



STATE OF NEW HAMPSHIRE

Department of Education, Bureau of Adult Education 2023-078 Adult Education Data System

RFP ISSUED:	March 28, 2023
VENDOR CONFERENCE:	4/12/2023 9:00 – 11:00 am Eastern
LOCATION:	Online See Appendix A
	NAME: Sarah Wheeler
STATE POINT of CONTACT:	EMAIL: Sarah.L.Wheeler@doe.nh.gov
	TEL: (603) 271 - 6699
CONTRACT TYPE:	Not to Exceed
PROPOSALS DUE:	5/3/2023 4:00 pm Eastern

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OVERVIEW AND SCHEDULE OF EVENTS

SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

1.1. Executive Summary

1.1.1. Introduction

The NH Department of Education, Bureau of Adult Education is responsible for providing a variety of educational opportunities to empower adults to become lifelong learners, to support individuals in identifying and achieving their potential academic and/or career goals and to assist students to become active participants in their communities.

The Bureau of Adult Education administers three types of programs:

1. Adult Education & Literacy Activity (AEL) – A secondary education program for adults, operated under the Workforce Innovation and Opportunity Act of 2014 (WIOA) for the purpose of assisting adults with attaining a secondary school diploma or equivalency and their transition into postsecondary education, training and employment.
2. Adult Diploma Program (ADP) – A secondary education program for adults and eligible high school students to earn a high school diploma or an adult high school diploma and transition into postsecondary education, training and/or employment. This is a state funded program authorized under NH RSA 186:61.
3. High School Equivalency Program – This program provides oversight for all high school equivalency testing centers and the testing process. The Bureau also maintains all high school equivalency transcripts and issues the official high school equivalency certificate.

In FY 22, there were approximately 5300 participants who received at least one hour of adult education service through one or more of the Bureau funded programs. Prior to the pandemic, more than 6,000 participants served annually. It is anticipated that by FY24, participation will be fully restored.

Under the current three-year performance period, ending on June 30, 2023, there are twenty-one (21) AEL programs and twenty-one (21) ADP programs in thirty-five (35) adult education centers. Some centers offer both programs.

Project Overview/Justification:

The Bureau of Adult Education is seeking a vendor-hosted, commercial off-the-shelf software system and associated services to collect data and produce reports to meet federal and state adult education reporting requirements.

Goals and Objectives for Adult Education Data System:

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- Procure a user-friendly, comprehensive student data system that provides the state office and all local providers the ability to input, search and report required data as well as provide useful tools for conducting program analysis and monitoring activities.
- The system should be designed to meet all National Reporting System requirements and the vendor has subject matter experts and developers to enable software additions/revisions that reflect any changes to federal or state reporting requirements.
- The system must be available through a web-based interface, accessible through the NH Department of Education's Single Sign On system and thoroughly protect student personal data.
- The system must also be able to accommodate data collection and reporting for participants who are not served under WIOA because of their high school enrollment status including exclusion from federal reports.

1.1.2. Scope of Work (SOW) Overview

In 2017, the Bureau of Adult Education replaces an internal adult education database with a comprehensive, vendor-hosted, web-based, commercial-off-the-shelf student data management system.

The proposed system must provide tools for managing student and staff records, generating accountability report for the National Reporting System under the Workforce Innovation and Opportunity Act of 2014 (WIOA) and provide reports to support local and state adult education program operations.

The system will be operated by staff members in the state office and used by local program directors, administrative assistance, data entry specialists and instructors. Each program will have its own set of student records and reporting capabilities – separate and apart from the records of other programs. However, the system must also have the capacity to identify and students who may be enrolled in more than one adult education center and allow for sharing of certain data elements, with the appropriate permissions, to promote co-enrollment and non-duplication of services. For the purposes of annual federal reporting, students with multiple records must be combined at the state level to maximize student enrollment and outcomes across all programs.

State staff will be able to review local student records, monitor the process of local data entry and generate both individual program and aggregated statewide reports. Additionally, the system will provide multiple methods of data validation through business rules, diagnostic checks and dashboard alerts. The vendor will work with the state office to provide integration of required assessment data, registration forms and data matching for outcomes.

In order to limit the amount of time required for data entry and the potential for data entry errors, the system should include the ability to import data from other systems, conduct batch updates, search on specific data elements, produce ad-hoc reports including attendance lists and assessment results.

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In the last six years, there have been multiple revisions to the National Reporting System annual reporting tables and clarifications on definitions used under Title II, the Adult Education and Family Literacy Act of WIOA. The vendor must have subject matter experts and developers who can respond to and make required system changes in a timely manner. Systems used by other state offices of adult education who have been monitored for accountability without resulting corrective action requirements by the US Department of Education, Office of Career, Technical and Adult Education are preferred.

1.2. Schedule of Events

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

SCHEDULE OF EVENTS	
EVENT	DATE & TIME (ET)
RFP Released to Vendors / Inquiry Period Begins (on or about)/	March 28, 2023
Vendor Conference	April 12, 2023 9:00 – 11:00 am Eastern Vendor Conference will be conducted through Zoom. Register at: https://nhadulded-org.zoom.us/meeting/register/tZwrf-ysqTspGtMsjKAUdGdZh8XmXBW8PhJR
Vendor Inquiry Period Ends (Final Inquiries due)	April 19, 2023
Final State Responses to Vendor Inquiries	April 26, 2023
Final Date and Time for Proposal Submission	5/3/2023 4:00 pm Eastern
Invitations for Oral Presentations	TDB
Estimated Date of Vendor Selection	May 10, 2023
Anticipated Governor and Council Approval	June 2023
Anticipated Effective Contract Date	July 1, 2023

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PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

2.1. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

The Price Proposal must be labeled clearly and submitted separately from the Technical Proposal. Late submissions will not be accepted. Delivery of the Proposals shall be at the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals.

Proposals may be submitted either physically or electronically. In the event that the vendor submits in both formats, the electronic version shall take precedence in the event of a discrepancy.

2.2. Physical Proposals

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE
Bureau of Adult Education
Attn: Adult Education Data System
21 South Fruit Street, Suite 20
Concord, NH 03301

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
RESPONSE TO RFP: BAE – 2023-078 Adult Education Data System
Physical Submissions shall include:

- a. One (1) Printed (Physical Copies); and
- b. One (1) Electronic submission via USB drive.

2.3. Electronic Proposals

Electronic Proposals must be addressed to:

TO: AdultEd@doe.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: BAE – 2023-078, Adult Education Data System

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the Vendor will be required to submit their proposal in parts. It is the Vendors responsibility to ensure a complete proposal is submitted.

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2.4. Number of Proposals

Vendors are permitted to submit One (1) Proposal(s) each with a unique solution in response to this RFP.

2.5. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via Email to the following RFP Point of Contact:

Sarah Wheeler

Email: Sarah.L.Wheeler@doe.nh.gov

Inquiries must be received by the RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered. The State assumes no liability for assuring accurate/complete Email transmission/receipt and is not required to acknowledge receipt.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

The Agency will require the successful bidder to execute a Contract using the P-37 State of New Hampshire General Provisions and any attached exhibits. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

2.6. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

2.7. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

2.8. Minimum Standards for Proposal Consideration

A proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

Current Vendor Systems

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Components that constitute the Vendor's proposed data system must be fully implemented for at least five (5) government clients, for the purposes of adult education data collection, comparable in size and complexity to the State of New Hampshire within the last five (5) years.

Proposed Project Team

The proposed project team must include individuals with substantial experience including:

1. Project Manager – the vendor must assign an experienced project manager to the project. The project manager will be responsible for the successful completion of all work tasks as defined within the work plan and will work under the direction of the state project manager to ensure that all work is performed in accordance with the terms and conditions of the contract.
2. Subject Matter Expert – the vendor must assign an experienced specialist responsible for analyzing and interpreting the data collection and reporting requirements for the Workforce Innovation and Opportunity Act of 2014, particularly those included in Title II the Adult Education & Family Literacy Act, the National Reporting System and any associated requirements published in the Federal Register, to ensure that the system will comply with all requirements.

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SECTION 3 – PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS

SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

3.1 Proposal Organization

Proposals should adhere to the following outline.

- a. Cover Page
- b. Transmittal Form Letter
- c. Table of Contents
- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Responses to Requirements and Deliverables
- g. Section IV: Narrative Responses
- h. Section V: Corporate Qualifications
- i. Section VI: Qualifications of Key Vendor staff
- j. Section VII: Price Proposal
- k. Section VIII: Vendor Attachments

3.2 Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

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The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and Email address.

3.3 Transmittal Form Letter

The Vendor must submit a signed Transmittal Form Letter with their response using the Transmittal Form Letter template provided on the following page. Any electronic alteration to the content of this Transmittal Form Letter template is prohibited. Any such changes shall result in a Proposal being rejected.

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State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

To: Sarah Wheeler
(603) 271-6699

Sarah.L.Wheeler@doe.nh.gov

RE: Proposal Invitation Name: Adult Education Data System
Proposal Number: 2023-078

Proposal Due Date and Time: () (MM/DD/YYYY) ET

To Whom It May Concern:

Company Name: _____ hereby submits an offer to provide to the State of New Hampshire the Services indicated in Adult Education Data System 2023-078 at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I.

We attest to the fact that:

1. The company has reviewed and agreed to be bound by the RFP.
2. The company has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

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- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order, if any.

Our official point of contact is: _____

Title: _____

Telephone: (____) _____ - _____ Email: _____

Authorized Signature Printed: _____

Authorized Signature: _____

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3.4 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

Section I: Executive Summary

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor’s proposed Solution and Services highlighting those factors that they believe distinguish their Proposal.

Section II: Glossary of Terms and Abbreviations

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor’s Proposal.

Section III: Responses to System Requirements and Deliverables

Section III shall include the response tables from the Business/Technical Requirements and Deliverables Appendix. The Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

Section IV: Narrative Responses

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. The Topic for Mandatory Responses Appendix is organized into sections, which correspond to the different aspects of the scoring process of the proposal. Discussion of each topic must begin on a new page.

Section V: Corporate Qualifications

Section V shall provide the corporate qualifications of the Vendor and any Subcontractors proposed to participate in the Project. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

Section VI: Qualifications of Key Vendor Staff

Section VI shall be used to provide required information on the Vendor’s Key Project Staff. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

Section VII: Price Proposal

Section VII shall include the Price Proposal, which must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing Appendix.

Section VIII: Vendor Attachments

Section VIII provides for extra materials as referenced in the Topic for Mandatory responses Appendix such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports

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SECTION 4 – EVALUATION OF PROPOSALS

SECTION 4: EVALUATION OF PROPOSALS

4.1 Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of (one thousand (1000) Points. Points will be distributed as set forth in the table below.

SCORING TABLE	
CATEGORIES	POINTS
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	800
Proposed Software Solution	500
Vendor’s Technical, Service and Project Management Experience	200
Vendor Company	50
Staffing Qualifications	50
Price Proposal Potential Maximum Points	200
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	(one thousand (1000))

The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

4.2 Scoring Detail

4.2.1. Scoring of the Proposed Software Solution

The Vendor’s Proposed Software Solution will be allocated a maximum score of 500 Points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section III: Responses to Requirements and Deliverables

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- b. Proposal Section IV: Narrative Responses
- c. Vendor Presentation and Demonstration (if applicable)

4.2.2. Scoring of Vendor Technical, Service, and Project Management Experience

Vendor proposed Technical, Service, and Project Management Experience will be allocated a maximum score of 200 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintenance of the Solution. Technical details of the System including security and protection of data, proposed training administrative procedures, how the Vendor manages its team, and the Project will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Proposed Work Plan
- d. References

4.2.3. Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score 50 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section V: Corporate Qualifications
- b. References

4.2.4. Scoring of Vendor Staffing Qualifications

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's Staff qualifications will be allocated a maximum score of 50 points.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section VI: Qualifications of Key Staff
- b. Vendor Presentations & Demonstrations (if applicable)
- c. References

4.2.5. Scoring the Software Solution Price

The Vendor's Software Solution price will be allocated a maximum score of 200 points. The State will consider both Implementation and subsequent Five (5) years License and maintenance costs as well as the costs associated in Appendix E - *Pricing*. The price information required in a Proposal is intended to provide a sound basis for comparing costs. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

4.3 Planned Evaluations

The Agency plans to use the following process:

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary evaluation of the Proposals;

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- c. Oral interviews and Product Demonstrations (if applicable);
- d. Final Evaluation of Technical Proposals and scoring;
- e. Review of Price Proposals and scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

4.3.1. Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP, the minimum standards listed in section 2.6 and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

4.3.2. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 500 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team. and the Vendor's Price Proposal will remain unopened. Price Proposals will remain unopened during the preliminary technical review, Oral Interviews and Product Demonstrations.

4.3.3. Oral Interviews and Product Demonstrations

At the Agency's discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews and product demonstrations, with which Vendors, the number of interviews and the length of time provided for the interview and Product demonstration. The Agency may decide to conduct oral interviews and product demonstrations with less than all responsive Vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

4.3.4. Final Scoring of Technical Proposals

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

4.3.5. Price Proposal Review and Scoring

Price proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 200 points. Vendors are

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advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for Price:

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

4.4 Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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SECTION 5: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

SECTION 5: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

5.1 RFP Addendum

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

5.2 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

5.3 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

5.4 Confidentiality of a Proposal

The substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency without the Agency's prior consent may be grounds for disqualification.

5.5 Public Disclosure

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

5.5.1. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been

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actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time.

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- a.** The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b.** The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

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- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

5.6 Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State's website.

5.7 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

5.8 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

5.9 Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services (DAS), which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

5.10 Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

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5.11 Challenges on Form or Process of the RFP

A bidder questioning the Agency's identification of the selected Vendor may request that the Agency review its selection process. Such request shall be made in writing and be received by the Agency within 5 (five) business days after the rank or score is posted on the agency website. The request shall specify all points on which the bidder believes the Agency erred in its process and shall contain such argument in support of its position as the bidder seeks to present. In response, the issuing Agency shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a Vendor or canceling the bid. In its request for review, a bidder shall not submit, and an Agency shall not accept nor consider, any substantive information that was not included by the bidder in its original bid response. No hearing shall be held in conjunction with a review. The outcome of the Agency's review shall not be subject to appeal.

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SECTION 6 - CONTRACT TERMS AND AWARD

SECTION 6: CONTRACT TERMS AND AWARD

6.1 Non-Exclusive Contract

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other contractors 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.

6.2 Award

Any resulting Contract is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

6.3 Anticipated Contract Term

The Vendor shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The initial Contract Term will begin on the Effective Date and extend through July 1, 2028. The Contract Term may be extended up to Five (5) years (“Extended Contract Term”) at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

6.4 Standard Contract Terms

The Agency will require the successful bidder to execute a Not to Exceed Contract. The P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I will form the basis of any Contract resulting from this RFP.

To the extent that a Vendor believes that exceptions to the standard form Contract will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Vendor’s exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions which have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

6.4.1. Contract Negotiations and Unsuccessful Bidder Notice

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State’s desire to enter into contract discussions. Until the State

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successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

6.4.2. Subcontractors

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.5 Related Documents Required

The selected Vendor will be required to submit the following documents prior to Contract approval:

- a. Certificate of Good Standing obtained by the Secretary of State of New Hampshire.
- b. Certificate of Authority/Vote - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire.
- c. Certificate of Insurance - Certificate of Insurance evidencing coverage as required under the Contract.
- d. Workers' Compensation coverage must comply with State of NH RSA 281-A.

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APPENDIX A - VENDOR CONFERENCE REQUIREMENTS

APPENDIX A: VENDOR CONFERENCE REQUIREMENTS

APPLICABLE (Applicable)

A Mandatory Vendor Conference will be held via a Zoom conference on the date and at the time identified in the Schedule of Events:

Link to Registration:

<https://nhadulted-org.zoom.us/meeting/register/tZwrf-ysqTspGtMsjKAUdGdZh8XmXBW8PhJR>

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

Vendors are encouraged to Email inquiries at least forty-eight (48) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the DAS Website by the date specified as the final State responses to Vendor inquiries as specified in the Schedule of Events. Vendors are responsible for any costs associated with attending the Vendor Conference.

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APPENDIX B

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B-1. Statement of Work

This data system will be used as a tool for managing student and staff records, generating all accountability reports for the National Reporting System (NRS) under WIOA and providing reports to support local and state adult education program operations.

The system must be internet-accessible, browser-based, vendor-hosted software based on a relational database model with real-time reporting, data entry, data editing and access to the system from any personal computer with supported browsers (including Google Chrome). The system must be able to be integrated into the NH Department of Education's Single Sign On System. The system must also maintain logging for events such as data and record changes.

The system must have at least four user-roles with different levels of access.

1. **State Administrator** should have the ability to configure the system, set parameters and operations/rules as well as reporting abilities at an individual program level and aggregate statewide.
2. **Center Directors** should have the ability to monitor operations, manage students and instructors, run management reports and conduct follow up activities.
3. **Educators** should have the ability to manage students, track attendance, store assessment data and run reports to manage pre and post-testing schedules.
4. **Read-Only View** should have the ability to view all local records and run reports, but not have the ability to enter, edit or delete data.

Data Elements

The proposed solution must have the ability to securely store the following data elements, at a minimum, and allow users to be able to search and create reports using these elements:

- Student demographic information required for federal reporting including determining eligibility as an NRS eligible participant or a reportable individual as well as co-enrollment with other core WIOA partners. Specific categories of participants included on the NRS reports must be designated in the solution including those receiving service in a correctional facility.
- Additional student demographic information for noneligible-NRS eligible participants including a system for filtering them out of all federal reporting, but allowing for state and local reports. Must include the program type (Adult Education & Literacy Activity under WIOA or Adult Diploma program under State Funding), the origination of funding (WIOA or State) and the type of diploma anticipated (Regular High School Diploma, Adult Diploma or High School Equivalency Certificate).
- Other student data that would be useful for program evaluation and monitoring is highly preferred such as the availability of a computer and/or internet service; services received from other community social service agencies; the ability to enter/print high school transcripts; and

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APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

the ability to store documentation including release(s) of information, transcripts and training documentation.

- Student assessment information including the test name, date administered, the Level and Form and the Scaled Score. This information should automatically establish the starting Educational Functioning Level, set an assessment a pre-test for eligibility and a content area for instruction, be able to carry forward as a qualifying pre-test, if eligible, in the subsequent program year, and be used to determine measurable skill gain by comparing the pre- and post-test. The instructional hours between assessment must be visible to local program staff and trigger an alert when the participant is eligible for posttesting. Assessment information should be entered manually or through an integration with another state approved vendor. NH currently uses the TABE 11/12, the TABE Clas-E and the HiSET exam. The GED will be implemented by the start of this contract. Other assessments may be added over the course of this contract.
- Staff information required for federal reporting including years of experience, role (instructor, administrator), type of employment (full, part-time or volunteer) and credentials
- Enrollment information must keep a historical record of class and program enrollment for tracking and trending purposes. The enrollment information must include the start and end date. Exit dates must be autocalculated using the requirements set forth by the National Reporting System.
- Class information including semester and program year designations, the ability to designate if the class is a part of an Integrated Education & Training Program or an Integrated English Literacy and Civics Education program. For Adult Diploma program students, the solution must include a way to track attempted credits and credits earned as well as establish the starting number of credits at the beginning of each program year.
- Attendance information must be tracked on at least a quarter-hour basis and be designated as direct instructional hours or distance learning hours. Hours provided under Career Services must also be designated. The system must autocalculate the percent of distance learning hours to determine whether the participant is categorized as a regular participant or a distance learning participant at the end of the program year for accurate reporting on the NRS tables. Educators must be able to enter their own class attendance records either manually or by uploading from a common file type.
- Outcome information must be available for each participant for each period of participation. The solution must be able to track diploma and credential attainment including award date and type of credential as well as track entrance into postsecondary education or training.

Functionality

- Must be able to create federal reports at the local and state levels, with the ability for staff to drill down to check for accuracy, examine subgroups of participants, filter and sort on multiple criteria.
- Solution must include automated data validation checks as well as diagnostic reports to capture potential data entry error and/or to provide information for program improvement.
- User must be able to create reports, filter and sort data including the data collection required for the local quarterly report. See Appendix J for examples.

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- The State office must be able to audit data entry to ensure compliance with the NH Data and Assessment policy and to identify common errors to address through technical assistance.
- The solution must have import/export features that allow for batch uploading of various data sets and exporting search results, data sets and reports.
- The Vendor must work with 3rd parties that provide data results that need to be uploaded into the solution. The current system has integrations with Data Recognition Corporation, PSI – HiSET, GED Testing Services and the National Student Clearinghouse. Future integrations include Essential Education, Aztec Software and employment data from NH Employment Security.
- Adult education programs are required to collect SSNs for participants who are eligible for federal reporting. Once the SSN is entered, it must be masked for privacy reasons.
- NH has many adult education participants who are enrolled in more than one adult education center. While each program should only have access to the full records for their own participants, it is essential for non-duplication of services, avoiding duplicated assessment results and a smoother transition for the student if certain data can be shared between centers, based on a documented release of information from the participant. The solution must have a way for a “shared” student to be identified and certain data elements shared. Additionally, the State must be able to combine records from multiple centers for each student in order to maximize performance attainment.
- Prospective adult education students must be able to access an online registration system that allows them to express an interest in a specific adult education program through an electronic form which can be uploaded into the solution to decrease data entry time.
- The solution must have the ability to create communication tools either through electronically through email or texting or the ability to print contact lists, attendance lists with contact information and mailing labels.
- The solution must be able to accommodate NH’s volunteer literacy program data which includes more than four hundred volunteer literacy tutors and more than 800 participants who may also be enrolled in adult education classes. The system must be able to track instructional hours provided through the volunteer-participant match and volunteer staff data.
- The solution must have an audit log accessible at the State level to ensure compliance with the data entry requirements and identification of training needs.

Implementation

- The solution must be implemented by July 1, 2023 or contain a transition period that will not overly burden local providers by requiring data entry into the “old” system and the “new” system.
- The solution must be able to accommodate the migration of historical records from the current data system. The State is currently using the LACES system published by LiteracyPro, Inc.
- Training on the solution must be provided prior to and during implementation to avoid delays in required federal and state reporting due on October 1, 2023.

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APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B-2. Data Location

The Vendor 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 Vendor 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 Vendor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the Contract.

B-3. Background Checks

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State’s information among the Contractor’s employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor’s Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

B-4. Business Requirements/Technical Requirements

Business and Technical Requirements are identified in the Business and Technical Requirements Workbook and Vendor Risk Assessment Report (VRAR) attachments. Vendors shall review the instructions and complete the workbook and VRAR.

B-5. Activity, Deliverable, or Milestone

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables.

Table B-3: Deliverables		
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
4	Security Plan	Written
5	Communications and Change Management Plan	Written
6	Software Configuration Plan	Written
7	Systems Interface Plan and Design/Capability	Written

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8	Testing Plan	Written
9	Data Conversion Plan and Design	Written
10	Deployment Plan	Written
11	Comprehensive Training Plan and Curriculum	Written
12	End User Support Plan	Written
13	Business Continuity Plan	Written
14	Documentation of Operational Procedures	Written
INSTALLATION		
15	Provide Software Licenses if needed	Written
16	Provide Fully Tested Data Conversion Software	Software
17	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
18	Conduct Integration Testing	Non-Software
19	Conduct User Acceptance Testing	Non-Software
20	Perform Production Tests	Non-Software
21	Test In-Bound and Out-Bound Interfaces	Software
22	Conduct System Performance (Load/Stress) Testing	Non-Software
23	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
SYSTEM DEPLOYMENT		
24	Converted Data Loaded into Production Environment	Software
25	Provide Tools for Backup and Recovery of all Applications and Data	Software
26	Conduct Training	Non-Software
27	Cutover to New Software	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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APPENDIX C TOPICS FOR MANDATORY RESPONSES

APPENDIX C: TOPICS FOR MANDATORY RESPONSES

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP. Responses provided should be relevant to the Project described within this RFP. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

TABLE C: Topics	
	PAGE LIMIT
C-1 Proposed Solution	
Topic 1 – Description of Solution	7 - Attachment Unlimited (optional)
Topic 2 - Federal and Ad Hoc Reporting	5
Topic 3 - Usability and User Friendliness	5
Topic 4 - Documentation	2
Topic 5 - Data and Process Quality Audits	3
Topic 6 – Technical Architecture	5
Topic 7 – Software Releases	5
Topic 8 – Data Import/Export Standards	3 - Include Attachment
C-2 Vendor’s Technical, Service and Project Management Experience	
C-2.1 Security and Protection of Data	
Topic 9 – System Security	10
Topic 10 – Security Testing	3
Topic 11 – Historical Data	5
C-2.2 State Personnel and Training	
Topic 12 – User Training Approach	3
Topic 13 – Preparation and Expectations of State Staff including Technical Knowledge Transfer	4
C-2.3 Project Execution	
Topic 14 – Implementation Approach	10
Topic 15 – Testing Management	6
Topic 16 – Migration Strategy	3
Topic 17 – Environment Setup	2
C-2.4 Project Management	
Topic 18 – System Acceptance Criteria	6
Topic 19 – Work Plan, Status Meetings and Reports	No Limit
Topic 20 – Risk and Issue Management	3
Topic 21 – Scope Control	2

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Topic 22 – Quality Assurance Approach	6
C-2.5 Ongoing Operations For Vendor Hosted Solution	
Topic 23 – Hosted System	5
Topic 24 – Backup and Recovery	2
Topic 25 – Assurance and Business Continuity Plan	3
Topic 26 – Support and Maintenance for Vendor Hosted System	2

C-1. Proposed Solution

TOPIC 1 DESCRIPTION OF SOLUTION

The State will evaluate whether the proposed Solution includes the required features.

1. Provide a detailed description of your proposed Solution, including features and functionality.
2. Describe how your Solution meets the business requirements in B-2 Business Requirements/Technical Requirements.
3. Provide an attachment with product literature describing the functionality of the proposed Software. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.

TOPIC 2 FEDERAL AND AD HOC REPORTING

The State will evaluate whether the proposed Solution includes the required features.

1. Describe the robustness, ease of use and impact on transaction processing.
2. Describe which standard federal reports are incorporated into the Solution.
3. Describe the capability to produce ad hoc reports from the production system. Provide an overview of ad hoc reporting capability. If a third-party tool is employed, identify and describe the tool.
4. Describe capability, sophistication and ease of use including how support is provided for ad hoc reporting without disruption to processing of transactions. Please include a description of ad hoc reporting, online analytical processing, creation of data extracts and historical reporting.

TOPIC 3 USABILITY AND USER FRIENDLINESS

The State will evaluate whether the proposed Solution includes the required features.

1. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
2. Describe how the system achieves effectiveness, efficiency and satisfaction for the user.
3. Describe what makes the system easy or user-friendly for adult education for whom the primary job function is not data entry.
4. What is the average amount of training needed by a new user to be able to enter data efficiently and accurately?

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5. Describe the process for submitting special requests for research.

TOPIC 4 DOCUMENTATION

The State will evaluate whether the proposed Solution includes the required features.

1. Describe and provide samples of the available documentation supporting the system and services including technical specifications, troubleshooting tips and technical contact information.

TOPIC 5 DATA AND PROCESS QUALITY AUDITS

The State will evaluate whether the proposed Solution includes the required features.

1. Describe how state staff will track the status of data submissions and follow to view a record of:
 - Administrative actions, login, logout, password reset, batch file transmission
 - Data submission including user, date and time
 - Users viewing validation by data, time and file
 - Users viewing completeness measures by date, time, file
 - Users making corrections by date, time, record and element

TOPIC 6 TECHNICAL ARCHITECTURE

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

1. Describe the technical architecture of the proposed Solution.
2. Describe how your Solution meets the technical requirements in B-2 Business Requirements/Technical Requirements.
3. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)
4. How will the proposed software Solution be accessed (i.e. Web Browser over Internet)?
5. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
6. Describe any add-on or third-party Software required.
7. Is your product dependent on a solution not included in this proposal?
8. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
9. What components of the Software, such as Middleware, are proprietary?
10. Is the proposed application considered Open Source Software?
11. Describe any Open Source Software used by the proposed Solution.
12. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13. <http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm>
13. Describe any hardware requirements associated with the hardware Solution.

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TOPIC 7 ENHANCEMENTS AND NEW RELEASES

The State will evaluate the degree to which the solution appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

1. Discuss the following aspects of anticipated future releases of the proposed Solution. Coverage should include but not be limited to the following:
2. What types (maintenance, Enhancement, other) of releases are planned?
3. What is the historical (past 3 years) and expected frequency of each type of new release?
4. How is the content of future releases determined? Required maintenance, security, user input?
5. Are Enhancements made for specific clients included in future releases for all clients?
6. What specific Enhancements are planned for release within the next 24 months?
7. How is the content of a release communicated to the client?
8. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
9. How long is a release supported?

TOPIC 8 DATA IMPORT/EXPORT STANDARDS

The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.

1. Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in B-2 Business Requirements/Technical Requirements.
2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
3. What standard Interface formats are used with the proposed Software. What degree of flexibility is available?
4. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
5. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
6. Are there any constraints upon the timing of batch Interfaces?
7. Provide an attachment with Data flow diagrams.

C-2. Vendor's Technical, Service and Project Management Experience

C-2.1 Security and Protection of Data

TOPIC 9 SYSTEM SECURITY

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

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1. The identification and authentication methods used to ensure that users and any interfacing applications are identified and their identities are properly verified.
2. The authorization methods used to ensure that users and client applications can only access Data and Services for which they have been properly authorized.
3. The immunity methods used to ensure that unauthorized malicious programs (e.g., Viruses, worms and Trojan horses) do not infect the Application.
4. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
5. Describe the System security design and architectural features incorporated into the proposed Solution including:
6. Compliance with NIST SP 800-171, Protecting Controlled, Unclassified Information in Non-Federal Systems and Organizations
7. Compliance with NIST SP 800-63, Digital Identity Guidelines
8. Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment.
9. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
10. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
11. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
12. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
13. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
14. The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
15. The notification and escalation process in the event of an intrusion.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

1. What process or methodology is employed within the proposed Software to ensure Data integrity?
2. To what degree does your approach rely on System assurance capabilities?
3. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

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TOPIC 10 SECURITY TESTING

The State will evaluate the Vendor's approach to Security Testing.

1. Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.
2. How can you ensure the security and confidentiality of the State Data collected on the system?
3. What security validation Documentation will be shared with the State?
4. Do you use internal or external resources to conduct Security Testing?

TOPIC 11 HISTORICAL DATA

The State will evaluate the degree to which the proposed Solution provides for the ability to view historical transactions.

1. Describe your experience with organizations similar to the Bureau of Adult Education and discuss what historical Data they have and have not converted/migrated into the new system.
2. How will all of the historical data be migrated/converted to the solution? There are records from 2017 – current for approximately 20,000 participants and staff.

C-2.2 State Personnel And Training

TOPIC 12 USER TRAINING APPROACH

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.
2. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

TOPIC 13 PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.

1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.
2. Provide an overview of Project Team interactions and dependencies between functions.
3. Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying

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State staff resources and the projected number of weekly hours to support the system moving forward.

4. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.
5. Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?

C- 2.3 Project Execution

TOPIC 14 IMPLEMENTATION APPROACH

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

1. Provide one or more feasible Implementation Plans. For each plan provided:
2. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
3. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs
4. Address the level of risk associated with each plan.
5. Why is this the approach you recommend?
6. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal?

TOPIC 15 TESTING MANAGEMENT

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all “areas of testing” (refer to Terms and Definitions), security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

It is anticipated that the following testing phases will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.

1. Describe in detail the end to end testing methodology you propose for this Project.
2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
3. Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

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Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				
System preparation				
Unit Testing				
System integration testing				
Defect tracking				
etc.				

4. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
5. Will configured Software be delivered in functional components for State Acceptance Testing?
6. The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
7. What tools will be used to document and track status of suspected Defects?
8. What role will the State play in classification and prioritization of Defects?
9. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
10. Provide a sample User Acceptance Test Plan from a completed project as an appendix.
11. Outline your methodology for Security and Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

TOPIC 16 MIGRATION STRATEGY

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

1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from Bureau of Adult Education legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
 - a. The Bureau of Adult Education currently uses LiteracyPro’s LACES data system which contain student/staff data from November 2018 – current. Historical data from the previous internal system was not migrated into LACES. It is the intention of the Bureau to have all data from 2017 migrated into the new system in order to meet federal reporting requirement due on

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October 1, 2023 which includes follow up information on participants who exited from the program after 7/1/2020.

2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.
6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

TOPIC 17 ENVIRONMENT SETUP

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the implementation of the solution, including all necessary training.
2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
3. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
4. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)

C-2.4 Project Management

TOPIC 18 SYSTEM ACCEPTANCE CRITERIA

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

1. Propose measurable criteria for State final Acceptance of the System.
2. Discuss how the proposed criteria serve the interest of the State.

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TOPIC 19 WORK PLAN, STATUS MEETINGS AND REPORTS

The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management “best practices” and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan. Additionally, the State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

1. The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
2. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.
3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
4. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - i. All assumptions upon which the Work Plan is based;
 - ii. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - iii. Assignments of members of the Vendor’s team identified by role to specific tasks; and
 - iv. Critical success factors for the Project.
5. Discuss how this Work Plan will be used and State access to Plan details.
6. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.
7. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).

The State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

The State believes that effective communication and Reporting are essential to project success. As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management,

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and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

1. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
2. Describe how you will report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

TOPIC 20 PROJECT RISK AND ISSUE MANAGEMENT

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on project issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in project risk and issue management.

1. Provide proposed methodologies for project risk and issue management.
2. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

TOPIC 21 SCOPE CONTROL

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

1. Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

TOPIC 22 QUALITY ASSURANCE APPROACH

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

1. Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software). Discussion should include but not be limited to:
 - Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
 - The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission; and
 - Testing of Software Deliverables prior to submission for Acceptance Testing.

C-2.5 Ongoing Operations For Vendor Hosted Solution

TOPIC 23 HOSTED SYSTEM

Describe the service model being offered.

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1. Service is Commercial Off the Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Service (IaaS). Refer to the glossary for definitions.
2. The State requires the service provider to use web services exclusively to Interface with the State of New Hampshire's Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.
3. Describe how the Vendor will make the solution available through the NHED Single Sign On system.

It is preferred the service provider's relevant Data Center(s) are certified to the Federal Information Security Management Act (FISMA) level 3 ATO4 and/or Federal Risk and Authorization Management Program (FedRAMP) CSP5, and have independent annual SOC 2 Type 2 audits performed.

1. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.
2. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:
 - a. Data storage, Data Encryption, Data destruction, Data location, Data handling,
 - b. business continuity and disaster recovery plan;
 - c. Security incident or Data Breach notification,
 - d. change control and maintenance,
 - e. patching and upgrades
3. Describe how the service provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet based Hosting.
4. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this RFP .
5. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a Service Level Agreement (SLA) which will be developed and agreed to in the Contract phase. The State also requires the service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

TOPIC 24 BACKUP AND RECOVERY

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The State seeks a sound Backup and Recovery provision as part of the Solution.

1. Describe the tools used for Backup and Recovery of Applications and Data.
2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.
3. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
4. Use of and method for logging and journaling;
5. Single points of failure and recommended approaches for their elimination;
6. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.
7. Explain your high-level methodology for creation of a Disaster Recovery Plan.
8. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
9. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.

TOPIC 25 ASSURANCE OF BUSINESS CONTINUITY

The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

1. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.
2. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

TOPIC 26 SUPPORT AND MAINTENANCE FOR VENDOR HOSTED SYSTEM

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.

1. Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs Email, access to technical support staff.
3. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.

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4. Describe any particular procedures required to handle escalation and emergency calls.
5. Detail the types and frequency of support tasks required.
6. Describe any different levels and or models of support and maintenance that you provide
7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - a. mean time between Reported Deficiencies with the Software;
 - b. diagnosis of the root cause of the problem; and
 - c. identification of repeat calls or repeat Software problems.

For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:

- a. nature of the Deficiency;
 - b. current status of the Deficiency;
 - c. action plans, dates, and times;
 - d. expected and actual completion time;
 - e. Deficiency resolution information;
 - f. Resolved by;
 - g. Identifying number i.e. work order number; and
 - h. Issue identified by.
8. Describe how the State will be informed of emergency maintenance or system outages?
 9. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will 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.

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APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

APPENDIX D: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

D-1. Vendor Qualifications

Vendor qualifications are important factors in selecting Software and accompanying Implementation and Support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.
- e. This Appendix identifies specific information that must be submitted.

D-2. Required Information on Corporate Qualifications

Describe the major business areas of the firm and length of time in business. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

D-2.1. Financial Strength

Provide at least one of the following:

- a. The current Dunn & Bradstreet Report on the firm;
- b. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement;
- c. The firm's most recent income tax return.

D-2.2. Litigation

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

D-2.3. Prior Project Descriptions

Provide descriptions of no more than Five (5) similar projects completed in the last Five (5) years specifically used for adult education activities under WIOA. Each project description should include:

- a. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
- b. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- c. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
- d. Names and project roles of individuals on the Vendor proposed team for the New Hampshire Project that participated in the project described.

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D-2.4. Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

- a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- b. A high-level description of the Subcontractor's organization and staff size;
- c. Discussion of the Subcontractor's experience with this type of Project;
- d. Resumes of key personnel proposed to work on the Project;
- e. Two references from companies or organizations where they performed similar services and
- f. Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

D-3. Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- WIOA, Title II Adult Education & Family Literacy Act of 2014 National Reporting System
- National Trainer with experience working with adult learners (local staff) through online and/or in-person formats
- Technical Assistance with experience troubleshooting technical issues such as data integration with other systems, access through single sign on systems and providing support for State and local users

A single team member may be identified to fulfill the experience requirement in multiple areas.

D-3.1 Candidates for Project Manager and Key Vendor Staff Roles

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three (3) pages in length addressing the following:

- a. The candidate's educational background;
- b. An overview of the candidate's work history;
- c. The candidate's project experience relevant to the proposed project, including project type, project role and duration of the assignment;
- d. Any significant Certifications held by or honors awarded to the candidate

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APPENDIX E PRICING

APPENDIX E: PRICING

E-1. Pricing

Vendor’s Price Proposal must be based on the worksheets formatted as described in this Appendix. The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

E-1.1. Activities / Deliverables / Milestones Pricing

The Vendor must include the IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table E-1.1.				
ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Security Plan	Written		
5	Communications and Change Management Plan	Written		
6	Software Configuration Plan	Written		
7	Systems Interface Plan and Design/Capability	Written		
8	Testing Plan	Written		
9	Data Conversion Plan and Design	Written		
10	Deployment Plan	Written		
11	Comprehensive Training Plan and Curriculum	Written		
12	End User Support Plan	Written		
13	Business Continuity Plan	Written		
14	Documentation of Operational Procedures	Written		
INSTALLATION				
15	Provide Software Licenses if needed	Written		
16	Provide Fully Tested Data Conversion Software	Software		
17	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				

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18	Conduct Integration Testing	Non-Software		
19	Conduct User Acceptance Testing	Non-Software		
20	Perform Production Tests	Non-Software		
21	Test In-Bound and Out-Bound Interfaces	Software		
22	Conduct System Performance (Load/Stress) Testing	Non-Software		
23	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
SYSTEM DEPLOYMENT				
24	Converted Data Loaded into Production Environment	Software		
25	Provide Tools for Backup and Recovery of all Applications and Data	Software		
26	Conduct Training	Non-Software		
27	Cutover to New Software	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		
Total				

E-1.2. Software License Pricing

Please utilize the following table to detail the required Software costs associated with your Proposal.

Table E-1.2.		
SOFTWARE LICENSE PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL COST
1		
2		
3		
Total		

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software License item proposed.

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E-1.3. Software Operations, Maintenance and Support Pricing

Use the following table to provide a detailed listing of the annual operational costs of each Software product that is part of your Proposal, including operations, maintenance and support. This should not include the initial cost identified in the Software License Cost Table listed above.

Table E-1.3.					
SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET					
SOFTWARE NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software package proposed that requires annual support costs.

E-1.4. Hosting Pricing

Use the following table to provide a detailed listing of the annual Hosting costs of the full Application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, Data Storage Fees, Upload/Download Fees etc.

Table E-1.4.					
HOSTING DETAIL PRICING WORKSHEET					
HOSTING DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Hosting item proposed.

E-1.5. Other Costs

If other costs exist but were not handled in the above Pricing Table Worksheets, please use the following table to provide a detailed itemization of any additional cost.

Table E-1.5.					
OTHER COST PRICING WORKSHEET					
OTHER COST DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Training					

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Total				
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NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each other cost item proposed.

E-1.6. Implementation Pricing Summary

Please complete the following table that should summarize all Implementation costs associated with your Proposal.

Table E-1.6.		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	TOTAL COST
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	
2	Hardware Pricing (Total from Hardware Pricing Worksheet)	
3	Software License Pricing (Total from Software License Pricing Worksheet)	
4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	
5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	
6	Other Pricing (Total from Other Cost Pricing Worksheet)	
Grand Total		

E-1.7. Vendor Staff, Resource Hours and Rates Worksheet

Use the Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals who will be assigned to the Project, hours and applicable rates. Information is required by stage. Names must be provided for individuals designated for key roles, but titles are sufficient for others. This information is for reference purposes only and will not be taken into account during our price proposal scoring.

Table E-1.7.				
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				
Operations				
Total Hours				

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Hourly Rate				
Vendor Resource Price Total (Hours X Rate)				

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

E-1.8. Future Vendor Rates

The State may request additional services from the selected Vendor and require rates in the event that additional services are required. The following format must be used to provide this information.

The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year. *This information is for reference purposes only and will not be taken into account during our price proposal scoring.*

Table E-1.8.					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	SFY24	SFY25	SFY26	SFY27	SFY28
Project Manager					
Position 1					
Position 2					
etc.					
Total					

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

E-1.9. Proposed State Staff Resource Hours

Use the Proposed State Staff Resource Hours Worksheet to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

Table E-1.9.				
PROPOSED STATE STAFF, RESOURCE HOURS				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				
Operations				

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Total Hours				
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NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

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APPENDIX F DOIT INFRASTRUCTURE & SECURITY

APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

F-1. Technical Architecture

Components of the State's technical architecture include:

F-1.1. State Network Environment

The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area Networks using various technologies including Carrier Ethernet Services (CES), Microwave Wireless and Virtual Private Networks (VPN) Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core Network location in Concord to facilitate access to Email, the Internet, and the State's financial Applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own Networks, out-source the support, or use the resources of another agency.

F-1.2. Internet Access

The State of New Hampshire has purchased thru American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers so as to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

F-1.3. VMware

The State uses VMware for Windows Server virtualization and virtual hosts are deployed at two separate State campus sites. VMware provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMware automatically fails over all of the virtual Servers on that host to another host. The EMC NetWorker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

F-1.4. Oracle

For the State's Oracle enterprise systems, an Oracle/Linux solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC NetWorker and Data Domain backup solution. Data Domain is also employed to meet the backup requirements within OVM.

F-2. Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

F-2.1. Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information,

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APPENDIX F DOIT INFRASTRUCTURE & SECURITY

and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State Networks, Systems and Data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

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APPENDIX G MERCHANT CARD SERVICES

APPENDIX G: MERCHANT CARD SERVICES

Not Applicable

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APPENDIX H DEFINITIONS

APPENDIX H: 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.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An 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 documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information 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	“Data 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. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.

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Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.

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Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this 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.
Specifications	The written details 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 Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.

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Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the 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 B: <i>Business/Technical Requirements and Deliverables</i> . 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.

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 APPENDIX I P-37 STATE GENERAL PROVISIONS AND EXHIBITS

APPENDIX I P-37 STATE GENERAL PROVISIONS AND EXHIBITS

| **FORM NUMBER P-37 (version 2/23/2023)**

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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APPENDIX I P-37 STATE GENERAL PROVISIONS AND EXHIBITS

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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APPENDIX I P-37 STATE GENERAL PROVISIONS AND EXHIBITS

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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APPENDIX I P-37 STATE GENERAL PROVISIONS AND EXHIBITS

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

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APPENDIX J: LOCAL QUARTERLY REPORTS

APPENDIX J: Local Quarterly Report Examples

The following are examples of required local quarterly reports due on October 15, January 15, April 15 and July 15.

Adult Education & Literacy Activities (AEL)

Quarterly Summary 2022-2023																	
Center Name					Use Drop Down for Center Name												
Program Type	AEL				Use Drop Down for Program Type												
Enrollment by Starting EFL	Enrolled				Left				Completed				Quarterly Totals				Total Enrollment
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	FY22
ABE L1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total ABE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total ESL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Enrollment by Funding Stream	Enrolled				Left				Completed				Totals			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Dual Enrolled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Title II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Reportable Individuals	Total #					Total Reportable	Percent Reportable
	Q1	Q2	Q3	Q4			
Title II	0	0	0	0	0	0	
Dual Enrolled	0	0	0	0	0	0	
Grand Total	0	0	0	0	0	0	

Measurable Skill Gain	State Target	Percent of MSG 1st PoP				# of Participants				Total Attendance Hrs				Total Attendance Hours		Achieved at least one EFL Gain				Attained SSD/HSE			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	FY22	FY22	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
ABE L1	25.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L2	26.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L3	23.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L4	31.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L5	29.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L6	32.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total ABE	28.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L1	20.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L2	24.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L3	34.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L4	35.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L5	36.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL L6	29.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total ESL	31.9%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	29.5%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

STATE OF NEW HAMPSHIRE
Department of Education, Bureau of Adult Education
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APPENDIX LOCAL QUARTERLY REPORTS

Post Testing Rate	Number of Pretested				Number Posttested				Posttest Rate			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
ABE L1	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ABE L2	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ABE L3	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ABE L4	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ABE L5	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ABE L6	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total ABE	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ESL L1	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ESL L2	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ESL L3	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ESL L4	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ESL L5	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ESL L6	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total ESL	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Grand Total	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

State Target is 48%

Primary Indicators of Performance	State Target	Number Exited				Number Achieved				Percent Achieved			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Employment at Q2	22.0%	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Employment at Q4	24.0%	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Median Earnings	\$6,200.00	0	0	0	0	0	0	0	0				
Attained SSD & Enrolled in PSE/T		0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Attained SSD & Employed		0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Attained PS Credential		0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Attained any credential	19.0%	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Adult Diploma Program (ADP)

Quarterly Summary 2022-2023

Center Name: Second Start
 Program Type: ADP

Enrollment by Starting EFL	Enrolled				Left				Completed				Quarterly Totals				Total Enrollment
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
ABE L5 - Dual Enrolled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L5 - Title II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total L5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L6 - Dual Enrolled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L6 - Title II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total L6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand ASE Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Enrollment by Funding Stream	Enrolled				Left				Completed				Totals				Total Enrollment
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Dual Enrolled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Title II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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Reportable Individuals	Total #				
	Q1	Q2	Q3	Q4	Total
Dual Enrolled	0	0	0	0	0
Title II	0	0	0	0	0
Grand Total	0	0	0	0	0

Measurable Skill Gain	State Target	# of Participants				Total Attendance Hrs				Achieved at least one EFL Gain				Attained SSD/HSE				Percent of MSG 1st PoP								
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4					
ABE L5 - Dual Enrolled		0	0	0	0	0.00	0.00	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ABE L5 - Title II	44.0%	0	0	0	0	0.00	0.00	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L6 - Dual Enrolled		0	0	0	0	0.00	0.00	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE L6 - Title II	28.0%	0	0	0	0	0.00	0.00	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	33.0%	0	0	0	0	0	0	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Total Participants				Total Attendance Hours				Total EFL Gains				Total SSD/HSE												
		0				0.00				0				0												

Credits	Q1	Q2	Q3	Q4	Total
Possible Credits	0	0	0	0	0
Carnegie Credits Earned	0	0	0	0	0
Passing Rate	#DIV/0!				

This captures Possible Credits in the Quarter when the Class Starts and Earned Credit in the Quarter it is earned.

Primary Indicators of Performance	State Target	Number Exited				Total Exited	Number Achieved				Total # Achieved	Percent Achieved														
		Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4											
Employment at Q2	22%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Employment at Q4	24%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Median Earnings	#####	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Attained SSD & Enrolled in PSE/T		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Attained SSD & Employed		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Attained PS Credential		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Attained any credential	19%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0