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MLC

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
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September 07, 2022

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Workforce Innovation, Bureau of Vocational Rehabilitation, Services for the Blind and Vision Impaired (SBVI), to hold an organized meeting in November 2022, in Concord, NH, for a total cost not to exceed $79,600.00 for the purpose of sponsoring a conference entitled: "The New England Blindness Employment Conference" effective upon Governor and Council approval through December 30, 2022. 100% Federal Funds.

2. Contingent upon approval of Requested Action #1, authorize the Department of Education, Division of Workforce Innovation, Bureau of Vocational Rehabilitation, Services for the Blind and Vision Impaired (SBVI), to enter into a contract with Sky's the Limit Communications, LLC., (317653) Hershey, PA to support the project management and logistical facilitation of a conference in the amount of $79,600.00 for "The New England Blindness Employment Conference" effective upon Governor and Council approval through December 30, 2022. 100% Federal Funds.

Funding is available in account, VR-Field Programs-Federal, as follows:

06-56-56-565010-25380000-102-500731	FY2023
Contracts for Program Services	$79,600.00

EXPLANATION

Through its Services for the Blind and Vision Impaired (SBVI), the Bureau of Vocational Rehabilitation (VR) of the New Hampshire Department of Education (NHED) seeks to host a two-day in-person conference in Concord, New Hampshire, November 7-8, 2022. This Conference will be organized by Sky's the Limit Communication, LLC., (Event Planner) and host approximately one hundred fifty (150) individuals, including current and potential vocational rehabilitation (VR) customers, employers, and agency staff from New Hampshire and our surrounding region.

This Conference will address issues of blindness adjustment, training, employment, accessible technology, and motivational strategies. These strategies are calculated to encourage and inspire Conference participants to understand that blindness or vision loss need not limit personal accomplishment.

The primary stakeholder group of this Conference is VR customers and potential customers. Conference attendees will receive information and motivation through high-impact plenary sessions and in concurrent sessions tracks: the Employment Track and the Entrepreneurial Track. This Conference will also provide attendees an accessible and supported environment in which to build their employment-related networks: with potential employers, with staff from government agencies, and with one another.

NHED recognizes the barriers blind and low vision individuals face in securing the information, tools, and resources needed to find and sustain competitive employment. Not only will this Conference offer information and guidance to help individuals begin breaking down these barriers, up to seventy-five (75) New Hampshire VR customers and eligible potential customers will receive, at no cost to the customer, overnight accommodations, and meals at the Conference site as well as transportation assistance to and from the Conference site. The Conference will also integrate best practices in non-visual and low vision accessibility and will thus serve as a model for participants to learn about these tools and techniques and develop the skills and confidence needed to effectively self-advocate in their community and employment settings.

Additionally, this Conference will furnish continuing education credit for members of our agency staff. We anticipate offering up to 12.5 hours of Certified Rehabilitation Counselor continuing education through the Commission on Rehabilitation Counselor Certification. Thus, our staff can secure more than ten percent (10%) of their five-year continuing education requirements in these two days – at no additional cost (fees or time off) to the state of New Hampshire.

At the Conference's conclusion, participants will receive accessible and navigable electronic surveys. The results of these surveys will inform document needs and serve as valuable tools in future services, resources, and programming for SBVI customers.

The Request for Proposals (RFP) for the marketing services was posted on the NH Department of Education website on May 18, 2022. On June 1, 2022, the answers to all questions requested from potential contractors was posted on the website. On June 24, 2022, the program received three (3) proposals for the RFP. A review team met and reviewed all proposals. The team consisted of the Administrator of Blind Services programs, as well as a Program Specialist, Program Coordinator and two (2) Vocational Rehabilitation Counselors. The team chose Sky's the Limit Communications, LLC., for funding. See Attachment A.

Sky's the Limit Communications, LLC., was chosen for this project and will support the project management and logistical facilitation of a conference, designed to bring together New Hampshire's and New England states' blind, vision impaired, and deaf-blind individuals. The event will highlight employment and independent living skills by providing a wide range of experts to share successes and strategies. Sky's the Limit Communications, LLC., will address issues of blindness adjustment, training, employment, accessible technology, and motivational strategies to successfully live life independently.

Sky's the Limit Communications, LLC., will manage the selection of a venue depending on its central location and proximity to attendees traveling from within New Hampshire and other New England states. The venue will be compact in size and the hotel layout will need to be optimal for the type of attendance, given their visual impairment, attendees of this conference may find larger more complex hotel sites challenging in nature.

Sky's The Limit Communications, LLC., brings a national knowledge base related to blindness and employment. The organization is well connected to the keynote and general session content and experts to gather and share knowledge with the New England states.

If Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet

Proposal Criteria in the RFP

Category	Points
Ability to engage in all aspects of logistical management for the conference	5
Has qualified staff	5
History of billing/invoicing with State agencies	5
Robust pre-conference plan	5
Experience working with exhibitors, presenters, and stakeholders	5
Clear marketing plan, demonstrated marketing for past conferences	5
Post conference plan for follow up is outlined	5
Strategy for technical difficulties and ability to host even remotely or hybrid	5
Ability to deliver culturally competent and accessible services	5
Ability to obtain liability and property damage insurance	5
Experience of vendor in managing the conference	10
Quality of the references	15
Rate budget and cost breakdown	25
Total	100

Proposals Received and Scored

Staff	Sky's the Limit	UA Current	Vancro
Dan F.	94	83	52
Amy C.	95	92	81
Bob T.	83	84	79
Scott V.	88	80	74
Average	**90**	**84.75**	**71.5**

Review Process

The Request for Proposals was posted on the Department of Education's website and the Department of Administrative Services website on May18th, 2022. Three (3) RFP Proposals were received by the due date of June 24th, 2022.

A proposal review occurred on June 29th, 2022. The review team made the decision to fund The Sky's the Limit Communications LLC proposal. The RFP review panel consisted of the following employees from the Department of Education.

Reviewer Qualification

Daniel F., Administrator I, Services for Blind and Vision-Impaired. Daniel has been with the bureau for nearly two years and manages all the areas of the agency relating to blindness as well as managing the Independent Living grants administrated by the bureau.

Amy C., Program Coordinator, M.S., C.R.C Older Individuals who are Blind and Vision Impaired Program. Has been with Services for Blind and Vision-Impaired for 15 years.

Bob T., Vocational Rehabilitation Councilor II with Services for Blind and Vision-Impaired for 4 months, was a Vocational Rehabilitation Counselor III for the State of Vermont for 3 years.

Scott V., Deputy Administration for Services for Blind and Vision-Impaired and has been with Services for Blind and Vision-Impaired for 22 years.

Venue Cost Sheet

Item	Hotel #1	Hotel #2	Hotel #3	Hotel #4	Hotel #5
Hotel Name	**Concord Marriott**	**Holiday inn Downtown Concord**	**The Centennial Hotel**	**Residence Inn Concord**	**The Hotel Concord**
Event Room Rental	Not quoted	$1,300	Not enough space available **Max capacity = 40 people seated**	Not enough space available **Max capacity = 50 people seated**	Not enough space available **Max capacity = 100 people seated**
Audio Visual	Not quoted	Not quoted	Not quoted	Not quoted	Not quoted
Conference Furniture/ Equipment	Not quoted	Not quoted	Not quoted	Not quoted	Not quoted
First day lunch	**Total per person** ($26 – plus tax and gratuity of 8.5 % and 20%, respectively): **$33.41** **Total for 120 people: $4,009.20**	**Total per person** ($15.95 lunch – plus tax and gratuity of 8.5 % and 20%, respectively): **$20.50** **Total for 120 people: $2,460.00**	Not quoted	Not quoted	Not quoted
First day dinner	**Total per person** ($36 – plus tax and gratuity of 8.5 % and 20%, respectively): **$46.26** **Total for 120 people: $5,221.20**	**Total per person** ($22.95 lunch – plus tax and gratuity of 8.5 % and 20%, respectively): **$29.50** **Total for 120 people: $3,540.00**	Not quoted	Not quoted	Not quoted
Second day breakfast	**Total per person** ($18 – plus tax and gratuity of 8.5 % and 20%, respectively): **$23.13** **Total for 120 people: $2,775.60**	**Total per person** ($0.00 – included in room rate): **$0.00** **Total for 120 people: $0.00**	Not quoted	Not quoted	Not quoted
Second day lunch	**Total per person** ($26 – plus tax and gratuity of 8.5 % and 20%, respectively): **$33.41** **Total for 120 people: $4,009.20**	**Total per person** ($15.95 lunch – plus tax and gratuity of 8.5 % and 20%, respectively): **$20.50** **Total for 120 people: $2,460.00**	Not quoted	Not quoted	Not quoted

TOTAL Food & Beverage	**Total per person** ($26 lunch, $36 dinner, $18 breakfast, $26 lunch – plus tax and gratuity of 8.5 % and 20%, respectively): **$136.21** **Total for 120 people: $16,345.20**	**Total per person** ($15.95 lunch, $22.95 dinner, $0 breakfast, $15.95 lunch – plus tax and gratuity of 8.5 % and 20%, respectively): **$70.50** **Total for 120 people: $8,460.00**	Not quoted	Not quoted	Not quoted
Accommodation	$129.00/night + tax = **$139.97** **Total for 75 people: $10,497.75**	$129.00/night + tax = **$139.97** **Total for 75 people: $10,497.75**	Not quoted	Not quoted	Not quoted
Total	**Per person** (meals and lodging): **$402.11** **Total for meals for 120 people and rooms for 75 people: $26,842.95**	**Per person** (meals and lodging): **$210.47** **Total for meals for 120 people and rooms for 75 people: $18,957.75**	Not quoted	Not quoted	Not quoted

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 25 Hall St. Concord, NH 03301	
1.3 Contractor Name Sky's the Limit Communication, LLC.		1.4 Contractor Address 8 Primrose Dr. Hershey, PA 17033	
1.5 Contractor Phone Number 717-298-1481	1.6 Account Number See Exhibit C	1.7 Completion Date 12/30/22	1.8 Price Limitation $79,600.00
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz, Vocational Rehabilitation Director		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature Date: 9-12-2022		1.11 Name and Title of Contractor Signatory Mariann DeNotaris, Chief Executive Officer	
1.13 State Agency Signature Date: 9/21/2022		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: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Elizabeth Brown (Attorney) On: 9/21/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 9-12-22

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.

Contractor Initials MDW
Date 9-12-20

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials MGH

Date 9-12-22

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials MDR
Date 5/12/22

EXHIBIT A

SPECIAL PROVISIONS

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).

Sky's the Limit Communication, LLC, represents that it has no employees, and as such, is effectively exempt from RSA 281-A. If the company shall hire any employees, however, the LLC would be required to comply with Paragraph 15 of the P-37.

EXHIBIT B

Contract Documents

Additional exhibits D-G attached.

Scope of Services

Sky's the Limit Communications LLC., (Event Planner) will provide the following services to the New Hampshire Department of Education (NHED), Bureau of Vocational Rehabilitation (VR).

NHED Services for the Blind and Vision Impaired (SBVI) will sponsor a two-day conference addressing issues of blindness adjustment, training, employment issues, accessing technology, and motivational strategies calculated to encourage and inspire conference participants with an understanding that blindness or vision loss has minimal limits on what a person who is blind or has low vision may accomplish. This conference will occur in Concord, New Hampshire, on November 7-8, 2022. The Event Planner will prepare and execute all aspects of the event reasonable to the SBVI Administrator. The Event Planner will also serve as the onsite point person, and behind the scenes logistical administrator, throughout the conference.

Event Planner will prepay (in advance) all expenses for the venue, lodging, travel, meals, publications and any indirect costs. To receive compensation/reimbursement for prepaid expenses the Event Planner must submit an invoice with attachments showing attendance records for the conference and receipts for venue, lodging, travel, meals, publications and any indirect costs.

Deliverables

Sky's the Limit Communications LLC., will be the event planner for the Administrator of SBVI and his Conference Planning Team (CPT) in carrying out the following duties and generating the accompanying deliverables.

Event Planning, Coordination, Management, Advertisement & Registration

1. Coordinate and assure conference registration, venue, lodging, transportation, meals, publications and marketing materials for up to 120 attendees.

2. Setup disability related accommodations, including American Sign Language (ASL) interpreters, Communication Access Realtime Translation Service (CART) services, etc.; These services are for individuals who are deaf or hard of hearing for the (two) 2-day conference.

3. Design and supply all event materials and publications (Conference Materials, Name Tags, Agenda, Signage, and Conference-Branded Giveaways) for one hundred twenty-five (125) persons.

4. Apply for and obtain 9 to 24 credit hours of Commission on Rehabilitation Counselor Certification (CRC) for applying for and CRC credits for Certified Vocational Rehabilitation Counselor that work for the Agency of Vocational Rehabilitation.

5. Complete conference preparation, including, securing approval of Certified Rehabilitation Counselor (CRC) Credits, securing site for the 2-day conference, communicating with agency and outside agency stakeholders, outside entities, outreach to coordinate all conference presenters and exhibitors. Coordinate and facilitate accessibility for all individuals for both days of the conference. Create and maintain attendee registration lists while updating as needed with prompt transmission of registration lists and its' updates to agency stakeholders.

6. Coordinate and attend pre-conference meetings and take meeting minutes and facilitate all communications between attendees, stakeholders and the NHED.

EXHIBIT B CONTINUED

a. Outreach to and maintain communication with potential conference attendees, including, seventy-five (75) New Hampshire Vocational Rehabilitation (NHVR) current and future customers, NHVR staff members.

b. Outreach to potential New Hampshire conference attendees, including, blindness/low vision professionals in early childhood intervention and K-12 grades instruction. Teachers for the Visual Impaired, Orientation and Mobility Specialists, etc.

c. Outreach to post-secondary education professionals, particularly in the field of disability services.

d. Outreach to other individuals providing blindness/low vision services; such as employees of state agencies, non-profit organizations, etc.

e. Outreach to Employers in both public and private sectors.

7. Develop and prepare conference materials (in multiple formats, including non-visual accessible formats), save the date announcement, conference flyers, registration forms, conference agenda flyers, name tags, conference signage, end of conference surveys and any other identified conference materials.

8. Provide onsite conference staffing to support coordination of communication with, staff of the conference venue, registration, transportation to and from the conference for up to seventy-five (75) current/potential NHVR customers, presenters (where needed) and other conference attendees (where needed). Coordinate reasonable accommodation(s), meals, needs of conference attendees, speakers, state agency staff, exhibitors, and other conference attendees.

Lodging & Meals

9. Event Planner will coordinate and provide the following:

   a. Provide lodging for ten (10) conference speakers.

   b. Provide lodging for two (2) nights each for two (2) event staff room.

   c. Provide lodging for four (4) nights for One (1) event staff room.

   d. Provide lunch on first day of conference (11/7) for fifteen (15) conference speakers.

   e. Provide lunch on first day of conference (11/7) for five (5) event staff persons.

   f. Provide lunch on first day of conference (11/7) for Seventy-five (75) VR current/potential customer conference attendees.

   g. Provide lunch on first day of conference (11/7) for thirty-five (35) additional conference attendees (VR Agency Staff, NH state and school staff; NH Public and private employers, out-of-state individuals, etc.).

   h. Provide lunch on second day of conference (11/8) for fifteen (15) conference speakers.

   i. Provide lunch on second day of conference (11/8) for five (5) event staff persons.

   j. Provide lunch on second day of conference (11/8) for seventy-five (75) VR current/potential customer conference attendees.

EXHIBIT B CONTINUED

k. Lunch on second day of conference (11/8) for thirty-five (35) additional conference attendees (VR agency staff, NH state and school staff; NH public and private employers, out-of-state individuals, etc.).

l. Provide dinner on first day of conference (11/7) for fifteen (15) conference speakers.

m. Provide dinner on first day of conference (11/7 for five (5) event staff persons.

n. Provide dinner on first day of conference (11/7) for Seventy-five (75) VR current/potential customer conference attendees.

o. Provide dinner on first day of conference (11/7) for thirty-five (35) additional conference attendees (VR agency staff, NH state and school staff; NH public and private employers, out-of-state individuals, etc.).

10. If needed, help attendees book lodging for the conference.

Transportation & Transportation Facilitation for Visual Impaired

11. Facilitate and coordinate reasonable accommodation requests for conference transportation of seventy-five (75) current and potential future Vocational Rehabilitation customers attending the conference.

    a. Facilitate and coordinate reasonable transportation accommodation for confirmed conference presenters.

    b. Transportation for three (3) event staff.

Conference & Post-Conference Surveys

12. Administer conference surveys, gather, and interpret results and de-brief with the Vocational Rehabilitation Administrator of the Services for Blind and Visual Impaired.

Indirect Costs 10%

13. Indirect costs are those costs which are not readily identifiable with a particular cost objective (e.g., direct organizations activity project), but nevertheless are necessary for the general operation of an organization. Examples of indirect costs include but are not limited to the salary and related expenses of individuals working in accounting, personnel, purchasing functions, rent, depreciation and utilities.

EXHIBIT C

Budget

Deliverable	FY2023	Total
Event Planning, Coordination, Management, Advertisement & Registration	TBD	$30,140.00
Lodging & Meals	TBD	$24,000.00
Transportation & Transportation Facilitation for the blind & Visual Impaired	TBD	$14,500.00
Post-Conference Surveys	TBD	$3,000.00
Indirect Costs 10%	TBD	$7,960.00
Total		$79,600.00

Limitation on Price: Upon mutual agreement between the state contracting office and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $79,600.00.

Funding Source: Funding is available in account, VR-Field Programs-Federal, as follows:

06-56-56-565010-25380000-102-500731	FY2023
Contracts for Program Services	$79,600.00

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month, and is supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

Bill Gaffney
William.G.Gaffney@doe.nh.gov
Cc: Susan.S.Roma@doe.nh.gov

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.

Revised 6-25-21

Contractor Initials MBR
Date 9-12-22

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. NHEDs 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 NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the NHED 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.

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

https://www.gsa.gov/forms-library/disclosure-lobbying-activities

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 NHED 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 MRH
Date 7-12-22

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 NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. 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 NHED 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 NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, 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 NHED, financial information, partner information(including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED 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 NHED 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 NHED or subcontracted with the Contractor.

Ownership of Intellectual Property
The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED 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 NHED.

Revised 6-25-21

Contractor Initials MW
Date 2-14-22

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SKY'S THE LIMIT COMMUNICATIONS LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on April 24, 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: **840543**

Certificate Number: **0005842747**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of August A.D. 2022.

David M. Scanlan
Secretary of State

(LLC)

LLC Certification of Authority

I, Mariann De Notaris, **hereby certify** that I am the Chief Executive Officer,
Member or
(Name)

and the sole officer of Sky's the Limit Communications, LLC.,
(LLC)

a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Resolution.

DATED: 9/6/22 **ATTEST:** Mariann DeNotaris, CEO
(Name & Title)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IBA Insurance
1345 E. Chocolate Avenue
Hershey PA 17033

CONTACT NAME: Stacia Zewe
PHONE (A/C, No, Ext): 717-585-2055 FAX (A/C, No): (717) 298-1671
E-MAIL ADDRESS: stacia@yourwm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance	
INSURER B: Coalition Insurance Solutions	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sky's the Limit Communications LLC
8 Primrose Drive
Hershey PA 17033

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	06/19/2022	06/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			[redacted]	06/19/2022	06/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			[redacted]	06/21/2022	06/21/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Cyber Liability			[redacted]	07/28/2022	07/28/2023	Aggregate	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

education/training consultant

CERTIFICATE HOLDER

NHED
25 Hall Street

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 <SZ>

Stacia Zewe

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The New England Blindness Employment Conference
Department of Education
Bureau of Vocational Rehabilitation
Services for Blind and Vision-Impaired

November 7 & 8, 2022

Holiday Inn Conference Center (TBD)
Concord, New Hampshire

November 7, 2022

Welcome: Lisa Hinson-Hatz, Vocational Rehabilitation (VR)

Introduction of the Day & Keynote: Dan Frye

Keynote & Discussion: Employment As the Foundation for Success: Joanne Wilson, Retired Commissioner of the Rehabilitation Services Administration (RSA), Alexandria, Virginia

Session 1 & Discussion: Strategies for Success in Employment as a Blind, Vision Impaired, or Deaf-Blind Person: Greg Trapp, ESQ., Director, New Mexico Commission for the Blind, Albequerque, New Mexico

Lunch & Presenter: Kim Charlson, Director, Perkins Library for the Blind, Watertown, MA.

Session 2 & Discussion: Resources for Maximizing Productivity on the Job: A Panel Discussion: ------, President and Chief Executive Officer, Helen Keller National Center for Deaf-Blind Youth and Adults; ------, President and Chief Executive Officer, National Braille Press, Boston, MA.; Scott Krugg, President and Chief Executive Officer, New England Low Vision and Blindness, -----, MA.; Randy Pierce, President and Chief Executive Officer, Future In Sight, Concord, New Hampshire.

Session 3: I'm Working, and It's Working Well: Panel of Successful Participants & Businesses

November 8, 2002

Keynote & Discussion: Independent Living Skills: Michael Bullis, Executive Director, The Image Center, Baltimore, Maryland

Session 1 & Discussion: The Value of Volunteering As a Blind, Vision-Impaired, and Deaf-Blind Person: Mark Riccobono, President, National Federation of the Blind, Baltimore, Maryland

Lunch & Presenter: Jonathan Mosen, Chief Executive Officer, Bridges, Wellington, New Zealand.

Closing Remarks: Daniel Frye

The New England Blindness and Employment

Addressing issues of blindness adjustment, training, employment, technology, and strategies to encourage and inspire.

October 15th & 16th
Concord, NH

Image taken from top of Mt. Washington of scenic mountains with rugged terrain in foreground.

New Hampshire Bureau of Vocational Rehabilitation

603.271.3471 | 800.299.1647
www.education.nh.gov/vr

VR New Hampshire
EMPOWERING INDIVIDUALS.
ENGAGING BUSINESS.

DAVID J. DE NOTARIS

Summary:

Dedicated, engaging and optimistic communicator and leader with 20 years' experience raising expectations, stretching imaginations and improving opportunities for individuals, businesses and organizations by communicating a clear, concise, and convincing message. Demonstrated successful experience in assisting individuals with barriers to employment in achieving independence through access to education/training, independent living and, for over 25,000 residents of PA, real jobs with real pay, returning $200M in state and federal taxes. Expert, results-oriented business relationship developer; excellent communicator/trainer; published author and reliable team leader/member/collaborator with over 20 years' experience in successful project management.

Professional Experience:

- Project leadership/management, business-relationship-development and presenter, writer and influencer.
- Communications/media-relations, oversee all aspects of agency digital/print campaigns including Facebook, Twitter and LinkedIn enhancing staff/customer/business engagement, as well as Annual Report success story concept-development.
- Develop speaking points for elected official's/policy makers including Governor, cabinet Secretaries, Directors and front-line staff regarding organizational mission, vision and operations.
- Oversee all aspects of labor management and human resources: Workforce trend analysis, recruitment, interviewing, promoting, bargaining unit negotiations, and discipline.
- Partner with Government Legislative Affairs and Policy Offices to manage/improve all aspects of cross-agency/stakeholder/constituent relations.
- Spearheaded cutting-edge program in partnership with Penn State University, the PA Department of Education and the PA Department of Labor & Industry to design, implement and deliver state-of-the-art mentoring/training programs to prepare high school students with disabilities for success in post-secondary education and employment.
- Developed college summer internship programs with SAP Enterprises for college students with disabilities.
- Collaborated/established Governor's Summer College Internship program with the PA Governor's Office of Administration for college students with disabilities, in 31-Commonwealth-agencies.
- 20 years' experience developing, implementing and promoting successful educational, employment and technology training programs for individuals who are experiencing barriers to employment.
- 20 years' experience researching, designing and delivering leadership, motivational and cultural-diversity training for Fortune 500 companies, government agencies, associations and colleges/universities. All trainings designed and aligned specifically with an organization's core values, goals and objectives.

Technology Expertise:

- Accessibility champion – developed and maintain a cross-agency-statewide Assistive Technology Learning Community and associated listserv for best practice/knowledge-transfer, as well as, accessibility vision and problem resolution.
- OCR consultant for Xerox Imaging System – developed concept for OCR scanner utility which was distributed nationally.
- Extensive experience with adaptive hardware and software promoting universal-design across agency enterprise systems with MS-Windows and Apple/IOs solutions.

Employment History:

Speaker/Trainer/consultant Sky's the Limit Communications, LLC.
1992 – present

- Research, design and deliver inspirational leadership, self-esteem and diversity training programs for Fortune 500 companies, government agencies, nonprofit providers, associations and colleges/universities, matching their core values, mission and goals.
- Presented individualized programs for groups of 10 to 17,000. Partial company list includes NASA, NASA, Prudential and Verizon. Over 50,000 trained.

Executive Director/Deputy Secretary, Department of Labor & Industry, Office of Vocational Rehabilitation
2015 –June 2018

- Responsible for 21 district offices; 1,100 staff; $200 million yearly budget; state and federal contracts; and 9 bargaining units.
- Direct the Commonwealth's Federal Vocational Rehabilitation (VR) Program: develop and encourage ongoing strategic partnerships with State departments, governor appointed boards, community-based organizations/providers, stakeholder-groups and employers statewide to promote potential and direct placement of customers into employment opportunities.

Director, PA Department of Labor and Industry, Bureau of Blindness and Visual Services
August 2007 – 2015
Manager Statewide Operations, NJ Department of Human Services, Commission f/t Blind and Visually Impaired, October 2004-August 2007.

- Oversee all aspects of accessible textbook distribution material center for 5000 students. Responsible for high-school/college units to prepare students for post-secondary education and work success.

Coordinator, Assistive Technology Services, New Jersey Commission f/t Blind and Visually Impaired
February 2001 – October 2004

- Researched, evaluated and recommended assistive technology to school districts, universities and corporations to improve and promote opportunities for individuals with diverse backgrounds.
- Created Adaptive Users Listserv for information sharing/dissemination and learning communities.
- Liaison to State Rehabilitation Council: organized meetings/program content, disseminated information and ensured compliance with county, state and federal regulations and mandates.

Program Coordinator, First Occupational Center of New Jersey
1992 – February 2001

- Supervised and directed staff: intake/interview personnel, job-coach/employment specialists, vocational evaluators, information technology specialists, counselors, administrative support and drivers.
- Consulted with HR professionals/hiring-managers in companies, universities and organizations to support the placement of individuals with disabilities in high-demand-occupations.
- Provided cultural competency awareness trainings for numerous government agencies, Workforce Investment Boards and Fortune 500 companies; e.g., Verizon, NASA, New Jersey Transit, Prudential Insurance, Public Service Enterprise Group and New Jersey Performing Arts Center. Results include over 50,000 trained.

Honors & Awards:

- Featured in Comcast/Xfinity National Social Media Accessibility Campaign, May 2019.
- Helen Keller Award for Independence, VIABL Services, 2009.
- ESU Alumni of the Year, East Stroudsburg University, April 2006.
- Mandela Award (for promoting diversity), Montclair State University, May 2005.
- Selected to deliver graduate student commencement address at Montclair State University Graduation Ceremony: Continental Airlines Arena, 17,000 in attendance, May 2004.
- Author, *Feeling Your Way Through Life*, Insight Publishing Group, 2001.
- Appointed to NJ State Rehabilitation Council by Governor Whitman, 1997; Elected Chairman, 1999.
- Featured in Bell Atlantic/NYNEX new accessible technology advertisement, February 1997.
- Appointed to Essex County Workforce Investment Board/Adult Literacy, 12/1996-2001.
- Selected and member: *International Who's Who for Professional Trainers,* 1997.
- Outstanding Speaker of the Year, National Speakers Association, 1996.
- Two-time World and Three-time National Drug-Free Power Lifting Champion, 1985-86, 1988-91.

Education:

M.A. Administrative Supervision Leadership Training and Development, Montclair State University, Upper Montclair, NJ

B.A. Speech Communications, East Stroudsburg University, East Stroudsburg, PA

Professional Certifications:

Certified Public Manager (CPM), Fairleigh Dickinson University
Supervisor Certification, NJ Department of Personnel
Principal Certification, NJ Department of Education