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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
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October 7, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation (VR) to enter into a contract with B & F TEACHING AND TECHNOLOGY, LLC, of Bloomfield, NJ (Vendor Code 317872), in an amount not to exceed \$33,812 to provide Independent Living (IL), Part B services, effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled Independent Services (Part B) in FY22 & FY23 and anticipated to be available in FY24 upon the availability and continued appropriations of funds in the future operating budget with the ability to adjust encumbrances between fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
06-56-56-565010-25420000-102-500731	\$12,679.50	\$16,906.00	\$4,226.50
Contracts for Program Services			

EXPLANATION

The New Hampshire Department of Education receives an annual grant of \$338,117 from the United States Department of Health and Human Services, Administration of Community Living, and Independent Living Administration. The grant under Title VI, Part B of the Rehabilitation Act, as amended, enables the state to provide independent living services to individuals with significant disabilities so they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities. The services provide under the contract are available statewide. Services include: information and referral, peer advocacy, accessible van transportation, care coordination, vehicle modification program and independent living skills training.

B & F TEACHING AND TECHNOLOGY, LLC has a purpose of teaching individuals who are blind or who have vision loss technology independence. B & F TEACHING AND TECHNOLOGY, LLC has over 30 years of experience providing computer technical support and training to individuals who are blind or vision-impaired.

A Request for Proposals (RFP) was advertised on the Department of Education website on 3/8/21 with a deadline for proposals of 4/26/21. There were five (5) proposals submitted to the Request for Proposals "Independent Living, Part B" in response to the notice.

A review committee consisting of the Administrator for Blind Services, a Program Specialist, Field Service Administrator and a VR Supervisor met and discussed the proposals. The team reviewed all five (5) proposals received by the deadline, and all five (5) proposals were chosen based on the review and score of the information (Attachment A).

Should Federal Funds become unavailable, General funds will not be requested to support the program.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

B & F TEACHING AND TECHNOLOGY, LLC

Attachment A

Scoring for the Independent Living, Part B proposals:

Significance of Proposal: Description of applicant's abilities to meet or exceed the Purposes and Priorities, Minimum Requirements and Services to be Provided, including a description of work experience and educational background in Independent Living service provision. This will include a review of the letter of interest, letters of recommendation and resumes.

<u>Proposal Criteria</u>	<u>Reviewers Average Score</u>
Statement of Need (10)	5
Project Description (20)	10
Sustainability (20)	20
Organizational Capacity (15)	25
Collaboration (15)	19
Organization Budget (20)	<u>18.75</u>
Total for Evaluation Criteria	97.75

Evaluation Criteria Scores (proposals above 60 will receive funding if appropriate)

	Dan F.	Lisa B.	Scott V.	Beth D.	Total for Evaluation Criteria
B & F	100	96	98	97	97.75
FIS	89	91	89	95	91
BIANH	87	83	92	93	88.75
NDHHS	85	85	85	89	86
GSIL	70	73	80	76	74.75

BIANH=Brain Injury Association of New Hampshire, GSIL=Granite State Independent Living, NDHHS=Northeast Deaf and Hard of Hearing Services, FIS=Future In Sight, B & F= B & F Teaching and Technology

Scoring for review occurred on May 5, 2021. The proposal review panel consisted of the following employees from the Department of Education:

Reviewer Qualifications:

Dan F. has worked for the VR agency for 2 years and is the Administrator for Blind and Vision-Impaired.

Lisa B. has worked for the agency for six years and is a VR Supervisor. She has oversight of a local office and assists in other activities as needed within the administration.

Scott V. has worked for the VR agency for over 20 years and has primary responsibility over blind services operations.

Beth D. has worked for the agency for 29 years and oversees the agencies VR offices and supervisors for the bureau.

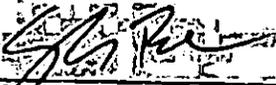
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name Department of Education		1.2 State Agency Address 21 S. Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name B & F TEACHING AND TECHNOLOGY, LLC		1.4 Contractor Address 37 Comley Place, Bloomfield, NJ 07003	
1.5 Contractor Phone Number 973-743-6107	1.6 Account Number See Exhibit C	1.7 Completion Date 9/30/2023	1.8 Price Limitation \$33,812
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature  Date: 9-3-21		1.12 Name and Title of Contractor Signatory Richard Fox, President	
1.13 State Agency Signature  Date: 10-12-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A Rudis</i> Director, On: 10/13/2021			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Christopher Bond  On: 10/12/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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



EXHIBIT A

Additional Exhibits D-G.

Federal Certification 2 CFR 200.415

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

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

All the terms and conditions applicable for the use of federal funds, as outlined in the Office of Management and Budget (OMB) Uniform Grant Guidance, shall be applied by the contractor to any contract activities and expenses, and may be amended from time to time.

As a single member LLC, Richard Fox, represents that he/she currently has no employees, and as such, is effectively exempt from RSA 281-A. If he/she should hire any employees; however, he/she would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

Contract between B & F TEACHING AND TECHNOLOGY, LLC and the New Hampshire Department of Education

Page 1 of 5

Contractor Initials

Date 9-3-21

EXHIBIT B

SCOPE OF SERVICES

The Contractor, B & F TEACHING AND TECHNOLOGY, LLC shall provide independent living (IL) services based on the federal regulation 45 CFR Part 1329 per the Workforce Innovation Opportunity Act (WIOA), upon Governor and Council approval, through September 30, 2023.

The scope of the work shall include the contractor identifying individuals who may be eligible for services, develop documentation in support of their eligibility and complete a plan to utilize appropriate and necessary independent living "core" or traditional services.

According to the Administration on Community Living and Definitions in 45 CFR 1329.4 "Independent Living Core services" mean, for purposes of services that are supported under Independent Living Services or Center for Independent Living programs-

- 1) Information and referral services;
- 2) Independent Living skills training;
- 3) Peer counseling, including cross-disability peer counseling;
- 4) Individual and systems advocacy;
- 5) Services that:
 - i. Facilitate the transition of individuals with significant disabilities from nursing homes and other institutions to home and community-based residences, with the requisite supports and services."
 - ii. "Provide assistance to individuals with significant disabilities who are at risk of entering institutions so that the individual may remain in the community."
 - iii. Facilitate the transition of youth who are individual's with significant disabilities, who were eligible for individualized education programs under IDEA.

B & F TEACHING AND TECHNOLOGY, LLC shall:

1. Provide independent living services in accordance with 45 CFR 1329.
2. Provide information about IL services make referrals to other programs for individuals with significant disabilities as required under 45 CFR 1329.
3. The Contractor shall obtain medical, psychological, psychiatric, educational, vocational, social and financial information necessary to support eligibility for services.
4. The Contractor shall assist applicants in completion of any necessary forms and will develop an Independent Living Plan (ILP) prior to service provision.
5. The Contractor shall coordinate services with other state and local programs to avoid duplication of services.
6. The Contractor shall develop and maintain a consumer service record for each IL program customer. Documentation shall include eligibility decisions signed and dated by the Service Coordinator, services requested by the customer, the ILP, the services actually provided and goals achieved by the customer as a result of the IL services.
7. The Contractor shall apply for and document in the customer case record specific comparable benefits sought and obtained, prior to billing the Department of Education, Division of Workforce Innovation, Independent Living Program.
8. The ILP shall identify the service (s) to be received, the approximate cost and duration, the provider, the goal of the program, the intermediate objectives and a review of each objective at specified points.
9. The Contractor shall assist the customer in the completion of a financial needs test per 12-month period which begins on the date of eligibility, for a service or combination of services. Services provided will be contingent upon financial need.
10. If a service has been denied to a customer, that decision, along with rationale should be provided to the customer and appeal rights provided.
11. The Contractor shall maintain contact with customers and services providers to ensure that services are being delivered in a timely and appropriate manner. Contacts will be documented in the customer service record.

Contract between B & F TEACHING AND TECHNOLOGY, LLC and the New Hampshire Department of Education

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Contractor Initials

Date 9-3-21

EXHIBIT B CONTINUED

12. The Contractor shall coordinate service delivery between service providers and eligible customers to ensure timely and appropriate services until each customer's program is determined to be inactive or closed.
13. The Contractor shall provide quarterly reports indicating customers served and total number of hours provided. At the end of the contract period a final report shall incorporate total number of consumers served, services provided under each service category of the contract.
14. Capture data in a manner to be able to produce the Title VI, Part B 704 annual performance report as required by 45 CFR 1329.
15. All services provided are available statewide.

DELIVERABLES AND TIMELINE

- A. One-on-one Access Technology training remotely via online platforms like: JAWS Tandem, Zoom, Teams, or speaker phone to blind or vision-impaired consumers. Training in the following areas:
 - a. Basic, intermediate or advanced JAWS, ZoomText, Fusion, NVDA, Narrator, and Narrator/Windows Magnifier. NVDA is an acronym standing for Nonvisual Desktop Access, but now is an official name for a screen reading application.
 - b. Windows concepts using JAWS, ZoomText, Fusion, NVDA, Narrator, and Narrator/ Windows Magnifier.
 - c. Meeting apps, including Google Meet, Zoom, and Microsoft Teams.
 - d. Microsoft Office products paired with the assistive technology programs mentioned above, including Word, Excel, Outlook and PowerPoint.
 - e. Surfing the Web with the above-mentioned access technologies, using Chrome, Firefox and Edge
 - f. FS Reader to read JAWS training material and other DAISY books with JAWS and Fusion. FS Reader is the official name of a computer application manufactured by Freedom Scientific. It is a DAISY book reader using FS Reader is the official name of a computer application manufactured by Freedom Scientific. JAWS is a screen reading computer application manufactured by Freedom Scientific. DAISY was once an acronym, but it has evolved and is now a name. It is a protocol for digital books, accessible and navigable by people with disabilities. DAISY was once an acronym, but it has evolved and is now a name.
 - g. The Google suite of apps, including Gmail, Calendar, Docs, Sheets and Slides with ChromeVox, JAWS, ZoomText, Fusion and NVDA.
 - h. Cloud storage, including Dropbox, iCloud and OneDrive.
 - i. ChromeBook with ChromeVox.
 - j. iPad and iPhone with VoiceOver or VoiceOver/ Zoom by Apple.
 - k. Native iOS apps, such as Phone, Mail and Safari. iOS is the official name of the operating system made by Apple, running on iPhones and iPads.
 - l. Applications for productivity, travel or independent living, including but not limited to BARD Mobile, GoodMaps Explore, and Seeing AI, with iPhone and iPad.
 - m. Pairing and using a Braille display with JAWS, NVDA, Fusion, ChromeBook, iPad and iPhone
 - n. Prepare curriculums and provide reference notes, if necessary.
- B. Referral Process
 - a. The consumer's referral source or counselor will refer each consumer, listing training objectives for each individual.
 - b. During the first lesson, an assessment of the consumer's skills and learning pace will occur.
 - c. After the lesson, we will send the referral source or counselor an assessment report, estimating the number of hours required to achieve the training objectives. If the referral source or counselor agrees, the training will commence.
 - d. Monthly reports will be completed, in which we will list training objectives that have been fulfilled successfully.

Contract between B & F TEACHING AND TECHNOLOGY, LLC and the New Hampshire Department of Education

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Contractor Initials

Date 9-3-21

EXHIBIT B CONTINUED

C. Program Evaluation

The Contractor shall conduct bi-annual customer satisfaction surveys as documentation of quality assurance and program evaluation. The survey will document the individuals satisfaction with the services provided, measuring the extent to which the services received improved the consumer's ability to live independently. Results shall be sent to the Department of Education bi-annually.

D. Reporting

- Summary reports will be provided to the Department on a quarterly basis. This report will include a quarterly itemized expenditure report and budget reconciliation report.
- All Part B funds must be tracked separately, as well as services that were provided by the resources. Monthly reports will include type of service being provided, staff providing the service, date of the service, hours of the service and consumers receiving the service. The first report and invoice will be due November 15, 2021 and the 15th day of each month, thereafter.
- Program site visits can be conducted with a two-week notice, indicating the information that will be reviewed, including a comprehensive financial review.

EXHIBIT C

BUDGET

	FY2022	FY2023	FY2024	Total
Hourly Instruction: \$90/hour	\$11,137.50	\$14,850.00	\$3,712.50	\$29,700.00
Software and operational technology	\$732.00	\$976.00	\$244.00	\$1,952.00
Administrative Fee	\$810.00	\$1,080.00	\$270.00	\$2,160.00
Total	\$12,679.50	\$16,906.00	\$4,226.50	\$33,812.00

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed \$33,812.00.

Funding Source: Funds to support this request are available in the accounts titled VR-Field Programs-Federal in FY2022 and FY2023 and anticipated to be available in FY2024, upon the availability and the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>
06-56-56-565010-25420000-102-500731	\$12,679.50	\$16,906.00	\$4,226.50

Contracts for Program Services

Method of Payment:

Invoices and reports shall be electronically submitted to:

Dan Frye, Administrator, Services for Blind and Visually Impaired
Daniel.B.Frye@doe.nh.gov

Copy to:

Lisa Hinson-Hatz, Vocational Rehabilitation
Lisa.K.Hatz@doe.nh.gov

Contractor Initials 
Date 7-3-21

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

RF

Contractor Initials

Date 9-3-21

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials

Date


9-3-21

Exhibit F

Anti-Lobbying

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

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

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

Contractor Initials
Date

JR F
9/2/06

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials

Date 7-3-21

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that B & F TEACHING AND TECHNOLOGY, LLC is a New Jersey Limited Liability Company registered to transact business in New Hampshire on May 11, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 841950

Certificate Number: 0005418632



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of August A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Richard Fox, as a Sole Owner of my Business, B&F Teaching and Technology, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hercunto set my hand as the Sole Owner of the Business this 3rd day of September, 2021.


Sole Owner

STATE OF New Jersey
COUNTY OF Essex

On this the 3rd day of September 2021, before me, Adler Desrosiers Jr the undersigned Officer, personally appeared, Richard Fox who acknowledged herself to be the Sole Owner of B&F Teaching and Technology a Business, and that she, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Sole Owner.

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


Notary Public/Justice of the Peace

My Commission expires: 11/05/2025

Adler Desrosiers, Jr.
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/05/2025
Comm. ID # 50142788



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

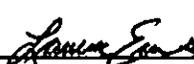
PRODUCER Couch Braunsdorf Insurance Grp PO BOX 888 701 Martinsville Rd. Liberty Corner, NJ 07938-0888	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 800 223-5433 FAX (A/C, No): 908-580-1274
INSURED B&F Teaching & Technology LLC 37 Comley Place Bloomfield, NJ 07003	E-MAIL ADDRESS: _____
	INSURER(S) AFFORDING COVERAGE
	INSURER A: United States Liability Insurance Group NAIC # 25895
	INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X		[REDACTED]	05/11/2021	05/11/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	05/11/2021	05/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			[REDACTED]	05/11/2021	05/11/2022	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is included as an Additional Insured in accordance with the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER New Hampshire Bureau of Vocational Rehabilitation Division of Workforce Innovation Attn: Dan Frye 21 South Fruit Street, Suite 20 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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