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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

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July 25, 2024

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

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to exercise a contract renewal option with Hope Through Education, Inc. (VC #449055), 223 West Gregory Street, Pensacola, FL 32502, by increasing the price limitation by $521,625.52 from $526,164.80 to $1,047,790.32 and extending the completion date from September 30, 2024, to September 30, 2025, effective for the period October 1, 2024 through September 30, 2025, upon Governor and Council Approval. The original contract was approved by Governor and Council on September 20, 2023, item #76. **100% Federal Funds.**

Funds are available in the SFY 2025 operating budget as follows:
02-10-12-81660000- Military Affairs and Veterans Services – STARBASE

	Class	Account	FY 2025
Contracts for Program Services	102	500731	$ 521,625.52

EXPLANATION

Title 10, United States Code section 2193b(c) directs the Secretary of Defense to provide for the establishment of the STARBASE program. The goal of the program is to raise the interest and improve the knowledge and skills of at-risk youth in science, technology, engineering, and mathematics (STEM) subjects by exposing them to the technological environment and positive role models found on military bases and installations. The NHARNG supports the mission of STARBASE and views it as an opportunity to provide a positive, proven approach to attract and inspire STEM talent in support of current and future workforce requirements both in the New Hampshire community and the New Hampshire National Guard.

The Department of Military Affairs and Veteran Services solicited for these services by placing a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on May 12, 2023. Hope Through Education, Inc. was the only qualified vendor to submit a response to the RFP. This

contract is for an initial period from G&C approval through September 30, 2024 with the option for three, one-year renewals to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and Hope Through Education, Inc.

The Federal Funds to pay for this project are provided to the Department of Military Affairs and Veterans Services by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. If Federal Funds are not available, General Funds will not be requested to support this contract.

The contract has been approved for form, substance, and execution by the Attorney General's Office.

Respectfully submitted,

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

State of New Hampshire

Department of Military Affairs and Veterans Services

Amendment #1

This Amendment to the STARBASE New Hampshire contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services ("State" or "Department") and Hope Through Education, Inc ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #76), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37 (version 12/11/2019), General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, ADD not to exceed amount of $521,625.52 for contract year ending September 30, 2025, to read:

a) NTE $1,047,790.32

3. Modify Exhibit A, Special Provisions, by removing the original Exhibit A and replacing it with the Exhibit A as attached.

4. Modify Exhibit C, Price and Terms of Payment by removing the original and replacing it with the Exhibit C as attached.

All terms and conditions of the contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective October 1, 2025, or upon the date of Governor and Executive Council approval, whichever is *later*.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Military Affairs and Veterans Services

25 July 2024
Date

Name: Erin Zayac
Title: Administrator

24 July 2024
Date:

Name: Amy L Atkins, Executive Director
Title:

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

29 Jul. 2024
Date:

Name: Mark W. Del Dotto
Title: Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date:

Name:
Title:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
(DMAVS)

EXHIBIT A
SPECIAL PROVISIONS

SUBJECT: STARBASE New Hampshire

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded wholly by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contracts which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the DMAVS Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment, or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition.

4. **General Provisions** are amended as follows:
   a. **Provision 10. PROPERTY OWNERSHIP/DISCLOSURE:** ***Add*** the following sub-part:
      "10.2.1 All data and any Property which has been received from the State, or purchased wholly or in part with funds provided for that purpose under this Agreement shall:
      a. Grant the Federal Government a royalty-free, nonexclusive, and irrevocable right to:
         1. Reproduce, publish, or otherwise use for federal purposes any work that is subject to copyright and that the contractor develops, or acquires ownership of, under National Guard Bureau Cooperative Agreement Awards.
         2. Authorize others to reproduce, publish, or otherwise use such work for federal purposes.

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b. Grant the Federal Government the right to:

1. Obtain, reproduce, publish, or otherwise use data produced under National Guard Bureau Cooperative Agreement awards
2. Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
3. Include the Federal Government rights described in subparagraphs 10.2.1 a and b of this section in any subcontracts."

b. **Provision 14. INSURANCE AND BOND:** ***Add*** the following sub-sub-part:

"14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than $250,000.00 per person bodily injury liability, $500,000.00 per occurrence bodily injury liability and $50,000.00 property damage liability."

5. ***Add*** the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 200 and NGR 5-1:

ACCESS TO RECORDS

The contractor shall grant access to any books, documents, papers, and records that are directly pertinent to this contract, to enable and support audits, examinations, excerpts, and transcriptions to the following entities and their duly authorized representatives:

(1) The State of New Hampshire
(2) The Federal Awarding Agency to include the Inspector General
(3) The Comptroller General of the United States

RECORDS RETENTION

Between the Effective Date and three (3) years after the Completion Date, as often as the State, DMAVS or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include but are not limited to invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

NONDISCRIMINATION

The contractor covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the contractor's performance under this agreement. Accordingly, and to the extent applicable, the contractor covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

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b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

WAGE RATE REQUIREMENTS *(construction, alteration, or repair contracts)*
For any contract in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, the contractor covenants and agrees to comply with the Davis- Beacon and Related Acts. The contractor further covenants and agrees to ensure compliance with the Davis-Beacon and Related Acts for any subcontract award under this contract. Under Davis-Beacon and Related Acts, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

LOBBYING
For any contract exceeding $100,000.00, the contractor covenants and agrees to submit to the Department of Military Affairs and Veterans Services the certification and any disclosure forms regarding lobbying that are required under 31 U.S.C. 1352, as implemented by the DoD (NGB) at 32 CFR part 28.

a. Nonprofit organizations described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968) may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If DMAVS determines that the nonprofit has engaged in lobbying activities, all payments under this and other contracts with the Department shall cease and the contract(s) shall be terminated unilaterally for material failure to comply with the provisions as outlined in this agreement.

DRUG FREE WORKPLACE
The Contractor covenants and agrees to comply with the requirements regarding drug-free workplace in of 32 CFR Part 26, which implements section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

ENVIRONMENTAL PROTECTION
a. The contractor covenants and agrees that its performance under this Agreement shall comply with:

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1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;
3) The Resources Conservation and Recovery Act (RCRA);
4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
5) The National Environmental Policy Act (NEPA);
6) The Solid Waste Disposal Act
7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR part 31;
8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the contractor shall also identify to the DMAVS any impact this award may have on:
   1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
   2) Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
   3) Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
   4) Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
   5) Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
   6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

PURCHASE OF RECOVERED MATERIALS BY STATES OR POLITICAL SUBDIVISIONS OF STATES

If the contractor purchases, for the execution of this contract, items designated in Environmental Protection Agency (EPA) regulations in 40 CFR part 247, Subpart B, the contractor covenants and

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agrees to comply with applicable requirements within those EPA regulations, which implement section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962).

FLY AMERICA REQUIREMENTS

The contractor covenants and agrees to comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118, also known as the "Fly America" act), as implemented at 41 CFR 301-10.131 through 301-10.143 which provides that U.S. Government-financed international air travel of passengers and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost-sharing arrangement with a U.S. carrier if such service is available.

a. The contractor shall include the requirements of the Fly America Act in all subcontracts that might involve international air transportation.

USE OF UNITED STATES FLAG CARRIERS

The contractor covenants and agrees to comply with the Department of Transportation regulations at 46 CFR 381.7(b) requiring at least 50 percent of equipment, materials, or commodities purchased or otherwise obtained with federal funds under cooperative agreement awards, and transported by ocean vessel, be transported on privately owned U.S. flag commercial vessels, if available.

DEBARMENT AND SUSPENSION

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files and shall be subject to audit by the grantor and Federal/State audit agencies.

INFRASTRUCTUIRE INVESTMENT AND JOBS ACT ("IIJA")

The DMAVS covenants and agrees that it will not expend any funds appropriated by Congress unless all of the iron, steel, manufactured products, and construction materials used in projects undertaken for the Department are produced in the United States. rants and Cooperative Agreements Policy Letter, 22-06, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. The contractor covenants and agrees to utilize American made iron, steel, manufactured products, and construction materials for the completion of the work under this agreement. The contractor further agrees to notify the Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement in the event that American materials are not available.

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UNIFORM RELOCATION ASSISTANCE AND REAL PRPERTY ACQUISITION POLICIES

The DMAVS covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

COPELAND "ANTI-KICKBACK" ACT

The contractor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For contracts in an among greater than $100,000.00 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act that involve the employment of mechanics or laborers and is not a type of contract excepted under 40 U.S.C. 3701, the contractor covenants and agrees that it will comply with the clauses specified in the Department of Labor (DoL) regulations at 29 CFR 5.5(b) to require use of wage standards that comply with the Contract Work Hours and Safety Standards Act (40 CFR, Subtitle II, Part A, Chapter 37), as implemented by the DoL at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction". As applied to this contract, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

NATIONAL DEFENSE AUTHORIZATION ACT (NDAA)
for Fiscal Year (FY) 2019 (Public Law 115-232)

The contractor covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the contractor's performance of this contract. The contractor further covenants and agrees that it will not subcontract any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

PROHIBITION ON CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

The contractor agrees and covenants that it will not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or

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statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT C
PRICE AND TERMS OF PAYMENT

SUBJECT: STARBASE New Hampshire

SECTION 1: PRICE

The Price for this Agreement shall not exceed $521,625.52 for the contract period of October 1, 2024 to September 30, 2025 without issuance of an amendment to this Agreement and approval of the New Hampshire Governor and Executive Council approval.

SECTION 2: METHOD OF PAYMENT

Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices must be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301

SECTION 3: TERMS OF PAYMENT

Invoices shall be billed monthly for services rendered and shall include a breakdown itemized by labor, materials, and other detailed expenses needed to successfully perform the deliverables and project tasks identified in Exhibit B herein. Payments shall be made within 30 days after receipt of proper invoices and only upon the satisfactory completion and acceptance of identified deliverables and tasks as determined by the Department's Primary Contact. The Contractor shall not invoice the Department for any expenses related to goods or services not yet rendered or performed, or that are outside of the scope and terms of this agreement. All payments are contingent upon the availability of federal funds.

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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 HOPE THROUGH EDUCATION, INCORPORATED is a Florida Nonprofit Corporation registered to do business in New Hampshire as HOPE THROUGH EDUCATION, INC on June 05, 2023. 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: **933076**
Certificate Number: **0006677275**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2024.

David M. Scanlan
Secretary of State

Certificate of Authority #2 *(Corporation, Non-Profit Corporation)*

Corporate Bylaws Certification of Authority

I, Winston Scott, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name of Attestor)
Hope Through Education, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)
current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations:

Officer Title(s)/Position(s)

President of the Hope Board of Directors
Vice President Hope Board of Directors
Treasurer Hope Board of Directors

I further certify that the following individuals currently hold the office or positions authorized:

Names of Individual(s) Holding the Above-Mentioned Positions

Winston Scott
Allison Forst
Amy T Akins

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 corporation. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: 24 July 24 **ATTESTOR:** [signature]

NAME: Winston E. Scott

TITLE: President Board of Directors

BYLAWS

OF

Hope Through Education, Inc.

ARTICLE I. OFFICES

The Corporation will have such offices, within or without the State of Florida, as the Board of Directors determines from time to time.

ARTICLE II. MEMBERS

The Corporation shall not have members. All rights granted to members under law shall be vested in the members of the Board of Directors.

ARTICLE III. DIRECTORS

Section 3.1. **FUNCTION**. All corporate powers will be exercised by or under the authority of the Board of Directors. The business and affairs of the Corporation will be managed under the direction of the Board of Directors.

Section 3.2. **QUALIFICATION**. Directors must be natural persons who are 18 years of age or older but need not be residents of Florida.

Section 3.3. **COMPENSATION**. The Board of Directors has the authority to fix the compensation of directors. Nothing in these Bylaws precludes any director from serving this Corporation in any other capacity and receiving proper compensation for such service.

Section 3.4. **NUMBER.** The Corporation has the number of directors set forth in the Articles of Incorporation until the number is changed as provided herein. The number of directors may be increased or decreased from time to time by adoption of a resolution by the Board of Directors but shall at all times never be less than three (3). Unless the Board of Directors remove a director or directors, a decrease in the number of directors will not shorten the current term of any incumbent director.

Section 3.5. **ELECTION AND TERM**

a. Initial Board Each person named in the Articles of Incorporation as a member of the Board of Directors will hold office until the next annual meeting of the Board of Directors and until such person's successor is elected and qualified or until such person's earlier resignation, removal from office, or death.

b. Annual Election of Board At each annual meeting of the Board of Directors, the incumbent Board of Directors will elect a successor Board of Directors by plurality vote. Each director so elected will hold office until the next succeeding

annual meeting and until such director's successor has been elected and qualified or until such director's earlier resignation, removal from office, or death.

c. Election of Chair of Board. The Board may elect a Chair, and if one is elected, the Chair will preside at all meetings of the directors and will have such other duties as may from time to time be prescribed by the Board of Directors.

Section 3.6. **REMOVAL, RESIGNATION AND VACANCIES**

a. Removal. Any director may be removed, with or without cause, by majority action of the Board of Directors. A director will be removed if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. The notice of the meeting at which a vote is taken to remove a director will state that the purpose or one of the purposes of the meeting is the removal of a director or directors. In the event that any one or more directors is removed, new directors may be elected at the same meeting.

b. Resignation A director may resign at any time by delivering written notice to the Board of Directors or its Chair or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

c. Method of Filling Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall hold office until such director's successor has been elected and qualified or until such director's earlier resignation, removal from office, or death.

Section 3.7. **QUORUM AND VOTING.** A majority of the number of directors prescribed by these Bylaws constitutes a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is an act of the Board of Directors.

Section 3.8. **EXECUTIVE AND OTHER COMMITTEES.**

a. Creation; Applicable Requirements. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in the resolution, has and may exercise all the authority of the Board of Directors, except as limited by the laws of the State of Florida. All requirements applying to the Board of Directors regarding meetings, notice, waiver of notice, quorum and voting apply to committees and their members as well.

b. Number of Members; Designation of Alternates Each committee will have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted in accordance with this section, may

designate one or more directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

c. **Director's Duty Remains** Neither the creation of any committee, the delegation of authority to any committee, nor action by any committee will alone constitute compliance by any director not a member of such committee with such director's obligation to act in good faith, in a manner reasonably believed to be in the best interest of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Section 3.9. **TIME OF ANNUAL, REGULAR AND SPECIAL MEETINGS**. An annual meeting of the Board of Directors will be held each year, and regular meetings may be held at such times thereafter as the Board of Directors may fix. Special meetings may be held at such times as called by the Chair of the Board, the President of the Corporation or any two directors.

Section 3.10. **NOTICE OF MEETINGS.** The resolution or resolutions by the Board of Directors that fix(es) the schedule of Annual and regular meetings of the Board of Directors will include the date, time, place and purpose of the meeting. The Secretary of the Board of Directors will provide written notice to the board members of any upcoming Annual or regular meetings at least one week prior.

Written notice of the time and place of a special meeting of the Board of Directors will be given to each director in person or by first-class mail, telegram, facsimile, or other electronic transmission at least one week prior.

Notice of an adjourned meeting of the Board of Directors will be given to directors who were not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other directors.

Section 3.11. **WAIVER OF NOTICE.** Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting constitutes a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 3.12. **PRESUMPTION OF ASSENT.** A director of the Corporation who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is presumed to have assented to the action unless such director votes against it or expressly abstains from voting on the action taken, or, such director objects at the beginning of the meeting to the holding of the meeting or transacting specific business at the meeting.

Section 3.13. **PARTICIPATION IN MEETING BY CONFERENCE CALL.** Members of the Board of Directors may participate in a meeting of the Board by conference telephone or similar means of communication through which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 3.14. **ACTION WITHOUT A MEETING.** Any action required or permitted to be taken at a Board of Directors' meeting or a meeting of a committee of the Board of Directors may be taken without a meeting if: (a) each of the directors, or each of the members of the committee, as the case may be, consents in writing to the action; (b) the consent sets forth the action to be taken; and (c) the consent is filed in the minutes of the proceedings of the Board or of the committee. The consents may consist of one or more writings and such written consents will have the same effect as a unanimous meeting vote.

Section 3.15. **DIRECTOR CONFLICTS OF INTEREST.** No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested will be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because the votes of such director or directors are counted for such purpose, if:

(a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors, all in the manner provided by law; and

(b) the contract or transaction is fair and reasonable to the Corporation at the time it is authorized by the Board or a committee.

Section 3.16. **DUTIES OF DIRECTORS.** A director will perform the duties of director, including the duties as a member of any committee of the Board upon which such director serves, in good faith, in a manner reasonably believed to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

ARTICLE IV. OFFICERS

Section 4.1. **OFFICERS.** The officers of the Corporation will consist of a President, a Secretary, and a Treasurer, and may include one or more Vice Presidents, one or more assistant Secretaries, and one or more assistant Treasurers. The officers will be elected initially by the Board of Directors at the organizational meeting of the Board of Directors and thereafter at the annual meeting of the Board of Directors in each year or at any special meeting called for such purpose. The Board from time to time may elect or appoint other officers and

assistant officers who will have the authority and perform the duties prescribed by the Board. An elected or duly appointed President or Vice President may, in turn, appoint one or more assistant Secretaries or assistant Treasurers, unless the Board of Directors disapproves or rejects the appointment. All officers will hold office until their successors have been appointed and have qualified or until their earlier resignation, removal from office, or death. One person may simultaneously hold any two or more offices.

Section 4.2. **DUTIES.** The following officers of this Corporation will have the following duties:

a. **President**. The President will be the chief executive officer of the Corporation, will have general and active management of the business and affairs of the Corporation, subject to the directions of the Board of Directors, and, in the absence of a Chair of the Board of Directors, will preside at all meetings of the Board of Directors.

b. **Vice President.** Each Vice President, if one or more is elected, will have such powers and perform such duties as may, from time to time, be prescribed by the Board of Directors or by the President. In the event of the absence or disability of the President, the Vice President or Vice Presidents will succeed to the President's power and duties in the order designated by the Board of Directors.

c. **Secretary/ Treasurer.** The Secretary/Treasurer will attend all meetings of the Board of Directors, record all proceedings of such meetings in the minute book of the Corporation, and authenticate records of the Corporation. The Secretary will perform such other duties as may, from time to time, be prescribed by the Board of Directors or by the President.

The Secretary/Treasurer will (i) have charge and custody of and be responsible for all funds and securities of the Corporation, (ii) keep full and accurate accounts of receipts and disbursements, (iii) receive and give receipts for monies due and payable to the Corporation, and deposit monies in the name of the Corporation in the depositaries designated by the Board of Directors, and (iv) perform all other duties as may, from time to time, be prescribed by the Board of Directors or the President. If required by the Board of Directors, the Treasurer will give a bond for the faithful discharge of the Treasurer's duties in the sum and with the surety or sureties that the Board of Directors determines.

Section 4.3. **REMOVAL, RESIGNATION AND VACANCIES.**

a. **Removal.** Any officer elected or appointed by the Board of Directors and any assistant officer appointed by another officer may be removed by the Board at any time with or without cause. Any assistant officer, if appointed by the President or a Vice President, may likewise be removed by such officer with or without cause.

b. **Resignation**. An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

c. **Method of Filling Vacancies**. Any vacancy, however occurring, in any office may be filled by the Board of Directors upon a majority vote at either a regular or a special meeting of the Board of Directors.

Section 4.4. **COMPENSATION.** The Board of Directors from time to time will fix the salaries of the officers. The President has the authority to fix the salaries of all employees of the Corporation other than officers elected or appointed by the Board of Directors.

ARTICLE V. BOOKS AND RECORDS

The Corporation will maintain: minutes of the proceedings of its Board of Directors and committees of directors; accurate accounting records; a copy of the current Articles of Incorporation and bylaws of the Corporation; a list of the names and business addresses of the current officers and directors of the Corporation; and a copy of the most recent annual report for the Corporation as filed with the Secretary of State.

ARTICLE VI. CORPORATE SEAL

The Board of Directors may adopt a corporate seal which has the name of the Corporation inscribed thereon, and such seal may be a facsimile, engraved, printed, or impression seal; provided, however, that in any event, the affixation of such seal shall not be required to authorize or validate any document entered into or adopted by the Corporation.

ARTICLE VII. PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No officer, Director, or member of a sub-committee, or person connected with the Corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this prohibition shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. Upon such dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine or as may be determined by a court of competent jurisdiction, exclusively to charitable, religious, scientific, testing for public safety, literary, or educational organizations which qualify under the provisions of Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, and its regulations as they now exist or as they may hereafter

be amended; PROVIDED, HOWEVER, that any distributions upon dissolution of this Corporation shall be to and for the exempt purposes of this Corporation as enumerated in the Articles of Incorporation of this Corporation.

ARTICLE VIII. EXEMPT ACTIVITIES

Notwithstanding any other provision of these Bylaws, no officer, Director or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and regulations as they now exist or as they may hereafter be amended.

ARTICLE IX. AMENDMENT

These Bylaws may be amended or repealed and additional bylaws adopted, in writing, by the Board of Directors. Any amendment, repeal or addition will be approved by 100 percent of the membership in writing and attached to these Bylaws.

DECLARATION OF CONFORMITY

I declare that the attached copy of the Bylaws of **Hope Through Education, Inc.**, a Florida not for profit corporation, is a complete and accurate copy of the original document, effective as of June 29, 2020.

By: Linda J. Brent

Print Name: Linda Brent

Title: President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2024

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 be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 242-1430	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
THE ASTA GROUP LLC 223 W GREGORY ST PENSACOLA FL 32502-4821	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			65 SBM ZR4718	06/29/2024	06/29/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			65 SBM ZR4718	06/29/2024	06/29/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	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	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBM ZR4718	06/29/2024	06/29/2025	Each Claim Limit Aggregate Limit	$5,000 $5,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Military Affairs and Veterans Services 4 Pembroke Road Concord NH 03301	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 Susan L. Castaneda

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SAM.GOV

HOPE THROUGH EDUCATION INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
YMA2LYRS7374	**98S79**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 12, 2025**	
Physical Address	Mailing Address	
223 W Gregory ST **Pensacola, Florida 32502-4821** **United States**	**The Asta Group Llc** **223 W Gregory ST** **Pensacola, Florida 32502** **United States**	

Business Information

Doing Business as	Division Name	Division Number
HOPE THROUGH EDUCATION INC	**Hope Through Education, Inc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 01	**Florida / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 14, 2024	**Mar 12, 2024**	**Jan 21, 2022**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 1, 2021	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

Non-Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**98S79**

Points of Contact

Electronic Business

Marlene Nelson, Accounting Manager

223 W Gregory ST
Pensacola, Florida 32502
United States

Government Business

Amy T Akins, Executive Director

223 W Gregory ST
Pensacola, Florida 32502
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**611710**	**Educational Support Services**
	541330	**Engineering Services**
	611430	**Professional And Management Development Training**

Disaster Response

This entity does not appear in the disaster response registry.

G & C 9-20-23
ITEM # 76

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

August 8, 2023

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

REQUESTED ACTION

The Department of Military Affairs and Veterans Services respectfully requests approval to enter into a contract agreement with Hope Through Education, Inc. (vendor code #449055), 223 West Gregory Street, Pensacola, FL 32502, in the amount not to exceed $526,164.80 for the operation and management of the New Hampshire Army National Guard (NHARNG) component of the DoD STARBASE Program, with three renewal options for one-year periods each, effective upon Governor and Council approval through September 30, 2024. **100% Federal Funds.**

Funds are available in the SFY 2024 operating budget as follows:
02-10-12-81660000- Military Affairs and Veterans Services – STARBASE

	Class	Account	FY 2024
Contracts for Program Services	102	500731	$ 526,164.80

EXPLANATION

Title 10, United States Code section 2193b(c) directs the Secretary of Defense to provide for the establishment of the STARBASE program. The goal of the program is to raise the interest and improve the knowledge and skills of at-risk youth in science, technology, engineering, and mathematics (STEM) subjects by exposing them to the technological environment and positive role models found on military bases and installations. The NHARNG supports the mission of STARBASE and views it as an opportunity to provide a positive, proven approach to attract and inspire STEM talent in support of current and future workforce requirements both in the New Hampshire community and the New Hampshire National Guard.

The Department of Military Affairs and Veteran Services solicited for these services by placing a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on May 12, 2023. Hope Through Education, Inc. was the only qualified vendor to submit a response to the RFP. This contract is for an initial period from G&C approval through September 30, 2024 with the option for three, one-year renewals to be negotiated and mutually agreed upon between both parties; the Department of Military Affairs and Veterans Services and Hope Through Education, Inc.

The Federal Funds to pay for this project are provided to the Department of Military Affairs and Veterans Services by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. If Federal Funds are not available, General Funds will not be requested to support this contract.

The contract has been approved for form, substance, and execution by the Attorney General's Office.

Respectfully submitted,

for DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

RFP DMAVS 2023-04
SCORING SUMMARY

SUBJECT: STARBASE New Hampshire

Date Posted: May 12, 2023 **Date Closed:** June 09, 2023

One vendor submitted a response to this Request for Proposal (RFP). The vendor was then evaluated in accordance with the terms of the RFP. The Evaluation Committee determined Hope Through Education, Inc to be qualified and awarded them the contract. Please refer to the following tables for a breakdown of the vendor(s), Evaluation Committee member(s), and their final score(s).

Vendor	Score	Rank
Hope Through Education, Inc	110	A

Scoring Breakdown

RFP Criteria	Max Points Avail.	Score Hope Through Education, Inc
Non-Financial Components:		
Company Stability	5	5
Qualifications	5	5
Mission and Value Statements	5	5
Understanding of the Program Requirements	5	5
Overall Need for the Program	10	6
Availability to Perform Services	5	5
Required Deliverables	10	9
Experience with Similar Programs	30	26
Events and Activities	5	4
Outreach and Enrollment	5	4
Level of Available Staffing	5	5
Community Partnerships	5	4
Evaluation Plan	10	9
Reporting	10	9
Sub-Total	**115**	**100**
Financial Components		
Cost Proposal/Budget	10	10
Sub-Total	**10**	**10**
Overall Score	**125**	**110**
Rank		A

Evaluation Committee Members and Qualifications

Reviewer Name and Title	Qualifications
Heather Smith Grants and Resource Development Coordinator	NH Department of Military Affairs and Military Services, Grants & Resource Development Coordinator, Nov 2021-present, Accountant I/II, Oct 2007-Nov 2021; NH Judicial Branch Dec 1994-Oct 2007. Education: Wells College, BA Mathematics.
1SG Andrew Grassie Military & Family Readiness Manager	NH National Guard, Wellness Division Military & Family Readiness Manager, Mar 2022-present. 1SG C-Btry 1-103rd FA Sep 2021-Present. Education: University of New Hampshire, AA Community Leadership.
COL Richard F. Oberman Wellness Director	NH National Guard, Wellness Director, Sep 2020-present, Command of the Medical Readiness Detachment Oct 2021-present, Army Surgeon May 2023-present. Army Nurse Corps Officer with over 35 years of service. Education, RN, BSN, MA (Naval War College – MA is in National Security and Strategic Studies).

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Hope Through Education, Inc (VC#: 449055)		1.4 Contractor Address 223 West Gregory Street Pensacola, FL 32502	
1.5 Contractor Phone Number (850) 797-9307	1.6 Account Number 010-012-81660000-102-500731	1.7 Completion Date September 30, 2024	1.8 Price Limitation Not to Exceed $526,164.80
1.9 Contracting Officer for State Agency Erin Zayac		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature Amy T Akins Date: 7-28-23		1.12 Name and Title of Contractor Signatory Amy T. Akins, Executive Director	
1.13 State Agency Signature Erin Zayac Date: 8-7-23		1.14 Name and Title of State Agency Signatory Erin Zayac, Administrator	
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: 8/8/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* 76 G&C Item number: SEC G&C Meeting Date: SEP 20 2023			

SECRETARY OF STATE

Initials: EA
Date: 7-28-23

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"):

Initials: RA
Date: 7-28-23

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.

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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.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT A
SPECIAL PROVISIONS

SUBJECT: STARBASE New Hampshire

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition.

4. **General Provisions** are amended as follows:
   a. **Provision 7. PERSONNEL, sub-part 7.2:** After "who is a State employee or official," add the following:

      "or who is a National Guardsperson or who is a federal employee of the National Guard,"

   b. **Provision 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:** Add the following sub-part:

      "10.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement."

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c. **Provision 14. INSURANCE AND BOND:** Add the following sub-sub-part:

> "14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than $250,000.00 per person bodily injury liability, $500,000.00 per occurrence bodily injury liability and $50,000.00 property damage liability."

5. Add the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this Agreement by reference as if fully set forth herein, shall govern this Agreement:

Nondiscrimination

The Contractor covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

Lobbying

a. The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

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Drug-Free Workplace
The Contractor covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection

a. The Contractor covenants and agrees that its performance under this Agreement shall comply with:
   1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
   2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;
   3) The Resources Conservation and Recovery Act (RCRA);
   4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
   5) The National Environmental Policy Act (NEPA);
   6) The Solid Waste Disposal Act
   7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
   8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
   9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the awarding agency (NGB) any impact this award may have on:
   1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
   2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
   3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
   4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

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5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers

a. The Contractor covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The Contractor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies.

Buy American Act

The Contractor covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies

The Contractor covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

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Copeland "Anti-Kickback" Act

The Contractor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act

The Contractor covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)

The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B
SCOPE OF SERVICES

SUBJECT: STARBASE New Hampshire

SECTION 1: INTRODUCTION

1.1 Purpose

The purpose of this Agreement is to obtain the services and expertise necessary for the operation and management of the New Hampshire Army National Guard (NHARNG) component of the DoD STARBASE Program known as STARBASE New Hampshire (hereinafter referred to as the "Academy"). The Contractor shall provide all labor, materials, equipment, supplies, and transportation needed to perform all services associated with the implementation and operation of the Academy in accordance with the terms and conditions of this Agreement.

1.2 Background

Title 10, United States Code section 2193b(c) directs the Secretary of Defense to provide for the establishment of the STARBASE program. The goal of the program is to raise the interest and improve the knowledge and skills of at-risk youth in science, technology, engineering, and mathematics (STEM) subjects by exposing them to the technological environment and positive role models found on military bases and installations.

1.3 Incorporated Documents

The following documents are incorporated into this Agreement by reference: Standard Form P-37; Exhibit A, Special Provisions; Exhibit B, Scope of Services; and Exhibit C, Contract Price and Terms of Payment.

1.4 Term

This Agreement shall be effective upon Governor and Council (G&C) approval through September 30, 2024. The option for three (3) one-year renewals will be based upon satisfactory completion of each contract year and are contingent upon G&C approval and the availability of Federal funding.

1.5 Primary Contact

The Contractor will report to and work in conjunction with the Primary Contact as designated by the Department of Military Affairs and Veterans Services (hereinafter referred to as the "Department"). The initial Primary Contact will be the Military and Family Readiness Manager for the NHARNG. The Department reserves the right to appoint an alternate Primary Contact to assist in managing this Contract.

SECTION 2: PERFORMANCE OBJECTIVES

2.1 Summary

The Contractor shall provide all services and supervision necessary for the operation of the Academy in accordance with all relevant Department of Defense Directives (DODD), Instructions (DODI), and Manuals (DODM). To ensure successful accomplishment of the

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Academy, services provided shall include STARBASE program management; educational instruction; instructor hiring/dismissal; supervision and evaluations; and information management. Students' subject knowledge improvement will be determined by pre- and post-class evaluations. Student performance must be evaluated based upon the objectives and standards set forth herein.

Objective Summary		
Performance Objective	**Requirements**	**Performance Threshold**
Classroom Contact Hours	A Minimum of 800 Total Contact Hours Provided Per Year	100% Compliance
Community Awareness	A Minimum of 4 Community Outreach Activities Provided Per Year	100% Compliance
Curriculum Standards and Activities	Classroom Time Consists of Educational Instruction Based on Approved Curriculum	95% Compliance
Reporting	Submit Quarterly Reports to the Primary Contact	100% Compliance
STARBASE 2.0	Meet and Maintain the Requirements Needed for Implementation	100% Compliance

2.2 Classroom Contact Hours

a. The Academy shall provide a minimum of 750 hours of classroom contact per school year. The total amount of hours shall be divided into 30 equally proportionate classes over a 30-week period. Each class will encompass 5 hours of instruction per day over a 5-day period (Monday through Friday) or 5 hours of instruction 1 day per week for 5 weeks; totaling 25 in-classroom contact hours per class. The Contractor shall complete a minimum of 30 classes of instruction per school year. Each class must range from 20 to 35 students in size.

b. The Academy shall provide a minimum of 50 hours of classroom contact during the summer vacation immediately following the school year. These sessions follow the same length, location, and curriculum requirements as the sessions offered during the school year. Each class must range from 15 to 35 students in size.

c. All classes shall take place in room 144 at the Edward Cross Training Complex in Pembroke, NH. If tours, demonstrations, or summer program instructional periods are to be conducted outside of the designated classroom, the Contractor must notify the Primary Contact in conjunction with the State Business Office Contracting Officer.

d. A classroom contact hour shall be defined as a 60-minute period of time in which an instructor is actively involved with students or in which a service member is demonstrating, displaying, or teaching students about a STEM application.

e. Instruction will be provided by either two program instructors, one of whom may also be a deputy director, or a program instructor and an instructor assistant. There must be two Contractor personnel in one classroom providing team teaching.

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2.3 Community Awareness

When not in classroom sessions, the Contractor will perform at least 4 community outreach activities in the form of workshops, fostering community partnerships, and teacher training periods. These additional activities will not count as part of the requirement for classroom contact hours.

2.4 Curriculum Standards and Activities

a. In accordance with DODI 1025.07, the Contractor's lesson plans must follow the approved DoD STARBASE Curriculum and Lesson Plans; include and support STEM subjects; provide engaging, interactive, and motivating activities and experiences for students; and be reviewed and approved by the Office of the Assistant Secretary of Defense for Manpower and Reserve Affairs (OASD (M&RA)) STARBASE Program Manager.

b. DoD STARBASE provides the approved standards, objectives, and activities (SOA) lesson plans and the curriculum implementation guide. Only approved lesson plans from the SOA may be taught during the Academy school year. The SOA is subject to change as new curricula are introduced and outdated curricula are retired.

c. The Contractor may submit lesson plan proposals to the OASD (M&RA) STARBASE Program Manager. Proposals will undergo a rigorous review to ensure that they are scientifically accurate, and relevant to students' academic needs based on grade-specific national educational standards.

2.5 Reporting

a. The Contractor shall prepare monthly reports and provide them to the Primary Contact for review no later than 10 calendar days following the end of each quarter. These reports shall be prepared in accordance with DoD STARBASE Program requirements as further specified in DODI 1025.07 and must contain at a minimum:
   (1) 5-day schedule of DoD STARBASE Activities for the quarter.
   (2) District(s) and schools served.
   (3) Name and number of schools served.
   (4) Number of students served.
   (5) Pre- and post-class assessment scores to include an average change in scores for the entire class.
   (6) Number and type of classes conducted.
   (7) Update on fundraising opportunities and community collaborations.
   (8) Volunteers for:
      i. Tours – site of tour and number of volunteers.
      ii. Graduation – guest speaker, number of adults (family, guardians, grandparents) attending.

b. The Contractor shall report all labor hours (including subcontractor labor hours) required for performance of services provided under this Agreement via a secure data collection site. The Contractor is required to completely fill in all required data fields at the data collection site.

c. The Contractor shall maintain records of all audits and inspections and provide them to the Primary Contact upon their completion. These records shall indicate the nature of the number

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of observations made, the number and type of deficiencies found, and the nature of corrective and preventive actions taken as appropriate.

2.6 STARBASE 2.0

a. STARBASE 2.0 is an advanced DoD STARBASE Program that will combine STEM activities with a relationship-rich, school-based afterschool and extracurricular environment for middle school students. It will comprise of an afterschool STEM coaching approach that solidifies students' attachment to and engagement with school. The program will take place in partnering schools selected by the Director in coordination with the Primary Contact. STARBASE 2.0 will be highly structured and help support school goals, provide safe environments for students, improve student-teacher relationships, and empower schools through student referrals.

b. The Contractor must ensure the Academy meets or exceeds the requirements needed to implement this advanced program in accordance with DODI 1025.07 and the DoD STARBASE 2.0 Program Guide. The ability to expand must be demonstrated from the conclusion of the Academy's first year of operation throughout the remainder of the Agreement. This expansion is not required in the first year of operation.

c. The Contractor shall provide STEM coaches on a 5:1 ratio for the activity chosen. This activity must be chosen by the Director in coordination with the Primary Contact.

d. Each STARBASE 2.0 session is an average of 4 to 8 hours per month. A minimum of 1 session is required per STARBASE school year beginning in the second year of the Academy's operation. It may be expanded to a period of 6 to 10 weeks and session topics may cover any STEM subject.

SECTION 3: PARTICIPANTS

3.1 Regular Classes

Participants enrolled in classes during the regular school year shall be comprised of at-risk 5th grade students. The Director must coordinate with local school districts and other alternative education providers when selecting participants. Participants shall be selected based on one or more of the following demographics:

a. Racial or ethnic minority status.
b. Disability.
c. Socio-economic disadvantage.
d. Limited English proficiency.
e. Historic under-representation in STEM fields.
f. Low academic performance.

3.2 Summer Classes

Participants enrolled in summer classes shall be comprised of students entering the 5th or 6th grades. These students do not need to be classified as at-risk youths. Students shall be selected based on the submission of applications on a first-come-first-served basis. The Director must give priority to children of military families when selecting participants for Summer Classes. Once the enrollment period for military children closes, enrollment will open to other students to fill any remaining spots in the class.

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3.3 STARBASE 2.0

Participants enrolled in STARBASE 2.0 shall be comprised of 6th to 8th grade students. These students do not need to be classified as at-risk youths. The Director must select participants with the coordination of local school districts and administrators based on the feeder pattern of the school districts with 5th grade participants currently enrolled in the Academy.

3.4 Final Approval

Final approval of all Academy participants shall be made by the Director in coordination with the Primary Contact based on the applications received by local school districts, alternative education school providers, or home-schooling families and groups.

SECTION 4: PERSONNEL

4.1 Basic Staffing Requirements

The basic DoD STARBASE Program will have at least 4 full-time staff consisting of one of the following schedules of required positions:

a. 1 Director, 2 Program Instructors, and 1 Office Manager; or
b. 1 Director, 1 Deputy Director, 1 Program Instructor, and 1 Office Manager.

All required positions shall be considered "full-time" and constitute a 40-hour work week. Academy staff will adhere to the core operating hours of 8:00 AM to 4:00 PM, Monday through Friday excluding all Federal holidays. Persons assigned to each position shall meet or exceed the qualification specifications for that position.

4.2 Additional Staff

Any change to the number of required positions will need prior approval in writing from both the Primary Contact and State Contracting Officer. Changes to the required positions are contingent upon available Federal funding.

4.3 Background Checks

Completion of criminal history background checks are required for all Academy personnel in accordance with DODI 1402.05. Background checks must be completed on all personnel within thirty days of being hired and are the responsibility of the Contractor. Before interacting with children, personnel must have a completed background check, unless the individual interacting with the children is within the line of sight of someone with a completed background check. If the Contractor receives or discovers information that an employee has been arrested or charged with a criminal offense that could result in license or certification suspension or revocation, or disqualification/denial of a satisfactory background check review under DODI 1402.5, the Contractor shall immediately notify the Primary Contact and State Contracting Officer in writing and remove the employee from the site.

4.4 Safety Requirements

Contractor employees shall perform work in a safe manner as required by National Guard Safety and Health Requirements. The Director shall immediately notify the Primary Contact following all occurrences of damage to State and Federal property or an accident resulting in injury, occupational disease, adverse environmental impact, or death. The Primary Contact shall then notify the State Contracting Officer immediately. The Director shall complete an Accident

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Investigation Report and provide a copy of the completed report to the Primary Contact within 24 hours following each occurrence. The Primary Contact shall provide a copy to the State Contracting Officer within 24 hours of receiving the completed report.

4.5 Director

The responsibilities of the position will support classification as a general schedule (GS)-12, GS-13, or equivalent. The salary range excludes any benefits package for this position description. The Director shall develop, supervise, organize, and manage the daily operations of the Academy. As the principal liaison, they shall communicate and coordinate with military, community, and business leaders; local schools and School Administrative Units (SAUs); personnel and the general public. In addition, their main duties and responsibilities shall include but not be limited to curriculum design, fiscal planning, quarterly reporting, talent acquisition, staff development, and all other activities of the Academy.

a. The Director must meet or exceed the following qualifications:
   (1) Master's Degree in Education or Business Administration with Education specialization combined with at least 5 years of experience in the field of education.
   (2) Meet all mandated educational credentialing requirements for New Hampshire teacher certification.
   (3) Understanding of and ability to implement STEM instructional methods.
   (4) Pass the security and background checks needed to work at a Department of Defense (DOD) facility and with children.
   (5) Experience with developing and implementing new programs and initiatives.
   (6) Experience in creating, developing, and implementing training workshops.
   (7) Experience in organization, administrative problem-solving, conflict resolution, and record keeping.
   (8) Experience in education, supervision, and management of educational programs.

b. The Director must possess the following knowledge, skills, and abilities:
   (1) Knowledge of internet-based tools as well as Microsoft Office products.
   (2) Knowledge of marketing strategies, business plan development, budgeting, and strategic planning.
   (3) Knowledge of military policies, procedures, and protocol.
   (4) Knowledge of program evaluation methods and the development of measured outcomes.
   (5) Ability to work in a professional capacity with public officials, military leaders, school administrators, influential citizens, and corporate leaders.
   (6) Ability to travel within the State on a regular basis.

c. The Director shall have the following responsibilities, at a minimum:
   (1) Overall supervision and management of the DoD STARBASE Program and designated facilities.
   (2) Formulate and update program goals, objectives, and strategies as necessary and in accordance with this Agreement.
   (3) Implement Standard Operating Procedures for the DoD STARBASE Program.
   (4) Work with the Primary Contact and State Business Office to obtain agreements with local schools, School Administration Units, or other government agencies.

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(5) Coordinate, supervise, and administer DoD STARBASE Program requirements, marketing plan, and business plan.
(6) Hiring, dismissal, management, supervision, and annual written evaluations of Academy staff.
(7) Attend initial and annual training conferences as required per OASD (M&RA). Typically one week in length and within the Continental United States. All costs including travel to conferences and training will be the responsibility of the Contractor.
(8) Implement program guidelines, policies, and procedures in accordance with DODI 1025.07 and OASD (M&RA) guidance.
(9) Develop and coordinate partnerships with schools, businesses, and government agencies.
(10) Provide end-of-quarter reports for the Academy to the Primary Contact for review no later than 10 calendar days following the end of the quarter.
(11) Receive visitors.
(12) Receive, review, and distribute all incoming correspondence including creating a point-of-contact list.
(13) Prepare outgoing correspondence.
(14) Set up and maintain program website and social media.
(15) Coordinate with schools for attendance, pre-test, graduation schedules, enrollment forms, and any schedule changes.
(16) Maintain schedule, create agenda, take minutes, and distribute minutes for staff.
(17) Maintain quality control of official documents including travel vouchers, purchase receipts, executed subcontracts, schedules, and other documents as designated by the Primary Contact.
(18) Maintain program records, files, and databases consolidating data for end-of-year reports and other reports as requested by the Primary Contact.
(19) Coordinate guest speakers, tour guides, and off-campus demonstrations.
(20) Establish and approve curriculum and lesson plan schedules in accordance with DODI 1025.7.
(21) Coordinate with NHARNG Public Affairs to maximize publicity and coverage.
(22) Assist teachers and participating schools to complete an electronic survey in accordance with OASD (M&RA) guidelines and recommendations.
(23) Send survey login information to volunteers, speakers, and tour guides to complete an electronic survey.
(24) Conduct evaluations, collect data, and prepare statistical summaries of program metrics.
(25) Produce and distribute a quarterly Academy newsletter to local schools and the New Hampshire National Guard (NHNG) community. Newsletters must be approved by the Primary Contact prior to distribution.

4.6 Deputy Director

The responsibilities of the position will support classification as a GS-11, GS-12, or equivalent. The salary range excludes any benefits package for this position description. The primary duty of the Deputy Director shall be to organize and manage classrooms; provide classroom instruction; maintain records and files; and organize, manage, and prepare classes in all areas of the DoD STARBASE curriculum for teachers and students. The individual shall also be responsible for

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assisting the Director with the operations, management, development, and implementation of the Academy. Should the Director be absent, the Deputy Director must immediately be able to fulfill all roles and responsibilities of the Director. The Deputy Director shall report to the Director.

a. The Deputy Director must meet or exceed the following qualifications:
   (1) Bachelor's degree with at least 5 years of experience in elementary education.
   (2) Recent background in physics, chemistry, aerospace science, engineering, robotics, or mathematics preferred.
   (3) Meet all mandated educational credentialing requirements for New Hampshire teacher certification.
   (4) Must pass security and background checks needed to work at a DOD facility and with children.

b. The Deputy Director must possess the following knowledge, skills, and abilities:
   (1) Knowledge of internet-based tools as well as PTC Creo Software and Microsoft Office products.
   (2) Ability to recognize and implement effective teaching practices and classroom management skills.
   (3) Ability and willingness to engage in quality communication and effective relationships with military and civilian personnel, teachers, students, parents, and volunteers.
   (4) Attend initial and annual training conferences as required per OASD (M&RA). Typically, one week in length and within the continental United States. The Contractor shall assume all costs associated with conferences and training, including travel.
   (5) Maintain current cardiopulmonary resuscitation (CPR)/First Aid certification.

c. The Deputy Director shall have the following responsibilities, at a minimum:
   (1) Assumes all responsibilities associated with the Program Instructor position on a regular basis.
   (2) Assumes all responsibilities of the Director position when standing in for that position.
   (3) Assists in all other duties or activities deemed necessary by the Director for the Academy's success.

4.7 Program Instructor

The responsibilities of the position will support classification as a GS-9 to GS-11 or equivalent. The salary range excludes any benefits package for this position description. Program Instructors shall be able to organize and manage classrooms; provide classroom instruction; maintain records and files; and organize, manage, and prepare classes in all areas of the DoD STARBASE curriculum for instructors and students. They shall also assist the Director with the operations, management, development, and implementation of the Academy. Program Instructors shall report to the Director.

a. The Program Instructor must meet or exceed the following qualifications:
   (1) Meet all mandated educational credentialing requirements for New Hampshire teacher certification.
   (2) Bachelor's degree or higher majoring in education, counseling, or psychology with 5 years of experience in classroom teaching or education.

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(3) Must pass security and background checks needed to work at a DOD facility and with children. No interaction with children shall be authorized until a background check is complete.

b. The Program Instructor must possess the following knowledge, skills, and abilities:
   (1) Knowledge of internet-based tools as well as PTC Creo Software and Microsoft Office products.
   (2) Ability to recognize and implement effective teaching practices and classroom management skills.
   (3) Ability and willingness to engage in quality communication and effective relationships with military and civilian personnel, teachers, students, parents, and volunteers.
   (4) Attend initial and annual training conferences as required per OASD (M&RA). Typically, one week in length and within the continental United States. The Contractor shall assume all costs associated with conferences and training, including travel.
   (5) Maintain current CPR/First Aid certification.

c. The Program Instructor shall have the following responsibilities, at a minimum:
   (1) Prepare materials, lesson plans, classrooms, and activities for instruction utilizing computer and classroom smart technology for lessons where appropriate and save backups to external hard drives.
   (2) Provide instruction in all areas of the DoD STARBASE curriculum for visiting instructors and students.
   (3) Work as a team with other Program Instructors to prepare lessons, daily class schedules, and provide instruction in the classroom.
   (4) Identify needs of individual students participating in the Academy and provide appropriate intervention and accommodation to help ensure success in program completion.
   (5) Assist in developing new curriculum lessons that correlate with State and Federal education objectives.
   (6) Conduct and evaluate all pre- and post-tests.
   (7) Assist visiting instructors participating in the Academy.
   (8) Participate in graduation ceremonies.
   (9) Serve as mentor to visiting instructors.
   (10) Collect pertinent data necessary to evaluate program effectiveness.
   (11) Maintain student workbooks.
   (12) Assist in maintenance of scrapbook of photos, press releases, announcements, and other pertinent materials documenting program progression and success.
   (13) Select and prepare requests for appropriate materials for purchase.
   (14) Assist in verifying material shipments, updating material inventories, and putting away supplies.
   (15) Cleaning and tidying of classroom, break room, and offices.
   (16) Assist in all other duties or activities deemed necessary by the Director for the Academy's success.

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4.8 Office Manager

The responsibilities of the position will support classification as a GS-5 to GS-9 or equivalent. The salary range excludes any benefits package for this position description. The Office Manager shall assist the Academy staff by maintaining records, correspondence, and files; preparing classroom materials and activities; and assisting Program Instructors in class activities as needed. This position shall greet visitors, answer phone calls, and schedule meetings for staff and visitors. The Office Manager shall report to the Director.

a. The Office Manager must meet or exceed the following qualifications:
   (1) Possess a high school diploma.
   (2) Be 18 years of age or older.
   (3) Pass the security and background checks for working on a DOD facility and working with children within thirty days of being hired. No interaction with children shall be authorized until a background check is complete.

b. The Office Manager must possess the following knowledge, skills, and abilities:
   (1) Knowledge of internet-based tools as well as Microsoft Office products.
   (2) Ability and willingness to engage in quality communication and effective relationships with military and civilian personnel, teachers, students, parents, and volunteers.

c. The Office Manager shall have the following responsibilities, at a minimum:
   (1) Assist all Academy staff by managing office duties, including maintaining record, correspondence, and files.
   (2) Prepares requests for appropriate office supplies and materials for purchase.
   (3) Assist in verifying material shipments, updating material inventories, and putting away supplies.
   (4) Assist in maintenance of scrapbook of photos, press releases, announcements, and other pertinent materials documenting program progression and success.
   (5) Assist in cleaning and tidying of classroom, break room, and offices.
   (6) Assist in all other duties or activities deemed necessary by the Director for the Academy's success.

SECTION 5: IMPLEMENTATION AND MOBILIZATION

5.1 Basic Requirements

The Contractor shall begin implementing the basic DoD STARBASE Program at the Academy in coordination with the Primary Contact upon execution of this Agreement. Staff, supplies, equipment, and facilities must be in place and ready to commence within 60 days following the execution of this Agreement.

5.2 Operational Plan

Within 14 days following the execution of this Agreement, the Contractor shall provide the Primary Contact with a detailed operational plan to include but not be limited to:

a. Staff recruiting, training, and placement.
b. Infrastructure setup.
c. Schedule for start-up of operations and classes.

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d. Quality Assurance and Quality Control protocols and procedures. Gap analysis of infrastructure, supplies, and other areas of concern including recommendations and resolution.

5.3 Personnel Recruitment

The Contractor shall recruit and train the required staff needed to operate the basic DoD STARBASE Program. The Director position must be staffed and trained within 30 days following the execution of this Agreement. All other positions must be staffed and trained within 60 days following the execution of this Agreement. Copies of all personnel training records must be provided to the Primary Contact.

5.4 Curriculum and Course Development

The Contractor shall develop the Academy curriculum in accordance with the DoD STARBASE Curriculum and Program of Instruction established by OASD (M&RA). The Contractor shall have this completed within 60 days following the execution of this Agreement and shall provide a copy to the Primary Contact. In addition to the curriculum, the Contractor shall develop the courses to include books, binders, projects, study aids, supplies, classroom requirements, graduation procedures, and any other materials and processes needed for the success of the Academy. .

5.5 Community Awareness and Participation

The Contractor, via the Director, must increase awareness of the Academy within the community through advertising and outreach programs. The Director shall be the primary liaison with local schools and the community. Prior to the staffing and training of a Director, the Contractor must work with the Primary Contact to provide other methods of raising community awareness. The Contractor shall work with the local school systems to ensure maximum student participation and awareness of the Academy. This includes, but is not limited to, coordinating student attendance at the Academy, student transportation to and from the Academy, and information distribution to parents. This will be an ongoing requirement throughout the project; however, the Contractor must provide the Primary Contact with an initial plan for awareness and enrollment within 30 days following the execution of this Agreement.

5.6 Preparation of Facilities

The rooms designated for Academy use will be available for Contractor use upon execution of this Agreement. The Contractor shall prepare the classroom for student instruction. The designated rooms must be fully functional and ready for use within 60 days following the execution of this Agreement.

5.7 Certifications, Licenses, and Permits

The Contractor shall obtain the necessary certifications, licenses, permits, and teaching credentials needed for the operation of the Academy. The Contractor and its personnel shall comply with all applicable Federal, State, and municipal laws, codes, and regulations during the performance of this Agreement. The Contractor shall maintain records of such documents and provide the documentation to the Primary Contact prior to commencing any work needing such certifications, licenses, permits, or teaching credentials but no later than 45 days following the execution of this Agreement.

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SECTION 6: FACILITIES, EQUIPMENT, AND SERVICES

6.1 Basic Requirements

The Department will provide the Academy with the facilities, equipment, and services as specified herein. During the performance of this Agreement, the Contractor shall:

a. Be accountable for the proper use of the State's facilities, equipment, and services.
b. Adhere to all State and Federal regulations, policies, and procedures pertaining to sustainable practices for State and Federal agencies.
c. Ensure compliance with all State and Federal regulations, policies, and procedures related to workplace health, safety, and security.

6.2 State Facilities

The Department will provide Room 144 and adjoining Room 145, as well as Supply Rooms 122, 126, and 133 at the Edward Cross Training Complex (ECTC). A diagram of the facilities and rooms to be used for the Academy is located in Appendix A. Any additional space requested for the program by the Contractor shall be coordinated with the Primary Contact.

a. The Department shall:
   (1) Retain title of the facilities.
   (2) Maintain the facilities and perform repairs in accordance with sound industrial practices.
   (3) Maintain the grounds surrounding the facilities.

b. The Contractor shall:
   (1) Not permit the use of the facilities by persons other than Contractor personnel without prior approval from the Primary Contact.
   (2) Not construct or install any fixed improvement or structural alteration.
   (3) Ensure general tidiness and cleanliness of the facilities.
   (4) Take all reasonable steps to protect the facilities from damage.
   (5) Immediately notify the Primary Contact if damage is sustained.
   (6) Be monetarily responsible for any damage to the facilities that occur as a result of malicious intent or negligence on behalf of the Contractor including all personnel and subcontractors.

6.3 Facility Keys

The Primary Contact will provide the Director with the requisite number of keys needed for access the designated rooms and facilities of the Academy. The number of keys and to whom they were issued will be recorded by the Primary Contact. All keys are the property of the Department and may be confiscated at any time. The Contractor shall be responsible for the maintenance of all keys issued and shall not make any duplicates. The Primary Contact must be immediately notified by the Contractor should an issued key be lost, stolen, or duplicated. The Primary Contact will document all replacement keys issued. The Contractor shall prohibit the use of all issued keys by persons other than those on record with the Primary Contact. The Contractor shall not use issued keys to open rooms or facilities for personnel other than those on record with the Primary Contact.

6.4 Department Furnished Equipment

The Department will furnish certain equipment for the Contractor to use during the operation of the Academy. The Department shall retain ownership of furnished equipment, and all functioning

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items must be returned to the Department upon expiration or termination of this Agreement. When furnished equipment is no longer functional, the Contractor shall notify the Primary Contact for replacement. Furnished equipment that is lost, damaged, or stolen must be reported to the Primary Contact within 72 hours after discovery of loss, damage, or theft.

6.5 Contractor Equipment

Any and all supplies and equipment purchased by the Contractor or Academy personnel with funds appropriated to this Agreement shall become the property of the Department upon the completion or termination of this Agreement. The Department is not responsible for the maintenance, repair, and/or upkeep for equipment and supplies purchased by the Contractor with funds not appropriated for this Agreement. The Contractor shall not connect any Contractor-furnished property, system, or equipment to any State-owned property, facility, or network without prior review and approval by the Primary Contact. Further approval may be required from the New Hampshire Department of Information Technology (DOIT) or the NHNG Directorate of Information Management (DOIM).

6.6 STARBASE-U Access

The Contractor must have access to the secure DoD STARBASE website known as "STARBASE-U." It is the Contractor's responsibility to request and maintain access for the duration of this Agreement for all Academy personnel.

6.7 Utility Services

The Department will furnish electricity, water, and sewage utilities for use by the Academy. The Contractor shall not change or modify any utility system or component without prior review and approval by the Primary Contact. The Primary Contact shall seek guidance and further approval from the Construction and Facilities Management Office (CFMO) and State Business Office prior to issuing their approval to the Contractor.

6.8 Communications Services

The Contractor shall provide internet and telephone services at its own expense. The Contractor may use the communications provider(s) currently servicing the facilities, but it must have a separate account with the provider(s) from the Department. The Contractor must receive approval from the Primary Contact prior to the installation of any new communications lines.

6.9 Emergency Services

Police, fire, and medical services will be provided by the local municipality. In any emergency the Contractor or Academy personnel shall dial 911 to contact local emergency services. The Contractor or Academy personnel shall immediately notify the Primary Contact and the NHNG officer in charge of the facilities after emergency services have been contacted.

SECTION 7: QUALITY CONTROL

The Contractor shall develop and maintain a quality control procedure to ensure services performed are in accordance with this Contract. This procedure shall include, but not be limited to, methods to identify, prevent, and ensure non-recurrence of defective services. The Contractor shall keep inspection instructions, auditing, and testing current with State and Federal requirements. The Contractor shall coordinate all participant and third-party complaints and resolutions with the Primary Contact. Records of

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all participant and third-party complaints and corrective actions must be maintained on-site by the Contractor. These records shall be made available to the Primary Contact upon their request.

SECTION 8: QUALITY ASSURANCE

8.1 Quality Assurance Evaluations

The services to be performed by the Contractor during the period of this Contract shall be subject to review by the State Contracting Officer or the Primary Contact at any time. The Primary Contact will periodically evaluate the Contractor's performance to ensure services are received in a manner consistent with this Agreement. The Primary Contact will evaluate performance through intermittent on-site inspections, inspections of the Contractor's quality control program, and receipt of complaints from participants and third parties. The Primary Contact may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated complaints. Likewise, the Primary Contact may decrease the number of quality control inspections if merited by performance. The Contractor shall initially validate complaints. The Primary Contact will make final determinations of the validity of complaints in cases of disagreement with participants and third parties.

8.2 Deficiencies

Should the Contractor fail to meet any of the tasks, deliverables, goals, or expectations of this Agreement by the Primary Contact, their performance shall be considered "deficient." In the event the Primary Contact determines the Contractor's performance to be deficient, they will inform the State Contracting Officer and request action be taken by the Contractor to correct the deficiencies. The Primary Contact will report the deficient action, the date and time the deficiency was noted, and any corrective action plans issued to the State Contracting Officer. All corrective actions issued shall be resolved by the Contractor within the timeframe established by the corrective action plan. Depending on the severity of the deficiency, the Department may withhold payment to the vendor until such deficiency is cured.

SECTION 9: SUPPLEMENTAL INFORMATION

9.1 Applicable References

a. Title 10, United States Code, Section 2193b, Improvement of Education in Technical Fields: Program for Support of Elementary and Secondary Education in Science, Mathematics, and Technology
b. Department of Defense Instruction 1025.7 "Department of Defense STARBASE Program"
c. Title 42, United States Code, Section 13041, Requirement for Background Checks
d. Department of Defense Instruction 1402.5 "Criminal History Background Checks on Individuals in Child Care Services"
e. Direction & instruction for STARBASE program as provided by OASD (M&RA) (http://dodstarbase.org/)
f. Army National Guard Safety Program NGR 385-10

9.2 Definitions

a. At-Risk Youths
Students who are at greater risk of dropping out or falling behind in school than their peers. These students may reside in a single-parent household, have an older sibling who

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dropped out of high school, have changed schools two or more times outside of standard progressions, receive lesser grades and test scores than the class average, reside in a low socio-economic status family, or repeat an earlier grade.

b. Class
A group of students participating in the Academy and receiving DoD STARBASE Program instruction. Classes may not be a homogenous entity prior to attending the Academy and may be a temporary grouping. A class consists of 20 to 35 students during the school year and 15 to 35 students during summer vacation.

c. Classroom Contact Hour
A period of 60 minutes in which 2 Program Instructors are actively involved with the students or a Program Instructor and military member are demonstrating, displaying, and/or teaching students about a military application of STEM subjects.

d. Disability
A physical, mental, or sensory condition that impairs an individual's movements, senses, or activities.

e. DoD STARBASE 2.0
An extension of the DoD STARBASE Academy designed to create afterschool STEM clubs to junior high schools using mentors from the Department of Defense, private industry, and universities.

f. DoD STARBASE Academy
A Department of Defense educational entity that seeks to improve the knowledge and skills of 5th grade students in Science, Technology, Engineering, and Math and follows the Academy model described in the DoD STARBASE Program Instruction.

g. Ethnic Groups
Subgroups within a larger cultural or social order that are distinguished from the majority and each other by their national, religious, linguistic, cultural, and sometimes racial background. This term shall not be confused with "Minority Groups" which has the connotation of being the object of prejudice or discrimination.

h. Historic Under-Representation in STEM Fields
A demographic that has publicly participated in the STEM fields less compared to the majority demographic represented throughout history.

i. Limited English Proficiency
An individual's inability to communicate effectively and fluently using the English language.

j. Racial or Ethnic Minority Status
A classification based on an individual's association with a demographic that shares genetic features, common ancestry, and cultural and social traits.

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k. Socio-Economic Disadvantaged/Economically Disadvantaged
To be poor, poverty stricken, or otherwise economically disadvantaged and have low social status in a society based on a specific demographic such as race, sex, ethnicity, economic status, language, geographic location, environment, education, and disabilities.

9.3 Acronyms

a. CFMO
Construction and Facilities Management Office

b. CPR
Cardiopulmonary Resuscitation

c. ECTC
Edward Cross Training Complex

d. DOD
United States Department of Defense

e. DODD
Department of Defense Directive

f. DODI
Department of Defense Instruction

g. DODM
Department of Defense Manual

h. DOIM
Directorate of Information Management

i. DOIT
New Hampshire Department of Information Technology

j. G&C
Governor and Executive Council of the State of New Hampshire

k. GS
General Schedule

l. NHARNG
New Hampshire Army National Guard

m. OASD (M&RA)
Office of the Assistant Secretary of Defense for Manpower and Reserve Affairs

n. SAU
School Administrative Unit

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o. STARBASE
Science and Technology Academies Reinforcing Basic Aviation and Space Exploration

p. STEM
Science, Technology, Engineering, and Mathematics

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APPENDIX A: FACILITY DIAGRAM

ECTC SCHEMATIC

[redacted]

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Date: 7-28-23

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT C
PRICE AND TERMS OF PAYMENT

SUBJECT: STARBASE New Hampshire

SECTION 1: PRICE

The Price for this Agreement shall not exceed $526,164.80 without amendment and approval of the New Hampshire Governor and Executive Council.

SECTION 2: METHOD OF PAYMENT

Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices shall be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301

SECTION 3: TERMS OF PAYMENT

Invoices shall be billed monthly for services rendered and shall include a breakdown itemized by labor, materials, and other detailed expenses needed to successfully perform the deliverables and project tasks identified in Exhibit B herein. Payments shall be made within 30 days after receipt of proper invoices and only upon the satisfactory completion and acceptance of identified deliverables and tasks as determined by the Department's Primary Contact. The Contractor shall not invoice the Department for any expenses related to goods or services not yet rendered or performed outside the scope and terms of this Agreement. All payments are contingent upon the availability of Federal funds.

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Certificate of Authority #2 *(Corporation, Non-Profit Corporation)*

Corporate Bylaws Certification of Authority

I, Winston Scott, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name of Attestor)

Hope Through Education, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations:

Officer Title(s)/Position(s)

President

Vice President

Treasurer

I further certify that the following individuals currently hold the office or positions authorized:

Names of Individual(s) Holding the Above-Mentioned Positions

Winston Scott

Allison Forst

Amy T. Akins

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 corporation. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: 2 Aug 23 **ATTESTOR:** [signature]

NAME: Winston E. Scott

TITLE: President Board of Dir.

VENDOR MUST SUBMIT COPY OF ORGANIZATION'S BYLAWS WITH THIS CERTIFICATE

BYLAWS

OF

Hope Through Education, Inc.

ARTICLE I. OFFICES

The Corporation will have such offices, within or without the State of Florida, as the Board of Directors determines from time to time.

ARTICLE II. MEMBERS

The Corporation shall not have members. All rights granted to members under law shall be vested in the members of the Board of Directors.

ARTICLE III. DIRECTORS

Section 3.1. **FUNCTION**. All corporate powers will be exercised by or under the authority of the Board of Directors. The business and affairs of the Corporation will be managed under the direction of the Board of Directors.

Section 3.2. **QUALIFICATION**. Directors must be natural persons who are 18 years of age or older but need not be residents of Florida.

Section 3.3. **COMPENSATION**. The Board of Directors has the authority to fix the compensation of directors. Nothing in these Bylaws precludes any director from serving this Corporation in any other capacity and receiving proper compensation for such service.

Section 3.4. **NUMBER.** The Corporation has the number of directors set forth in the Articles of Incorporation until the number is changed as provided herein. The number of directors may be increased or decreased from time to time by adoption of a resolution by the Board of Directors but shall at all times never be less than three (3). Unless the Board of Directors remove a director or directors, a decrease in the number of directors will not shorten the current term of any incumbent director.

Section 3.5. **ELECTION AND TERM**

a. Initial Board Each person named in the Articles of Incorporation as a member of the Board of Directors will hold office until the next annual meeting of the Board of Directors and until such person's successor is elected and qualified or until such person's earlier resignation, removal from office, or death.

b. Annual Election of Board At each annual meeting of the Board of Directors, the incumbent Board of Directors will elect a successor Board of Directors by plurality vote. Each director so elected will hold office until the next succeeding

annual meeting and until such director's successor has been elected and qualified or until such director's earlier resignation, removal from office, or death.

c. **Election** of Chair of Board. The Board may elect a Chair, and if one is elected, the Chair will preside at all meetings of the directors and will have such other duties as may from time to time be prescribed by the Board of Directors.

Section 3.6. **REMOVAL, RESIGNATION AND VACANCIES**

a. **Removal**. Any director may be removed, with or without cause, by majority action of the Board of Directors. A director will be removed if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. The notice of the meeting at which a vote is taken to remove a director will state that the purpose or one of the purposes of the meeting is the removal of a director or directors. In the event that any one or more directors is removed, new directors may be elected at the same meeting.

b. **Resignation** A director may resign at any time by delivering written notice to the Board of Directors or its Chair or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

c. Method of Filling **Vacancies**. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall hold office until such director's successor has been elected and qualified or until such director's earlier resignation, removal from office, or death.

Section 3.7. **QUORUM AND VOTING.** A majority of the number of directors prescribed by these Bylaws constitutes a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is an act of the Board of Directors.

Section 3.8. **EXECUTIVE AND OTHER COMMITTEES.**

a. Creation; Applicable **Requirements**. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in the resolution, has and may exercise all the authority of the Board of Directors, except as limited by the laws of the State of Florida. All requirements applying to the Board of Directors regarding meetings, notice, waiver of notice, quorum and voting apply to committees and their members as well.

b. Number of Members; **Designation of Alternates** Each committee will have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted in accordance with this section, may

designate one or more directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

c. **Director's Duty Remains** Neither the creation of any committee, the delegation of authority to any committee, nor action by any committee will alone constitute compliance by any director not a member of such committee with such director's obligation to act in good faith, in a manner reasonably believed to be in the best interest of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Section 3.9. **TIME OF ANNUAL, REGULAR AND SPECIAL MEETINGS**. An annual meeting of the Board of Directors will be held each year, and regular meetings may be held at such times thereafter as the Board of Directors may fix. Special meetings may be held at such times as called by the Chair of the Board, the President of the Corporation or any two directors.

Section 3.10. **NOTICE OF MEETINGS.** The resolution or resolutions by the Board of Directors that fix(es) the schedule of Annual and regular meetings of the Board of Directors will include the date, time, place and purpose of the meeting. The Secretary of the Board of Directors will provide written notice to the board members of any upcoming Annual or regular meetings at least one week prior.

Written notice of the time and place of a special meeting of the Board of Directors will be given to each director in person or by first-class mail, telegram, facsimile, or other electronic transmission at least one week prior.

Notice of an adjourned meeting of the Board of Directors will be given to directors who were not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other directors.

Section 3.11. **WAIVER OF NOTICE.** Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting constitutes a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 3.12. **PRESUMPTION OF ASSENT.** A director of the Corporation who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is presumed to have assented to the action unless such director votes against it or expressly abstains from voting on the action taken, or, such director objects at the beginning of the meeting to the holding of the meeting or transacting specific business at the meeting.

Section 3.13. **PARTICIPATION IN MEETING BY CONFERENCE CALL.** Members of the Board of Directors may participate in a meeting of the Board by conference telephone or similar means of communication through which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 3.14. **ACTION WITHOUT A MEETING.** Any action required or permitted to be taken at a Board of Directors' meeting or a meeting of a committee of the Board of Directors may be taken without a meeting if: (a) each of the directors, or each of the members of the committee, as the case may be, consents in writing to the action; (b) the consent sets forth the action to be taken; and (c) the consent is filed in the minutes of the proceedings of the Board or of the committee. The consents may consist of one or more writings and such written consents will have the same effect as a unanimous meeting vote.

Section 3.15. **DIRECTOR CONFLICTS OF INTEREST.** No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested will be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because the votes of such director or directors are counted for such purpose, if:

(a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors, all in the manner provided by law; and

(b) the contract or transaction is fair and reasonable to the Corporation at the time it is authorized by the Board or a committee.

Section 3.16. **DUTIES OF DIRECTORS.** A director will perform the duties of director, including the duties as a member of any committee of the Board upon which such director serves, in good faith, in a manner reasonably believed to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

ARTICLE IV. OFFICERS

Section 4.1. **OFFICERS.** The officers of the Corporation will consist of a President, a Secretary, and a Treasurer, and may include one or more Vice Presidents, one or more assistant Secretaries, and one or more assistant Treasurers. The officers will be elected initially by the Board of Directors at the organizational meeting of the Board of Directors and thereafter at the annual meeting of the Board of Directors in each year or at any special meeting called for such purpose. The Board from time to time may elect or appoint other officers and

assistant officers, who will have the authority and perform the duties prescribed by the Board. An elected or duly appointed President or Vice President may, in turn, appoint one or more assistant Secretaries or assistant Treasurers, unless the Board of Directors disapproves or rejects the appointment. All officers will hold office until their successors have been appointed and have qualified or until their earlier resignation, removal from office, or death. One person may simultaneously hold any two or more offices.

Section 4.2. **DUTIES.** The following officers of this Corporation will have the following duties:

a. **President.** The President will be the chief executive officer of the Corporation, will have general and active management of the business and affairs of the Corporation, subject to the directions of the Board of Directors, and, in the absence of a Chair of the Board of Directors, will preside at all meetings of the Board of Directors.

b. **Vice President.** Each Vice President, if one or more is elected, will have such powers and perform such duties as may, from time to time, be prescribed by the Board of Directors or by the President. In the event of the absence or disability of the President, the Vice President or Vice Presidents will succeed to the President's power and duties in the order designated by the Board of Directors.

c. **Secretary/ Treasurer.** The Secretary/Treasurer will attend all meetings of the Board of Directors, record all proceedings of such meetings in the minute book of the Corporation, and authenticate records of the Corporation. The Secretary will perform such other duties as may, from time to time, be prescribed by the Board of Directors or by the President.

The Secretary/Treasurer will (i) have charge and custody of and be responsible for all funds and securities of the Corporation, (ii) keep full and accurate accounts of receipts and disbursements, (iii) receive and give receipts for monies due and payable to the Corporation, and deposit monies in the name of the Corporation in the depositaries designated by the Board of Directors, and (iv) perform all other duties as may, from time to time, be prescribed by the Board of Directors or the President. If required by the Board of Directors, the Treasurer will give a bond for the faithful discharge of the Treasurer's duties in the sum and with the surety or sureties that the Board of Directors determines.

Section 4.3. **REMOVAL, RESIGNATION AND VACANCIES.**

a. **Removal.** Any officer elected or appointed by the Board of Directors and any assistant officer appointed by another officer may be removed by the Board at any time with or without cause. Any assistant officer, if appointed by the President or a Vice President, may likewise be removed by such officer with or without cause.

b. **Resignation**. An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

c. **Method of Filling Vacancies**. Any vacancy, however occurring, in any office may be filled by the Board of Directors upon a majority vote at either a regular or a special meeting of the Board of Directors.

Section 4.4. **COMPENSATION**. The Board of Directors from time to time will fix the salaries of the officers. The President has the authority to fix the salaries of all employees of the Corporation other than officers elected or appointed by the Board of Directors.

ARTICLE V. BOOKS AND RECORDS

The Corporation will maintain: minutes of the proceedings of its Board of Directors and committees of directors; accurate accounting records; a copy of the current Articles of Incorporation and bylaws of the Corporation; a list of the names and business addresses of the current officers and directors of the Corporation; and a copy of the most recent annual report for the Corporation as filed with the Secretary of State.

ARTICLE VI. CORPORATE SEAL

The Board of Directors may adopt a corporate seal which has the name of the Corporation inscribed thereon, and such seal may be a facsimile, engraved, printed, or impression seal; provided, however, that in any event, the affixation of such seal shall not be required to authorize or validate any document entered into or adopted by the Corporation.

ARTICLE VII. PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No officer, Director, or member of a sub-committee, or person connected with the Corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this prohibition shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. Upon such dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine or as may be determined by a court of competent jurisdiction, exclusively to charitable, religious, scientific, testing for public safety, literary, or educational organizations which qualify under the provisions of Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, and its regulations as they now exist or as they may hereafter

be amended; PROVIDED, HOWEVER, that any distributions upon dissolution of this Corporation shall be to and for the exempt purposes of this Corporation as enumerated in the Articles of Incorporation of this Corporation.

ARTICLE VIII. EXEMPT ACTIVITIES

Notwithstanding any other provision of these Bylaws, no officer, Director or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and regulations as they now exist or as they may hereafter be amended.

ARTICLE IX. AMENDMENT

These Bylaws may be amended or repealed and additional bylaws adopted, in writing, by the Board of Directors. Any amendment, repeal or addition will be approved by 100 percent of the membership in writing and attached to these Bylaws.

DECLARATION OF CONFORMITY

I declare that the attached copy of the Bylaws of **Hope Through Education, Inc.**, a Florida not for profit corporation, is a complete and accurate copy of the original document, effective as of June 29, 2020.

By: Linda J. Brent

Print Name: Linda Brent

Title: President

State of New Hampshire

Department of State

HOPE THROUGH EDUCATION, INC
Hope Through Education, Inc
223 West Gregory Street
Pensacola, FL 32502

State of New Hampshire
Department of State

6/5/2023 2:47:27 PM

Hope Through Education, Inc
223 West Gregory Street
Pensacola, FL, 32502, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,
Corporation Division

Business ID: **933076**
Filing No: **6241924**

State of New Hampshire
Department of State

Work Order #: 20239970019803

Receipt Date/Time: 06/05/2023 02:42:24 PM

Payer Information:

Hope Through Education, Inc
223 West Gregory Street
Pensacola, FL, 32502, USA

Payer Customer ID: 524320

Filer Information:

Hope Through Education, Inc
223 West Gregory Street
Pensacola, FL, 32502, USA

Filer Customer ID: 524320

Payment Information:

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
06/05/2023 02:42:17 PM	Rejection Funds	Transaction ID#: 20239980778365001	N/A	Paid	$30.00
				Total Payment Received:	**$30.00**

Transaction Description:

Transaction #	Description	Reference Information
20239970019803-001	Business Formation - Foreign Nonprofit Corporation	HOPE THROUGH EDUCATION, INC

Transaction Information:

Date Received	Transaction #	Processing Status	Invoice Status	Amount
06/05/2023 02:39:25 PM	20239970019803-001	Accepted	Paid	$30.00
			Total	**$30.00**

Drawdown Account Balance:	$0.00	**Total Due:**	$0.00
Credit Account Balance:	$0.00	**Total Refunded:**	$0.00
		Total Change To Credit Account Balance:	$0.00

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 HOPE THROUGH EDUCATION, INCORPORATED is a Florida Nonprofit Corporation registered to do business in New Hampshire as HOPE THROUGH EDUCATION, INC on June 05, 2023. 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: **933076**

Certificate Number : **0006241924**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **5th** day of **June** A.D. **2023**.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

THE ASTA GROUP, LLC
Linda Brent
223 West Gregory Street
Pensacola, FL 32502

State of New Hampshire

Department of State

5/4/2023 11:30:17 AM

Linda Brent
223 West Gregory Street
Pensacola, FL, 32502, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,
Corporation Division

Business ID: **929025**
Filing No: **6222870**

State of New Hampshire
Department of State

Work Order #: 20239980762984

Receipt Date/Time: 04/12/2023 04:44:58 PM

Payer Information:

Linda Brent
223 West Gregory Street
Pensacola, FL, 32502, USA

Payer Customer ID: 524395

Filer Information:

Linda Brent
223 West Gregory Street
Pensacola, FL, 32502, USA

Filer Customer ID: 524395

Payment Information:

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
04/12/2023 04:44:47 PM	Credit Card	CC#: XXXXXXXXXXXX3554	Auth#: 012326	Paid	$107.00
				Total Payment Received:	**$107.00**

Transaction Description:

Transaction #	Description	Reference Information
20239980762984-000	Handling Charge	N/A
20239980762984-001	Business Formation - Foreign Limited Liability Company	THE ASTA GROUP, LLC

Transaction Information:

Date Received	Transaction #	Processing Status	Invoice Status	Amount
04/12/2023 04:41:00 PM	20239980762984-000	Accepted	Paid	$2.00
04/12/2023 04:41:00 PM	20239980762984-001	Accepted	Paid	$105.00
			Total	**$107.00**

Drawdown Account Balance:	$0.00	**Total Due:**	$0.00
Credit Account Balance:	$0.00	**Total Refunded:**	$0.00
		Total Change To Credit Account Balance:	$0.00

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 THE ASTA GROUP, LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on April 12, 2023. 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: **929025**

Certificate Number : **0006222870**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **12th** day of **April** A.D. **2023**.

David M. Scanlan

Secretary of State

THE HARTFORD

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 28, 2023

Hope Through Education, Inc
223 W GREGORY ST
PENSACOLA FL 32502

Account Information:

Policy Holder Details :	THE ASTA GROUP LLC

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2023

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 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
USAA INSURANCE AGENCY INC/PHS
65812846
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 242-1430
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Hartford Casualty Insurance Company	29424
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
THE ASTA GROUP LLC
223 W GREGORY ST
PENSACOLA FL 32502-4821

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			65 SBM ZR4718	06/29/2023	06/29/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS			65 SBM ZR4718	06/29/2023	06/29/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	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	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBM ZR4718	06/29/2023	06/29/2024	Each Claim Limit	$5,000
							Aggregate Limit	$5,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Hope Through Education, Inc
223 W GREGORY ST
PENSACOLA FL 32502

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
Susan L. Castaneda

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2023

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
Liberty Mutual Insurance Co. National Insurance East
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME: Landrum Human Resource Companies, Inc.
PHONE (A/C, No, Ext): 850-476-5100 FAX (A/C, No):
E-MAIL ADDRESS: COI@Landrumhr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Landrum Human Resource Companies, Inc.
L/C/F The ASTA Group, LLC
219 E. Garden Street, Suite 500
Pensacola FL 32502

COVERAGES CERTIFICATE NUMBER: 75548172 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA2-65D-428303-063	1/1/2023	1/1/2024	✓ PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers Compensation coverage for Employees leased to but not subcontractors of:
The ASTA Group, LLC 223 W Gregory St. Pensacola FL 32502

CERTIFICATE HOLDER

Hope Through Education, LLC
223 W. Gregory St
Pensacola FL 32502

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
Chelsea Miller

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SAM.GOV

HOPE THROUGH EDUCATION INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
YMA2LYRS7374	98S79	All Awards
Registration Status	Expiration Date	
Active Registration	Apr 11, 2024	
Physical Address	Mailing Address	
223 W Gregory ST Pensacola, Florida 32502-4821 United States	The Asta Group Llc 223 W Gregory ST Pensacola, Florida 32502 United States	

Business Information

Doing Business as	Division Name	Division Number
(blank)	Hope Through Education, Inc	(blank)
Congressional District	State / Country of Incorporation	URL
Florida 01	Florida / United States	(blank)

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 14, 2023	Apr 12, 2023	Jan 21, 2022

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 1, 2021	Dec 31

Immediate Owner

CAGE	Legal Business Name
(blank)	(blank)

Highest Level Owner

CAGE	Legal Business Name
(blank)	(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Information

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	Business or Organization	(blank)
Profit Structure		
Non-Profit Organization		

Socio-Economic Types

Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	98S79

Points of Contact

Electronic Business

Marlene Nelson, Accounting Manager

223 W Gregory ST
Pensacola, Florida 32502
United States

Government Business

Amy T Akins, Executive Director

223 W Gregory ST
Pensacola, Florida 32502
United States

Selected Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	611710	Educational Support Services
	541330	Engineering Services
	611430	Professional And Management Development Training

Disaster Response

This entity does not appear in the disaster response registry.