutes of inactivity
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	All system components are used for their intended purposes.
A2.16	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	All application data is encrypted at-rest as well as In-transit
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	The application utilizes TLS with HTTP strict transport security (HSTS) to secure data in transit and prevent a SSL stripping attack, and users of the application require authentication and correct permissions to access users' application data.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	Application security is a critical priority. Awato seeks to continuously improve it where feasible.
A2.19	Utilize change management documentation and procedures	M	Yes	Standard	Awato has a change management policy that governs testing, client notification, deployment, dissemination of patch information, and recording of the process.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	No	Not Proposed	Currently there are no plans to use state data that is not supplied directly by users.
A2.21	Any application that will handle student data should also comply with the Minimum Standards for Privacy and Security of Student and Employee Data, as published by DOE at: https://www.education.nh.gov/data/documents/minimum-standards-privacy.pdf	M			All sections except sections J and H are covered by Awato. J and H have elements that are covered by our agreements with Azure as a cloud provider. Section J (Physical Protection) is covered by Azure under the Azure Shared Responsibility Model. Section H (Media Protection) is split responsibility between Awato and Azure - most hardware resides in the Azure datacenter and is handled by them, addressing points H.1 and H.3. Awato has data handling policies and training required for viewing, handling, and storing sensitive information that cover H.1, H.2 and H.4

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	Code review and test processes are in place to test application updates prior to release
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	We can provide the executive summaries of most recent penetration tests to all of our customers.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	Penetration testing covers authentication and identification of users; a demonstration of audit logging capability can be provided.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	No	Not Proposing	Awato has RBAC in place for the application software - these controls undergo regular testing as part of our release process. We also have RBAC in place for access to our infrastructure through Azure Active Directory. These access controls are regularly audited, but do not undergo a formal test.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	Data in-transit to web clients uses is secured using TLS 1.2 with support for the following cipher suites: TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256, TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384, TLS_ECDHE_RSA_WITH_CHACHA20_POLY1305_SHA256 with HTTP strict transport security (HSTS) headers and robust forward secrecy for enhanced security. Data at-rest (both sensitive data in the application database as well as any cached non-sensitive data in temporary storage) uses AES-256 encryption and Azure platform-managed keys.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	Able to block the execution of unauthorized binaries and produce audit messages for blocked and detected anomalies. Tests that the executable blocking is functioning and producing audit messages have been conducted.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	Tests for role-specific access to the application are part of the standard release process
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	No	Future	More extensive user management tests can be added to the standard release testing process
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	No	Future	More extensive user management tests can be added to the standard release testing process
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	No	Future	More extensive audit log testing can be added to standard release testing
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	These tests are included in penetration testing

T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	These tests are included in penetration testing
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field)	M	Yes	Standard	Awato can provide the summary results of the most recent 3rd party assessments performed on the application
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	Awato can provide the summary results of the most recent 3rd party assessments performed on the application, as well as all internal security tests noted on the lines above
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	Awato will provide documentation of our production deployment procedure.
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Section XXXX.	M	No	Not Applicable	
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Section XXXX.	M	No	Not Applicable	
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	No	Not Applicable	
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	Incident Response and Disaster Recovery plans are in place and tested annually

HOSTING-CLOUD REQUIREMENTS

State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%	M	Yes	Standard	Awato utilizes machines and services hosted by Microsoft Azure and Amazon Web Services data centers which meet or exceed Tier 3 requirements.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	Awato's currently implemented product already meets these requirements
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	For more information on Azure physical security, see https://docs.microsoft.com/en-us/azure/security/fundamentals/physical-security
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	In Azure Kubernetes Service (AKS), Azure delivers host security updates to nodes which Awato uses the Kubernetes Reboot Daemon (Kured) to ensure become active in a timely fashion (within 24 hours of delivery). Compatible, stable updates to third-party supporting components are taken after testing in pre-production environments.
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	Security events and abnormal system behavior (high resource consumption) send push notifications to systems administrators; application logs are regularly reviewed by customer success in bug investigations.
H1.6	Vendor shall manage the sharing of data resources.	M	No	Not Applicable	No State data will be exchanged. Per 2019-01-31 conference call, marked as N/A
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	Geographically resilient backups are built into Awato's data storage/backup policy and disaster recovery plan and fully implemented.
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard	Awato monitors production system resource utilization for anomalies due to failure or unexpectedly large load
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	No	Not Available	There are no instances where the state would need access to resources that are not available through the web interface
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358 A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	Agree. This legal code aligns with Awato's existing Incident Response Plan
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	Disaster Recovery plan is already documented

H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	Azure is responsible for replacement and responsible disposal of hardware in the event of a failure
H2.3	Vendor shall adhere to a defined and documented backup schedule and procedure.	M	Yes	Standard	Checkpoint backups every 5 minutes with synchronous transaction log streaming to Azure Storage, differential backups every 12 hours, full backups weekly. Geo-replication delay of up to 1 hour before the most recent backup can be used for a point-in-time restore into a new database server in another Azure datacenter in the event of a catastrophic physical disaster at primary datacenter.
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	See H2.3 comment
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	See H2.3 comment
H2.6	Tapes or other backup media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	Azure datacenter-to-datacenter geo-replication of critical storage resources
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	Under normal circumstances, the combination of backups and transaction logs result in an arbitrary hh:mm:ss restore capability for any time within the last 30 days. In the event of a catastrophic physical disaster at the primary datacenter, we may lose at most up to 1 hours' worth of application data due to geo-replication lag.

HOSTING SECURITY

H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	Awato uses encryption at-rest and in-transit, RBAC in-application as well as in Azure to restrict access to data, and advanced security software and penetration testing to prevent compromise of systems.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	Current systems accomplish TLS termination at the private virtual network edge utilizing nginx-ingress. Services which communicate with the database require SSL authentication, but due to resource scheduling it is possible for communication between the ingress controller and a backend pod on a different node over HTTP. Service-to-service encryption for some supporting services (example: rabbitMQ messages, which do not contain sensitive information) is not currently enabled.

H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	Awato utilizes Azure's security-hardened Kubernetes Service operating system images and the Aqua Container Security Platform for runtime protection of deployed resources.
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	Penetration testing should cover the effectiveness of implemented security controls
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	Awato will cooperate with the CIO in detecting and patching security vulnerabilities where feasible
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	Awato will cooperate with security audits of the application and infrastructure
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	Application, System, and Database logs are already retained and access controlled. Nginx logs are available while the nginx-ingress instance is running, but are not exported to a storage account or third party service for long-term retention
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA	M	Yes	Standard	Azure Kubernetes Service (AKS) nodes have security hardening applied. The operating system images are not claimed to be CIS-compliant, but the hardening applied by Azure overlaps with various CIS controls. For more information, see https://docs.microsoft.com/en-us/azure/aks/security-hardened-vm-host-image
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	Unless notified by law enforcement that notification of a breach would impede a criminal investigation, Awato will disclose any substantiated security breaches without delay.
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	Agreed
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Granted

H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	While Azure is responsible for maintenance of Awato's underlying physical hardware, Awato commits to taking security updates to host operating systems and supporting services and upgrades to system components to stay within official support. In addition, bug fixes which support the requirements of the Contract are implied to be part of regular software releases.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	While Azure is responsible for maintenance of Awato's underlying physical hardware, Awato commits to taking security updates to host operating systems and supporting services and upgrades to system components to stay within official support. In addition, bug fixes which support the requirements of the Contract are implied to be part of regular software releases.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard	While Azure is responsible for maintenance of Awato's underlying physical hardware, Awato commits to taking security updates to host operating systems and supporting services and upgrades to system components to stay within official support.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST;	M	Yes	Standard	Awato Support will be available at these times
H4.6	The Vendor shall conform to the specific deficiency class as described: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	No	Future	Awato will work with project management to modify or crosswalk current bug severities to deficiency classes
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; 	M	No	Future	See H4.6 - this will require some project management changes to incorporate the deficiency classification but is not fundamentally different from current support practices.

H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Awato provides a high-availability service (99.99%) with occasional scheduled downtimes on weekends for updates and configuration changes which cannot be applied without disrupting active workloads. These are quite rare and typically scheduled for a few hours, but work is completed well before the scheduled end of the downtime. Awato commits to a minimum 48-hour notification prior to conducting scheduled downtimes, and the ability to conduct emergency maintenance without prior notification.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	Previous SLAs reserve a weekly maintenance window which is rarely used, with the majority of system updates available with zero downtime. Server patches and application upgrades can be applied with no downtime; rarely, supporting services require a downtime for upgrades.
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	This arrangement is inline with our standard SLA
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	The Awato change management process involves testing, client notification, deployment, dissemination of patch information, and logging of the process for all changes to the application regardless of source. Critical outages and security incidents have an expedited deployment process that allows mission-critical changes to be propagated more quickly.
H4.12	A critical outage will be designated when a business function cannot be met by a non performing application and there is no work around to the problem.	M	Yes	Standard	Agreed
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	No	Future	Awato tracks bug reports (deficiencies) and their time to resolution, as well as all updates to the application and it's infrastructure. Tracking of uptime will be added, leveraging our health-monitoring system. This data can be compiled into quarterly reports for the State

H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Client point of contacts are notified in advance of application updates. Updated documentation and online training for new features or operational differences in the application are made available upon release, alongside patch notes detailing the changes.
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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Granted
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	While Azure is responsible for maintenance of Awato's underlying physical hardware, Awato commits to taking security updates to host operating systems and supporting services and upgrades to system components to stay within official support. In addition, bug fixes which support the requirements of the Contract are implied to be part of regular software releases.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	While Azure is responsible for maintenance of Awato's underlying physical hardware, Awato commits to taking security updates to host operating systems and supporting services and upgrades to system components to stay within official support. In addition, bug fixes which support the requirements of the Contract are implied to be part of regular software releases.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST;	M	Yes	Standard	Awato will ensure that the state can contact project staff during business hours by phone or email.
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	No	Future	Awato will work with project management to modify or crosswalk current bug severities to deficiency classes
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	Awato provides a regular release schedule of updates and bug fixes at no charge to all customers (including the State) for the products they have purchased.
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Standard	Awato's issue tracking system maintains nature, status, completion times, resolved-by, reported-by, and identification number. Planned and actual resolution are logged in the system by employees servicing the request.

S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	Awato can track the mean-time between deficiencies through our issue tracking system; Awato also uses this system to track issue diagnosis and resolution, and can use it to identify recurring issues.
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	M	No	Future	See S1.5 - this will require some project management changes to incorporate the deficiency classification but is not fundamentally different from current support practices.
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	The Awato change management process involves testing, client notification, deployment, dissemination of patch information, and logging of the process for all changes to the application regardless of source. Critical outages and security incidents have an expedited deployment process that allows mission-critical changes to be propagated more quickly.
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Agreed
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	Awato tracks bug reports (deficiencies) and their time to resolution, as well as all updates to the application and it's infrastructure. Tracking of uptime will be added, leveraging our health-monitoring system. This data can be compiled into quarterly reports for the State
S1.13	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Awato provides a high-availability service (99.99%) with occasional scheduled downtimes on weekends for updates and configuration changes which cannot be applied without disrupting active workloads. These are quite rare and typically scheduled for a few hours, but work is completed well before the scheduled end of the downtime. Awato commits to a minimum 48-hour notification prior to conducting scheduled downtimes, and the ability to conduct emergency maintenance without prior notification.

S1.14	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Awato will provide guidance to resolve all issues to ensure the system is fully functioning, by phone, in person or through email.
S1.15	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	Previous SLAs reserve a weekly maintenance window which is rarely used, with the majority of system updates available with zero downtime. Server patches and application upgrades can be applied with no downtime; rarely, supporting services require a downtime for upgrades.
S1.16	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Awato will provide a 2 day notification to the project manager via email of all changes and updates. Awato will provide training to the state digitally based on those upgrades and changes via digital conferences and use guides.
S1.17	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	While Azure is responsible for maintenance of Awato's underlying physical hardware, Awato commits to taking security updates to host operating systems and supporting services and upgrades to system components to stay within official support.
S1.18	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	No	Not Applicable	There is no anticipated need for FTP connectivity

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	Awato will schedule and if preferred host a kick-off meeting
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	Awato will provide the staff specified in the RFP
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <every two weeks.>	M	Yes	Standard	Awato will provide a finalized work plan within 10 days of the contract approval. The schedule will include tasks, deliverables, critical events, task dependencies and payment schedule. Awato will then update the plan every two weeks.
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	Awato will provide a monthly status report on the progress of the Project, including any expenses beyond those detailed in the work plan.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	Yes	Standard	Awato manage and maintain all user, technical and system documentation and project schedules, plans, status reports and correspondence in a project folder as project documentation.

b. Vendor License Agreement and Service Level Agreement- Attachment 2



awato

Order Form for Software as a Service Contract

State Of New Hampshire

HOSTING SERVICES TERMS & CONDITIONS

1. DEFINITIONS.

Certain capitalized terms not otherwise defined on the accompanying order form or proposal (the "**Order Form**") have the meanings set forth in this Section 1.

1.1 "**Addendum**" means any addendum to this Agreement, and may include, without limitation, Provider's standard Statement of Work ("**SOW**").

1.2 "**Administrator**" means the persons designated by Client to be provided access to the restricted administrative functions of the Program and/or Software for the purpose of administering the Program.

1.3 "**Confidential Information**" will mean all written or oral information, disclosed or otherwise made available by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

1.4 "**Client**" will mean the client identified on the Order Form.

1.5 "**Client Brand**" shall mean any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Client.

1.6 "**Client Data**" will mean the data, media and content provided by Client for use with the Program that are accessible by Administrators through the Program and may include without limitation the names and/or student identification numbers of any Subscribers that are eligible to participate in the Program.

1.7 "**Effective Date**" shall mean the last date on the signature block on the Order Form.

1.8 "**Hosting Services**" will mean the Software hosting services rendered by Provider hereunder and the provision of any related Provider content made available by Provider in connection therewith.

1.9 "**Launch Date**" shall mean the launch date expressly designated on the Order Form, or if the Order Form provides for a trial period, then the date on which the Client or any Subscriber first uses or accesses the Program following the conclusion of any such trial period.

1.10 "**Program**" shall mean the Provider's proprietary platform which comprises the hosted Software and enables Subscribers to, among other things, match and assess their academic and career objectives, develop their resumes, access job boards, and create and display customized career roadmaps.

1.11 "**Subscriber**" shall mean an authorized student end user that is affiliated with the Client, is eligible to

participate in the Program and that enrolls in the Program and is thereby licensed to use the Software.

1.12 "Subscriber Data" shall mean any information entered by Subscribers into the Program, or information for which Subscriber has provided its consent to be shared and which may include without limitation the Subscriber's name, email address, date of birth, gender, ethnicity, location, education history and major, expected year of graduation, work history and any assessment data.

1.13 "Software" means the proprietary hosted computer software whose use is contemplated in connection with the Program, including but not limited to the Awato platform and application, and any subsequent revisions or modifications thereto which are furnished to Client by Provider.

1.14 "Subscription Fee" shall mean those fees payable in the amounts and/or at the rates designated on the Order Form for access to the Program and Software.

1.15 "Terms of Service" shall mean the Awato Terms of Service accepted by Subscribers through enrollment in the Program accessible through the Software.

2. ACCESS, USE AND SUBSCRIBERS.

2.1 Provision of Access for Subscribers. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Client a non-exclusive, non-transferable right and license during the Term of this Agreement to: (a) access and use the Software on or through any number of desktops, laptops, devices, and/or other computers; and (b) grant access to the number of Administrators specified in the Order Form to use the Software in accordance with the terms and conditions of this Agreement and the Terms of Service. [On or as soon as reasonably practicable after the Effective Date, Provider shall provide to Client the necessary passwords, security protocols and policies and network links or connections (the "*Access Protocols*") to allow Client's designated Administrators to access the Program. Provider shall also provide Client the documentation to be used by Client and Administrators in accessing and using the Program.

2.2 Usage Restrictions. Client will not: (a) copy or duplicate the Program or Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Program or Software is compiled or interpreted; (c) modify the Program or Software or any accompanying documentation, or create any derivative product from any of the foregoing, except with the prior written consent of Provider; or (d) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Client's rights under Sections 2.1. Client will ensure that its use of the Software and Program and any accompanying documentation complies with all applicable laws, statutes, regulations or rules. Client shall notify Provider immediately of any known or suspected unauthorized use of any Program or Software password or account or of any other known or suspected breach of security. Client will only allow Subscribers who have been assigned a unique user identification to access the Program.

2.3 Retained Rights; Ownership.

(a) Subject to the limited rights granted in this Agreement, Client retains all right, title and interest in and to the Client Brand, and Provider acknowledges that it neither owns nor acquires any additional rights in and to the Client Brand not expressly granted by this Agreement. Provider further acknowledges that Client retains the right to use the Client Brand for any purpose in Client's sole discretion. Subject to the foregoing, Client hereby grants to Provider a non-exclusive, non-transferable right and license to use the Client Brand during the Term for the limited purposes of performing Provider's obligations under this Agreement.

(b) Subject to the rights granted in this Agreement, Provider retains all right, title and interest in and to the Program, Software, and any accompanying documentation, and Client acknowledges that it neither owns nor acquires

any additional rights in and to the foregoing not expressly granted by this Agreement. Client further acknowledges that Provider retains the right to use the foregoing for any purpose in Provider's sole discretion.

(c) All Student Data or any other Education Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Client, or to the party who provided such data (such as the student or parent). The Provider further acknowledges and agrees that all copies of such Student Data or any other Education Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Education Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Education Records contemplated per this Agreement shall remain the exclusive property of the Client or the party who provided such data (such as the student or parent)

3. PROVIDER OBLIGATIONS.

3.1 **Implementation Services.** To the extent agreed upon in the applicable Order Form, Provider shall configure Client's systems for custom single sign on authentication of the Program. Notwithstanding the foregoing, Client understands that, before access to the Program can be provided to Client, Client's systems may require configuration, and may require the performance of various professional services to prepare Client's systems for such purposes.

3.2 **Hosting Services.** Provider shall host the Software and provide the related Hosting Services in accordance with the terms of this Agreement. As part of the Hosting Services, Supplier shall provide, implement, operate, maintain, and support all servers, switches, firewalls, routers, and other equipment comprising the computing platforms and security and network infrastructure, network security, load balancing, monitoring systems, and any other services, systems, equipment, and/or other items necessary for the proper operation of the Software.

3.3 **Professional Services.** Provider may render additional professional services beyond the agreed upon Hosting Services upon Client's reasonable request therefor, including training, consulting, or customization support with respect to the Program. Client acknowledges that in the event that Client desires that Provider perform such professional services, the Parties will negotiate an appropriate SOW setting forth an implementation plan (the "*Initial Implementation Plan*"). Notwithstanding the foregoing, Client acknowledges that Provider will have no obligation to perform any services under the Initial Implementation Plan unless and until engaged to perform such services in an Addendum to this Agreement.

3.4 **Technical Support.** Commencing on the Launch Date and continuing during the Term, Provider shall provide the technical support services as set forth in the Order Form, at no additional cost to Client.

4. CLIENT OBLIGATIONS.

4.1 **Administrator Access to Program.** Subject to the terms and conditions herein, Client may permit the Administrators to access and use the features and functions of the Program only through the Access Protocols.

4.2 **Client Assistance.** Client shall make available in a timely manner at no charge to Provider all mutually agreed upon content, graphic files and Client Brand information or other information of Client reasonably requested by Provider for the performance of its obligations under this Agreement. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such content, materials and information supplied by Client. Client shall also be solely responsible, at its own expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Administrators to connect to, access, and use the Program.

4.3 **Client Data.** Client and its Administrators shall have access to the Client Data and shall be responsible for all changes to and/or deletions of Client Data and the security of all passwords and other Access Protocols required in

order to access the Program. Client hereby represents and warrants that it owns or otherwise has sufficient right to grant Provider access to and use of the Client Data in accordance with the terms of this Agreement. Client will be solely responsible for the accuracy and completeness of the Client Data. Client acknowledges and agrees that Provider's obligation to maintain any Client Data obtained in the course of performance of the Hosting Services shall not extend beyond the Term of this Agreement.

4.4 Subscriber Data. Subscribers will have access to their individual Subscriber data and such data will be subject to the terms of Provider's Privacy Policy.

4.5 Browser Requirements. Administrators and Subscribers accessing the Application must use Internet Explorer 10 or higher, or the latest commercially available versions of Chrome, Firefox, and Safari.

5. FEES AND EXPENSES; PAYMENTS.

5.1 Fees. In consideration for the Hosting Services and Program access rights granted to Client hereunder, Client will pay to Provider, without offset or deduction, all applicable upfront and recurring Subscription Fees set forth in the Order Form attached hereto. All fees shall be due and payable within thirty (30) days of the date of the Client's receipt of Provider's invoice. Unless otherwise specified on the Order Form, Program subscription fee invoicing shall commence on the Launch Date. All professional services fees shall be due and payable as detailed in the applicable SOW.

5.2 Client Operating Expenses. Client will bear all expenses incurred in performance of its obligations hereunder, including, without limitation, through use by Client, Administrators and/or any Subscriber of the Program, and/or through provision of the Hosting Services or the support to Administrators and/or Subscribers with respect to such use of the Program.

5.3 Taxes. Client will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Provider's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Client will make all required payments to Provider free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Provider will be Client's sole responsibility, and Client will, upon Provider's request, provide Provider with official receipts issued by the appropriate taxing authorities, or such other evidence as Provider may reasonably request, to establish that such taxes have been paid.

5.4 Late Payments; Interest; Payment in Dollars. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. All payments to be made under this Agreement shall be made in US dollars. Notwithstanding the foregoing, if Provider does not receive payment of any sum due to it within forty five (45) days of the Client's receipt of the applicable invoice, Provider reserves the right to suspend Client, Administrator and/or Subscriber access to the Program until such time as the default has been cured to Provider's satisfaction.

6. TREATMENT OF CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

6.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information

disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to return or destroy, pursuant to Section 10.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement.

6.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Client also acknowledges and agrees that Provider may freely use any comments, ideas and/or error reports provided by Client to Provider and such comments, ideas and/or error reports shall not be considered proprietary to Client.

7. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents and warrants to the other Party: (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, PROGRAM, ANY DOCUMENTATION, AND ALL SERVICES PERFORMED BY PROVIDER ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE, PROGRAM, ANY DOCUMENTATION, OR ANY OTHER SERVICES PROVIDED BY PROVIDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE OR PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. PROVIDER'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. Neither Provider, nor its third-party hosting service or software providers, shall have any liability whatsoever for the accuracy, completeness, or timeliness of the Client Data, or for any decision made or action taken by Client in reliance upon any Client Data.

8.2 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL PROVIDER BE LIABLE TO CLIENT

FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. UNLESS PROHIBITED BY LAW, THE CUMULATIVE LIABILITY OF PROVIDER TO CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED TWICE THE FEES PAID TO PROVIDER BY CLIENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.3 Essential Basis of the Agreement. Client acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

9. INDEMNIFICATION.

9.1 Indemnification of Client. Provider agrees to indemnify, defend and hold harmless Client from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Software and/or the documentation infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that Client promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Provider, at Provider's sole discretion, to enable it to continue to use the Software or the documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If Provider determines that none of these alternatives is reasonably available, Client shall, upon written request from Provider, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 9.1 shall not apply if the alleged infringement arises, in whole or in part, from (a) modification of the Application or the documentation by Client, (b) combination, operation or use of the Application with other software, hardware or technology not provided by Provider, (c) use of a superseded or altered release of the Application or the documentation, if such infringement would have been avoided by the use of a then-current release of the Application or the documentation, as applicable, and if such then-current release has been made available to Client, or (d) related to the Client Data (any of the foregoing circumstances under clauses (a), (b), (c), or (d) a "*Client Indemnity Responsibility*"). IN NO EVENT SHALL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE CAP ON LIABILITY SET FORTH IN SECTION 8.2. THIS SECTION STATES PROVIDER'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

10. TERM AND TERMINATION.

10.1 Term. Unless otherwise specified on the Order Form, the term of this Agreement will commence on the Effective Date and will continue for one (1) year (the "*Initial Term*"), unless earlier terminated in accordance with this Section 10.

10.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30) day period.

10.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

10.4 Effect of Termination. Upon any termination of this Agreement: (a) Client will immediately discontinue all use of the Software, any accompanying documentation, and any Provider Confidential Information; (b) Client will delete any Provider Confidential Information from Client's computer storage or any other media including, but not limited to, online and off-line libraries; (c) Provider will delete any Client Confidential Information and Client Data from Provider's computer storage or any other media including, but not limited to, online and off-line libraries; (d) return to Provider or, at Provider's option, destroy, all copies of the documentation and any Provider Confidential Information then in Client's possession; and (e) promptly pay to Provider all amounts due and payable hereunder.

10.5 Survival. The provisions of Sections 2.3, 5.1, 6, 7, 8, 9, 10.4, 10.5, and 11 will survive the expiration or termination of this Agreement.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

11.2 Independent Contractors. In making and performing this Agreement, Client and Provider act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.3 Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties at their respective addresses set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile and/or other electronic communications provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice by means of facsimile transmission or other electronic means in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

11.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

11.5 Assignment; Delegation. Except in the case of merger or acquisition, neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

11.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

11.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, Internet access outside of Provider's control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

11.10 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW HAMPSHIRE

11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

11.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

11.13 Publicity. In consideration for the rights granted under the terms of this Agreement, Client hereby grants Provider the right to reference Client as a customer of Provider, and issue a press release to that effect.

11.14 Information Security. Awato shall take all commercially reasonable measures to protect the Personal Information of students consistent with Family Education Rights and Privacy Act ("FERPA") and the applicable laws of the State.

AWATO, LLC SERVICE LEVEL AGREEMENT

This document outlines the service level agreement between Awato, LLC. and State of New Hampshire : Department of Education made as of 2/21/2019. Awato, LLC. will be referred to as "Awato" and New Hampshire will be referred to as USER throughout this agreement.

Service Level Agreement

This document contains the Service Level Agreement for Awato's SaaS Solution. Please read it carefully as this is the official agreement in force at the present time. If you have questions or comments about this agreement, please do not hesitate to contact us.

This SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") shall apply to Hosted Services provided by Awato. Awato is committed to providing a highly available and secure network to support its USERS. Providing the USER with consistent access to Hosted Services is a high priority and is the basis for its commitment in the form of this SLA. The SLA provides certain rights and remedies in the event that the USER experiences service interruption as a result of failure of Awato's infrastructure. The overall service availability metric will consistently be 99.99%, measured on a monthly basis.

1. Term Definitions

For the purpose of this Service Level Agreement, the terms in bold are defined as follows:

1.1 Available or Availability

When the USER whose account is active and enabled has reasonable access to the Hosted Service, subject to the exclusions defined in Downtime Minutes below.

1.2 Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

1.3 Maintenance Time

The time period during which the Hosted Service may not be Available each month so that Awato can perform routine maintenance to maximize performance, is on an as needed basis.

1.4 Downtime

The total number of minutes that the USER cannot access the Hosted Service. The calculation of Downtime Minutes excludes time that the USER is unable to access the Hosted Services due to any of the following:

- (a) Maintenance Time
- (b) USER's own Internet service provider
- (c) Force Majeure event
- (d) Any systemic Internet failures
- (e) Enhanced Services
- (f) Any failure in the USER's own hardware, software or Network connection
- (g) USER's bandwidth restrictions.
- (h) USER's acts or omissions
- (i) Anything outside of the direct control of Awato

1.5 Maintenance Notices

Awato will communicate the date and time that it intends to make the Hosted Services unavailable at least forty-eight (48) hours in advance (or longer if practical). The USER understands and agrees that there may be instances where Awato needs to interrupt the Hosted Services without notice in order to protect the integrity of the Hosted Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the Maintenance Windows and their definitions:

1.6 Emergency Maintenance

These change controls happen immediately with little notification ahead of time.

1.7 Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.

1.8 Planned Maintenance

These are change control's being done to:

- 1-Support on-going product and operational projects to ensure optimal performance
- 2-Deploy non-critical service packs or patches.
- 3-Periodic redundancy testing.

Awato routinely does maintenance on Sunday 12:00 am eastern time; not every week, however Awato reserves the right to take down the system during that time frame. Planned maintenance will be announced at least forty-eight (48) hours prior; however, certain circumstances may preclude us from doing so, such as an external issue requiring a change control to Awato.

1.9 System Architecture

Awato's SaaS architecture is designed to maintain availability of SaaS hosted products even after physical failure, utility failure, or environmental events occur. Awato's systems maintain multiple power sources with multiple points of entry, multiple WAN connections with multiple points of entry, and redundant physical and virtual layers for servers and all layers of networking.

1.10 Encryption

Secure communication of sensitive data is of the utmost importance. Awato's system architecture and hosted applications utilize industry standard encryption methodologies including SSL Certificates with 2048bit digital signatures and 256bit encryption for all HTTP throughput including Web Portal and Reporting products.

1.11 Data, Privacy, Backup and Restoration Policy

Awato's SaaS data systems are designed to prevent customers from accessing physical hardware layers, hosts, or instances through the use of virtualization, Microsoft Windows user authentication, and folder/file access rights. In regards to privacy, Awato requires only an email address and name.

Backups & Restoration

- a) All data is imaged daily, separated from the rest of the physical layers of the hosted system, and stored for 30 days.
- b) USER Responsibility – Please note that in the case of negligence on the USER's part; for example, deletion of data - Awato may/may not have the ability to restore data as data restoration is reserved for disaster recovery purposes. If data is lost due to negligence and it is determined that the data or fraction of the data can be restored, professional service fees may be applied.

1.12 USER Minimum Requirements

The required configurations USER must have to access the Hosted Services include:

- 1-Internet connection with adequate bandwidth
- 2-One of the following Internet Browsers: Chrome 59.0.3071 or newer, Firefox 57.0 or newer, Edge 20.10240

2. Service Levels

2.1 Measurement

Awato uses New Relic to measure whether the Hosted Services are Available and the USER agrees that this system will be the sole basis for resolution of any dispute that may arise between the USER and Awato regarding this Service Level Agreement.

2.2 Availability

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

Availability	Credit Amount (Based on Annual Fee)
> 97.9% but < 99.99%	5%
> 96.9% but < 97.9%	7%
< 96.9%	10%

2.3 Remedy and Procedure

The USER's remedy and the procedure for obtaining the USER's remedy in the event that Awato fails to meet the Service level metrics set forth above are as follows:

To qualify for remedy:

- (a) There must be a support ticket documenting the event within 24 hours of the service interruption
- (b) USER account must be in good standing with all invoices paid and up to date

The USER must notify Awato by email (support@awato.com) within Ten (10) business days by opening a support ticket and providing the following details.

- 1-Subject of email must be: "Claim Notice"
- 2-List the date the Downtime Minutes occurred
- 3-List USER's Company Name, Personal Name, and E-mail address affected by Downtime Minutes
- 4-List an estimate of the amount of actual Downtime Minutes
- 5-Ticket number of the documented event

Awato will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If Awato cannot confirm the Downtime Minutes, then the USER and Awato agree to refer the matter to executives at each company for resolution. If Awato confirms that the Hosted Service is out of compliance with this Service Level Agreement, the USER will receive the amount of Service Level Credits set forth above for the affected Service level metric and the affected Seats for the affected month. The SLA credit will be reflected in the Awato invoice to the USER at the end of contract term following Awato's confirmation of the Downtime Minutes. Please note that SLA credits can only be applied to accounts that are in good standing with all invoices paid and up to date and accumulate up to a yearly cap of 20%.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

C. VENDOR QUOTE

STATEMENT OF WORK (SOW)

PREPARED FOR:



New Hampshire
Department of Education
Serving New Hampshire's Education Community

Presented by:



awâto

Project:

NH SB276: Career Readiness Drive to 65 Act

Submitted By:

Matthew Guruge

Date:

January 29th, 2020

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Executive Summary:

In support of NH SB276: Career Readiness Drive to 65 Act, Awato, a leading provider in adaptive assessments, career guidance and pathways software is proposing a statewide solution to support brighter futures for students.

Awato will provide a single platform to:

- Assess students career interests
- Document school pathways to career readiness credentials
- Advise all entering high school students how to achieve a career ready credential upon graduation
- Record and track student progress toward a credential
- Showcase pathways to local employment and education opportunities highlighting ELO certified organizations
- Promote, manage, and track work based learning opportunities including pre-apprenticeships and apprenticeships

Awato's Background:

Awato is a leader in personalized assessments and guidance. The New Hampshire based software company has created the first truly adaptive interest assessment that engages students and assesses 325 data points in 10 minutes. It's career pathways platform is used by regional high schools such as John Stark and Dover, and colleges across the country including Southern New Hampshire University and Central Michigan University.

Awato's Platform:

The Awato career guidance system is:

- Responsive to any screen size from mobile to desktop
- Hosted on scalable infrastructure
- WCAG 2.0 Level AA Compliant
- Secure and protected
- Supports single-sign on through SAML 2.0
- PII and FERPA compliant
- Secured by a signed New Hampshire Student Data Privacy Agreement ("DPA") with SAU 24.

Definitions:

Credential: An education artifact, issued by an education organization that certifies a student has a competency or competencies

Mapping: To identify an opportunity, enter it into Awato, write a description for it, tag it with appropriate Awato interests and connect it to appropriate careers within Awato

Opportunity: A position where a student works and learns including, Extended Learning Opportunities, apprenticeships, jobs, internships and job shadows

1. Awato Local Mapping:

Awato will map New Hampshire's educational opportunities to career paths including extended learning opportunities, apprenticeships, work based learning opportunities, Career Technical Education programs, running start programs, dual enrollment programs, the New Hampshire Career Academy, professional credentials, certificates and degrees.

A. Awato Opportunity Mapping

Requirement	Sub Elements
A. Awato Opportunity Mapping	
1. NH CTE program mapping	o Awato will map all of the CTE programs offered in the state of NH
2. Community College mapping	o Awato will map the NH Community College System's programs including certificates, associates, running start programs, New Hampshire Career Academy programs and dual enrollment programs
3. University System mapping	o Awato will map the University system programs including dual enrollment programs, certificates, associates, and bachelors degrees
4. Professional Certificate Mapping	o Awato will ensure this data is updated annually

2. Adaptive Career Assessment and Matching:

Awato will provide its adaptive career assessment platform that enables students to type in three activities they do for fun and select two educational preferences. It then asks users questions about their activities and educational preferences, learning from their responses, and prompts appropriate follow up questions.

Based on assessment results students will be matched with recommended careers and education.

Awato Features and Services:

A. Assessments

Requirement	Sub Elements
A. Assessments	
<ol style="list-style-type: none"> 1. Adaptive Interest Assessment 2. Supplemental Assessments 3. Assessment Results 	<ul style="list-style-type: none"> o Student interface that enables students to take Awato's personalized interest assessment based on Person Object Theory of interest. The assessment asks students to enter three activities they do in their free time o The system then asks appropriate follow up questions, determining the next question based on previous responses o The assessment page will also include an Inclinations assessment based on The Theory of Multiple Intelligences, a values assessment based on Job Characteristic Theory, a 16 types an assessment based on the Myers Briggs theory and a social assessment based on Gardener's theory of Emotional Intelligences o Upon completion of each assessment students will be able to access their assessment results o Students are able to retake each assessment

B. Career Matching and Exploration

Requirement	Sub Elements
B. Career Matching and Exploration	
<ol style="list-style-type: none"> 1. Career and Education exploration 	<ul style="list-style-type: none"> o Students will be able to explore all of Awato's supported careers and education offerings mapped within Awato o Each career will include regional Bureau of Labor data, job descriptions, day in the life, work environment, skills, and industry o All education offerings will include description, skills and connections to relevant careers o Students will be able to favorite education and careers they prefer and store them in a favorite section

3. Flexible Pathways and Goals:

Students will be able to change their career goals, edit their pathways or retake the assessments for new matches.

Awato will show students' progress toward their credentials and goals, and enable schools to export that data and append it to transcripts.

Awato Features and Services:

A. Flexible Pathways and Goals

Requirement	Sub Elements
A. Flexible Pathways and Goals <ol style="list-style-type: none">1. Career Goal Identification2. Pathways with credentials3. Employer Connections4. Education connections5. Pathway export	<ul style="list-style-type: none">○ Students will be able to select a career goal.○ The students will be able to change their career goal by editing their selection.○ Every career goal will showcase a series of steps to the career including at least one relevant credential○ Students will be able to substitute steps along their recommend pathway○ Students will be able to see and connect with regional employers offering WBL experiences○ Students will be able to see the NH university and community college systems' programs that relate to their path steps<ul style="list-style-type: none">○ Students may be able to see programs offered by non-NH universities and community colleges○ School administrator will be able to export a students' pathway and steps

4. Apprenticeship, Work Based Learning, and Employment:

Awato will provide a single location for organizations to post pre-apprenticeships, apprenticeships, work based learning opportunities and employment opportunities.

Students with related career goals will be recommended appropriate opportunities. Students will be able to apply for those opportunities. They will also be able to track and manage their different opportunities.

Awato Features and Services:

A. Work Based Learning Management

Requirement	Sub Elements
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A. Opportunity Board and Posting <ol style="list-style-type: none"> 1. Opportunity Board 2. Opportunity Management 3. Organization Login 4. Other Job Postings 	<ul style="list-style-type: none"> o Students will be able to navigate to an employer opportunity board that displays local WBL opportunities, Extended Learning Opportunities (ELOs) apprenticeships, internships, and job shadows o Students will be able to apply to any opportunity or receive instructions on how to apply to the opportunity o Students will be able to track which opportunities they have applied to o Students will be able to save opportunities they are interested in and follow specific employers they are interested in o Organizations will be able to create their own accounts o Organizations will be able to post opportunities o Organizations will be able to track and connect with applicants o Awato will support job postings from other jobs boards as permitted by those jobs boards
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5. Branding and Administrative Access:

Awato will create a platform styled with NH DOE's branding.

Awato Features and services:

A. Branding

Requirement	Sub Elements
A. Branding <ol style="list-style-type: none"> 1. DOE Branding 2. High School Sub Branding 	<ul style="list-style-type: none"> o The Awato platform will be branded with NH DOE's choice of color scheme and logo o The Awato platform will be hosted on a specific NH DOE subdomain o Each High School will have its own subdomain, based on a system identification o Each High school will be able to set a logo that will be displayed on their subdomain

B. Administrative access

Requirement	Sub Elements
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<p>B. Administrative Access</p> <ol style="list-style-type: none"> 1. Program Level Access 2. Administrative Functions 3. Administrative Reports 	<ul style="list-style-type: none"> ○ NH DOE officials will have administrative access to view student records from all schools and districts ○ District administrators will have access to view student records from all of the schools within their districts ○ School administrators, staff and teachers will have access to student records from their school ○ Administrators will be able to assign users roles, manage users, view student activity, change program settings and create reports ○ Administrators are able to create custom groups to easily assign and report on groups of students ○ Administrators can view individual reports of student activity including assessments taken, assessment results, career and degree matches, career goal, pathway steps, pathways completed and progress on a pathway ○ Administrators can create and export reports of student activity
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6. Unlimited Access for New Hampshire High Schools:

Awato will provide access to this platform throughout the state of NH.

Awato Features and services:

Requirement	Sub Elements
<p>A. Statewide Access</p> <ol style="list-style-type: none"> 1. Statewide Access 	<ul style="list-style-type: none"> ○ The Awato platform will be provided throughout the state of NH to all NH high schools and middle schools, their teachers and administrators, all DOE officials and state IT officials

7. Hosting and Support:

Requirement	Sub Elements
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A. Hosting 1. Hosting 2. Maintenance 3. Support	<ul style="list-style-type: none"> Awato will host and manage the application including all subdomains A separate Service Level Agreement backs up the hosting of the application at 99.99% uptime Awato will provide maintenance to the application including continuous updates that will cover bug fixes, content updates, and product enhancements All administrators will be able to call an account executive at Awato during business hours All administrators will be able to email an Awato account executive at any time and will receive a response within 24 hours All students will be able to use the in app support module to troubleshoot problems and open support tickets
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8. Pricing Schedule:

State of NH Fiscal Year	Section	Invoice Due	Effective	Price
1. FY20		Upon G&C Approval	12/15/2019 - 7/1/2020	
	Software Hosting			\$5,000
	Product Development			\$100,000
	Software License			\$5,000
	Training			\$10,000
Total				\$120,000
2. FY 21		● 7/1/2020	7/1/2020 - 12/15/2020	
	Software Hosting			\$50,000
	Software License			\$110,000

	Training			\$40,000
	Support and maintenance			\$40,000
Total				\$240,000
3. FY 22				
	Software Hosting			\$50,000
	Software License			\$110,000
	Training			\$40,000
	Support and maintenance			\$40,000
Total				\$240,000
4. FY 23				
	Software Hosting			\$60,000
	Software License			\$110,000
	Training			\$40,000
	Support and maintenance			\$40,000
Total				\$250,000
5. FY 24				
	Software Hosting			\$60,000
	Software License			\$110,000

	Training			\$40,000
	Support and maintenance			\$40,000
Total				\$250,000

State of New Hampshire

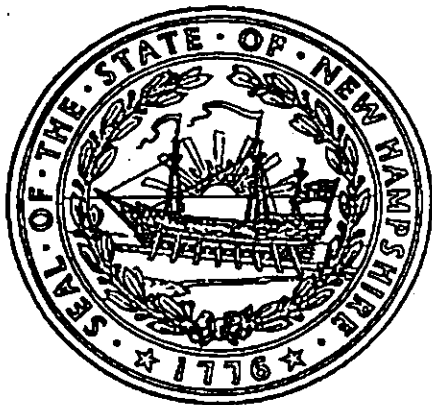
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AWATO, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2015. 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: 735000

Certificate Number: 0004803527



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of February A.D. 2020.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, **Tyler C. Hurst**, hereby certify that I am duly elected Clerk/Secretary of Awato LLC. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on the 15th of March, 2020 at which a quorum of the members were present and voting.

VOTED: That Matthew Guruge the Chief Executive Officer of Awato is duly authorized to enter into contracts or agreements on behalf of Awato LLC with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

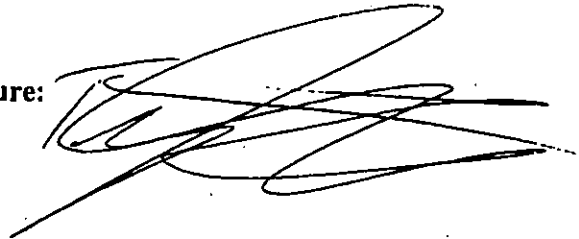
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority was effect on March 16th 2020 and remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: March 16th, 2020

ATTEST:

Name: Tyler C. Hurst

Signature:



County: Hillsborough, ss.
State of New Hampshire
On this 16 day of March 2020
Tyler Hurst
known to be the instrument subscriber,
person before me and acknowledged that
he is the executing instrument.
Sandra L. Hill, Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2020

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 BIN INSURANCE HOLDINGS LLC/PHS 46505301 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:	
INSURED AWATO LLC 25 SUNDIAL AVE ste 204 MANCHESTER NH 03103-7244		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: Hartford Fire Insurance Company 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		[REDACTED]	02/06/2020 / 02/06/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	02/06/2020 / 02/06/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Employment Practices Liability Insurance			[REDACTED]	02/06/2020 / 02/06/2021	Each Claim Limit \$25,000 Annual Aggregate Limit \$25,000

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 Blanket Additional Insured By Contract Form SL3032 attached to this policy.

CERTIFICATE HOLDER State of New Hampshire, Department of Education 21 S FRUIT ST STE 20 CONCORD NH 03301-2428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
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