



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

June 8, 2023

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

REQUESTED ACTION

Authorize the Department of Education to exercise a contract renewal option with Inclusive Technology Solutions, LLC, Brick, New Jersey (vendor code 265222) to expand the state-wide Assistive Technology (AT) model, by increasing the price limitation by \$299,900 from to \$299,900 to \$599,800 and extending the completion date from June 30, 2023 to June 30, 2025 effective upon Governor and Council approval for the period July 1, 2023 through June 30, 2025. The Governor and Council originally approved this contract on June 30, 2022, item #150. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled IDEA-Special Ed- Elem/Sec for FY24 and FY25, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25040000-102-500731	<u>FY24</u>	<u>FY25</u>
Contracts for Program Services	\$149,950.00	\$149,950.00

EXPLANATION

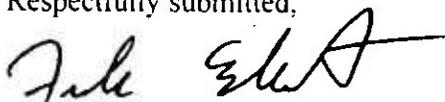
The New Hampshire Department of Education is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C III. Inclusive Technology Solutions, LLC, will further expand the development of the statewide system for implementing NH's Assistive Technology model to include the capacity to disseminate and implement assistive technology and accessibility policies, procedures, supports, services and trainings within the NH Accessible Education Materials

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page Two

Implementation Plan. This will include the design to implement a NHAEM/AT coordinated system that supports the work of the existing Universal Design for Learning Framework, the State Systemic Improvement Plan and the alignment with state literacy initiatives supporting effective reading instruction for all students, including students with disabilities.

The Department of Education would like to continue the contract with Inclusive Technology Solutions, LLC, as Mike Marotta, Assistive Technology Professional, Assistive Technology Specialist and President of Inclusive Technology Solutions, LLC is a Rehabilitation Engineering and Assistive Technology Society of North American (RESNA) Certified Assistive Technology Professional with 30 years of providing direct services to individuals with all disabilities. Inclusive Technology Solutions, LLC works collaboratively with teams in all environments (school, workplace, and community) to effectively match the individual's needs to technology support.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Frank Edelblut
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 6, 2023

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

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Inclusive Technology Solutions, LLC, as described below and referenced as DoIT No. 2021-114A.

The purpose of this request is to expand upon the implementation of the state-wide Assistive Technology (AT) model, and the systems that support it, to improve outcomes for students with significant disabilities.

The Total Price Limitation will increase by \$299,900 for a New Total Price Limitation of \$599,800, effective upon Governor and Council approval through June 30, 2025.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2021-114A

cc: Tim DePalo, IT Manager

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Special Education Support, hereinafter "the Agency," and Inclusive Technology Solutions, LLC, Brick, New Jersey, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 30, 2021 (Item #150) hereby agree to modify same as follows:

1. Amend Section 1.6 by removing June 30, 2023 and replacing with June 30, 2025.
2. Amend Section 1.8 by increasing the price limitation by \$299,900 from \$299,900 to \$599,800.
3. Remove Exhibit B and Replace with Exhibit B-1
4. Remove Exhibit C and Replace with Exhibit C-1
5. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
6. This amendment shall commence upon Governor and Council approval for the period of July 1, 2023, and shall terminate on June 30, 2025.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: Frank Edelblut 06/09/2023
Frank Edelblut, Commissioner of Education Date

Inclusive Technology Solutions, LLC

By: Michael Marotta 6/5/23
Michael Marotta, President Date

Approved as to form, substance and execution by the Attorney General this _____ day of _____, 20__.

Jill Perlow 6/9/23
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

EXHIBIT B-1
SCOPE OF SERVICES

Inclusive Technology Solutions, LLC will provide the New Hampshire Department of Education (NHED), Bureau of Special Education Supports with the following services.

New Hampshire Assistive Technology (NH AT) Connect

Priority 1:

Expand the statewide system for implementing NH's Assistive Technology model by providing training, coaching, and/or mentoring methodologies to implement and sustain evidence-based practices with Assistive Technology supports and services as required under Individuals with Disabilities Education Act (IDEA). The expansion of the statewide system will include the development of policies and procedures to ensure that assistive technology, accessibility and accessible educational materials (AEM) are an essential component in all NH schools supporting all students, including students with disabilities. This system will align with the existing Universal Design for Learning Framework, the State Systemic Improvement Plan and related state literacy initiatives to support effective reading instruction. This priority will also include:

Live Learning Experience

- 9 hours of synchronous virtual training series per group on Assistive Technology (AT), Accessible Educational Materials (AEM), Accessibility and Universal Design for Learning (UDL)
- Provide information regarding how to implement and sustain evidence-based practices with Assistive Technology supports and services to 5 different regional groups for 2-3 hours per month
- Develop toolkits to support work with selected school district teams regarding AT, Accessibility, AEM, and UDL
- Develop 5 hours of virtual *Quality Indicators for Assistive Technology (QIAT)* recorded webinars and activities
- Conduct up to 7 Social Media chats: October-May; ½ hours per chat between 7pm-8pm
- Host in-person public awareness events regarding the work of the above mentioned priority
- Provide synchronous virtual learning experiences via webinars
- Manage cohort groups of selected school district teams regarding the above mentioned priority
- Content development support
- Attendance at regular stakeholder meetings
- Coaching Support

Priority 2:

Expand the development of the statewide system for implementing NH's Assistive Technology model to include the capacity to disseminate and implement assistive technology policies, procedures, supports, services and trainings within the NH Accessible Education Materials Implementation Plan. This will include the design and plan to implement a NHAEM/AT coordinated system that supports the work of the existing Universal Design for Learning Framework, the State

Contract amendment between Inclusive Technology Solutions, LLC and the New Hampshire Department of Education

Contractor Initials: MM

Date: 6/5/23

EXHIBIT B-1 CONTINUED

Systemic Improvement Plan and the alignment with state literacy initiatives supporting effective reading instruction for all students, including students with disabilities. This priority will also include:

- Developing partnerships with statewide, regional and local community events focused on education to raise awareness about NH AT Network activities
- Connect with Statewide and Regional Special Education groups
- Participate as a Solution Partner at @ Christa McAuliffe Technology Conference (NHCMTTC)
 - Includes: (2) 50-minute presentations
- Promotional materials shared with participants
- Host public awareness in person events regarding the work of the priority
- Manage cohort groups of selected school district teams regarding this priority
- Provide synchronous virtual learning experiences via webinars
- Content development support
- Attendance at regular stakeholder meetings
- Coaching Support

Priority 3:

Coordinate the distribution of resources and information to schools, families, students and other stakeholders regarding assistive technology processes, procedures, supports, and services, supported by the *Quality Indicators for Assistive Technology (QIAT)*, *Comprehensive Guide to Assistive Technology Services*. This priority will also include:

- Provide Professional Development and Training in Assistive Technology
- Support Administrators in their leadership roles regarding the requirements and need of Assistive Technology Services
- Manage cohort groups if selected school district teams regarding this priority
- Provide synchronous virtual learning experiences via webinars
- Content development support
- Attendance at regular stakeholder meetings
- Coaching Support

Priority 4:

Design and disseminate a NHAEM/AT Coordinated System Evaluation Report that annually reports to the NHED data and information regarding the progress of the NHAEM/AT coordinated system implementation plan supported by the *Quality Indicators for Assistive Technology (QIAT)*, *Comprehensive Guide to Assistive Technology Services* and *Quality Indicators for the Provision of Accessible Educational Materials and Technologies* and its alignment the Universal Design for Learning, State Systemic Improvement Plan and related state literacy initiatives. This priority will also include:

- Collect, evaluate, design and develop specific data and information for annual report
- Compile final report for approval of completion.
- Partner with Bureau of Special Education to finalize and disseminate final report via various production methods (digital / print)
- Publicize findings through social media, stakeholder events.

Contract amendment between Inclusive Technology Solutions, LLC and the New Hampshire Department of Education

Contractor Initials: MM

Date: 6/5/23

**EXHIBIT C-1
BUDGET**

Budget

Services to be Provided	FY'24	FY'25
NH Assistive Technology (NHAT) Connect: Project Management	\$42,000.00	\$42,000.00
NHAT Connect Training Program asynchronously	\$42,000.00	\$42,000.00
NHAT Connect Training Program – Participating Teams	\$6,000.00	\$6,000.00
NHAT Connect Training Program – Community Stakeholders & Participating Teams	\$4,000.00	\$4,000.00
AT Conference / Resource Expo	\$6,000.00	\$6,000.00
NHAT Connect – Collaborate / Participate in NH Statewide Education Conferences and stakeholder events	\$7,500.00	\$7,500.00
NHAT Connect Family Voice Training Series/Online events	\$4,750.00	\$4,750.00
Student, Environments, Tasks and Tools (SETT) and <i>Quality Indicators for Assistive Technology</i> QIAT Training Modules	0	0
Design and development of learning modules focused on Accessibility and Accessible Educational Materials (AEM)	\$6,000.00	\$6,000.00
NH QIAT handbooks for each district in NH to raise awareness of Assistive Technology Service Delivery Best Practices	0	0
QIAT books for each participating team of regional groups	0	0
Assistive Technology Toolkit	\$3,500.00	\$3,500.00
Remote training Virtual Platform	\$500.00	\$500.00
Website Development and online learning opportunities	0	0
Design, develop and deploy learning modules via State approved LMS	\$7,200.00	\$7,200.00
Research, coordinate, design and disseminate an annual NHAEM/AT Coordinated System Evaluation Report	\$17,000.00	\$17,000.00
Indirect costs (site rental, printing, shipping, etc.)	\$3,500.00	\$3,500.00
<i>Total</i>	\$149,950.00	\$149,950.00

Limitations 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 the price limitation of \$599,800.

Contract amendment between Inclusive Technology Solutions, LLC and the New Hampshire Department of Education

Contractor Initials: NY

Date: 6/5/23

EXHIBIT C-1 CONTINUED

Source of Funding: Funds to support this request are anticipated to be available in the account titled Special Education Ed-Elm/Sec. for FY24 and FY25, upon the availability and continued appropriation of funds in future operating budget, with the ability to adjust encumbrances between Fiscal Years within the price limitation through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25040000-102-500731	<u>FY'24</u>	<u>FY'25</u>
Contracts for Program Services	\$149,950.00	\$149,950.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th of the month. Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and 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:

Mary Lane, Education Consultant: mary.t.lane@doe.nh.gov

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 INCLUSIVE TECHNOLOGY SOLUTIONS, LLC is a New Jersey Limited Liability Company registered to transact business in New Hampshire on March 19, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 722843

Certificate Number: 0006199924



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Michael Marotta, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Inclusive Technology Solutions, LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or 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 partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 6/5/23

ATTEST: Michael Marotta President
(Name & Title)



TRISURA

Trisura Specialty Insurance Company
210 Park Avenue, Suite 1400
Oklahoma City, OK 73102

CERTIFICATE OF INSURANCE

Named Insured: Inclusive Technology Solutions

Michael E Marotta
213 Nottingham Dr
Brick, NJ 08724

Policy Number: TPP 0860760 05

Client ID: 57216

Policy Effective Date: 11/25/2022

Policy Expiration Date: 11/25/2023

This Certificate is provided only for information purposes and confers no rights upon the Certificate Holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown above, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the Certificate Holder.

IMPORTANT: If the Certificate holder is an additional insured, the policy must be endorsed.

Surplus Lines Producer's Name & Address:

Richard F. Jones, Jr., Agent / Broker
c/o FORREST T. JONES & COMPANY, INC.
P.O. Box 418131
Kansas City, MO 64141-8131
Phone: (800) 821-7303

Certificate Holder:

NH Department of Education
25 Hall Street
Concord, NJ 03301

**Private Educators Professional Liability
(Claims Made)**

Limit of Liability:

\$1,000,000 per Claim Limit of Liability

\$3,000,000 Aggregate Limit for all Claims

Deductible: \$1,000

Off Premises

Limit of Liability:

N/A per Claim Limit of Liability

N/A Aggregate Limit for all Claims

Deductible: N/A

Coverages:

This certifies that the policy of insurance shown above was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown above may have been reduced by paid Claims.

Cancellation:

In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.

Authorized Representative

Issue Date: 04/10/2023

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JUN18'21 AM 9:00 RCVD

Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 16, 2021

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Inclusive Technology Solutions, LLC, Brick, New Jersey (vendor code 265222) in the amount not to exceed \$299,900.00 to expand the state-wide Assistive Technology (AT) model, effective upon Governor & Council for the period July 1, 2021 through June 30, 2023, with an option to renew for an additional two years based on performance and identified ongoing need. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled Special Education Ed-Elm/Sec. for FY'22 and FY'23, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

06-56-56-562010-25040000-102-500731	<u>FY'22</u>	<u>FY'23</u>
Contracts for Program Services	\$149,950.00	\$149,950.00

EXPLANATION

The New Hampshire Department of Education is responsible for meeting legislative mandates to provide technical assistance under RSA 186-C III. Inclusive Technology Solutions, LLC, will expand the statewide Assistive Technology model using training, coaching, and/or mentoring methodologies to build and sustain evidence-based practices with Assistive Technology supports, services, and provisions within the Universal Design Framework for students with disabilities, including those with significant challenges to support personalized learning and literacy for all.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page Two

A Request for Proposals (RFP) was advertised in the Manchester Union Leader for the period October 26th, October 27th and October 28th, 2020, as well as posted on the Department of Education's website. The Department received one (1) proposal from the issuance of the Request for Proposals "*New Hampshire Assistive Technology (AT) Connect.*"

A review committee consisting of Danielle Pelletier, Education Consultant, Bureau of Student Support, Stan Freeda, Education Consultant, Title IV-1 Program Team, and Marcia McCaffrey, Education Consultant, Bureau of Instructional Supports, Academics and Assessment, reviewed and scored the proposal received. Inclusive Technology Solutions, LLC's proposal met the criteria of the Request for Proposals (Attachment A).

The Department of Education would like to contract with Inclusive Technology Solutions, LLC, as Mike Marotta, Assistive Technology Professional, Assistive Technology Specialist and President of Inclusive Technology Solutions, LLC is a Rehabilitation Engineering and Assistive Technology Society of North American (RESNA) Certified Assistive Technology Professional with 30 years of providing direct services to individuals with all disabilities. Inclusive Technology Solutions, LLC works collaboratively with teams in all environments (school, workplace, and community) to effectively match the individual's needs to technology support.

In the event that the 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

New Hampshire Assistive Technology (AT) Connect

Proposal Criteria in the RFP

Significance of Proposal	40 points
Quality of Services to be provided:	
• Technical Skill	30 points
• Content Knowledge	<u>30 points</u>
Possible Points	100 points

One (1) proposal was received and scored

Name of bidder

Inclusive Technology Services, LLC

Stan Freeda

80

Danielle Pelletier

80

Marcia McCaffrey

80

Peer Review

88

The RFP Review Committee met via Zoom on Tuesday, January 5, 2021 at 1:00pm with Mary Lane, Education Consultant, Bureau of Student Support as facilitator.

The RFP review committee consisted of the following employees from the Department of Education:

Stan Freeda, Education Consultant

Stan is the State Educational Technology Director and Online Learning Specialist, he works out of the Office of ESEA Title Programs. As the digital learning and literacy specialist, one of his primary responsibilities is coordinating the Title IV-A Program. As the State Educational Technology Director, he is responsible for supporting educational technology and digital literacy in New Hampshire schools by reviewing and approving school Information and Communication Technologies Literacy programs and providing guidance for district technology planning.

Danielle Pelletier, Education Consultant

Danielle oversees the NH Educational Surrogate Parent Program as well as managing grants, engaging in compliance monitoring activities and providing technical assistance to the field of special education. She has years of special education experience and has worked across the special education process as a paraeducator, special education teacher and case manager as well as possessing experience working in disability services at the Post-secondary level. Danielle is passionate about providing access to education for all learners.

Marcia McCaffrey, Education Consultant

Marcia is the Arts Consultant for the NH Department of Education, has over 21 years of leadership experience at the state education agency working with partners and key stakeholders to interpret and implement quality arts education for the state's public education sector. Her responsibilities include the content areas of dance, media arts, music, theatre, visual arts, and physical education as well as grants coordinator for the federal Rural Low Income Schools program. She actively trains teachers and supports schools and districts in their ever-evolving efforts toward more and better arts education for all students.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 1, 2021

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

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Inclusive Technology Solutions, LLC, of Brick, NJ, as described below and referenced as DoIT No. 2021-114.

This is a request to enter into a contract, with Inclusive Technology Solutions, LLC, for the expansion of the state-wide Assistive Technology (AT) model. Expansion will include coaching, and/or mentoring methodologies to build and sustain evidence-based practices with Assistive Technology supports, services, and provisions within the Universal Design Framework for students with disabilities, including those with significant challenges to support personalized learning and literacy for all.

The contract amount is \$299,900 and shall be effective upon Governor and Executive Council approval through June 30, 2023.

A copy of this letter should accompany the Department of Education's contract documentation through the approval process.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik
DoIT #2021-114

cc: Bruce Smith, DoIT

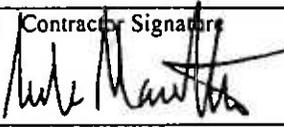
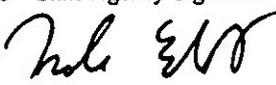
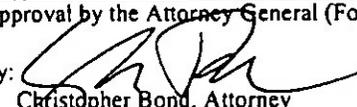
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education Bureau of Student Support		1.2 State Agency Address 101 Pleasant Street Concord, New Hampshire 03301	
1.3 Contractor Name Inclusive Technology Solutions, LLC		1.4 Contractor Address 213 Nottingham Drive Brick, New Jersey 08724	
1.5 Contractor Phone Number 732-581-0697	1.5 Account Number See Exhibit C	1.6 Completion Date June 30, 2023	1.8 Price Limitation \$299,900.00
1.9 Contracting Officer for State Agency Rebecca Fredette, Administrator Bureau of Student Support		1.10 State Agency Telephone Number 603-271-6693	
1.11 Contractor Signature  Date: 4/28/21		1.12 Name and Title of Contractor Signatory Mike Marotta, President Inclusive Technology Solutions, LLC	
1.13 State Agency Signature  Date: 6-3-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/7/21 Christopher Bond, Attorney			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
SPECIAL PROVISIONS

Exhibits D, E, F, and G

The Department reserves the right to renew the contract for an additional two (2) years based on the performance and identified ongoing need, not to exceed \$149,950.00 annually or \$299,900.00 for the additional two years.

Renewal Year One: July 1, 2023 – June 30, 2024

Renewal Year Two: July 1, 2024 – June 30, 2025

Michael Marotta represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with Paragraph 15 of the P-37.

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).

Exhibit B
SCOPE OF SERVICES

Inclusive Technology Solutions, LLC will provide the New Hampshire Department of Education, Bureau of Student Support with the following services.

New Hampshire Assistive Technology (NHAT) Connect

Priority 1:

Expand the statewide Assistive Technology model using training, coaching, and/or mentoring methodologies to build and sustain evidence-based practices with Assistive Technology supports, services, and provisions within the Universal Design Framework for students with disabilities, including those with significant challenges to support personalized learning and literacy for all.

Priority 2:

Continue the development of a statewide model that building the capacity to disseminate and implement assistive supports, services and training.

Priority 3:

Coordinate the distribution of resources and information to schools, families, students and other stakeholders regarding assistive technology processes, supports, and services, supported by the *Quality Indicators for Assistive Technology (QIAT), Comprehensive Guide to Assistive Technology Services*.

- Consideration of Assistive Technology Needs
- Assessment of Assistive Technology Needs
- Including Assistive Technology in the IEP
- Assistive Technology Implementation
- Assistive Technology Transition
- Professional Development and Training in Assistive Technology
- Administrative Support of Assistive Technology Services

Priority 4:

Work collaboratively with NHAT collaborators across New Hampshire, develop and maintain a central Assistive Technology resource website available for all New Hampshire stakeholders.

Exhibit C
Budget

Budget

Services to be Provided	FY'22	FY'23
NH Assistive Technology (NHAT) Connect: Project Management <ul style="list-style-type: none"> • Facilitate and develop events • Manage cohort groups • Website development support • Attendance at regular stakeholder meetings • Coaching Support 	\$42,000.00	\$42,000.00
NHAT Connect Training Program 9 hours Synchronous Trainings per Regional Group (up to 5) (Between hours of 8am-4pm) FY'22 - Virtual Learning Experience 9 hours of synchronous virtual training per group <ul style="list-style-type: none"> • 2-3 hours per month x 5 regional groups • 5 hours virtual <i>Quality Indicators for Assistive Technology (QIAT)</i> recorded webinars and activities FY'23 - Hybrid Learning Experience <ul style="list-style-type: none"> • 9 hours live, in person training (1/2 day x 3 per regional group) • 5 hours virtual training (including QIAT videos) Social Media chat: (7) - Monthly October-May; ½ hours between 7pm-8pm - can also be searched asynchronously	\$42,000.00	\$42,000.00
NHAT Connect Training Program - Participating Teams <ul style="list-style-type: none"> • Current Cohort - Quarterly Virtual Coaching Sessions <ul style="list-style-type: none"> • (3) per group • (15) total • Semi Annual Virtual Coaching Sessions for previous program teams <ul style="list-style-type: none"> • 2 sessions x 2 trainers • Just in Time Coaching will be provide as requested by current participating and previous teams 	\$6,000.00	\$6,000.00
NHAT Connect Training Program - Community Stakeholders & Participating Teams Trainings: Synchronous Online Learning Experiences <ul style="list-style-type: none"> • 5 AT Expert Webinars - \$2500 <ul style="list-style-type: none"> • Open to community stakeholders • 5 AT Tool Time Webinars - \$1250 <ul style="list-style-type: none"> • Note: All webinars will be recorded and shared on DOE AT Web page 	\$3,750.00	\$3,750.00

Contractor initials: MM
Date: 4/28/21

Exhibit C
Budget (cont'd)

Services to be Provided	FY'22	FY'23
AT Conference / Resource Expo <ul style="list-style-type: none"> • For participating teams; former teams and community stakeholders • FY 22: virtual conference (due to COVID-19) • FY 23: in person conference (depends on nature of pandemic) 	\$6,000.00	\$6,000.00
NHAT Connect – Collaborate / Participate in NH Statewide Education Conferences and stakeholder events <ul style="list-style-type: none"> • Develop partnerships with statewide, regional and local education focused community events to raise awareness about NH AT Network activities • Connect with Regional Special Education groups • FY22: Participate as a Solution Partner at @ NHCMTC <ul style="list-style-type: none"> • Includes: (2) 50 minute presentations • 2021 New Hampshire Christa McAuliffe Technology Conference (NHCMTC) sponsored website • Promotional materials shared with participants • FY 22: Project Managers anticipate participating in NHCMTC in person 	\$7,500.00	\$7,500.00
NHAT Connect Family Voice Training Series/Online events	\$4,750.00	\$4,750.00
Student, Environments, Tasks and Tools (SETT) and Quality Indicators for Assistive Technology QIAT Training Modules	\$8,500.00	\$8,500.00
NH QIAT handbooks for each district in NH to raise awareness of Assistive Technology Service Delivery Best Practices	\$2,000.00	\$2,000.00
QIAT books for each participating team of regional groups	\$750.00	\$750.00
Assistive Technology Toolkit <ul style="list-style-type: none"> • \$100 each toolkit • 1 kit x 35 teams (7 per region) - \$3,500.00 	\$3,500.00	\$3,500.00
Remote training Virtual Platform	\$500.00	\$500.00
Website Development and online learning opportunities/modules created by project personnel NHAT Connect Community Stakeholder NHDOE AT Web Pages / Internet Learning Modules <ul style="list-style-type: none"> • Project personnel responsible for content creation and to provide guidance to web development staff on accessibility of content; development of professional development modules for three stakeholder groups • FY22: Complete development of web content and collaboration with web development staff • FY23: Updating resources; update/develop QIAT based professional development modules for stakeholder groups 	\$19,200.00	\$19,200.00
Indirect costs (site rental, printing, shipping, etc.)	\$3,500.00	\$3,000.00
Total	\$149,950.00	\$149,950.00

Contract between Inclusive Technology Solutions, LLC and the New Hampshire Department of Education

Contractor initials: AM
Date: 4/28/21

Exhibit C
Budget (cont'd)

Limitations on Price: This contract will not exceed \$299,900.00

Source of Funding: Funds to support this request are anticipated to be available in the account titled Special Education Ed-Elm/Sec. for FY'22 and FY'23, upon the availability and continued appropriation of funds in 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.

06-56-56-562010-25040000-102-500731	<u>FY'22</u>	<u>FY'23</u>
Contracts for Program Services	\$149,950.00	\$149,950.00

Method of Payment:

Payment will be made upon the submittal of an invoice that is received by the 10th of the following month which is supported by a summary of deliverables that have taken place in accordance with the terms of the contract. A final invoice will be due within 30 days of the end of this contract.

Invoices to be submitted to:

Mary Lane, Project Director
New Hampshire Assistive Technology (AT) Connect
Bureau of Student Support
101 Pleasant Street
Concord, New Hampshire 03301

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.

Contractor Initials UM
Date 4/28/21

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 MM
Date 4/28/21

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/stllin.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 4/28/21

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 MM
Date 4/22/21

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 INCLUSIVE TECHNOLOGY SOLUTIONS, LLC is a New Jersey Limited Liability Company registered to transact business in New Hampshire on March 19, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 722843

Certificate Number: 0005353917



IN TESTIMONY WHEREOF,

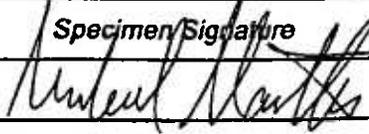
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

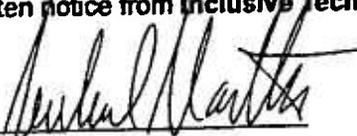
**Certificate of Authority for
Inclusive Technology Solutions, LLC**

Resolved, that the following individuals are hereby authorized to act on behalf of **Inclusive Technology Solutions, LLC** and to issue instructions to **State of New Hampshire Department of Education** subject to the limitations on the authority of such individuals to act alone or to act with respect to specific matters indicated below ; and

Name	Specimen Signature	Limitations on Authority
Michael Marotta		No limits

Resolved, that **State of New Hampshire Department of Education** be and hereby is authorized to rely on the actual or purported signatures of any of the individual authorized by these resolutions to act on behalf of the **Inclusive Technology Solutions, LLC** subject to the limitations on their authority specified above and, unless these individuals have their authority limited as provided above, they may issue instructions to and sign agreements with **State of New Hampshire Department of Education** with respect to the Account; and Resolved, that the foregoing authorization will remain in effect until the **State of New Hampshire Department of Education** account officer responsible for the Account has actually received and had a reasonable time to act on written notice from **Inclusive Technology Solutions, LLC** revoking such authority.

4/28/21
Date


Signature

Michael Marotta President ITS-LLC
(Print Name and Title)

State of _____, County of _____

On this day, personally appeared before me to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therefore mentioned.

Witness my hand and official seal hereto affixed this _____ day of _____.

Notary Public in the State of _____

My commission expires _____



TRISURA

Trisura Specialty Insurance Company
210 Park Avenue, Suite 1400
Oklahoma City, OK 73102

CERTIFICATE OF INSURANCE

Named Insured: Inclusive Technology Solutions
Michael E Marotta
213 Nottingham Dr
Brick, NJ 08724

Policy Number: TPP 0860760 03
Client ID: 57216
Policy Effective Date: 11/25/2020
Policy Expiration Date: 11/25/2021

This Certificate is provided only for information purposes and confers no rights upon the Certificate Holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown above, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the Certificate Holder.

IMPORTANT: If the Certificate holder is an additional insured, the policy must be endorsed.

Surplus Lines Producer's Name & Address:

Richard F. Jones, Jr., Agent / Broker
c/o FORREST T. JONES & COMPANY, INC.
P.O. Box 418131
Kansas City, MO 64141-8131
Phone: (800) 621-7303

Certificate Holder:

**Private Educators Professional Liability
(Claims Made)**

Limit of Liability:

\$1,000,000 per Claim Limit of Liability
\$3,000,000 Aggregate Limit for all Claims

Deductible: \$1,000

Off Premises

Limit of Liability:

N/A per Claim Limit of Liability
N/A Aggregate Limit for all Claims

Deductible: N/A

Coverages:

This certifies that the policy of insurance shown above was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown above may have been reduced by paid Claims.

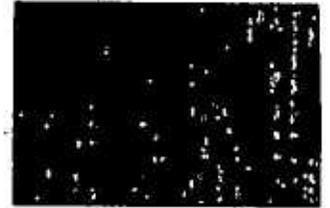
Cancellation:

In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.

Authorized Representative

Issue Date: 12/16/2020

Michael Marotta, ATP



Employment Experience

Career Highlights

- 2017 International Society for Technology in Education (ISTE) Inclusive Learning Network Outstanding Educator.
- Over 30 years providing direct Assistive Technology evaluation and training service to consumers with a wide range of disabilities and needs; in all environments (home, work and school).
- RESNA Certified Assistive Technology Professional (ATP) since 1998.
- Collaborated nationally with State Departments of Education (NH, MI, AZ, MN) and disability organizations to develop capacity through effective Assistive Technology service delivery.
- Collaborated internationally with organizations in Ireland and Qatar to develop Assistive Technology service delivery programs.
- Provide leadership to Assistive Technology field through work as Strand Advisor for Mainstream and Accessible Technology strand for Assistive Technology Industry Association (ATIA) national conference.
- As an advocate for sharing and learning in the social media arena, promote effective use of AT as co-moderator of #ATchat on Twitter.
- Founder of edcampAccess NJ and edcampAccess International, participant driven, free professional development conferences designed to raise the professional discourse with regards to delivering AT devices and services to individuals with disabilities.
- Collaboration with Assistive Technology manufacturers to facilitate technology transfer to consumers with disabilities through consulting with Don Johnston, Inc., Learning Ally, Text Help and AbleNet, Inc.
- Over 25 years leadership experience providing quality, universally designed, multi-modal training opportunities in all areas of Assistive Technology.
- Extensive knowledge of Individuals with Disabilities Education Act (IDEA); Every Student Succeeds Act (ESSA); National Education Technology Plan (2017); International Society of Technology in Education (ISTE) Student Standards of 2016 and Teacher Standards of 2016; Web Content Accessibility Guidelines 2, Level AA (WCAG2.0AA); and, Americans with Disabilities Act (ADA)
- Recognized as an Assistive Technology content expert by national Assistive Technology organizations (ATIA, ISTE and AbleNet) by providing on-line learning experiences.
- Integral part of the team that developed, designed and delivered the Assistive Technology Applications Certificate Program (ATACP) - the largest hybrid (on-line and live) certificate program in Assistive Technology. To date, the program has trained over 3,000 service providers both nationally and internationally.

Assistive Technology Director, The Richard West Assistive Technology Advocacy Center

Disability Rights New Jersey (July 2017 - Present)

- Oversee program activities for New Jersey's Assistive Technology (AT) Act Project
- Manage program subcontractors in order to deliver core services to New Jersey residents with disabilities: AT Device Demonstrations, AT Device Loans, AT Device Reutilization

- Manage financial duties in order to comply with all state and federal regulations.

Independent Technology Consultant, Owner

Inclusive Technology Solutions, LLC (October 2014 - Present)

- Work, individually and as part of a team, to provide an array of AT solutions to individuals with disabilities and their families; public school districts; and centers serving people with disabilities.
- Conduct Assistive Technology assessments and recommend appropriate Assistive Technology solutions for people with disabilities.
- Design, develop, and deliver Assistive Technology presentations and workshops for educational, vocational, and consumer groups.
- Manage customer contacts and facilitate assistive technology implementation to empower individuals with disabilities, and the professionals that support them.

Adjunct Professor, EDSP 640 (Assistive Technology / Universal Design for Learning)

Ramapo College of New Jersey (January 2016 - Present)

- Graduate Program - Teacher Education
- Design, develop and deliver course materials, in accordance with university rules and regulations.
- Provide students with an interactive on-line, application driven overview of Universal Design for Learning and assistive technology trends that will impact all individuals with disabilities.

Adjunct Professor, ATHS 694 (Current and Emerging Topics in Assistive Technology)

California State University, Northridge (September 2012 - December 2014)

- Masters in Assistive Technology Program
- Design, develop and deliver course materials, in accordance with university rules and regulations.
- Provide students with an interactive on-line, application driven overview of assistive technology trends that will impact all individuals with disabilities.

Private Consultant - Trainer

Don Johnston Incorporated (November 2009 - Present)

Learning Ally (November 2013 - Present)

AbleNet, Inc. (February 2014 - Present)

TextHelp Inc. (September 2014 - Present)

- Design, develop and deliver course materials to customers that highlight company products.
- Act as liaison between company and customer by providing specialized training on uses of software tools and strategies for technology integration for people with disabilities.

Adjunct Professor, SPED410 (Universal Design for Learning and Assistive Technology)

Felician University (September 2008 - December 2017)

- Undergraduate Program - Teacher Education
- Design, develop and deliver course materials, in accordance with university rules and regulations.
- Provide students with an interactive, application driven overview of Universal Design for Learning and assistive technology tools beneficial to all learners within the K - 12 educational environment.

Assistant Director for Fee-for-Service, Outreach and Training

Advancing Opportunities, Inc. [formerly CP of New Jersey (June 2006 - October 2014)]

- Design, develop and deliver training programs to meet the needs of consumers and professionals.
- Develop new partnerships, and cultivate existing partnerships, to provide Assistive Technology assessments and training for individuals with disabilities.
- Participate in a variety of committees and workgroups to realize the vision of the agency.
- Write contracts, grants and proposals to develop funding opportunities for growth.
- Oversee the training needs of department staff to ensure appropriate training to meet the diverse needs of our consumers.

Rehabilitation Technologist

Michael Marotta, RESNA Certified Assistive Technology Professional (ATP)

@mmatp

mmatp.com

mika@mmatp.com

Cerebral Palsy of New Jersey (March 2003 – June 2006)

- Worked, individually and as part of a team, to provide an array of AT solutions to individuals with disabilities and their families; public school districts; and centers serving people with disabilities.
- Conducted Assistive Technology assessments and recommend appropriate Assistive Technology solutions for people with disabilities.
- Designed, developed, and delivered Assistive Technology presentations and workshops for educational, vocational, and consumer groups.

Trainer

Center on Disabilities, California State University, Northridge (July 1998 – March 2003)

- Design, develop and conduct Assistive Technology Applications Certificate Program (ATACP) 100-hour certificate courses throughout the country and abroad.
- Supervise and coordinate ATACP trainers and consultants.
- Coordinate accessibility of all aspects of ATACP trainings (course materials, on line curriculum, training sites) for participants with disabilities.
- Develop Assistive Technology training curriculum using a variety of methodologies and delivery media, including live presentation, group process facilitation and computer based on-line training.
- Develop training curriculum (both live presentation and computer based on-line training) for multi-day specialized Assistive Technology training programs.

Rehabilitation Technology Manager

Cerebral Palsy of Monmouth and Ocean Counties, Inc. (February 1995 – July 1998)

- Supervised technical staff in two program locations.
- Designed / conducted trainings on Assistive Technology for agency staff, individuals with disabilities and their families, schools, and businesses.
- Provided Assistive Technology recommendations in the areas of computer access, seating and positioning, activities of daily living aids, environmental control units, and home accessibility.

Rehabilitation Technologist

United Cerebral Palsy Associations of New Jersey, Inc. (January 1992 - February 1995)

- Provided Assistive Technology services to consumers in central New Jersey at their homes, workplaces, or schools; including evaluations and fabrication of custom equipment.

Rehabilitation Technology Specialist

United Cerebral Palsy of Monmouth /Ocean Counties, Inc. (November 1989-January 1992)

- Modified and adapted Assistive Technology devices for consumers.
- Fabricated custom equipment to meet consumer's needs when commercial products were unavailable.

Educational Experience and Professional Credentials

Certificate In Assistive Technology Applications (ATACP), California State University, Northridge (CSUN) - College of Extended Learning, October 2003

Assistive Technology Professional (ATP) Credential, RESNA (The Rehabilitation Engineering and Assistive Technology Society of North America), September 1998

Associate in Applied Science, Electronics Engineering Technology, Ocean County College, Toms River, NJ, May 1989

Professional Affiliations:

- Center on Inclusive Technology and Education Systems (CITES)
 - Advisory Board Member since 2019
- National Center on Accessible Education Materials, CAST

- Advisory Board Member since 2015
- New Jersey Coalition for the Advancement of Rehabilitation and Assistive Technology (NJ CART)
 - Currently Member-Board of Trustees; Member since 1989
- Strand Advisor, Assistive Technology Industry Association Conference (ATIA)
 - 2019 - Present; Responsibilities include reviewing session proposal abstracts and approving conference proceedings for "Mainstream and Accessible Technology" strand
 - 2015 - 2018; Responsibilities include reviewing session proposal abstracts and approving conference proceedings for "Everyday Technology" strand
 - 2007 – 2015; Responsibilities include reviewing session proposal abstracts and approving conference proceedings for "Workplace and Vocational Rehabilitation" strand
- Future of Education Technology Conference
 - Program Review Committee Member (Future of EdTech Special Education) since 2017
- International Association of Accessibility Professionals (IAAP)
 - Member since 2017
- Center on Technology and Disability (ctdinstitute.org)
 - Faculty Member since 2014
- National Assistive Technology in Education (NATE) Association
 - Member since 2007
- State Leaders of Assistive Technology in Education (SLATE)
 - Member since 2015
- International Society for Technology in Education (ISTE)
 - Member since 2013;
 - 2017 ISTE Inclusive Learning Network Outstanding Educator
 - Inclusive Learning Network Board Member since 2017
- New Jersey Assistive Technology Advocacy Center (ATAC) Advisory Council
 - Member 2006-2016
- New Jersey Association for Education Technology (NJ AET)
 - Member since 2006
- RESNA, an interdisciplinary association for the advancement of rehabilitation and assistive technologies
 - Member since 1990

Publications:

- "Tool Time: Aids for daily living provide people with disabilities and the elderly with the necessary tools for independence." *Rehab Management*, volume 14 number 5, June/July 2001
- "Size Does Matter: Computer Ergonomics for Children." *Inclusion Times*, volume 11, number 2, November/December 2003
- "Chromebooks in the Classroom." Laminated Quick Start Guide, National Professional Resources, Inc. 2015.
- "Smartwatches for Access and Inclusion." *Closing the Gap Solutions*, April 2016
- "Chrome as Assistive Technology." *Closing the Gap Solutions*, June/July 2016
- Chromebooks for ALL Learners: A Teacher's Checklist, National Professional Resources, Inc. 2016.
- Tips, Tricks and Tools to Build Your Inclusive Classroom Through UDL, edsurge.com August 13, 2018
 - <https://www.edsurge.com/news/2018-08-13-tips-tricks-and-tools-to-build-your-inclusive-classroom-through-udl>
- *Spreading the Word About AT/UDL*. In Universal Access Through Inclusive Instructional Design: International Perspectives on UDL. Routledge (October 2019)
- Inclusive 365: Edtech Strategies for Every Day of the Year. ISTE Publications (May 2021)