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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
25 Hall Street  
Concord, N.H. 03301  
TEL. (603) 271-6133  
FAX (603) 271-1953

July 26, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education (NHED), Division of Learner Support to enter into a **sole source** contract with FIRST New Hampshire Robotics, (VC #336417), Nashua, NH, in an amount not to exceed \$455,000.00, for the purpose of increasing computer science and engineering education by developing a robotics manufacturing program at New Hampshire community colleges and at career and technical education centers in order to manufacture robotics kits that will be provided, in addition to the Experiential Robotics Platform (XRP), to all New Hampshire middle and high schools, effective upon Governor and Council approval through June 30, 2025. 100% General Funds

Funds to support this request are available in FY 24 in the account titled Computer Science Ed Program as follows:

	<b><u>FY 24</u></b>
06-56-56-562010-63790000-073-509074 Grants Non-Federal	\$455,000.00

**EXPLANATION**

The NHED is requesting a **sole source** contract with FIRST New Hampshire Robotics (FIRST NH) because the vendor is specifically identified in House Bill 2, that created the new chapter RSA 200-O Computer Science Educator Program. RSA 200-O:5 Experiential Robotics Platform (XRP) states that as part of the STEM initiative for New Hampshire schools experiential robotics platform, 5,500 robotics kits shall be made available for all New Hampshire classrooms grades 6-12. RSA-O:5-III appropriated the funds to purchase the robotics kits specifically from FIRST New Hampshire Robotics.

FIRST NH will develop a robotics kit manufacturing program at New Hampshire community colleges and New Hampshire career and technical education (CTE) centers in school year 2023-2024. This program, the Experiential Robotics Platform (XRP), is an effort by a consortium of industry and academic partners working together to bring engineering education to every student in New Hampshire.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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The program will develop the local capacity for manufacturing while creating a product that can be utilized in New Hampshire schools to teach computer science and engineering principles to students in middle and high school. Professional development and support services will also be provided to ensure that New Hampshire teachers have the tools and background needed to implement computer science and engineering content through robotics programming. The implementation of the program would begin in school year 2023-2024 with a continuation in summer 2024 and school year 2024-2025.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:mw:emr


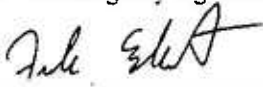
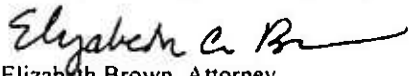
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

State Agency Name Department of Education		State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name FIRST New Hampshire Robotics (VC #336417)		Contractor Address 20A Northwest Blvd., #445, Nashua, NH 03063	
1.5 Contractor Phone Number 603-759-1509	Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2025	Price Limitation \$455,000.00
1.9 Contracting Officer for State Agency Melissa White, Division Director		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature  Date: 8/1/23		1.12 Name and Title of Contractor Signatory Frank Grossman, President FIRST NH Robotics	
1.13 State Agency Signature  Date: 8/9/2023		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: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth Brown, Attorney On: 8/9/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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).

## EXHIBIT B

### SCOPE OF SERVICES

FIRST New Hampshire Robotics (Vendor Code 336417) (FIRST NH) will provide the following services for the New Hampshire Department of Education (NHED) effective upon Governor & Council approval through June 30, 2025:

#### Objective:

FIRST New Hampshire Robotics (FIRST NH) will develop a robotics kit manufacturing programs at New Hampshire community colleges and New Hampshire career and technical education (CTE) centers in school year 2023-2024. This program, the Experiential Robotics Platform (XRP) is an effort by a consortium of industry and academic partners, working together to bring engineering education to every student in New Hampshire. The program will develop the local capacity for manufacturing while creating a product that can be utilized in New Hampshire schools to teach computer science and engineering principles to students in middle and high school. Professional development and support services will also be provided to ensure that New Hampshire teachers have the tools and background needed to implement computer science and engineering content through robotics programming. The implementation of the program would begin in school year 2023-2024 with a continuation in summer 2024 and school year 2024-2025.

#### Services:

In support of the XRP program, FIRST NH will provide the following services:

- **Professional Development:** FIRST NH will develop and implement a professional development program that will be made available to all New Hampshire educators and administrators. The training sessions will be provided in person and virtually and made available for users to access online independently.
- **Robotics Supplies and equipment:** FIRST NH will provide training materials, robotics equipment, 3-D printers, Manufacturing 4.0 software, robotics parts and additional robots for hardware repair services. Manufacturing equipment will be provided to the community college and CTE center that will then manufacture the 5,500 robotics kits that will be provided free of charge to all New Hampshire middle and high schools.
- **Program Support:**
  - a. Ongoing Support: FIRST NH will provide both on-site and online support for the duration of the program. FIRST NH will also provide access to online education resources.
  - b. Hardware will be supported by the local manufacturing school with the ability to swap out broken parts for the duration of the contract.
- **Promotion:** FIRST NH will create a marketing program to market XRP to every middle and high school in New Hampshire and work directly with school administrators to inform families, students, educators, and administrators about the XRP program. Outreach to schools would take place through the New Hampshire Department of Education (NHED), FIRST NH, and other communication channels.

#### Period of Performance:

- This contract shall be effective upon Governor and Council approval through June 30, 2025.



**EXHIBIT C**

**Budget through June 30, 2025**

<b>Expense Category</b>	<b>FY 24</b>
Professional Development, School Visits, Program Supports & Administration	\$100,000.00
Development of Manufacturing Program at CTE Centers	\$80,000.00
Robotics Parts & Equipment	\$275,000.00
<b>Total</b>	<b>\$455,000.00</b>

**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, but in no case shall the total budget exceed the price limitation of \$455,000.00.

**Funding Source:** Funds to support this request are available in FY 24 in the account titled Computer Science Ed Program as follows:

	<b>FY 24</b>
06-56-56-562010-63790000-073-509074 Grants Non-Federal	\$455,000.00

**Method of Payment:** FIRST NH will invoice the New Hampshire Department of Education within 30 days of approval of Governor and Council for the advance payment of the contractual services. 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 will be provided to the department quarterly for the duration of the contract. Invoices and receipts shall be submitted electronically to:

Lisa Lienhart  
Bureau Administrator  
[Lisa.L.Lienhart@doe.nh.gov](mailto:Lisa.L.Lienhart@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 FCG  
Date 8/1/23

## 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 June 2022*

Contractor Initials FCG  
Date 8/1/23

## 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 FCG  
Date 8/1/23

## 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 June 2022*

Contractor Initials TCG  
Date 8/1/23

# 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 FIRST NEW HAMPSHIRE ROBOTICS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 2018. 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: 794303

Certificate Number: 0006283510



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of July A.D. 2023.

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

David M. Scanlan  
Secretary of State

**Certificate of Attestation**

I, Kenneth R. St.Hilaire, hereby certify that I am a duly appointed representative of  
(Name)

FIRST New Hampshire Robotics. I hereby certify that Frank Grossman, President, FIRST NH Robotics  
(Name of Business) (Name & Title of person who signed contract)

is duly authorized to execute contracts on behalf of FIRST New Hampshire Robotics and may bind  
(Name of Business)

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: 8/1/23

  
Attest: Kenneth R. St.Hilaire, Secretary FIRST NH Robotics  
(Name & Title)





**FIRST New Hampshire Robotics Mission Statement:**

FIRST New Hampshire Robotics will be responsible for overseeing and supporting all of the New Hampshire FIRST teams and events. It is the on-the-ground program, working with schools, school districts, businesses, and communities to ensure that as many NH students as possible benefit from the FIRST experience.



FIRST New Hampshire Robotics  
20A Northwest Blvd #445  
Nashua, NH 03063  
601-759-1509  
FEIN: 82-5435938

July 20, 2023

Dear Sir or Madam,

I am writing to provide you with our latest financial statements, which were prepared by our accountant David Tully and Associates of Nashua, New Hampshire. These statements were also provided to the New Hampshire Division of Charitable Trusts as part of our most recent filing.

Sincerely,

Frank Grossman  
President  
FIRST New Hampshire Robotics

9:38 AM  
06/20/23  
Accrual Basis

**FIRST New Hampshire Robotics**  
**Balance Sheet**  
As of June 30, 2022

	<u>Jun 30, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 - U.S. Trust	269,572.59
Total Checking/Savings	<u>269,572.59</u>
Total Current Assets	<u>269,572.59</u>
<b>TOTAL ASSETS</b>	<u><u>269,572.59</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3100 - Unrestricted Net Assets	103,321.04
Net Income	<u>166,251.55</u>
Total Equity	<u>269,572.59</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>269,572.59</u></u>

9:38 AM

06/20/23

Accrual Basis

**FIRST New Hampshire Robotics**  
**Profit & Loss**  
July 2021 through June 2022

	<u>Jul '21 - Jun 22</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4200 · Direct Public Support	87,500.00
4300 · Indirect Public Support	441,206.33
4400 · Investments	26.14
4500 · Program Income	5,447.00
4580 · Team Generated Deposits	1,477.95
4900 · Other Types of Income	2,001.00
<b>Total Income</b>	<u>537,658.42</u>
<b>Gross Profit</b>	537,658.42
<b>Expense</b>	
6000 · Business Expenses	2,400.00
6100 · Contributions & Donations	2,000.00
6200 · Contract Services	30,070.00
6400 · Program Expenses	279,246.35
6420 · FLL Program Expenses	14,987.90
6480 · Team Generated Payments	2,241.95
6500 · Operations	38,455.67
6700 · Other Types of Expenses	2,005.00
<b>Total Expense</b>	<u>371,406.87</u>
<b>Net Ordinary Income</b>	<u>166,251.55</u>
<b>Net Income</b>	<u><u>166,251.55</u></u>

10:13 AM

06/20/23

Accrual Basis

**FIRST New Hampshire Robotics**  
**Account QuickReport**  
 July 2021 through June 2022

Type	Date	Num	Name	Memo	Split	Amount
<b>6400 · Program Expenses</b>						
<b>6410 · FRC Program Expenses</b>						
Check	10/05/2021		Ken St.Hilaire	FRC Rookie Kit from th...	1000 · U.S. Tr...	2,563.02
Check	11/26/2021		PMHS Team 319 B...	Entrance fees for 23 tea...	1000 · U.S. Tr...	5,750.00
Check	01/05/2022		IngenuityNE	Off season pods for Ph...	1000 · U.S. Tr...	600.00
Check	01/05/2022		ingenuityNE	Off Season Pod usage -...	1000 · U.S. Tr...	1,250.00
<b>Total 6410 · FRC Program Expenses</b>						<b>10,163.02</b>
<b>6400 · Program Expenses - Other</b>						
Check	12/11/2021		FIRST	Spring Back Plan - Tea...	1000 · U.S. Tr...	17,588.00
Check	12/14/2021		FIRST	Spring Back Plan - Tea...	1000 · U.S. Tr...	140,792.00
Check	12/31/2021		FIRST	Partial payment of invol...	1000 · U.S. Tr...	6,553.62
Check	12/31/2021		FIRST	Team Registrations for ...	1000 · U.S. Tr...	7,827.00
Check	03/04/2022		FIRST	World's Registration fee...	1000 · U.S. Tr...	1,250.00
Check	05/01/2022		FIRST	Final Pmt on M19323-1 ...	1000 · U.S. Tr...	655.38
Check	05/01/2022		FIRST	DOE Reimb for FIRST ...	1000 · U.S. Tr...	36,771.00
Check	05/01/2022		FIRST	FIRST Dec Invoice M20...	1000 · U.S. Tr...	7,874.00
Check	05/01/2022		FIRST	First Inv. M20101 for Ja...	1000 · U.S. Tr...	23,647.00
Check	05/01/2022		FIRST	FIRST November Inv M...	1000 · U.S. Tr...	7,827.00
General Journal	06/30/2022	YEAD...		Release Restriction on ...	4390 · CARES...	9,229.51
General Journal	06/30/2022	YEAD...		Release Restriction on ...	4390 · CARES...	9,068.82
<b>Total 6400 · Program Expenses - Other</b>						<b>269,083.33</b>
<b>Total 6400 · Program Expenses</b>						<b>279,246.35</b>
<b>TOTAL</b>						<b>279,246.35</b>

<b>FIRST New Hampshire Robotics Board</b>	
<b>Name</b>	<b>Affiliation</b>
Frank Grossman	Retired
Ken St. Hilare	FIRST NH Robotics
Kari Karwedsky	BAE
Rich Presher	Bosch
Brian Boyer	CliftonLarsonAllen

**Kenneth R. St.Hilaire**

[ksthilaire@firstinspires.org](mailto:ksthilaire@firstinspires.org)

**Summary of Qualifications:**

- A veteran of several startup companies, skilled in taking products from concept into production, and with specific expertise building scalable, fault tolerant, carrier grade systems.
- An experienced manager, with proven ability to build and lead development teams of all sizes, and to implement development policies and processes (traditional waterfall, agile).
- A knowledgeable architect, with broad understanding of distributed and fault tolerant systems design, signaling protocols, and open source applications.
- A capable individual contributor, proficient in multiple programming languages (including Python, Java, Golang, C/C++, JavaScript, HTML) across a variety of processor architectures (Intel, MIPS, PowerPC, ARM) and operating systems (Linux, Android, embedded RTOS).

**Professional Experience:**

**8/22 – FIRST New Hampshire Robotics, Director** – FIRST New Hampshire Robotics is the local non-profit organization that implements the FIRST robotics programs within New Hampshire, working with schools and other youth organizations to serve students in grades PK-12. Specific responsibilities include:

- Managing the day-to-day operations for the non-profit organization.
- Interfacing with school administrators, teachers, coaches, and mentors, supporting them as they implement the FIRST programs for their students.
- Working with businesses and other organizations to develop sponsorships and funding support for teams, events, and other program expenses.
- Leading outreach activities and events to raise awareness for the FIRST programs within NH.

**2/18-8/22 – Oracle/Dyn, Consulting Software Engineer** – Senior member of the HealthChecks development team, focused on the deployment of services that allow Oracle Cloud Infrastructure (OCI) customers to monitor the health of their OCI-based applications. Specific development projects have included:

- Integrated HealthChecks service with the legacy Dyn DNS traffic manager service, adapting existing applications to link the two services.
- Defined metrics reporting mechanism for HealthChecks and instrumented each of the service components to report key operational metrics.
- Completed multiple OCI platform integrations to allow the HealthChecks service to run natively on OCI.
- Development is done in a mostly Agile environment, using technologies that include: Golang, Java, Python, Docker, Kubernetes, Kafka, Redis, among others.

**Kenneth R. St.Hilaire (page 2)**

**11/15-3/17 – DataGravity, Inc. (acquired by HyTrust), Software Director – DataGravity was a startup company that offered a security appliance to analyze and protect an enterprise's virtual infrastructure. Deployed as a virtual machine, the DataGravity appliance identified sensitive data within the infrastructure, detected inappropriate access to that data, and aided in the recovery from attacks to that data.**

- Reporting to the CEO, managed a 20+ member group consisting of the platform software, user experience and user interface development teams, software quality assurance (SQA), customer support, technical publications and engineering lab services.
- Managed the re-architecture and development of the company's core product to transform the product from a storage based platform to one that is deployed as a software appliance within VMware. Product technologies include: Django, Backbone.js, jQuery, Plotly, PostgreSQL, Elasticsearch, and Reprise RLM.
- Managed the software build and test environment integrating Jenkins with Nose, Behave, and Selenium.
- Designed and implemented web-based project management tools that linked Jira, TestRail and Salesforce.com portal for overall program management.

**8/12-11/15 – Affirmed Networks, Inc. (acquired by Microsoft), Consulting Member of Technical Staff – Affirmed Networks offers a fully virtualized evolved packet core (vEPC) solution to mobile network operators. Specific development tasks include:**

- Led the architecture and development for the introduction of vProbe, a virtual packet monitoring and analytics reporting function within the Affirmed Mobile Content Cloud (MCC) solution.
- Scaled the IPSec solution within the Affirmed AN3000 platform to support up to 100K security associations per processing node.
- Redesigned and re-implemented the IPSec solution for increased reliability and added support for redundancy within the IPSec stack and application.
- Led the development for a DNS proxy capability within the Affirmed MCC solution
- Led the architecture and development for a voice over LTE (VoLTE) proof of concept initiative.
- Integrated SIP signaling within the Affirmed MCC solution as an initial step in the VoLTE product development roadmap.
- Mentored several sets of college interns from local colleges and universities, and with them developed a web-based project planning and tracking tool.

**1/07-6/12 – Verivue, Inc. (acquired by Akamai Technologies), Software Director – Verivue was an equipment provider of content delivery network (CDN) solutions to global network providers and carriers.**

**10/10-6/12 – Software Director, OneVantage CDN Solution**

- Led the software development team of 6-8 software engineers responsible for the management, monitoring and analytics aspects of the OneVantage CDN solution.
- Served as architect for the monitoring and analytics areas.
- Served on the company's Agile enablement team, tasked with facilitating the transition of the engineering development process to Agile Scrum.
- Managed the Princeton, NJ development team through a transitional period following the acquisition of CoBlitz, a technology company spun out of Princeton University.
- Provided individual development contributions in the areas of monitoring and analytics, implementing new features and capabilities for the platform acquired from CoBlitz.



**Kenneth R. St.Hilaire (page 3)**

**1/07-6/12 – Verivue, Inc. (continued)**

**1/07-10/10 – Software Director, Video Delivery Solution**

- Joined Verivue during its initial formation and led a development team of 4-16 software engineers responsible for the signaling and application layer functionality of the Verivue Media Delivery System, a purpose built, Linux-based platform designed to deliver video and other rich media content at high scale.
- Provided individual development contributions in the areas of admission control, fault recovery and redundancy in addition to management responsibilities.
- Drove the company's test driven development initiatives, integrating automated testing into the build infrastructure.

**1/98-1/07 – Ribbon Communications (formerly Sonus Networks) – Ribbon (NASDAQ:RBBN) is an equipment provider of voice over IP (VoIP) solutions to global telephone operators and carriers.**

**3/06-1/07 – Vice President, Software Architecture**

- Led a team of 7 software architects selected from each of the various product areas, and tasked with oversight for the software architecture of all Sonus platforms.
- Led the planning of the Sonus next generation platform and had interim responsibility for the hardware development team.

**2/04-3/06 – Vice President, Software Development**

- Led a team of 175 engineers and 5 directors, located in 4 offices in the U.S. and U.K. with responsibility for all software activities.
- Managed annual budget of approximately \$37M.
- Represented engineering at customer meetings, sales conferences, and with product management, defined the overall product development plan.

**5/99-2/04 – Software Manager and Director, Gateway Switching System**

- Led the software development team of 75 engineers, located in 3 offices in the U.S. and U.K.
- Responsible for all aspects of the Sonus Gateway Switch (GSX) software development
- Led the team responsible for the call control subsystems of the GSX software.

**1/98-5/99 – Member of Technical Staff**

- Joined Sonus during its initial formation and contributed to the software architecture.
- Developed the system resource management, the platform redundancy model for the GSX platform, and developed the SS7 signaling gateway termination application.

**2/96-1/98 – Reno/SmartLynx (acquired by Applied Wave Research), Director of Software – Reno/SmartLynx was a startup company focused on building a new class of integrated circuit and printed circuit design tools. Joined SmartLynx as the primary development engineer, defined the product architecture, and implemented the company's core product.**

**3/88-2/96 – Summa Four (acquired by Cisco Systems), Principal Software Engineer – Summa Four was a manufacturer of programmable digital switching equipment.**

**Kenneth R. St.Hilaire (page 4)**

**Volunteer and Other Experience:**

**6/17-present – FIRST Senior Mentor, New Hampshire**

Working in a part time capacity for FIRST to support all FIRST teams across New Hampshire, providing training and guidance to the teams, providing recruiting assistance for new students, mentors and sponsors, and serving as the liaison between the teams and FIRST HQ.

**4/11-present – Hollis Brookline High School FIRST Robotics Team 1073**

Currently serving on the board of directors for the non-profit boosters organization that supports the team and other programs within the Hollis Brookline communities.

Served as mentor for the Hollis Brookline FIRST Robotics Team 1073, supporting the software activities, mechanical design and overall integration.

**11/03-6/18 – Hollis Troop/Pack 12 Boy Scouts**

Scoutmaster/Assistant Scoutmaster (2008-2018) – Served as Scoutmaster for Hollis Troop 12, implementing a program that grew from 30 scouts to more than 50 scouts, with 18 scouts reaching the rank of Eagle in that time.

Den Leader (2003-2008) – Served as Den Leader for Hollis Pack 12.

**Education:**

B.S. Electrical Engineering – Worcester Polytechnic Institute

M.B.A. – Southern New Hampshire University (formerly New Hampshire College)

**Patents:**

US 5903886 - Hierarchical adaptive state machine for emulating and augmenting software

US 20060072555 - Defining logical trunk groups in a packet-based network

US 20060072593 - Controlling time-sensitive data in a packet-based network

<b>FIRST New Hampshire Robotics Key Personnel</b>		
<b>Employee</b>	<b>Salary</b>	<b>Amount by Contract</b>
Ken St. Hilaire	\$36,000	\$0