58

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301

June 19, 2024

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

REQUESTED ACTION

Authorize the Department of Education Bureau of Vocational Rehabilitation to enter into a **sole source** contract with Sky's the Limit Communications, LLC, Hershey, Pennsylvania (Vendor Code 317653), in an amount not to exceed $726,951.00, to provide Pre-Employment Transition Services to students who are blind and vision-impaired, effective upon Governor and Council approval through June 30, 2026. 100% Federal Funds.

Funds are available in the following account(s) for Fiscal Year 2025 and are anticipated to be available in 2026, upon the approval and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

06-56-56-565010-2538000 VR Field Programs- Federal

Fiscal Year	Class/Account	Class Title	Amount
2025	102-500731	Contracts for Program Services	$356,000.00
2026	102-500731	Contracts for Program Services	$370,951.00
		Total	$726,951.00

EXPLANATION

This request is the **sole source** because the national team from Sky's The Limit Communications, LLC is a one-of-a-kind collaboration administered by blind and vision-impaired individuals, who specialize in delivering Pre-Employment Transition Services (Pre-ETS) and Transition services, specially created to meet the needs of blind and vision-impaired students. The Services for Blind and Vision-Impaired (SBVI) program within the Bureau of Vocational Rehabilitation was unable to identify any entity in New Hampshire equal to delivering comparable services, at the caliber and diversity of subject matter that Sky's the Limit Communications, LLC has demonstrated.

This contract will provide Pre-Employment Transition Services (job exploration counseling, work readiness training, work-based learning experiences, counseling on post-secondary educational/training opportunities and self-advocacy) to students who are blind or have vision impairments.

Given this organization's national footprint, and nimble ability to send small and customized teams of highly qualified teachers, group-setting facilitators, and others to work with Vocational Rehabilitation agencies (with a blindness focus), it can be genuinely said that no other entity can be identified to deliver this caliber of blindness-specific Pre-ETS and Transition services. This is reinforced by the national pool of experts upon which they may rely in fulfilling their obligations, and the collective depth of experience that their national team possess.

In addition to possessing significant expertise in the five required Pre-ETS services described in the Workforce Innovation and Opportunity Act (WIOA), Sky's the Limit Communications has developed customized curriculum to convey these topic areas in a blindness and low-vision friendly fashion. Certainly, no individual or entity in New Hampshire would be equal to delivering these dynamic Pre-ETS and Transition services to the blind and vision-impaired community.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

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 (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Sky's the Limit Communications, LLC		1.4 Contractor Address 8 Primrose Dr. Hershey, PA 17033	
1.5 Contractor Phone Number 717-298-1481	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2026	1.8 Price Limitation $726,951.00
1.9 Contracting Officer for State Agency Scott Vittner		1.10 State Agency Telephone Number 603-271-3774	
1.11 Contractor Signature Mariann DeNotaris Mariann DeNotaris (Jun 19, 2024 10:50 EDT) Date: Jun 19, 2024		1.12 Name and Title of Contractor Signatory Mariann DeNotaris, Sole Partner	
1.13 State Agency Signature Date: 7/8/2024		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: Elizabeth Brown, Attorney On: 7/8/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials MD
Date Jun 19, 2024

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials MD

Date Jun 19, 2024

EXHIBIT A

Special Provisions

Additional Exhibits D-G.

Federal Certification 2 CFR 200.415

> Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:
>
> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

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

EXHIBIT B

Scope of Services

This contract's Scope of Services is to provide an array of Pre-Employment Transition Services (Pre-ETS) to eligible blind and vision-impaired students residing in New Hampshire. The Pre-ETS services envisioned as deliverables under this contract fall within the five "required" Pre-ETS categories outlined in the Workforce Innovation and Opportunity Act (WIOA) of 2014, as amended. Specifically, this contract seeks to develop the infrastructure and ability to serve qualified blind and vision-impaired consumers through the Interdisciplinary Community Engagement (ICE) program.

General Accountabilities:

1. The vendor will promote a positive understanding of blindness, designed to strengthen self-confidence and skill-specific competencies among eligible students.

2. The vendor will develop curriculum consistent with the capacity of students from ages 14-21, mindful of different cognitive abilities.

3. The vendor will use teaching strategies in the nature of the Structured Discovery model, encouraging qualified students to use their minds and other senses to explore, investigate, and reach conclusions, with increasingly diminishing teacher intervention.

4. The vendor will be mindful of adopting policies and procedures to guarantee the confidentiality of student performance, student safety, and other best practices consistent with delivering services to the student population.

5. The vendor will offer services for the ICE program within the State of New Hampshire so that NHED is able to deliver either in-person, local, on-line, or remote Pre-ETS services.

6. The vendor will develop tools to assess acquisition of certain quantifiable competencies and prepare written reports to be regularly submitted to the Services for the Blind and Visually Impaired (SBVI) Counselor at NHED, documenting delivery of Pre-ETS programs and services.

Specific Accountabilities:

1. For each ICE Retreat and in coordination with VR, develop a series of 5 in-person events, 2 of those events are to be 3 to 4 full days i.e., Sunday 2:00pm to 10:00pm, Monday 8:00am to 10:00pm, Tuesday 8:00am to 10:00pm, Wednesday 8:00am to 1:00pm. The remaining 3 of the in-person events shall be 2-days on a weekend, i.e., Friday 4:00pm to 10:00pm, Saturday 8:00am to 10:00pm, Sunday 8:00am to 1:00pm.

   Five remote/on-line events per year each being a minimum of 90 minutes per event will be conducted. The remote/on-line events can be done once per month or can be done 2 per month, if they are done 2 per month the events will be no less than 14 days apart.

   The events shall cater to qualified blind and vision-impaired youth, their parents and/or guardians, and their Teacher of the Visually Impaired (TVI) or other paraprofessional, where the students are exposed to a range of soft skills, social skills, self-advocacy, adaptive technology, post-secondary planning, challenge recreation (in-person events) and other

blindness skills instruction. Specifically, ICE-NH is New Hampshire's blindness and low-vision-specific Pre-Employment Transition Services program, focusing specifically on career exploration; soft skill development; and blindness-specific training, designed to increase skills and self-confidence, in preparation for post-secondary objectives. While aspects of advocacy and self-advocacy may be inherent in activities of the ICE-NH program, this program's primary objective is to promote the other four "required" Pre-ETS services and blindness-specific skills and self-confidence training.

2. Locate and present recommendations to the VR, for final approval, the following facilities for each ICE Retreat:
   a. A hotel with sufficient guest and meeting rooms, within the same building, for the number of participants, vendor and VR staff attending the ICE Retreat and who will require overnight accommodations.
      i. It is VR's intent to conduct the ICE Retreats around the state. Each ICE Retreat shall be conducted in a municipality approved by VR.

   b. Meeting rooms that have:
      i. Wi-Fi connectivity sufficient for all attendees.
      ii. Collaborate with area agencies to provide CART and/or interpreters if needed and requested.
      iii. Space sufficient for all attendees to sit and/or participate in all ICE Retreat programs.
      iv. An FM audio system for every participant that requires such a device. The vendor shall be responsible to provide a suitable audio system with sufficient number of transmitters, receivers and audio quality.
      v. Sufficient snacks and beverages (i.e., coffee, water, soft drinks, juices, etc.) throughout the meeting day for each attending participant, vendor, and VR staff.
      vi. Sufficient quantity of on-site meals (up to three meals per day) for each attending participant, vendor and VR staff (either in an on-site restaurant or an on-site meeting room set up for meals); and
      vii. Visual equipment, as needed, to present PowerPoint or similar presentations.

   c. Other facilities in the community, <u>not on the hotel premises,</u> may be used to complement the curriculum rather than having all sessions occur at the hotel. For example, participants would travel to a partner organization (i.e., senior center) to utilize their kitchen addressing both Orientation & Mobility skills as well as independent living skills.

   d. All materials, presentations and facilities shall be accessible.
      i. Materials and presentations shall be in an accessible format.
      ii. Facilities shall have elevators and be accessible to those in walkers and wheelchairs and meet all ADA requirements.

   e. Provide ICE Retreat topic related aids and devices for each participant's use during the Workshop training.

3. Appropriate transportation to/from the hotel for any participant who does not have transportation to arrive for the beginning and/or depart at the end of the ICE Retreat, and who live within a 50-mile radius of the hotel.

4. Appropriate transportation from/to the hotel and to/from any facilities in the community, including but not limited to facilities used for training and select meal(s).

5. Provide experienced and qualified sub-contracted staff or outside professionals to train and demonstrate all ICE Retreat content.
    a. All names and qualifications of presenting sub-contracted staff, and the content they will be presenting, shall be submitted to VR for review and prior approval no less than one month prior to the start of the ICE Retreat.

    b. In the event the vendor wishes to invite an outside professional to train or demonstrate some content, the professional's name and qualifications shall be submitted to VR for review and prior approval no less than one month prior to the start of the ICE Retreat.
        i. The vendor shall be responsible for any ICE Retreat costs of any outside professional including but not limited to fees, travel, overnight accommodations, meals and materials.

    c. The VR reserves the right to reject any presenting vendor sub-contracted staff or outside professional if, in the opinion of the VR, the experience and/or qualifications do not meet the objectives of the training or demonstration.

6. Provide ICE Retreat topic related aids and devices for each participant's use during any ICE Retreat training.

7. Marketing and Outreach
    a. The vendor shall conduct marketing, outreach and public relations efforts for the ICE Retreats that include, but not limited to:
        i. No later than four weeks prior to distribution, all proposed draft marketing content shall be presented to VR for review and approval.
            a. Content shall prominently display the VR name, logo, Stevens Amendment language, and contact information as requested by VR.
                i. The general structure can take this form: The [project/ program] is supported by the [federal agency]. A total of $[amount], or [percentage] percent of [project/program] [is/ will be] financed with federal funds, and $[amount], or [percentage] percent [is/will be] funded by other sources.
            b. Content shall identify VR as the ICE Retreat host and source of funding; and
            c. Content in any form may not be used by the Vendor on its website, social media or other publications or marketing efforts without express prior written approval by the VR.
        ii. Marketing materials shall include, but are not restricted to:
            a. Social and website media content ready for postings on the VR website and/or social media pages.
            b. The Vendor's website <u>and</u> social media pages that contain event and blog postings, if requested and approved by VR.
            c. Email blasts to VR current and potential clients.
            d. Other entities as designated by the VR, and
            e. Press releases as prior approved by VR to facilitate outreach efforts leading to participant signups.

b. The Vendor shall request each Participant to complete an optional VR "Press Release" form. If the Participant agrees to complete and sign the form, the form will be provided to VR and will allow VR, and only VR, to use pictures, videos, and audio of the Participant in any and all marketing and social media used or authorized by VR.

c. The Vendor shall not solicit or obtain any permission from any Participant for the use by the Vendor in any and all of its own marketing and social media.

8. The participants documentation will be reviewed by VR to determine, in conformance with RSA federal guidelines for VR, each participant's eligibility.

a. The most recent eye report to show severe vision impairment,

b. A VR application that reports, but is not limited to:
   i. The applicant is age 14 to 21 and
   ii. Is a resident of NH; and

c. A VR Release of Information or "ROI" form.

9. An email information system for participants who wish to ask questions and/or express interest in attending the ICE Retreat.

a. The vendor shall maintain confidentiality of all personal information for any persons who inquire, submit an application, and/or are approved to be ICE Retreat attendees.

b. The vendor shall release personal information only to vendor sub-contracted staff required to work with the participants before and during the ICE Retreat, the VR coordinator, and the VR representative.

c. VR reserves the right to review and approve vendor sub-contracted staff who will have access to personal information.

10. In addition to training sub-contracted staff, the vendor shall have at least two sub-contracted staff members available from breakfast through dinner, and one sub-contracted staff member at all other times, throughout the ICE Retreat, on-site at the hotel location to:

a. Be available at all times during the ICE Retreat by emergency phone number, to be called by participants and family members.

b. Assist participants upon arrival including luggage, hotel and ICE Retreat registration, questions and guidance as needed.

c. Assist participants throughout the ICE Retreat day with any special needs, questions and guidance as needed.

d. Assist participants throughout any off-site travel and activities, as needed; and

e. Be available to VR Blind Services participants and potentially eligible individuals who have questions or special needs during after-hours throughout the ICE Retreat.

The vendor shall maintain sufficient documentation on file to support invoices, and make such documentation available for review by authorized NHED staff and/or its auditors. Complete documentation to support invoices shall be maintained by the vendor for no less than three

years as required under Federal Regulation, Title 2, Subtitle A, Chapter II, Part 200, Subpart D, Record Retention and Access.

The vendor is solely responsible for paying to the New Hampshire Department of Education any disallowed costs associated with the misappropriation of federal funds and/or costs expended that the vendor is not able to sufficiently support with expenditure backup documentation upon request for up to three (3) years commencing the contract end date.

The State of New Hampshire Department of Education, Bureau of Vocational Rehabilitation requires the following for all invoices. Any invoice received that does not have the following will be returned to the vendor for updates/corrections and, in turn, delay the remit of payment.

- ☐ Vendor Name
- ☐ Vendor Address
- ☐ Vendor Phone Number
- ☐ Invoice Number
- ☐ Date
- ☐ Expense Period (Reporting Period)
- ☐ Vendor Contact Person Name
- ☐ Vendor Contact Person Phone
- ☐ Vendor Contact Person Email
- ☐ Invoice addressed to:

[Assigned Agency Point of Contact Name]
New Hampshire Department of Education
21 S. Fruit St. Concord NH 03301

- ☐ Invoice billed by deliverable(s) outlined in contract Exhibit C
- ☐ Total Invoice Amount
- ☐ Summary of all billable items providing validity of expenses being requested for reimbursement on this invoice.
- ☐ Signature with the following attestation:

"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." (2 CFR 200.415)

EXHIBIT C

Method of Payment

Budget:

Deliverables	Type	FY25	FY26
ICE Wellness, Resiliency for Independence Retreat, Summer (4 days)	In-Person	$60.520.00	$63,062.00
ICE Blind Savvy Networking for Career Exploration Retreat, Fall (3 days)	In-Person	$49,840.00	$51,933.00
ICE Advocacy Training, Winter Washington, DC (4 days)	In-Person	$74,760.00	$77,900.00
ICE Job Readiness & Internship Boot Camp, Winter (3 days)	In-Person	$49,840.00	$51,933.00
ICE Blind Savvy Soft Skills Retreat, Summer (3 days)	In-Person	$49,840.00	$51,933.00
ICE iOS Productivity Training Workshop, Fall	Virtual	$14,240.00	$14,838.00
ICE Advocating for you Education Workshop, Fall	Virtual	$14,240.00	$14,838.00
ICE Resume Building Training Workshop, Winter	Virtual	$14,240.00	$14,838.00
ICE Job Career Exploration with O*NET, Spring	Virtual	$14,240.00	$14,838.00
ICE Blind Savvy Advocating for your Financial Future Training Workshop, Spring	Virtual	$14,240.00	$14,838.00
	Sub-Total	$356.000.00	$370,951.00
	Total	$726,951.00	

Limitation on Price:
Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted from one to another, but in no case shall the total budget exceed the price limitation of $726,951.00

Source of Funding:
Funds are available in the following account for Fiscal Years 2025 and are anticipated to be available in Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office, if needed and justified.

06-56-56-565010-2538000 VR Field Programs- Federal

Fiscal Year	Class/Account	Class Title	Amount
2025	102-500731	Contracts for Program Services	$356,000.00
2026	102-500731	Contracts for Program Services	$370,951.00
		Total	$726,951.00

Method of Payment:
Payment is to be made on the basis of invoices which are supported by a summary of completed deliverables, as outlined by budget line, 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. Failure to submit the invoice by this date could result in non-payment. Invoices and reports shall be submitted electronically to:

Scott Vittner
scott.a.vittner@doe.nh.gov | 603-271-3774
Cc: jillian.h.johnson@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.

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 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.

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.

Certificate of Authority

I, Mariann DeNotaris, as a Sole partner of my Business Sky's the Limit Communications, LLC under RSA 304-C hereby certify that I am authorized to execute contracts on behalf of my Business Sky's the Limit Communications, LLC and may bind the organization thereby.

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

Dated: Jun 24, 2024

Attest: Mariann DeNotaris
Mariann DeNotaris (Jun 24, 2024 11:38 EDT)
Mariann DeNotaris, Sole Partner

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: **0006687150**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2024.

David M. Scanlan
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2024

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

Independent Brokers of America
1345 E Chocolate Ave
Hershey PA 17033

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS IND CO OF CT	25682
INSURER B: TRAVELERS PROPERTY CAS CO OF AMER	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Sky's the Limit Communications
8 Primrose Dr
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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		[redacted]	06/19/2024	06/19/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	06/19/2024	06/19/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 5,000	Y		[redacted]	06/19/2024	06/19/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
							PRDCO	$ 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	$

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

educational/training consultant

CERTIFICATE HOLDER

New Hampshire Department of Education
21 S. Fruit Street, Suite 20
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stacia Zewe

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD