

STATE OF NEW HAMPSHIRE

DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT

DIVISION OF ECONOMIC DEVELOPMENT

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

> 603-271-2341 FAX: 603-271-6784

www.nheconomy.com

December 21, 2012

Her Excellency Governor Margaret Wood Hassan and the Honorable Executive Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development (DRED), Division of Economic Development to enter into a contract agreement with Firebrand International, LLC (VC #226655), in the amount of \$28,000 to develop and manage the state's aerospace and defense sector consortium, in compliance with the State Trade Export Promotion (STEP) grant awarded by the US Small Business Administration upon Governor and Executive Council approval through August 30, 2013. 100% Federal Funds

Funding is budgeted in account titled, State Trade and Export Promotion (STEP) Grant, as follows and pending budget approval for FY 2014:

> FY2013 FY2014

03-35-35-350510-33360000-102-500731 Contracts for Program Services \$21,000 \$ 7,000

EXPLANATION

In accordance with the State of New Hampshire Code of Administrative Rules, Adm. 311.07, a Request for Proposal (RFP) was listed on the State of New Hampshire's statewide website. The Interim Director of the Division of Economic Development designated a 3-person committee for vendor selection.

From the two proposals received, both were reviewed and scored. Firebrand International, LLC was selected because of their experience in providing relevant work product in this field, including overall strategy and methodology, costs of services and past performance, experience and qualifications. Attached for your review is the RFP, and a summary of the bids received with the evaluation scores for each proposal.

The purpose of this consultancy will be to coordinate with the Division of Economic Development's Office of International Commerce by providing counsel for, and development of a sustainable consortium for New Hampshire's aerospace and defense sector. The objective is to increase the value of export sales and the number of new to export companies in the aerospace and defense cluster as well as to increase the number of contractual arrangements entered into by New Hampshire companies resulting in future export sales.



TDD ACCESS: RELAY NH 1-800-735-2964 DIVISION OF ECONOMIC DEVELOPMENT 603-271-2341

The attached scope of services details the activities that will be undertaken during the term of the contract.

The Attorney General's Office has approved this contract agreement as to form, substance and execution.

Respectfully submitted,

Concurred,

Christopher S. Way

Interim Director

Acting Commissioner



STATE OF NEW HAMPSHIRE

DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT DIVISION of ECONOMIC DEVELOPMENT

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

TEL: 603-271-2341 FAX: 603-271-6784

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E-MAIL: info@nheconomy.com

GEORGE M. BALD Commissioner CHRISTOPHER WAY Interim Director

New Hampshire Divisions of Economic Development Aerospace and Defense Consortium Manager Consultant Services Request For Proposals

Issue Date:

October 23, 2012

Title:

Aerospace and Defense Consortium Manager Consultant Services

Issuing Agency:

State of New Hampshire

Department of Resources and Economic Development

Division of Economic Development Office of International Commerce172 Pembroke Road, PO Box 1856

Concord, NH 03302-1856

Period of Contract:

Eight months from date of approval from Governor and Executive Council

Project Cost:

Should not exceed \$28,345; proposals will not be scored solely on price point.

Funding Source:

U.S. Small Business Administration State Trade and Export Promotion (STEP) grant

Proposal Deadline:

3:00 p.m.

November 16, 2012

*Proposal must be received at DRED not later than 3:00 p.m.

Overview: New Hampshire Division of Economic Development is seeking a vendor with proven skills necessary to consult and manage the aerospace and defense consortium program within the Office of International Commerce, and its State Trade and Export Promotion (STEP) grant. The program consists of several activities, both short-term and long-term to develop a NH consortium for the sector. Additional work will require the vendor to collaborate with other contracted parties and partner to develop short term and long term strategies aimed at building, strengthening and sustaining the sector, as well as assist in developing the sector consortium.

ALL PROPOSALS MUST BE LABELED: "PROPOSAL – Aerospace and Defense Consortium Manager Consultancy"

All inquiries for information should be directed to:

Tina Kasim, Program Manager, Office of International Commerce

Email: tina.kasim@dred.state.nh.us

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at DRED office, 172 Pembroke Road, Concord.

REQUEST FOR PROPOSALS

Aerospace and Defense Consortium Manager Consultant Services

1. PURPOSE

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of eight months upon the agreement of both parties and the Governor and Executive Council. The qualified consultant will coordinate with the Division of Economic Development's Office of International Commerce and will provide counsel for, and production of, sustainable program for New Hampshire's aerospace and defense sector.

2. BACKGROUND

- 2.1 The NH Department of Resources and Economic Development has received a State Trade and Export Promotion (STEP) grant from the U.S. Small Business Administration (SBA). The ultimate objectives of this grant are to:
 - Increase the value of export sales by aerospace and defense companies
 - Increase the number of new to export companies in the aerospace and defense cluster
 - Increase the number of contractual arrangements entered into by New Hampshire companies that will result in future export sales growth in the following areas:
 - o Agent and distributor agreements
 - Joint ventures
 - o Strategic alliances
 - o Formation of overseas subsidiaries

New Hampshire has a healthy and growing export climate. The challenge in growing the aerospace and defense cluster is that many of the participants are small, not easily identifiable, businesses. This mirrors New Hampshire's overall economy, where 88% of all business are small-medium enterprises, employing fewer than 500 people.

One purpose of this consultancy is to develop and manage the consortium based on sector information recently gathered in a market study. The development of the consortium will center on its structure, members, and promotion efforts to implement key activities identified through the SBA STEP grant. Additional purposes of this consultancy is to coordinate and manage the implementation of the short term and long term strategies, identified in a recent exercise, aimed at building, strengthening and sustaining the sector.

2.2 More specific Division information is included in Attachment D.

2.3 Definitions:

- a. "Contractor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Resources and Economic Development (DRED) negotiates a contract. The terms in this RFP referring to "Contractor", represent contract terms that will be a part of the final Contract.
- b. "Offeror" refers to any individual, corporation, partnership or agency that responds in writing to this RFP. "State" refers to the State of New Hampshire; "DED" refers to the Division of Economic Development; and "OIC" refers to the Office of International Commerce.
- c. The "Contract" is the resulting contract entered into between DRED and the successful Offeror.

3. SCOPE OF WORK

The NH Department of Resources and Economic Development has received a State Trade and Export Promotion Grant from the U.S. Small Business Administration. The ultimate objectives of this grant are to:

- Increase the value of export sales by aerospace and defense companies
- Increase the number of new to export companies in the aerospace and defense cluster
- Increase the number of contractual arrangements entered into by New Hampshire companies that will result in future export sales growth in the following areas:
 - Agent and distributor agreements
 - o Joint ventures
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 - Formation of overseas subsidiaries

New Hampshire has a healthy and growing export climate. The challenge in growing the aerospace and defense cluster is that many of the participants are small, not easily identifiable, businesses. This mirrors New Hampshire's overall economy, where 88% of all business are small-medium enterprises, employing fewer than 500 people.

The purpose of the Consortium Manager is to develop, coordinate, and evaluate a statewide Export Aerospace and Defense Consortium, in accordance with state and federal programs, within the Office of International Commerce, Division of Economic Development.

The Consortium Manager Consultant responsibilities will be to:

- Coordinate and collaborate with the OIC team in the creation of the consortium, i.e. structure, members, leadership.
- Collaborate in the development of the short term and long term strategies for the sustainability of the consortium.
- Coordinate and assist in the implementation of short-term plans, long-term goals and objectives for the sector consortium.
- Assist in the follow up to the Farnborough International Air show, Aero Montreal Global Supply Chain Summit and Paris Air Show NH participation.
- Contribute and assist in program development of sector's ongoing mission to connect with Montreal Aerospace Cluster in Montreal, Canada
- Contribute and assist in program development of a mentoring program for NH's cluster.
- Coordinate and work with the Program Manager and Communications Director to develop marketing and branding of the NH cluster and marketing for recruitment efforts.
- Coordinate linkages with regional and international aerospace and defense clusters as resources.
- Plan for regular meetings and updates (newsletter/email quarterly?) for consortium members
- Continue to research best industry prospects and trade events for consortium companies

Project deliverables:

- 1. Initial briefing meeting with International Program Manager outlining action plan for the project.
- Weekly updates provided to International Program Manager detailing contacts made and progress towards project completion
- Updated company profiles provided to Economic Development-OIC for input into CRM system; cross referencing with list of clients collected by market research company.
- 4. Recruit companies for consortium participation.
- 5. Develop short and long term strategies for consortium
- 6. Provide recommendations for consortium structure, mission, vision, bylaws etc.
- 7. Develop and coordinate marketing of the consortium for recruitment purposes.
- 8. Market the brand of the consortium.
- Develop follow up plan tracking results and impact of the trade mission on New Hampshire companies at set intervals in coordination with U.S. Commercial Services

- 10. A final report detailing, combining, analyzing the findings of the project and recommendations including:
 - a. Holistic approach and compatibility with market research vendor findings
 - Listing and contact details and opportunities of partnerships with regional, national and international clusters
 - c. Narrative of recommended short and long term strategies
 - d. Consortium structure and organization
 - e. Consortium brand
 - f. Recommendations for sustainability of the Consortium
 - q. Final recommendations

4. GENERAL REQUIREMENTS

4.1 Copies and Distribution of Proposal

In order to be considered for selection, Offeror must submit a complete written response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to DED-OIC. No other distribution of the written proposal shall be made by the Offeror.

Proposals should be submitted to: Tina Kasim, Program Manager, Office of International Commerce – International Trade and Resource Center at tina.kasim@dred.state.nh.us. Proposals should affirmatively state the ability to meet all deliverables within eight (8) months of the award date. Proposals shall not exceed ten (10) pages in length. Three references should be provided. Please indicate past performance to the State of New Hampshire on any awards in the past five years.

4.2 Organization and Experience

- a. Demonstrate the Offeror's financial capability to provide the work described in *Section 3: Scope of Work*. Audited financial statements, or satisfactory alternate proof of financial stability will be required prior to award of contract.
- b. Qualifications of individuals who will be involved in the project, and the percentage of time each will spend on this project, including subcontractors. Provide resumes/portfolios for each individual who will perform the following major duties and functions under the proposed contract: Project Lead; Field Researcher(s), Strategist(s)
- c. Complete "Contractor Data Sheet" (Attachment A)
- d. Has the Offeror provided contractual services to the State before? If yes, please explain relationship.
- 4.3 <u>Financial Standing</u>: An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal.

5. SPECIFIC REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the Selection Committee may properly evaluate Offerors capabilities to provide the required services. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal:

5.1 Experience, Qualifications, and Strategic Exercise:

- a. Complete "Contractor Data Sheet" (Attachment A).
- b. A written <u>one</u>-page introductory statement including:

- -Experience in providing services as described in Section 3.
- -The expertise of participating personnel including, but not limited to, those identified in Attachment A.

5.2 Proposal Submissions

- a. All information requested must be submitted. Failure to submit this information at time of bid will render your proposal non-compliant and will result in a disqualification.
- b. Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 3: Scope of Work.*
- c. Proposals should be as thorough and detailed as possible so that the DED-OIC may properly evaluate Offeror capabilities to provide the required services.
- d. Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on <u>completeness and clarity</u> of content. The State is not responsible for the cost of proposals.
- e. The original copy must remain at DED-OIC, available for public inspection/disclosure, subsequent to awarding of the contract. Information considered confidential or proprietary may be marked as such by the submitting party. However, such determinations are not conclusive on DED-OIC and DED-OIC shall be subject to the provisions and requirements of RSA chapter 91-A (the New Hampshire right-to-know law) when determining what documents are subject to public inspection/disclosure pursuant to a right-to-know request.
- 5.3 A written description of research capabilities and collection of information.
- 5.4 A written example of short and long term strategies for sector coordination
- 5.5 A written example of a sustainability plan for a sector cluster/consortium

6. EVALUATION AND AWARD CRITERIA

- 6.1 <u>General Information</u>: All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of DRED.
- 6.2 <u>Criteria</u>: All written proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses:
 - a. Experience and Qualifications of key staff and subcontractors (20%)
 - b. Development and marketing strategy, methodology (40%)
 - c. Past performance (20%)
 - d. Cost (20%)
 - e. Grand Total (100%)

Award shall be made to the Offeror who has submitted the best overall response, as judged by the Selection Committee, and recommended to the Commissioner of DRED. A proposed Contractor must receive final approval from the Governor and Executive Council. Written Proposals shall be evaluated using the criteria contained in the Proposal Score Sheet (Attachment B).

6.3 <u>Award of Contracts</u>: Offeror(s) deemed to be best suited among those submitting_written proposals will be identified on the basis of evaluation factors stated in the Request For Proposal. Offeror(s) may be asked to make oral presentations.

The Selection Committee will make a recommendation for selection of a Contractor to the Commissioner of DRED. The selected Contractor will be notified in writing. DRED and the selected Contractor shall negotiate a contract containing the terms in the RFP. If DRED is unable to negotiate a satisfactory contract with the first selected Contractor, DRED may undertake negotiations with the next recommended Offeror.

The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks when completed.

6.4 Proposed Timetable:

Request for Proposals Issued All clarifying questions received Responses to questions sent to all Written Proposal Deadline Vendor Notification Contract Process Governor & Council Approval Process Contract Effective Monday, October 22, 2012 Friday, October 26, 2012 Wednesday, October 31, 2012 Friday, November 16, 2012 Monday, November 26, 2012 November 26-December 4, 2012 Wednesday, December 19, 2012 Upon G&C approval

- 7.0 <u>CONDITIONS</u> Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.
- 7.1 Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.
- 7.2 <u>Conformance With Statutes</u>: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.
- 7.3 <u>Amending or Canceling</u>: The State reserves the right to amend or cancel this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.
- 7.4 <u>Rejection for Misrepresentation</u>: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 7.5 <u>Contract Format</u>: The successful contractor will be required to sign or provide the following documentation:
 - a. Service Contract Form Form P-37 (Attachment C)
 - b. Certificate of Authority. This document is required of the Contractor to certify by vote of the corporation's board that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
 - c. Certificate of Existence. This document is required for all contracts exceeding thirty (30) days Existence shall be current and are renewable annually by April 1st,7.6 Speaking on behalf of the State of New Hampshire DRED: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by DED-OIC.
- 7.6 Speaking on behalf of the State of New Hampshire DRED: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by DED-OIC.
- 7.7 The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.
- 7.8 If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed a "failure to perform" fee of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If the Contractor foresees an event beyond its reasonable and normal control and

properly notifies DED-OIC of such event — in writing- the Contractor shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

Attachment A Page 1 of 2

CONTRACTOR DATA SHEET

(To be completed by Offeror)

1.	Years in business: Indicate the length of time you have been in business providing this type of service:							
		years	months					
2.	References: Indicate below at least three (3) accounts for whom you have provided consultancy services, of which at least two will be related to consortium management and trade show coordination. Include the date services was furnished, and contacts.							
	Client	City/	State	Date	Contact name	/phone		
3 Δ	re vou a subs	sidiary firm?	yes no	2				
				•				
It y	es, list the loc	ation of your par	rent affiliation:					
Add	ress:							
			_					
C:L	_			Ctata				
City	-			State				
4 1	ict total numb	er of employees						
7. L								
	Full-tin	nePa	art-time/other					

Attachment A Page 2 of 2

Authorized Signature(s)
This form must be completed and signed by an officer of the company

Name of Firm:			
Contact:			
Address:			
City;	State:	Zip:	
Phone:			
Fax:			
Email:			
Date of incorporation:			
If not a corporation, state the typaddress and phone of the principorganized.	pe of business organization, r le place of business, date bus	names and addresses siness began, and sta	of the owners ate in which
Certify the accuracy of this infor	mation.		
Signature:			
Name and title (print or type):			
Date:			

Attachment B

FOR DRED USE ONLY:

Proposal Score Sheet

COMPANY ______

Reviewer:		
Date:		
	Max Points	Score
1. Overall Strategy and approach	40	
Proposal reflects the ability to collaborate with multiple agency partners to implement stated goals and objective, strategies, and projects		
2. Cost of Services	20	
Proposal shall include all pricing information Relative to performing the scope of services Described in the RFP.		
3. Past performance	20	
4. Experience/ Qualifications	20	
Personnel/subcontractor experience; ability to Absorb project into current workflow; ability to Work with OIC/DED and its partners; knowledge of state, regional, international aerospace and defense sector.		
TOTAL (Maximum 100)		

Proposal Evaluation for Aerospace and Defense Consortium Manager

The Division of Economic Development –Office of International Commerce issued a Request for Proposal on October 23, 2012 for a consultant to act as the Consortium Manager for the aerospace and defense sector. This sector is noted as one with high growth potential and opportunities for companies at various parts of the supply chain.

Responses to the RFP were submitted to OIC on Friday, November 16, 2012. Two companies submitted proposals:

- Pragmatic Consulting, Inc of Portsmouth, NH
- Firebrand International LLC of Portsmouth, NH

Selection Committee Members	Companies				
	Pragmatic Consulting	Firebrand International			
Tina Kasim, International Commerce	53	93			
Elizabeth Grey, Economic Development	55	93			
Cynthia Harrington, Economic Development	50	94			
Total Average Score	52	93			

Criteria for scoring:

Overall strategy and methodology	Maximum points: 40
2. Costs of services	Maximum points: 20
3. Past performance	Maximum points: 20
4. Experience and qualifications	Maximum points: 20
5. Oral presentation (if requested)	Maximum points: 20
	Total points: 120

The proposed cost of services by Pragmatic Consulting: \$57,000 The proposed cost of services by Firebrand International: \$28,000

The review panel's recommendation is to award this contract to Firebrand International, LLC based on the scores for the abovementioned criteria.

Subject:

Aerospace and Defense Consortium Manager

FORM NUMBER P-37 (version 1/09)

 $\begin{tabular}{ll} \textbf{AGREEMENT}\\ \textbf{The State of New Hampshire and the Contractor hereby mutually agree as follows:} \end{tabular}$

GENERAL PROVISIONS

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
Department of Resources and Ec	conomic Development	PO Box 1856-Concord NH 03302-1856				
1.3 Contractor Name		1.4 Contractor Address				
Firebrand International, LLC		31 Sudbury Street- Portsmouth	NH 03801			
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
603-836-4207	AU# 33360000-102-500731	August 30, 2013 \$28,000				
1.9 Contracting Officer for State	Agency	1.10 State Agency Telephone Nu	ımber			
Tina Kasim, OIC Program Directo	or	603-271-8444 x146				
1.11 Contractor Signature	- ·	1.12 Name and Title of Contrac	tor Signatory			
Dawn M	ivel	Dawn Wivell, CEO, Firebrand In	ternational, LLC			
	ne is signed in block 1.11, and ac	ly appeared the person identified in knowledged that s/he executed this				
[Seal] Maxing 1.13.2 Name and Title of North	- Courtie	12/04/2012				
	SURIELLO, NOTARY					
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory				
T.	X	Philip A. Bryce, Acting Commissioner				
1.16 Approval by the N.H. Depar	rtment of Administration, Division	ion of Personnel (if applicable)				
By: η/ _η		Director, On:				
1.17 Approval by the Attorney G	eperal (Form, Substance and Exe	ecution)				
By:		On: 1/2/13				
1.18 Approval by the Governor a	nd Executive Council					
Ву:		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, sball 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 lieensed 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 suhcontractor 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 Agrcement, 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, pietorial 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' eompensation or other cmoluments 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 elaimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein eontained 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.

Page 3 of 4

- 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

Contractor Initials AUV.
Date 12/4//

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 berein 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 bereof 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 bereto 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.

Contractor Initials Date /2/1//

STATE OF NEW HAMPSHIRE DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT DIVISION OF ECONOMIC DEVELOPMENT

Conduct Market Research Study on Aerospace and Defense Sector

EXHIBIT A

<u>Scope of Services</u> – This Contract Agreement, by and between Firebrand International, LLC, hereinafter called "Firebrand International" and the State of New Hampshire Department of Resources and Economic Development, hereinafter called "the State," is for Firebrand International to develop, organize, manage and report on the development of the state's aerospace and defense sector consortium, in compliance with the State Trade Export Promotion (STEP) grant.

<u>Time of Performance</u> – The services of Firebrand International shall commence upon Governor and Executive Council approval. All of the services required and performed hereunder shall be completed no later than eight months from G&C approval *August 30*, *2013*, per the STEP grant term.

Personnel

- Firebrand International shall secure at their own expense all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by Firebrand International or the State, or under the State's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

Consortium Development and Management

- Firebrand International shall coordinate and collaborate with the OIC team in the creation of the consortium, i.e. structure, members, leadership.
- Firebrand International shall collaborate in the development of the short term and long term strategies for the sustainability of the consortium.
- Firebrand International shall coordinate and assist in the implementation of short-term plans, long-term goals and objectives for the sector consortium.
- Firebrand International shall assist in the follow up to the Farnborough International Air show, Aero Montreal Global Supply Chain Summit and Paris Air Show NH participation.
- Firebrand International shall contribute and assist in program development of sector's ongoing mission to partner with Montreal Aerospace Cluster in Montreal, Canada
- Firebrand International shall contribute and assist in program development of a mentoring program for NH's cluster.
- Firebrand International shall coordinate and work with the Program Manager and Communications Director to develop marketing and branding of the NH cluster and marketing for recruitment efforts.
- Firebrand International shall coordinate linkages with regional and international aerospace and defense clusters as resources.
- Firebrand International shall plan for regular meetings and updates (newsletter/email) for consortium members.
- Firebrand International shall continue to research best industry prospects and trade events for consortium companies.

- The State shall prepare and submit all required project reporting required by the STEP grant, including but not limited to progress reporting, quarterly reporting, and other reporting included in the agreement between the State and the US Small Business Administration (SBA).
- All of the reports, information, marketing materials, data, etc., prepared or assembled by
 Firebrand International under this Contract Agreement are confidential, except as otherwise
 provided under applicable law, including RSA 91-A, and Firebrand International agrees that they
 shall not be made available to any individual or organization without the prior written approval of
 the State.

EXHIBIT B

Anticipated Expenses -

Description	
Consortium Manager	
Client meetings	
Data collection and assembly	
Short-term and long-term sector strategies	
Marketing and branding development	
Aero Montreal partnership development	
Consortium development and planning	
Consortium recruitment and outreach	
Aerospace focused activities follow up	
International/regional linkages development	
Reporting	
TOTAL NOT TO EXCEED:	\$28,000

• All Firebrand International invoices shall be submitted on a monthly basis and as the deliverables are met. Invoices will be sent to:

Tina Kasim, Program Director DRED Office of International Commerce PO Box 1856 Concord, NH 03302-1856

EXHIBIT C

There are no special or additional provisions to this Contract Agreement.

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 Firebrand International LLC is a New Hampshire limited liability company formed on March 18, 2010. 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; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of May, A.D. 2012

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY/VOTE (Limited Liability Company)

I,	DAWAL WIVELL , hereby certify that:
-	(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory Print Name)
1.	I am the Sole Member/Manager of the Company of FINSBRAID INTERONTOURL LLC (Name of Limited Liability Company)
2.	I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as
	evidence that I have full authority to bind <u>FIREBRAND INTERMANONAL LLC</u> (Name of Limited Liability Company)
	and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such
	authority. (Contract Signatory - Signature)
	12/4/2012 (Pate)
	STATE OF <u>NEW HAMBSHIR</u>
	COUNTY OF MUSBOUREN
	On this the day of
	the undersigned officer, personally appeared
	satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged
	that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand
	and official seal.
	(NOTARY SEAL)
	(Notate Public / Justice of the Peace - Signature)

Commission Expires: NOVEMBER 14, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MINDD/YYYY) 12/20/2012

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

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

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Foy Insurance - Exeter					PHONE FAX (A/G, No): (603) 772~4781 FAX (A/G, No): (603) 772-3246						
64 Portsmouth Ave					E-MAIL ADDRESS: nancy.bird@foyinsurance.com						
PO	PO Box 1030					INSURER(S) AFFORDING COVERAGE NAIC #					
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Gary Rohr, CIC/MCAROL



November 13, 2012

Ms. Tina Kasim, Program Manager
Office of International Commerce/International Trade Resource Center
Department of Resources and Economic Development
Division of Economic Development
172 Pembroke Rd.
Concord, NH 03302

Dear Ms. Kasim:

Firebrand International is pleased to submit the attached proposal in response to the Aerospace and Defense Consortium Manager Consultant Services RFP posted on October 23, 2012.

You know well, that I would relish the opportunity to work on this project and play a role in the development of an Export Consortium in New Hampshire and, in particular, in this industry sector.

Should you have any questions or require further information, please do not hesitate to contact me. Best of luck with your search, and I look forward to the possibility of collaborating further.

Sincerely.

Dawn Wivell

Dawn Murl

CEO

ATTACHMENT: PROPOSAL - AEROSPACE AND DEFENSE CONSORTIUM MANAGER RFP

PROPOSAL



PROPOSAL - AEROSPACE AND DEFENSE CONSORTIUM MANAGER CONSULTANT SERVICES

I. EXPERIENCE AND QUALIFICATIONS

The Firebrand International team offers over 30 years of experience in the private and public sectors with expertise in export and import development, global networking, market intelligence and strategic analysis, marketing, branding, public relations, sales generation, relationship management, and economic development; both foreign and domestic. Firebrand works with domestic and international companies on foreign market development strategies, offening services ranging from export capacity building and strategic business planning to market assessment, market strategies and technical assistance, as well as high level international relationship development and management.

Firebrand International Founder, Dawn Wivell, served as the director of the Office of International Commerce and the International Trade Resource Center for 21 years – from its inception. For the purposes of this proposal, it is noteworthy that Dawn authored the STEP Grant proposal – Round 1, inclusive, in part, of the subject matter RFP. Dawn developed the concept of the Aerospace and Defense Consortium, including the activities, timeline and budget. For this reason, we are uniquely qualified to undertake and, indeed, surpass the requirements of this proposal. In addition, Firebrand International was privileged to have been selected to perform the preceding Aerospace and Defense market study, and would be delighted to have the opportunity to perform the sequel, so to speak, by hitting the ground running.

Dawn Wivell is uniquely positioned within the business community to ensure efficient and effective access to the industry and to the necessary resources to complete this project with optimum results. Dawn is a board member of the NH High Technology Council, the Granite State District Export Council, the NH International Trade Association, a member of the International Trade Advisory Committee, the Advisory Committee to the Graduate School of International Business at Southern New Hampshire University, member of the NH Host Committee for the US Global Leadership Coalition, member of U.S. Senator Jeanne Shaheen's Small Business Advisory Council, and more. She has testified, on two occasions for the U.S. Senate Committee on Small Business and Entrepreneurship, on the subject of exports.

Dawn Wivell has worked extensively with industry specific export consortia, and has a thorough understanding of the various organizational structures and activities. In particular, during a nearly 6 year stint with the Italian Trade Commission, she worked primarily with a variety of multifaceted consortia, to develop their exporting marketing arms, strategies, and activities. In later positions, Dawn worked with export marketing consortia from both private and a public perspectives, and is currently advising state entities in Indonesia on export capacity building through the formation of export consortia.

Firebrand International has an extensive global network and is actively working in the aerospace and defense sector, on a worldwide basis. This provides for an inherent understanding of the current trends, issues, obstacles, and growth patterns.

Dustin Wivell, COO of Firebrand International, has a BS degree in international business and extensive experience in information management.

Dawn Wivell would serve as the Project Lead and Strategist, and Dustin Wivell would serve primarily in the capacity of Field Researcher and will orchestrate data acquisition, structure and output.



In addition to the core team, where necessary, Firebrand International will bring in supplemental staff, specifically who have worked with the OIC/ITRC and in the areas of research and export marketing and trade show organization. Should it become necessary to engage a subcontractor, Firebrand will obtain prior approval from the Program Manager of said vendor.

Firebrand International hereby confirms its ability to meet all deliverables within eight (8) months of the award date.

KEY BIOS

Dawn M. Wivell, CEO Firebrand International LLC

Dawn Wivell founded Firebrand International LLC, a New Hampshire based firm which focuses on developing and implementing international business strategies for U.S. and foreign businesses, economic development agencies and trade associations, worldwide. Firebrand's private sector clients run the gamut from small to large and from local to multi-national, and are worldwide. Current industries include mobile technology, software, social media, communications, aerospace, defense, mining, agriculture, apparel, services, medical and high tech/industrial. In addition, Firebrand International has secured government contracts at both State and Federal levels to provide export training, capacity building and industry-specific strategic development.

Prior to the launch of Firebrand International, Dawn spent 21 years as the International Trade Director for the State of New Hampshire, where she was responsible for developing and implementing all state international trade related programs, strategies and activities. Dawn established the export development department for New Hampshire, creating the NH International Trade Resource Center, which was recognized as a national model. Together with her team, she worked with over 2,000 companies, organized trade missions to 30 countries, hosted hundreds of foreign delegations, and developed award winning marketing campaigns and strategies.

Ms. Wivell's previous positions include managing an oil drilling operation in Italy, working as a senior trade analyst for the Italian Trade Commission, director of an international trading company, and sales administration for the oldest company in the U.S. Originally from California, Dawn has also lived in Texas, Scotland and Italy. She is fluent in Italian, and competent in Spanish and French.

Ms. Wivell is a director of the New Hampshire International Trade Association, the New Hampshire High Technology Council, the District Export Council, and is a member of U.S. Senator Jeanne Shaheen's Small Business Advisory Council, the Washington D.C. based U.S. Global Leadership Coalition, the Advisory Board of the Graduate School of International Management of Southern New Hampshire University, the NH International Trade Advisory Council, Young Rescuers USA, an advisor to the Urban Solutions Institute of Indonesia, an approved vendor of the Invest Northern Ireland Trade Advisory Service, and a member of the NH steering committee for the national Fix the Debt Campaign. Dawn was the recipient of the NHITA Excellence in Trade Award, the national Vision 2000 Award, the SBA's New Hampshire Small Business International Trade Advocate of the Year Award, and has been certified by the National Association of Small Business International Trade Educators (NASBITE), as a Global Business Professional. In addition, Dawn has appeared several times on the list of New Hampshire's Most Powerful Women, and was voted one of New Hampshire's "Top Influencers" in 2012



Dustin Wivell, COO Firebrand International LLC

Dustin Wivell is the COO of Firebrand International LLC., a New Hampshire based firm which focuses on developing and implementing international business strategies for U.S. and foreign businesses, economic development agencies and trade associations, worldwide. As COO, Dustin facilitates Firebrand International's mission and strategy and manages the global network of partners bolstering client success.

Prior to Firebrand International, Dustin's activities include owning and operating Big Island Technical Solutions; an IT consulting firm serving the island of Hawaii, IT and lab procurement staff for the Aquaculture center at the University of Hawaii and a cumulative 15 years in the information technology field.

Dustin Wivell is currently the President of the New Hampshire International Trade Association and has served as a member of the New Hampshire International Trade Advisory Committee.

Dustin received his undergraduate at Southern New Hampshire University in International Business Management with a minor in computer information technology, worked and researched in the biological sciences at the University of Hawaii, and interned at the New Hampshire International Trade Resource Center.

A seventh generation Californian, Dustin has lived in Italy, the Netherlands, Texas, Hawaii and New Hampshire. In addition to Europe, his travels have also taken him to South America and Asia.

Dustin resides in Portsmouth, NH with his wife Asry Soeharman-Wivell and their 3 children, Maeve, Cinta and Ronan.

II. Scope of Work - Methodology and Approach

The following is a descriptive overview of the methodology and approach Firebrand International LLC would employ to accomplish the project deliverables required, per 5.2, 5.3, 5.4., and 5.5:

ESTABLISHING THE NH AEROSPACE & DEFENSE EXPORT CONSORTIUM

The new challenges arising for small firms from globalization call for innovative responses and particularly in the aerospace and defense sector. The sheer focus on this sector from practically every corner of the planet, demonstrates not only the immense opportunities, but how fiercely competitive it really is.

With the opportunities presented by the STEP Grant and the considerable abundance and diversity of products and services New Hampshire presents in the sector, the New Hampshire Aerospace and Defense Export Consortium should prove to be an innovative and effective means for the participating firms to achieve foreign market penetration at reduced cost and risk. Moreover, NH companies in the current environment of potential sequestration or, at the least, reduced military spending in the United States, must look to export markets to sustain and grow their operations.



The goal of the export Consortium is to help NH SMEs enhance their productivity by fostering interenterprise linkages as well as collaborative relations with local support institutions. It assists SMEs to combine their strengths in order to take advantage of market opportunities and to solve common problems through a joint effort. Inter-firm cooperation by SMEs allows individual firms to improve their competitiveness and seize opportunities arising in international markets. Export consortia, which are vivid examples of such inter-firm cooperation, are a natural element of a cluster and network development strategy. Their potential to further the development of inter-firm cooperation, also in areas unrelated to exports such as quality improvements and upgrading of production methods, makes the development of export consortia a practical first step in improving the business environment and economic activity in general.

The following outline provides an overview of the key elements of a systematic approach Firebrand International would recommend employing in the event we are successful in our bid.

TYPE OF EXPORT CONSORTIUM

The NH A&D Export Consortium should begin as a "promotional Consortium", which is an alliance created to explore specific export markets by sharing promotional and logistic costs, as opposed to a "sales Consortium", which is an entity that controls and organizes the sale of member firms' products. The NH Export Consortium will most certainly be a Consortium which groups competitors, as well as products that are compatible, and those offering complementary goods and services.

In addition, a "hard Consortium" as opposed to a "soft Consortium" should be the goal. Hard consortia are those with long-term objectives that are likely to operate permanently with or without expansion of membership. Soft consortia, by contrast, are those that are formed for a specific purpose, such as the availability of the STEP grant, and are dissolved after the task is achieved. The NH Export Consortium should be formally established where the members perceive the benefits of the collective approach and continuously broaden their objectives, commitments, and membership. An organization committed to the fact that inter-firm cooperation can be a powerful instrument with which to face both the opportunities and the difficulties arising in international markets.

SERVICES PROVIDED BY THE NH EXPORT CONSORTIUM

The Consortium is a provider of promotional services that assists members to create links with clients abroad, offers functional expertise on a range of export topics and issues, and coordinates a range of activities. The organizers and the members will have to determine the degree of services to be provided, which can range from basic assistance to an extensive service package. In basic terms, the NH Export Consortium should exist to allow SMEs to benefit from a series of specialized services that lead to a reduction of the high operational cost necessary to penetrate new markets. To ensure that the Consortium offers the services that its members expect, a constant dialogue between the management of the Consortium and the member firms is essential. This demands the active participation of firms in the design and implementation of activities. Services should be critically analyzed in order to determine their impact and their use to members. The most common services provided by export consortia are outlined below:

- Export Consulting
- Establishing links to local, national and international institutions



- Organization of collective training activities and workshops
- Translations and interpretation
- Legal assistance
- Creation of a common information system
- Assistance in handling transport and logistics
- Assistance with compliance and regulatory issues
- Joint Advertising
- Promotion, organization and coordination of collective participation in exhibitions and trade shows;
- Organization and coordination of trade missions abroad
- Participation in buyers' mission;
- Collective hosting of potential clients
- Creation of a Consortium trademark or brand and its support through promotional activities
- Creation of collective communication, promotion, and marketing plans
- Public relations and lobbying activities
- Information on technical developments in the industry sector
- Market research (relating both to the geographic area and to the segment of the market to target) in order to identify where the economic activity of the Consortium can best develop
- Introduction of quality standards
- · Identification of distributors and clients
- Establishment of a common distribution network
- Research on improved processing techniques
- Research and development of new and improved products in order to react to the changing preferences of clients
- Selection of suppliers of raw materials and equipment for members
- Definition of common purchasing methods
- Consolidated shipping
- Assistance in obtaining certification of adherence to certain standards
- Response to a request by joint or complementary offer;
- Collective participation in tenders
- · Negotiation of preferential agreements with service providers

BASIC PRINCIPLES

The design and establishment phase of a Consortium can be considered as the most decisive in the life of a Consortium. During this stage, decisions are made which determine the continued viability and success of the group. As such, everyone involved must be aware of three basic underlying conditions which must be met to ensure success: Clear Objectives, Consensus Building, and Awareness of Time Factors

THE STEPS INVOLVED IN THE CONSORTIUM CREATION

Under the direction of the OIC team, as the Consortium manager consultant, Firebrand International will initiate, guide and organize the establishment of the Consortium and its activities. In basic order of priority, notwithstanding ongoing pervasive tasks, we would specifically suggest the following steps:



■ Identify Potential Members

The general idea is to identify those NH firms in the sector that have unexploited and under-exploited export potential. The database from which to draw has already been compiled, and it would be a good idea to elicit the cooperation of local associations, chambers, etc. to create a buzz, and to continue adding companies as they come online. Because the selection of potential member firms is such a crucial element to the process of Consortium creation, we feel that an internal discussion with the Program Manager should take place as to whether it is prudent and/or appropriate to designate any particular criteria.

■ Conduct a Robust Campaign to Generate and Distinguish Interest

The campaign will generate both awareness and interest in the launch of the export Consortium. To this end, we would support DED/OIC in getting the word out through a multimedia promotional campaign: utilizing email blasts with the existing database, utilizing other organizations – both public and private, such as the NH High Tech Council, the BIA, the New England Chapter of the National Defense Industrial Association, the New England Council's defense group, chambers, economic development agencies, law firms, etc. In addition, we can orchestrate or support and assist in the orchestration of articles in key publications and media vehicles, such as BNH Magazine, NH Business Review, NHPR, NH's Business on WMUR.....as examples. The campaign will also necessarily consist of interviews and meetings with sector firms, on the part of the Consortium manager. The concept of the Consortium, resources available, potential membership conditions, etc. will all be explained at this stage. In addition to ascertaining interest, a significant amount of very useful feedback and information should emerge from these interviews and meetings.

■ Make Direct Contact with Interested Firms – Recruitment

■ Establish Commitment and Designated Company Representatives

Meetings will be conducted with all firms who have indicated their interest in being involved in the Consortium. In addition to the ultimate goal of recruitment, we will be able to identify common problems, concerns and expectations, providing the beginnings of a Consortium framework.

The recruitment process should include a commitment, by the member company, to the involvement and interaction necessary to making the Consortium as successful as possible, and the designation of the company representative responsible for the company's membership.

Organize, Facilitate, and Staff Meetings with and between Interested Firms and Stakeholders

Establish a schedule of meetings to take place at regular intervals. Each meeting must have a strict objective to ensure attendance, momentum, and concrete action, as well as the development of cohesion within the group. The meetings should take place both at DRED and at the location of a member firm or possibly a support partner, such as the university.

Assist Firms to Identify Common Goals, Objectives, Strategies, and Activities

During this phase, the Consortium manager will work with the group to ascertain their assets, interests, problem areas, goals and objectives. From this interaction will emerge common goals and objectives, which will lay the groundwork for strategies, actions and activities. As Consortium manager, Firebrand is inherently equipped to provide direction and recommendations. During this stage, possible leaders should emerge who will drive the formation process and act as catalysts for the Consortium's future activities



Assist in Developing Consortium Structure, including Leadership, Member Criteria and Bylaws

In addition to years of experience in dealing with export consortia, Firebrand International possesses a suggested framework for an export Consortium, including suggested bylaws, business plan structure, and organizational leadership structure which will fast track the structural development.

Assist in Crafting a Consortium Operational/Business Plan; both Short and Long Term Strategies and Activities

The Consortium's "business plan" should define the organizational structure of the Consortium as well as details concerning implementation of the objectives. It will determine the formal structure of the Consortium, the procedures, rules and responsibilities, which assist the participants to focus their activities. It should be based on the member firms' needs and priorities, specifying the activities that members wish to undertake jointly and providing an overview of the expenses involved. Clearly, the resources available will determine the activities planned and the amount of markets to target. As previously mentioned, Firebrand can provide a template and recommendations to facilitate this process. We will work with the member firms and with OIC to develop pragmatic short term strategies and activities which correspond with the needs, goals and objectives of current members and those of OIC with a particular view to the STEP Grant deliverables, and DED/OIC's future goals relative to the sector. Long term strategies will be developed as goals and objectives are achieved, and modified, as the global market develops and in keeping with the additional goal of growing the Consortium, adding new members, acquiring resources, and long term sustainability.

■ Develop Additional Support Partners, Links and Mentoring Program

We will work to develop solid links with additional resource partners, each of which will provide a specific value proposition, which is necessary to the continuity and effective functionality of said partnerships.

A mentoring program will be established based on the stages of the cluster and/or the members. We believe this is best accomplished with key aerospace and defense multinationals, such as BAE and Elbit Systems, to drive competitive advantage and encourage vendor relations.

■ Coordinate Brand Development and Marketing with DED/OIC

Firebrand will coordinate with DED's Communications Director and OIC's Program Manager, the effort to brand the sector and/or the Consortium as a representative of the sector, and market that brand, as possible and as dictated by the resources available. We would venture to say that the branding and the marketing will be geared to 2 different audiences; within NH to recruit additional member companies on a continual basis, and globally to market NH, the sector and the companies.

A website should be developed which serves as an informational and marketing vehicle – brand, and should include a members section as a communication vehicle, and interactive vehicle, and benefit to the Consortium membership.

Assist in the Follow-up to the Farnborough Air Show and Aero Montreal Global Supply Chain Summit, including Interval Tracking of Impact

Firebrand will assist, as required by OIC, to follow up with the participants in both events to ascertain impact in terms of actual sales, potential sales, contracts, relationships, market benefit, and so forth.



■ Contribute to the Development and Coordination of the Relationship with the Montreal Aerospace Cluster

Firebrand will contribute to and facilitate, as required by OIC, the development of this very important relationship with an eye to developing a solid foundation based on mutual opportunity and specific activities or actions.

■ Assist with NH Paris Air Show Participation

Firebrand will assist, as required by OIC, with the participation of NH in the Paris Air Show. This should be defined as, most likely the first, direct to market activity of the Consortium and would need to be an immediate action item, since the Show takes place in June 2013.

■ Coordinate Linkages with Regional and International A&D Clusters

Firebrand already began the process of identifying and communicating with some of the potential links on both regional and international levels during the previous contract. As such, much ground has already been covered. Many linkages will be dictated by the strategies, goals and objectives of the Consortium and OIC.

Provide Ongoing Outreach and Updates

Firebrand will provide information and updates through various informational means, such as e-newsletters at regular intervals and e-alerts as needed. Firebrand will also work with DED/OIC to support ongoing outreach and updates at large

■ Ensure that the Development of Activities Mirrors STEP Grant Deliverables

As required by STEP rounds 1 and 2 and, if required, to boost round 3

■ Ensure that members have full and quick access to International Business expertise through OIC/ITRC, US Commercial Service, Firebrand's internal proficiency, and others as required

The Consortium members will undoubtedly have need of a wide range of export expertise. This expertise will be required based on the level of experience the members have, as well as the activities and markets that will make up the short term and long term strategies, goals and objectives. Firebrand is well positioned to provide this expertise directly, as needed, and, along with OIC and members of the ITRC, to bring in a wide range of experts in specific areas. We will look to the Program Manager to determine how she would prefer this to be handled.

Continual Update and Supplementation of Existing Company Database

Firebrand will be responsible for updating and adding to OIC's existing aerospace and defense company database in the required format

■ Ongoing Research of Best Market Prospects and Trade Events

This is an integral component of the strategic development, short and long term goals of the Consortium. Firebrand is already involved in this sector on a local and on a global basis and will identify where the best prospects and complementary events are which align with the capabilities, and goals of the members and of the OIC.

Ongoing Recommendations

As Consortium manager, given day-to-day interaction with the industry, Firebrand will provide insight and recommendations based on assets, developments, opportunities, strengths and weaknesses with the goal of strengthening the industry, the Consortium and providing support to OIC's short term, long term goals, responsibilities and deliverables. This will also be included in the final report.



■ Sustainability of the Consortium

Goals and indicators for sustainability have been mentioned throughout this proposal, however as a final notation, Firebrand will work within the framework and context of the Consortium to develop strategies to continue to grow and diversify its membership, which will, in turn open doors to increased opportunities. There are many directions in which the Consortium could expand which would attract more members and additional supporters.

The Consortium should look at transitioning into a cluster which can sustain additional activities and attract additional sources of funding and other forms of support for the industry sector.

To be sustainable, the Consortium must have a legal structure and it must be managed and staffed professionally.

III. Budget and Finances

Firebrand International will bill at \$3,500.00/month for the duration of the project for a total budget of \$28,000.00

Authorized Signature(s)
This form must be completed and signed by an officer of the company

Name of Firm: FIREBRAND INTERNADOUAL LAC
Contact: DAWN WILLELL
Address: PD BN 524, 318UDBURYST.
City: PURTSMOUTH State: N/H Zip: 0380/
Phone: 603-836-4207
Fax: 003-836-4082
Email: dwivella frebrandinterpational. com
Date of incorporation: $3/8/20/0$
If not a corporation, state the type of business organization, names and addresses of the owners, address and phone of the principle place of business, date business began, and state in which organized.
I certify the accuracy of this information.
Signature: Auen Wwell
Name and title (print or type): DAWN WINELL, CEO
Date:

properly notifies DED-OIC of such event – in writing- the Contractor shall be allowed to exceed a production, revision or delivery date with no "failure to perform" fee assessed.

Attachment A

Page 1 of 2

CONTRACTOR DATA SHEET

(To be completed by Offeror)

	1.	service:		e the length	•	ı have been	n in busi	ness providing thi	is type of	
	2.	consultancy ser	References: Indicate below at least three (3) accounts for whom you have provided consultancy services, of which at least two will be related to consortium management and trade show coordination. Include the date services was furnished, and contacts.							
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