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JUN 06 13 AM 9:15 DAS



Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

Paul Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

May 13, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*100% Federal Funds*

REQUESTED ACTION

Authorize the Department of Education to renew the contract with Two Revolutions LLC, New Rochelle, NY (vendor code 228729), previously approved by Governor and Council on October 17, 2012, Item 70A, to take the lead in the development, implementation and improvement of Regional Technical Assistance Networks. This contract will be in effect upon Governor and Council approval for the period beginning July 1, 2013 through April 30, 2014, pending legislative approval of the next biennium budget, in an amount not to exceed \$240,000.00. Source of funds 100% Federal Funds.

Funding for this request is available as follows:

06-56-56-563010-32610000-102-500731  
Department of Education, Title I-A 10003(a)

FY14  
\$240,000.00

EXPLANATION

The Department would like to renew the contract with Two Revolutions in order for them to continue serving as the lead design partner of the New Hampshire School Improvement Network. Adam Rubin and Todd Kern, Co-Founders, have proven they have the technical expertise and interpersonal skills to work successfully with the Department and school districts within the State. Their ongoing support is vital in keeping the network project moving forward. We would be pleased to contract with them once again.

In the event Federal Funds no longer become available, General Funds will not be requested to support this program.

Respectfully submitted,

*Virginia M. Barry*  
Virginia M. Barry, Ph.D.  
Commissioner of Education

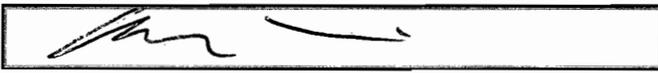
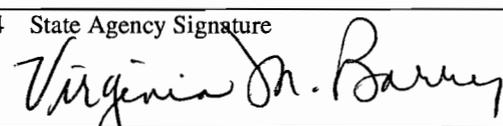
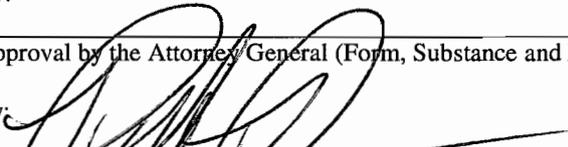
Subject: Regional Technical Assistance Networks - Two Revolutions LLC FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |   |
|--|--|---|---|
| 1.1 State Agency Name<br><u>NH State Department of Education</u>   |  | 1.2 State Agency Address<br><u>101 Pleasant Street, Concord, NH 03301</u>                                   |   |
| 1.3 Contractor Name<br><u>Two Revolutions LLC</u>  |  | 1.4 Contractor Address<br><u>77 Broadview Ave., New Rochelle, NY 10804</u>                                  |   |
| 1.5 Contractor Phone Number<br><u>917-640-7608</u>   | 1.6 Account Number<br><u>see Exhibit B</u> | 1.7 Completion Date<br><u>April 30, 2014</u>  | 1.8 Price Limitation<br><u>\$240,000.00</u> |
| 1.9 Contracting Officer for State Agency<br><u>Heather Gage, Director, Division of Instruction</u>   |  | 1.10 State Agency Telephone Number<br><u>603-271-5992</u>   |   |
| 1.11 Contractor Signature<br>   |  | 1.12 Name and Title of Contractor Signatory<br><u>Adam Rubin, Partner</u>                                   |   |
| 1.13 Acknowledgement: State of <u>Colorado</u> , County of <u>Denver</u><br>On <u>5/8/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |   |   |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br><br>[Seal]   |  | 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>Morgan DeForge, Notary</u>                    |   |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br><u>Virginia M. Barry, Ph.D., Commissioner of Education</u> |   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |  |   |   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <u>5/21/13</u>  |  |   |   |
| 1.18 Approval by the Governor and Executive Council<br>By: _____ On: _____   |  |   |   |

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A

### SCOPE OF SERVICES

Two Revolutions LLC will provide the following services to the New Hampshire Department of Education upon Governor and Council approval for the period beginning July 1, 2013 until April 30, 2014:

#### Phase I:

- Collaborate on conceptual design of the frameworks underpinning a new system of statewide support on an improvement to innovation continuum, which includes clarifying methodologies around Technical Assistance, Knowledge and Innovation Networks
- Work collaboratively to help operationalize the networks (i.e., human capital, financial capital, ongoing support structure, metrics/objectives for success, communications, etc.)
- Help define and support an accountability system underpinning the network strategy
- Help define a working taxonomy for the network structure
- Work to refine needs around systemic supports such as CRM, Talent Cloud, KnowledgeBase, and e-learning Platform
- Work to refine implementation from initial networks (i.e., real-time improvement and reflection on the first cohort of networks)
- Work in collaboration with NHDOE to support the strategy and implementation of the Waiver

#### Phase II:

- Design Innovation Networks
- Leverage expertise from 2Rev Talent Cloud and beyond to support topic-specific innovation design
- Provide unlimited access to 2Rev KnowledgeBase for design support for district-based teams participating in the 2 Innovation Networks
- Provide targeted access to 2Rev Talent Cloud for district-based teams
- Provide e-learning platform and ongoing supports for each network
- Directly facilitate in-person and virtual meetings to support network activity
- Manage the learning agenda as it relates to each network

  
Contractor  
Initials

5.8.13  
Date

**EXHIBIT B**

**BUDGET**

**Phase I:** The total cost of the work described in this Statement of Work is \$200,000.00

**Phase II:** The total cost of the work described in this Statement of Work is \$40,000.00

**Total:** \$240,000.00

**Funding Source:** Funding for this contract is 100% Federal Funds from the following account:

06-56-56-563010-32610000-102-500731  
Department of Education, Title I-A 10003(a)

FY 14  
\$240,000.00

**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities 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. Invoices and reports shall be submitted to:

Heather Gage  
Director  
Division of Instruction  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

AG  
Contractor  
Initials

5.8.13  
Date

**Exhibit C**

There are no modifications, additions and/or deletions to form P-37, General Provisions.

AJ.  
Contractor  
Initials

5-8-13  
Date

**CERTIFICATE OF AUTHORITY**

(Partnership)

I, Todd Kern, as a Partner of my Business, 2Revolutions, certify that Adam Rubin is authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of 2Revolutions.

IN WITNESS WHEREOF, I have hereunto set my hand as the Partner of the Business this 8<sup>th</sup> day of

May, 2013.

[Signature]  
Partner Signature

STATE OF ~~New Hampshire~~ Colorado  
COUNTY OF Denver

On this the 8 day of May, 2013, before me, Morgan DeForge the undersigned Officer, personally appeared Adam Rubin, who acknowledged himself to be the Partner of 2 Revolutions a Business, and that he, as such Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself as Partner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

**MORGAN L DeFORGE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124084151  
MY COMMISSION EXPIRES 02/27/2017**

My Commission expires:

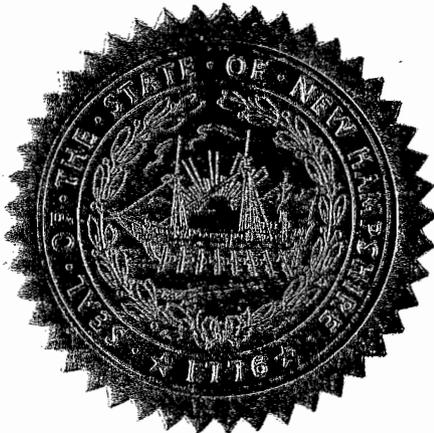
[Signature]  
Notary Public/Justice of the Peace

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Two Revolutions LLC, a(n) New York limited liability company registered to do business in New Hampshire on October 3, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of May, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Key Personnel

Adam Rubin  
Todd Kern  
Bryan Setser  
Nicole Falcone



One Tower Square, Hartford, Connecticut 06183

**RENEWAL CERTIFICATE**

**COMMON POLICY DECLARATIONS**  
OFFICE PAC  
BUSINESS: MGMT CONSULTNT

**POLICY NO.:** I-680-5914R77A-ACJ-12  
**ISSUE DATE:** 07-04-12

**INSURING COMPANY:**  
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**1. NAMED INSURED AND MAILING ADDRESS:**

TWO REVOLUTIONS, LLC  
77 BROADVIEW AVENUE

NEW ROCHELLE NY 10804

**2. POLICY PERIOD:** From 08-05-12 to 08-05-13 12:01 A.M. Standard Time at your mailing address.

**3. LOCATIONS:**

| PREM. NO. | BLDG. NO. | OCCUPANCY      | ADDRESS (same as Mailing Address unless specified otherwise) |
|-----------|-----------|----------------|--|
| 01        | 01        | MGMT CONSULTNT | 77 BROADVIEW AVENUE<br>NEW ROCHELLE NY 10804                 |

**4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:**

COVERAGE PARTS AND SUPPLEMENTS  
Businessowners Coverage Part

INSURING COMPANY  
ACJ

**5.** The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

**6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

| POLICY | POLICY NUMBER | INSURING COMPANY |
|--------|---------------|------------------|
|--------|---------------|------------------|

DIRECT BILL

**7. PREMIUM SUMMARY:**

|                     |    |        |
|---------------------|----|--------|
| Provisional Premium | \$ | 500.00 |
| Due at Inception    | \$ |        |
| Due at Each         | \$ |        |

NAME AND ADDRESS OF AGENT OR BROKER

COMMUNITY INS ASSOCS INC 71698  
139 HARRISTOWN RD STE 202  
GLEN ROCK NJ 07452

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_



One Tower Square, Hartford, Connecticut 06183

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

OFFICE PAC

POLICY NO.: I-680-5914R77A-ACJ-12

ISSUE DATE: 07-04-12

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 08-05-12 to 08-05-13 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

**COMMERCIAL GENERAL LIABILITY COVERAGE**

| OCCURRENCE FORM  | LIMITS OF INSURANCE |
|--|---------------------|
| General Aggregate (except Products-Completed Operations Limit) | \$ 2,000,000        |
| Products-Completed Operations Aggregate Limit                  | \$ 2,000,000        |
| Personal and Advertising Injury Limit                          | \$ 1,000,000        |
| Each Occurrence Limit  | \$ 1,000,000        |
| Damage to Premises Rented to You                               | \$ 300,000          |
| Medical Payments Limit (any one person)                        | \$ 5,000            |

**BUSINESSOWNERS PROPERTY COVERAGE**

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.  
 Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**



# American Recovery and Reinvestment Act

**NHRECOVERY**  
Department of Education

Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

Paul K. Leather  
Deputy Commissioner  
Tel. 603-271-3801

October 4, 2012

His Excellency Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

FOR INFORMATION ONLY

G & C Letter # \_\_\_\_\_  
G & C Date 10-17-12  
APPROVED: [Signature]  
Page # \_\_\_\_\_  
Item # 70A

## REQUESTED ACTION

1. Authorize the Department of Education to enter into a contract with Two Revolutions LLC, New Rochelle, NY (vendor code 228729), to take the lead in the development, implementation and improvement of Regional Technical Assistance Networks. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$139,625.00. Source of funds 100% Federal Funds.

Funding for this request is available as follows:

### Account Numbers

|   |                    |
|---|--------------------|
| 06-56-56-563010-32610000-072 (object code 509073) | FY13: \$ 55,625.00 |
| 06-56-56-569910-08100000-072 (object code 502625) | FY13: \$ 74,000.00 |
| 06-56-56-563010-61140000-102 (object code 500731) | FY13: \$ 10,000.00 |

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein and pending legislative approval of the next biennium budget.

## EXPLANATION

A Request for Proposals was posted on both the Department's website and in the Manchester Union Leader with a deadline for receipt of September 22, 2012. The Department was seeking an individual or organization to take the lead in the development, implementation and improvement of a comprehensive network system statewide. The network would:

His Excellency Governor John H. Lynch  
and the Honorable Council  
October 4, 2012

1. support schools and districts in improvement activities to improve and enhance student learning;
2. support regional liaisons in their work within their regions to better coordinate staff development and engagement in district capacity building; and
3. provide for professional development and e-learning activities to enhance teaching knowledge and skills.

The Department would like to contract with Two Revolutions to serve as the lead design partner to design and prototype the New Hampshire School Improvement Network. This will require a reorganized system of supports and internal structures, working closely with statewide partners in supporting schools and districts. Two Revolutions will work with the Department to create this new system to include clarification of methodologies around Technical Assistance, Knowledge and Innovation Networks. Two Revolutions will provide an e-learning platform and ongoing supports for each network.

Two proposals were received. They were reviewed and rated by an evaluation team consisting of the Administrator, Bureau of Integrated Programs, the Title II-A Program Manager, Bureau of Integrated Programs, and a Program Specialist from the Bureau of Accountability. The team recommended this organization.

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

VMB:dc:emr

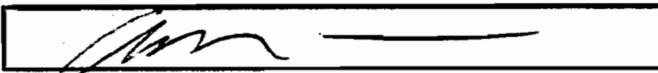
Subject: Regional Technical Assistance Networks - Two Revolutions LLC **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |   |
|--|--|---|---|
| 1.1 State Agency Name<br><u>NH State Department of Education</u>   |  | 1.2 State Agency Address<br><u>101 Pleasant Street, Concord, NH 03301</u>                                   |   |
| 1.3 Contractor Name<br><u>Two Revolutions LLC</u>  |  | 1.4 Contractor Address<br><u>77 Broadview Ave., New Rochelle, NY 10804</u>                                  |   |
| 1.5 Contractor Phone Number<br><u>917-640-7608</u>   | 1.6 Account Number<br><u>see Exhibit B</u> | 1.7 Completion Date<br><u>June 30, 2013</u>   | 1.8 Price Limitation<br><u>\$139,625.00</u> |
| 1.9 Contracting Officer for State Agency<br><u>Paul Leather, Deputy Commissioner of Education</u>  |  | 1.10 State Agency Telephone Number<br><u>603-271-3801</u>   |   |
| 1.11 Contractor Signature<br>   |  | 1.12 Name and Title of Contractor Signatory<br><u>Adam Rubin, Partner</u>                                   |   |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u><br>On <u>10/4/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |   |   |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br><u>Patricia T. Butler</u><br>[Seal]   |  | PATRICIA T. BUTLER<br>NOTARY PUBLIC - NEW HAMPSHIRE<br>My Commission Expires February 13, 2013              |   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>Patricia T. Butler, Notary Public</u>  |  |   |   |
| 1.14 State Agency Signature<br><u>Virginia M. Barry</u>  |  | 1.15 Name and Title of State Agency Signatory<br><u>Virginia M. Barry, Ph.D., Commissioner of Education</u> |   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |  |   |   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <u>[Signature]</u> On: <u>10/5/12</u>   |  |   |   |
| 1.18 Approval by the Governor and Executive Council<br>By: _____ On: _____   |  |   |   |