



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

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

April 2, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Education (NHED), Bureau of Vocational Rehabilitation (VR) to enter into a **sole source** contract with DriveAbility, LLC, Londonderry, NH (vendor #490898) in an amount not to exceed \$23,000.00 to provide adaptive driver evaluations and training on a case by case basis to VR participants experiencing mobility challenges due to disabilities and to lease, at no cost, an adaptive state owned vehicle to DriveAbility, LLC for use in the adaptive driver evaluations and training, with an option to renew for two additional one year terms, effective upon Governor and Council approval for the period of April 28, 2025 through April 27, 2026. 100% Federal Funds.

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

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

Fiscal Year	Class/Account	Class Title	Amount
2025	102-500731	Contracts for Program Services	\$19,000.00
2026	102-500731	Contracts for Program Services	\$4,000.00
Total			\$23,000.00

EXPLANATION

This request is **sole-source** because DriveAbility, LLC is the only Certified Driver Rehabilitation Specialist (CDRS)-certified vendor in New Hampshire capable of consistently providing high-tech vehicle modification training to individuals with mobility challenges. DriveAbility, LLC has a proven record of successfully training individuals with mobility challenges, with over a decade of experience. Additionally, their unique qualifications, co-location to the van's manufacturing and

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council

maintenance facility ensure that the state's adaptive driving program operates efficiently and effectively to benefit New Hampshire residents with mobility challenges.

VR's services include adaptive driving evaluations and training. These services determine an individual's ability to drive a vehicle with or without modifications and identify the specific modifications to a vehicle or driving controls required to make this feasible. Adapted Driver Evaluations and Training (hereafter referred to as "Adaptive Driving services") is provided to eligible individuals to enable them to safely operate or be transported in a motor vehicle modified with structural or non-structural modifications.

Adaptive driving and evaluation services are primarily provided to individuals who need transportation in order to obtain or maintain employment. Potential drivers with severe physical disabilities must usually be evaluated in a vehicle specially equipped for this purpose. Such vehicles have been modified to include specialized hydraulic, mechanical or electronic controls, as well as structural modifications to the vehicle itself to accommodate individuals using wheelchairs or other mobility devices.

The Federal Rehabilitation Services Administration (RSA) recently authorized VR to purchase a modified vehicle to be used for Adaptive Driving services for Vocational Rehabilitation participants. This vehicle will be hosted by an Adaptive Driving vendor, who will use the vehicle for adaptive driving evaluations and training with NH VR participants. The vendor host will secure, maintain, insure and otherwise support the vehicle(s), while VR will maintain ownership of the vehicle.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

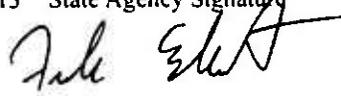
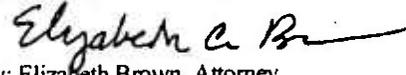
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name DriveAbility, LLC (VC: 490898)		1.4 Contractor Address 54 Wentworth Avenue, Londonderry, New Hampshire 03053	
1.5 Contractor Phone Number (603) 260-6509	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date April 27, 2026	1.8 Price Limitation \$23,000.00
1.9 Contracting Officer for State Agency Richard Sala		1.10 State Agency Telephone Number 603-271-7080	
1.11 Contractor Signature  <small>Staci Frazier (Mar 31, 2025 10:26 EDT)</small>		1.12 Name and Title of Contractor Signatory Staci Frazier, OTR/L, CDI, CDRS	
1.13 State Agency Signature  Date: 4/7/2025		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: Elizabeth Brown, Attorney On: 4/7/2025			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Attachment 1 Equipment Inventory Summary List incorporated by reference

Federal Certification 2 CFR 200.415

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

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

Renewal Option

Subject to Governor and Council approval, authorize the New Hampshire Department of Education to include two (2) additional one (1) year renewal options on this contract, subject to the contractor's acceptable performance of the terms therein, and pending availability of funding.

Renewal April 28, 2026 to April 27, 2027

Renewal April 28, 2027 to April 27, 2028

EXHIBIT B

Scope of Services

Contract for Vehicle Lease

This Contract for Vehicle Lease (the "Contract") is entered into by and between:

1. **Lessor:** New Hampshire Education Department, Bureau of Vocational Rehabilitation (NHVR) with a principal address at 25 Hall Street, Concord, New Hampshire 03301, and
2. **Lessee:** DriveAbility, LLC, with a principal address at 54 Wentworth Avenue, Londonderry, New Hampshire 03053.

Recitals

WHEREAS, the Lessor owns the vehicle described below and desires to lease it to the Lessee; and

WHEREAS, the Lessee wishes to lease the vehicle for the purposes described herein and agrees to the terms set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Description of Vehicle

The vehicle that is the subject of this lease is described as follows (the "Vehicle"):

- Make: Chrysler
- Model: Voyager LXi
- Year: 2021
- VIN: 2C4RC1DG8MR565054
- Color: Brilliant Black
- All items described in Attachment 1

2. Term of Lease

The term of this lease shall commence on April 28, 2025 or upon approval of Governor and Council if after the above stated date and shall continue until April 27, 2026 unless terminated earlier in accordance with this Contract.

3. Lease Fee

There will be no lease fee for the Vehicle. Both parties acknowledge and agree that no monetary payment is required for the lease of the Vehicle.

4. Use of Vehicle

The Vehicle shall be used exclusively for the purpose(s) set forth below (Service Coordination). The Lessee shall not use the Vehicle for any other purpose without prior written consent from the Lessor.

5. Maintenance and Repairs

The Lessee shall be responsible for maintaining the Vehicle in good working condition, including routine maintenance and minor repairs as set forth below (Service Coordination and Hosting

Requirements). Any major repairs or modifications must be approved in writing by the Lessor prior to being performed.

6. Insurance

The Lessee agrees to maintain insurance coverage for the Vehicle, as set forth below (Insurance Requirements), for the duration of the lease term. Proof of insurance shall be provided to the Lessor upon delivery of the vehicle and at any time in the future upon request.

7. Return of Vehicle

Upon termination or expiration of this lease, the Lessee shall return the Vehicle to the Lessor in the same condition as it was at the commencement of the lease, ordinary wear and tear excepted.

Service Coordination

The Lessee will secure, lease, maintain, insure, and otherwise support the Vehicle and use it for driver evaluations and driver training of NHVR participants (or participants authorized by NHVR through a Memorandum of Understanding) experiencing mobility challenges due to disabilities. NHVR will reimburse the Lessee for routine expenses related to hosting and maintaining the vehicle, as well as agreed-upon repairs. Lessee will bill NHVR for these expenses on a monthly basis.

The Lessee must be a credentialed provider through The Association for Driver Rehabilitation Specialists and have an active Certified Driver Rehabilitation Specialist (CDRS) Certification. If the Lessee ceases to hold an active CDRS, NHVR will take possession of the Vehicle.

All driver evaluations and driver training for NHVR participants must be conducted by a provider credentialed through The Association for Driver Rehabilitation Specialists with an active CDRS.

The Vehicle will be supplied with a five-year chassis and a five-year conversion warranty on all adaptive modifications and equipment. NHVR shall not be billed for any expenses that are covered under any applicable warranties. At the end of initial warranty period NHVR can choose to purchase extended warranty contracts on the Vehicle, on the conversion, or on both if such contracts are offered by the vehicle manufacturers and/or by modifiers.

The Lessee and NHVR's Point of Contact will confer at least quarterly (in-person, electronically, by telephone, or by any other mutually acceptable modality). The Lessee may be requested to attend occasional in-person meetings. NHVR will conduct regular quarterly visits and review documents to ensure the Lessee is carrying out all requirements. NHVR's Point of Contact, or his/her designee, will have access to the vehicle for inspection at any time within 48 hours' notice to the Lessee.

Hosting Requirements

The Lessee will be responsible for ongoing oversight of the operation and use of the Vehicle. This includes:

1. Appointing a primary coordinator with responsibility for management and oversight of the Vehicle.

2. Timely communications with NHVR's Point of Contact regarding any issues or questions related to Leasing the Vehicle. This includes the need for any repairs, and any incidents or accidents involving the leased Vehicle.
3. Ensuring that the leased Vehicle is stored in a safe location.
4. Ensuring that all manufacturer-required maintenance of the Vehicle is carried out at the intervals specified by the manufacturer and by vendors qualified to work on the specified Vehicle including Original Equipment Manufacturer (OEM) certified technicians or dealerships and NHVR approved vehicle modification vendors.
5. Ensuring that all maintenance required by the manufacturer or installer of the adaptations or adaptive equipment is carried out at the specified intervals and is carried out by qualified vendors.
6. Ensuring that any required repairs are carried out immediately upon identifying the need, and that such repairs are carried out by vendors qualified by the manufacturer of the Vehicle or equipment being repaired.
7. Maintaining all records, including a log, of maintenance and repairs, including the nature of the work, purpose, date, vendor, expense, and any service notes from the vendor carrying out the work.
8. Fueling the leased Vehicle, ensuring use of the recommended octane rating and any additives.
9. Confirming all drivers, instructors and evaluators (employees, vendors and clients) are appropriately licensed and certified before they drive the leased Vehicle or engage in evaluation and/or training of participants.
10. Maintaining a log of the use of the vehicle, including the name and license number of the NHVR client being served, Lessee employees, or other parties consistent with the terms of this contract.
11. Preparation for and participate in NHVR on-site inspection(s).

Insurance Requirements

Upon approval of Governor and Council and prior to beginning work with participants, the Lessee will obtain and maintain all insurance required under this Section. Proof of insurance shall be provided to the Lessor upon delivery of the vehicle and at any time in the future upon request. Any deductible shall be the responsibility of the Lessee.

1. Worker's Compensation Insurance including Worker's Compensation Insurance and Employers Liability Insurance as required by and in accordance with the laws of the State of New Hampshire.
2. General Liability Insurance including Contractual Liability Insurance with a limit of not less than \$1 million per occurrence and \$2 million aggregate.
3. Automobile Liability Insurance for bodily injury and property damage with a combined single limit of not less than \$1 million for the use of all vehicles; owned, leased, hired, and non-owned for all work performed under this contract. Coverage requirements include

comprehensive coverage, fire, theft, glass, and physical damage/collision coverage on all NHVR or state-owned/leased vehicles.

4. Umbrella Liability Insurance with limits not less than \$2 million covering all work and services performed under the Contract. Such insurance shall be written on an occurrence basis.
5. The insurance herein, before specified, shall be with insurance companies licensed and/or authorized by the State of New Hampshire Insurance Department to do business in the State of New Hampshire and has an AM Best rating of A- or better.

Training (High-Tech Instructor Training)

As a condition of providing services under this contract, the contractor shall participate in initial and periodic training on the Paravan system. The initial training must be completed no later than June 1, 2025. Following the initial training, periodic training shall occur no less than annually for the duration of the contract. This training will prepare the contractor to work with Vocational Rehabilitation (VR) clients using the state-provided Paravan-equipped vehicle. While the contractor is a Certified Driving Rehabilitation Specialist with experience in Electronic Mobility Controls, this training will provide system-specific instruction to ensure the safest and most up-to-date practices are used. This requirement promotes high-quality, informed service delivery and a positive experience for New Hampshire's Vocational Rehabilitation Participants.

The contractor shall identify appropriate training opportunities through Paravan directly or through Certified Driving Rehabilitation Specialists (CDRSs) who currently work with Paravan systems to ensure the relevance and quality of the instruction.

Before scheduling, all proposed training activities and associated costs must be approved in writing by the Director of Vocational Rehabilitation. To be eligible for reimbursement, the contractor must submit sufficient documentation to demonstrate satisfactory completion of the approved training, including but not limited to a certificate of completion, attendance records, or a written summary of the content covered and time spent. No payment shall be made for training that has not been pre-approved or lacks appropriate documentation.

Invoicing

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

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

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

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

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

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

- Signature with the following attestation:

"I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (2 CFR 200.415)

Vehicle host will bill NHVR on a monthly basis for expenses related to the hosting and routine maintenance of the vehicle. These should include, but are not limited to, expenses such as facilities, routine maintenance related to the hosting of the vehicle(s), but not related to the provision of Adaptive Driving services. Non-routine expenses, such as out-of-warranty repairs, must be approved by NHVR before they can be submitted for reimbursement.

EXHIBIT C

Method of Payment

Budget for vehicle maintenance:

Deliverables	Cost
Routine Maintenance (Manufacturer-required maintenance of the vehicle)	\$1,000.00
Adaptive System Maintenance	\$2,000.00
Non-Routine Expenses (Must be approved by NHVR before beginning work)	\$5,000.00
Training (High-Tech Instructor Training)	\$15,000.00
Total	\$23,000.00

Limitation on Price:

Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, if needed and justified, but in no case shall the total budget exceed the price limitation of \$23,000.00. To be binding on the state, such adjustments of budget line items, must be memorialized in writing, executed by the Contracting Officer and approved by the Commissioner.

Source of Funding:

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

06-56-56-565010-25380000 VR Field Programs Federal

Fiscal Year	Class/Account	Class Title	Amount
2025	102-500731	Contracts for Program Services	\$19,000.00
2026	102-500731	Contracts for Program Services	\$4,000.00
Total			\$23,000.00

Method of Payment:

Payment is to be made on the basis of invoices which are submitted by the 10th of the following month and supported by a summary of completed deliverables, as outlined by budget line, that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Failure to submit the invoice by this date could result in non-payment. Invoices and reports shall be submitted electronically to:

Richard Sala | VR Director
Richard.K.Sala@doe.nh.gov
Cc: Jillian.H.Cotrona@doe.nh.gov

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

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

Procurement of Recovered Materials

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

Revised June 2022

Contractor Initials SF
Date Mar 31, 2025

Exhibit E

Federal Debarment and Suspension

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

Revised June 2022

Contractor Initials SF
Date Mar 31, 2025

Exhibit F

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer, or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

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

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised June 2022

Contractor Initials SF
Date Mar 31, 2025

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised June 2022

Contractor Initials SF _____

Date Mar 31, 2025

Certificate of Attestation

I, Staci Frazier, as a single member of my Business DriveAbility LLC under RSA 304-C hereby certify that I am authorized to execute contracts on behalf of my Business DriveAbility LLC and may bind the organization thereby.

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

Dated: Mar 31, 2025

Attest: Staci Frazier
Staci Frazier (Mar 31, 2025 12:09 EDT)
Staci Frazier, OTR/L, CDI, CDRS

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 DRIVEABILITY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 07, 2024. 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: 956276

Certificate Number: 0007057455



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2025

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 The Hilb Group of Maryland dba PSA Insurance & Financial Partners, LLC 11311 McCormick Rd, Suite 500 Hunt Valley MD 21031-8622	CONTACT NAME: Debra Flower PHONE (A/C, No, Ext): (410) 821-7766 FAX (A/C, No): (410) 828-0242 E-MAIL ADDRESS: dflower@psafinancial.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co of America INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			██████████	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			██████████	03/25/2025	03/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			██████████	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	██████████	05/20/2024	05/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional			██████████	03/25/2025	03/25/2026	\$1,000,000 Each Incident \$3,000,000 Aggregate

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

CERTIFICATE HOLDER NH Department of Education Vocational Rehabilitation 25 Hall Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.