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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495

May 20, 2025

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education (NHED), Bureau of Special Education Support (BSES), to amend an existing **sole source** contract with Adrienne Shoemaker TVI COMS LLC (VC# 316531) by increasing the price limitation by \$67,500 from \$60,000 to \$127,500 and extending the end date from September 30, 2025 to September 30, 2027, to provide technical assistance, resources and training pertaining to working with individuals who are blind and visually impaired to school districts, families, New Hampshire Teachers of Students with Visual Impairments (TVI), Certified Orientation and Mobility Specialists (COMS), and NHED staff effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Council on May 17, 2023, Item #96. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account for FY26 and FY27, upon the availability and continued appropriation of funds in future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified.

06-56-56-562010-25040000 IDEA-Special Ed-Elem/Sec

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Program Serv	\$30,000	0	\$30,000
2025	102-500731	Contracts for Program Serv	\$30,000	0	\$30,000
2026	102-500731	Contracts for Program Serv	0	\$37,500	\$37,500
2027	102-500731	Contracts for Program Serv	0	\$30,000	\$30,000
Total			\$60,000	\$67,500	\$127,500

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

EXPLANATION

The New Hampshire Department of Education (NHED) is requesting a **sole source** amendment due to the uniquely qualified expertise and national recognition of Adrienne Shoemaker, who has extensive experience working with individuals who are blind and visually impaired. As both a Teacher of Students with Visual Impairments (TVI) and a Certified Orientation and Mobility Specialist (COMS), Ms. Shoemaker has served as a subject matter expert to the NHED for eight years. She is recognized as a leader in the field and is nationally known for her work, currently serving as the designated American Printing House for the Blind (APH) Scholar for the NHED; a distinction that underscores her subject matter expertise, longstanding contributions, and national credibility in the education of individuals blind and visually impaired. She is widely regarded as a trusted resource on all matters related to accessible learning.

This is a highly specialized and low-incidence population of students, and there are limited experts in the field with the depth of knowledge and experience needed to provide this level of support. Ms. Shoemaker brings both content expertise and a practical understanding of the unique educational, technological, and assessment needs of blind and visually impaired students, expertise that is not readily available through other providers.

In addition to her work directly with the BSES, Ms. Shoemaker provides critical support to multiple areas across NHED, including the NHED Office of Assessment, where she ensures accessibility to the New Hampshire Statewide Assessment System (NHSAS) for individuals who are blind and visually impaired. She collaborates with the assessment vendor Cambium, staff from the Bureau of Assessment and Accountability, and New Hampshire TVIs and COMS to ensure New Hampshire students have the necessary braille equipment, technology, resources, and training to successfully access the English Language Arts (ELA), Math, Science, and Civics assessments. She is an invaluable asset to NHED and to the broader New Hampshire education community.

In her role as the American Printing House for the Blind (APH) Scholar for the NHED, Ms. Shoemaker applies her expertise to promote understanding of learner variability and the unique needs of individuals who are blind and visually impaired. She provides technical assistance to school districts, families, New Hampshire TVIs and COMS, and NHED staff. Technical assistance provided pertains to the Federal Act to Promote the Education of the Blind, the American Printing House for the Blind (APH) Annual Federal Quota and APH accessible educational materials, the National Instructional Materials Access Center (NIMAC) and National Instructional Materials Accessibility Standard (NIMAS), the National Center of Accessible Educational Materials for Learning (AEM Center), the National Center on Accessible Digital Educational Materials & Instruction (NCADEMI), the New Hampshire Statewide Assessment System (NHSAS), and the official braille codes and guidance based on the Braille Authority of North America (BANA).

Ms. Shoemaker has also collaborated with BANA, the former New Hampshire Association for the Blind (NHAB) now Future In Sight, and several other stakeholders to develop New Hampshire's State Implementation Plan for Unified Braille (UEB). She is also an active member of several state and national organizations, which ensures she remains current with best

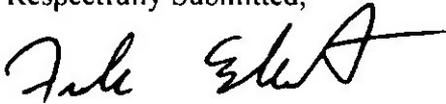
Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council

practices and updates in the field. The organizations she is a member of include the New Hampshire Services for the Blind and Vision Impaired Advisory Council, ATinNH Advisory Council, Northeast Consortium on Deafblindness Sensory, Access, Instruction and Leadership (SAIL) Team, Braille for Assessment National Center on Accessible Educational Materials, and the Accessible Educational Materials State Braille Professionals National Committee.

In addition to continuing to provide technical assistance, Ms. Shoemaker will continue to coordinate the New Hampshire TVI and COMS Community of Practice and support educators in identifying, developing, and implementing accessible materials and technologies based on guidance from the National Center on Accessible Educational Materials for Learning (AEM) and the National Center on Accessible Digital Educational Materials & Instruction (NCADEMI).

NHED is required to meet both federal and state mandates by providing technical assistance to local education agencies and schools under RSA 186-C Special Education and the Individuals with Disabilities Act (IDEA).

Respectfully Submitted,

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

Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

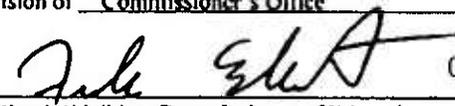
Now come the New Hampshire Department of Education, hereinafter "the Agency," and Adrienne Shoemaker TVI COMS LLC hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Governor & Council on May 17, 2023 (Item #96), hereby agree to modify same as follows:

1. Amend Section 1.7 of the P-37 by removing September 30, 2025 and replacing with September 30, 2027
2. Amend Price Limitation Section of the P-37 by increasing the price by \$67,500 from \$60,000 to \$127,500
3. Remove Exhibit C Method of Payment and Replace with Exhibit C-1 Method of Payment
4. All other provisions of this agreement shall remain in full force and effect as originally set forth.
5. This amendment shall commence upon Governor and Council approval through September 30, 2027.
6. This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

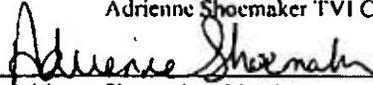
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

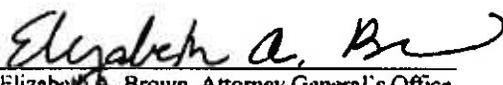
Division of Commissioner's Office

By:  05/23/25
Frank Edelblut, Commissioner of Education Date

Adrienne Shoemaker TVI COMS LLC

By:  05/19/2025
Adrienne Shoemaker, Member Date

Approved as to form, substance and execution by the Attorney General this 23 day of May, 2025.


Elizabeth A. Brown, Attorney General's Office

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

By: _____

**EXHIBIT C-1
METHOD OF PAYMENT**

Budget

Description	FY24	FY25	FY26	FY27	Total
Professional Services \$65.00 per hour, to include travel time	\$30,000	\$30,000	\$37,500	\$30,000	\$127,500

Limitation on Price: This contract will not exceed \$127,500.

Source of Funding: Funds to support this request are anticipated to be available in the following account for FY26 and FY27 upon the availability and continued appropriation of funds in future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified.

06-56-56-562010-25040000 IDEA-Special Ed-Elcm/Sec

Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Program Serv	\$30,000	0	\$30,000
2025	102-500731	Contracts for Program Serv	\$30,000	0	\$30,000
2026	102-500731	Contracts for Program Serv	0	\$37,500	\$37,500
2027	102-500731	Contracts for Program Serv	0	\$30,000	\$30,000
Total			\$60,000	\$67,500	\$127,500

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

Lynnette Lawrence, Project Director
Lynnette.E.Lawrence@doe.nh.gov

Contract between Adrienne Shoemaker TVI COMS LLC and the New Hampshire Department of Education

Contractor's Initials

Date AS
05/19/2025

Certificate of Attestation

I, Adrienne Shoemaker, as a single member of my Business Adrienne Shoemaker TVI COMS, LLC under RSA 304-C hereby certify that I am authorized to execute contracts on behalf of my Business, Adrienne Shoemaker TVI COMS, LLC and may bind the organization thereby.
(Name of Business)

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: 05/19/2025

Attest: Adrienne Shoemaker
Adrienne Shoemaker, Member

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 ADRIENNE SHOEMAKER TVI COMS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 26, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 837445

Certificate Number: 0007167551



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200	
INSURED Adrienne Shoemaker TVI COMS, LLC 	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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	07/27/2024	07/27/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ S/T Gen. Agg. \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH Department of Education 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 
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Adrienne A. Shoemaker

**TEACHER of STUDENTS who are BLIND / VISUALLY IMPAIRED
Certified Orientation and Mobility Specialist, Special Educator**

CERTIFICATIONS

State of New Hampshire Teaching License Endorsements: Blind and Vision Disabilities, General Special Education, Elementary Education

Certified Orientation and Mobility Specialist - ACVREP

EDUCATION

University of Massachusetts, Boston, MA — *Certificate in Cerebral/Cortical Visual Impairment*

Graduate certificate to be obtained in May 2025 in the area of Cerebral/Cortical Visual Impairment. Coursework included: Vision and the Brain, Cortical/Cerebral Vision Impairment, CVI Assessment, Promising Practices for CVI, and Consultation and Collaboration

University of Massachusetts, Boston, MA — *Certified Orientation and Mobility Specialist*

Completed required coursework and 350-hour practicum for certification as an Orientation and Mobility Specialist by the Academy for Certification of Rehabilitation and Education Professionals (ACVREP)

University of Massachusetts, Boston, MA — *M.Ed*

Master Degree in Special Education - Teacher of Students with Visual Impairments Track
Honors: Cumulative GPA 3.95⁽¹¹⁾_{SEP}

Providence College, Concord, NH — *BA Elementary and Special Education*

Double Major: Bachelor of Arts in Elementary and Special Education Honors: Cumulative GPA 3.6,
Magna Cum Laude

COMMITTEES

SAIL (Sensory, Access, Instruction and Leadership) Team Member NEC
NEAER Conference Planning Committee
NH Services for the Blind / Vision Impaired Advisory Council Member
ATinNH Advisory Council
New Hampshire Accessible Educational Materials Leadership Team Member
Braille for Assessment National Workgroup
NEC NH Deafblind Network
AEM State Braille Professionals National Group

PROJECTS

New Hampshire Teacher of the Blind/Visually Impaired/American Printing House for the Blind APH Scholar

- Work with the New Hampshire Department of Education on the American Printing House for the Blind Annual Federal Quota, the New Hampshire Accessible Educational Materials Center, NHSAS, the National Accessible Instructional Learning Materials Standard (NIMAC) and provide technical assistance and trainings to district personnel and families. Coordinate the New Hampshire Teachers of the Blind/Visually Impaired and Certified Orientation and Mobility Specialists Community of Practice.

New Hampshire Unified English Braille Implementation Project 2016

- Collaborated with the NHDOE and NH TVIs on the New Hampshire Unified English Braille (UEB) Bureau Project. We designed a working plan that included UMASS Boston trainings, the development of the transition plan regarding educational materials, a timeline for transition, and decisions about choice of UEB Math or Nemeth braille in the state of New Hampshire.

AWARDS

2019 National Federation of the Blind Distinguished Educator of Blind Students Award recognized at the Annual Convention in Las Vegas, Nevada 07/2019

Parent Information Center Family Engagement Month Recognition presented for outstanding contributions to promoting family engagement in New Hampshire 10/2018

STEM2U National Federation of the Blind Program 2014 selected as one of ten TVIs nationwide to attend the STEM2U Program in Baltimore, MD.

American Printing House for the Blind Scholar 2012 Selected to attend the Annual Meeting of Ex Officio Trustees and Special Guests in Louisville, KY

EXPERIENCE

Concord School District, Concord, NH—*Teacher of Students who are Blind/Visually Impaired, Certified Orientation and Mobility Specialist*

September 2008 - PRESENT

- Provide direct instruction to students aged 3-22 who are blind/visually impaired in areas of the Expanded Core Curriculum. These areas include: compensatory or functional academic skills including communication modes, sensory efficiency skills, assistive technology, orientation and mobility, social interaction skills, self-determination, independent living skills, recreation and leisure skills, and career education.

- Perform Functional Vision Evaluations, Orientation and Mobility Evaluations and Learning Media Assessments
- Collaborate with educational teams to develop and implement measurable educational goals, accommodations, and modifications on Individualized Education Plans
- Consultation and Collaboration with classroom teachers, special educators, paraprofessionals, specialists, and therapists to ensure that learning materials and environments are accessible to students who are blind / visually impaired.
- Create accessible materials for students, including tactile and braille

Independent Contractor for Blind Services

University of Massachusetts, Boston, MA — *Liaison to Vision Studies Program*

May 2014 - PRESENT

- Responsible for the recruitment of prospective NH students to the Teacher of the Visually Impaired and Orientation and Mobility Programs
- Communicate with the New Hampshire Department of Education, NH agencies, and the UMASS Vision Studies Program
- Network to connect NH students with professionals for observations, interviews, and internship/job placement
- Revised and co-taught the Technology for Students with Visual Impairment course during Summer 2018

Granite State College, Concord, NH — *Professor, Program Development for Teacher of Students with Visual Impairments Certification Program*

October 2014 - 2020

- Collaborated with TVIs, NH Department of Education, and Granite State College faculty to design the Blind and Visually Impaired Teaching certification program
- Designed Foundations of Teaching Blind/Visually Impaired Students and Braille I courses
- Taught Foundations of Teaching Blind/Visually Impaired Students and Braille I courses

SERESC – The Southeastern Regional Education Service Center

Special Educator / TVI

September 2009 – May 2011

Salem School District - William E. Lancaster Elementary School

September 1999 – November 2001

- Classroom Teacher: Grade 5 Teacher
- Grades 3 and 4 Multi-Age Classroom Teacher

96 m.c.



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

April 4, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Special Education Support, to enter into a **Sole Source** contract with Adrienne Shoemaker TVI COMS LLC (Adrienne Shoemaker) (VC# 316531), Concord, New Hampshire in an amount not to exceed \$60,000.00 to provide technical assistance, resources and training to school personnel responsible for providing services to New Hampshire individuals who are blind and visually impaired, effective upon G&C approval for the period July 1, 2023, through September 30, 2025. 100% Federal Funds.

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

	<u>FY24</u>	<u>FY25</u>	<u>Total</u>
06-56-56-562010-25040000-102-500731 Contract for Program Services	\$30,000.00	\$30,000.00	\$60,000.00

EXPLANATION

The New Hampshire Department of Education (NHED) is requesting a **Sole Source** contract with Adrienne Shoemaker due to her extensive experience and expertise in working with individuals who are blind and visually impaired. As a Teacher of Students with Visual Impairments (TVI) and a Certified Orientation and Mobility Specialist (COMS), Ms. Shoemaker has served as a subject matter expert to the Department for six years in her role as the American Printing House for the Blind (APH) Scholar. She is a highly respected resource in the field on all matters pertaining to accessibility to learning for individuals who are blind and visually impaired. In addition to her work directly with the Bureau of Special Education Support, Ms. Shoemaker has assisted the Bureau of Instructional Support with ensuring accessibility to the New Hampshire Statewide Assessment System (NHSAS) for individuals who are blind and visually impaired. She is an invaluable resource not only to the Department, but also to the NH education field.

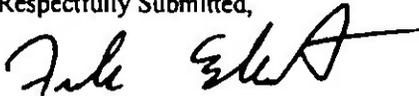
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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In her role as the American Printing House for the Blind (APH) Scholar for the Department, Ms. Shoemaker has applied her expertise towards promoting understanding of learner variability and needs of individuals who are blind and visually impaired through technical assistance to districts, families, and the New Hampshire TVIs and COMS regarding the Federal Act to Promote the Education of the Blind, the American Printing House for the Blind (APH) Annual Federal Quota and APH accessible educational materials, the National Accessible Instructional Materials Standard (NIMAC), the National Center of Accessible Educational Materials for Learning (AEM Center), the New Hampshire Statewide Assessment System (NHSAS), and the official braille codes and guidance based on the Braille Authority of North America (BANA). She has also coordinated with the Braille Authority of North America (BANA), the former New Hampshire Association for the Blind (NHAB) now Future in Sight, and other stakeholders to develop New Hampshire's State Implementation Plan for Unified English Braille (UEB). Ms. Shoemaker is a member of the following state and national committees: New Hampshire Services for the Blind and Vision Impaired Advisory Council, ATinNH Advisory Council, Braille for Assessment National Center on Accessible Educational Materials, and the Accessible Educational Materials State Braille Professionals National Committee.

In addition to continuing to provide technical assistance, Ms. Shoemaker will continue to also coordinate the New Hampshire Teachers of the Visually Impaired/Orientation and Mobility Specialists Community of Practice and support educators in accessing National Accessible Educational Materials and implementing the National Instructional Materials Access Standards (NIMAC).

The NHED is required to meet federal and state level requirements in supporting special education students by providing technical assistance to local education agencies and schools under RSA 186-C Special Education and the Individuals with Disabilities Act (IDEA).

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

FE:LL:cmr

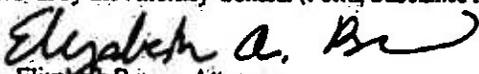
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

State Agency Name Department of Education		State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Adrienne Shoemaker TVI COMS LLC (VC #316531)		Contractor Address 30 Cedar Drive Concord, NH 03304	
1.5 Contractor Phone Number 603-496-1503	Account Unit and Class See Exhibit C	1.7 Completion Date September 30, 2025	Price Limitation \$60,000
1.9 Contracting Officer for State Agency Lynnette Lawrence, Education Consultant		1.10 State Agency Telephone Number 603-271-3294	
1.11 Contractor Signature  Date: 04/21/23		1.12 Name and Title of Contractor Signatory Adrienne Shoemaker, Member	
1.13 State Agency Signature  Date: 05/01/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 5/3/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth A. Brown, Attorney On: 05/01/2023			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: O&C Meeting Date:			

Contractor Initials 
Date 4/21/23

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, 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

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).

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

Contract between Adrienne Shoemaker and the New Hampshire Department of Education

Contractor's Initials

AS

Date

9/21/23

**EXHIBIT B
SCOPE OF SERVICES**

Adrienne Shoemaker TVI COMS LLC (VC # 316531) will provide the following services to the New Hampshire Department of Education (NHED), Bureau of Special Education Support, upon Governor & Council approval for the period beginning July 1, 2023 to September 30, 2025:

*New Hampshire Teacher of the Visually Impaired
American Printing House for the Blind APH Scholar*

Priority 1:

Provide technical assistance to districts, families, and the New Hampshire TVIs and COMS regarding the Federal Act to Promote the Education of the Blind, the American Printing House for the Blind (APH) Annual Federal Quota and APH accessible educational materials, the National Accessible Instructional Materials Standard (NIMAC), the National Center of Accessible Educational Materials for Learning (AEM Center), the New Hampshire Statewide Assessment System (NHSAS), and the official braille codes and guidance based on the Braille Authority of North America (BANA). Technical assistance will also include:

- Guidance on the procurement of source files for the production and timely delivery of textbooks and instructional materials to students who are blind or print disabled.
- Guidance on how to specially design instruction to meet the unique needs of visually impaired individuals to ensure they have access to the general curriculum.
- Guidance on administering the NHSAS to students who are blind and visually impaired.
- Guidance regarding the revision of policies, procedures, and practices that meet federal and/or State guidelines regarding the education for students who are blind and visually impaired.
- Guidance on ordering accessible educational materials.
- Guidance on promoting understanding of learner variability and barriers for students who are blind and visually impaired.

Priority 2:

Assist the Department with activities designed to coordinate all phases of the APH Annual Federal Quota.

Contract between Adrienne Shoemaker and the New Hampshire Department of Education

Contractor's Initials AS
Date 4/21/23

EXHIBIT B cont.

Priority 3:

Design, schedule and implement presentations and resources for district personnel, families, and the New Hampshire TVIs and COMS related to materials and services for the blind and visually impaired. Presentations to be delivered via Zoom or Microsoft Teams.

Priority 4:

Support the Department in promoting understanding of learner variability and needs of individuals who are blind and visually impaired and assist with bridging connectivity to the Universal Design for Learning (UDL) Framework, the Student Environment Tasks Tools (SETT) Framework, Quality Indicators for Assistive Technology, and the Accessible Educational Materials Quality Indicators.

Priority 5:

Partner with the New Hampshire Parent Information Center to develop and conduct five (5) regional meetings to promote personalized learning and literacy for students who are blind and visually impaired.

Priority 6:

Assist the Department with the development of an online professional learning platform that will house training modules to support statewide coaching to districts, teachers, and families pertaining to the education of visually impaired individuals' birth through graduation. The platform will also house information and resources from state, regional and national organizations.

Priority 7:

Participate in state, regional and national meetings and conferences related to the education of individuals who are blind and visually impaired and inform the Department of best practices.

Contract between Adrienne Shoemaker and the New Hampshire Department of Education

Contractor's Initials

Date

AS

4/2/13

**EXHIBIT C
METHOD OF PAYMENT**

Budget

Description	FY 24	FY 25
Professional Services \$65.00 per hour, per diem rate, to include travel time	\$30,000.00	\$30,000.00

Limitations on Price: This contract will not exceed \$60,000.00.

Source of Funding:

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

	<u>FY24</u>	<u>FY25</u>	<u>Total</u>
06-56-56-562010-25040000-102-500731 Contract for Program Services	\$30,000.00	\$30,000.00	\$60,000.00

Method of Payment:

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

Lynnette Lawrence, Project Director
Lynnette.E.Lawrence@doe.nh.gov

Contract between Adrienne Shoemaker and the New Hampshire Department of Education

Contractor's Initials AS
Date 4/21/23

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

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

Revised 6-25-21

Contractor Initials AD
Date 7/21/23

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 6-25-21

Contractor Initials AD
Date 4/21/25

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/conns-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 6-25-21

Contractor Initials AD
Date 4/21/23

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials

Date

JD
4/2/23

Certificate of Attestation

I, Adrienne Shoemaker, as a single member of my Business Adrienne Shoemaker TVI COMS, LLC under RSA 304-C hereby certify that I am authorized to execute contracts on behalf of my Business, Adrienne Shoemaker TVI COMS, LLC and may bind the organization thereby.
(Name of Business)

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: 04/21/2023

Attest: Adrienne Shoemaker
Adrienne Shoemaker, Member

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 ADRIENNE SHOEMAKER TVI COMS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 26, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 837445

Certificate Number: 0006156289



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of March A.D. 2023.

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

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	ADRIENNE SHOEMAKER TVI COMS LLC	Business ID:	837445
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	02/26/2020	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	[REDACTED]	Mailing Address:	[REDACTED]
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2023
		Next Report Year:	2024
Duration:	Perpetual		
Business Email:	[REDACTED]	Phone #:	[REDACTED]
Notification Email:	[REDACTED]	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Services for Blind and Visually Impaired	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Adrienne Shoemaker / Member	[REDACTED]

Page 1 of 1, records 1 to 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2023

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (AG, No, Ext): (888) 202-3007 FAX (AG, No):	
	E-MAIL ADDRESS: contact@hiscox.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc	10200	
INSURED Adrienne Shoemaker TVI COMS, LLC	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	ADOL	SUBR	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 GEM'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y		07/27/2022	07/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

NH Department of Education
 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

