



81

September 20, 2019

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

**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Division of Economic Development, Office of International Commerce to enter into a contract with the Manufacturing Extension Partnership of New Hampshire, Inc. (VC#174339), Concord, NH in the amount of \$150,000 to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets in compliance with a grant awarded by the US Department of Defense through the Office of Economic Adjustment upon Governor and Executive Council approval though October 31, 2020. **100% Federal Funds**

Funding is available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

OEA GRANT 03-22-22-220510-14550000			
Class	Description	Account	FY2020
102	Contracts for Program Services	500731	\$150,000

**EXPLANATION**

The purpose of this contract, through coordination with the Office of International Commerce, is to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets to aid in the growth and commercialization of technology. The purpose of this service is to provide a systematic and comprehensive approach to technology-focused market intelligence with the goal of providing customized actionable market intelligence to no less than 6 defense-impacted New Hampshire businesses. Successfully completed, these companies will be equipped to uncover new commercial opportunities for technology-based assets (e.g., idea, product, process, capability).

On June 10, 2019 a Request for Proposals for "Technology Focused Market Intelligence Services" was advertised on the Department of Administrative Services' website (Attachment A). One company submitted a proposal by the closing date of June 18, 2019. The Manufacturing Extension Partnership of New Hampshire, Inc. was subsequently recommended based on the scoring provided by a review panel. A summary of the scoring and list of panel members is attached for your review (Attachments B & C).

In the event that Federal Funds are no longer available, General Funds will not be requested to continue the support of this program.

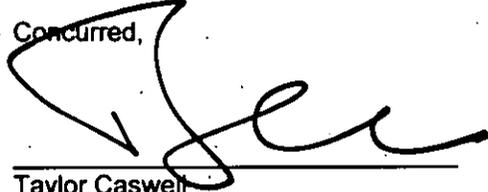
In the event that Federal Funds are no longer available, General Funds will not be requested to continue the support of this program.

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

Respectfully submitted,

  
Wildolfo Arvelo  
Director

Concurred,

  
Taylor Caswell  
Commissioner



## ATTACHMENT B

### Proposal Evaluation for Technology Focused Market Intelligence Services

The Division of Economic Development, Office of International Commerce, issued a Request for Proposal (RFP) on December 12, 2018, and then reposted on June 10, 2019; for a vendor to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets to aid in the growth and commercialization of technology within the aerospace and defense sectors. The aerospace and defense sectors are noted to have high-growth potential and opportunities for companies at various parts of the supply-chain.

The deadline for submitting responses to the RFP was June 18, 2019. The company listed below submitted a proposal by the deadline and was reviewed based on the scoring criteria below.

- New Hampshire Manufacturing Extension Partnership

Below is an overview of scoring for each submitted proposal with a breakdown of scoring attached for your review.

Selection Committee Members	Company
	New Hampshire Manufacturing Extension Partnership
Nathaniel Nelson, Office of International Commerce	98
Tina Kasim, Office of International Commerce	95
Joe Zaccari, Corfin Industries	100
<b>Total Average Score</b>	<b>97.3</b>

#### Criteria for scoring:

- |   |                    |
|---|--------------------|
| 1. Experience and Qualifications              | Maximum points: 30 |
| 2. Overall strategy and approach, methodology | Maximum points: 30 |
| 3. Creativity/Innovation                      | Maximum points: 20 |
| 4. Budget Approach/Cost Effectiveness         | Maximum points: 20 |

The review panel's recommendation is to award this contract to New Hampshire Manufacturing Extension Partnership based on the scores for the abovementioned criteria.

Proposal Score Sheet

FOR BEA USE ONLY:

COMPANY	
REVIEWER	
DATE	
TOTAL SCORE (Maximum 100)	

Criteria	Max Points	Score	Notes
<p><b>Experience and Qualifications of key staff and subcontractors.</b>                      Personnel/subcontractor experience; ability to absorb project into current workflow; ability to work with OIC/DED and its partners; knowledge of state, regional, domestic and international aerospace and defense sectors; knowledge of technology focused market intelligence methodology and assessment best practices; experience working with OEA grantees and projects.</p>	30		
<p><b>Overall strategy and approach, methodology</b>                      Proposal reflects the ability to collaborate with multiple agency and OEA partners and NH businesses to implement stated goals and objectives, strategies, and projects.</p>	30		

<b>Creativity/Innovation</b>	20
<b>Budget Approach/Cost Effectiveness</b> Proposal shall include all pricing information relative to performing the scope of services described in the RFP.	20
<b>Creative Presentation (if applicable)</b> Ability to effectively communicate strategic approach to project and to provide thorough and impacting answers to questions (if applicable)	20

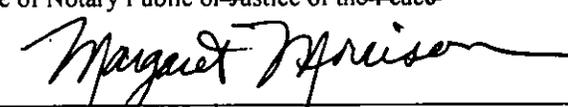
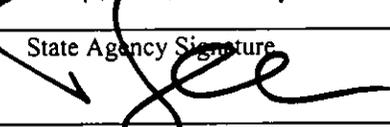
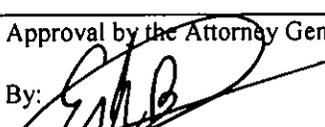
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301	
1.3 Contractor Name Manufacturing Extension Partnership of New Hampshire, Inc.		1.4 Contractor Address 172 Pembroke Road, Concord, NH 03301	
1.5 Contractor Phone Number 603-226-3200	1.6 Account Number 14550000-102-500731	1.7 Completion Date October 31, 2020	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Tina Kasim, OIC Program Director		1.10 State Agency Telephone Number 603-271-8444	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Zenagui Brahim, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>September 20, 2019</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 <del>Justice of the Peace</del> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;">                     MARGARET MORRISON, Notary Public                      State of New Hampshire                      My Commission Expires April 20, 2021                 </div> </div>			
1.13.2 Name and Title of Notary or <del>Justice of the Peace</del> <u>MARGARET MORRISON, PROGRAM ASSISTANT</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>TAYLOR CAHWELL, COMMISSIONER</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/2/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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9/12/19

**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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

**Department of Resources and Economic Development  
Division of Economic Development  
Office of International Commerce**

**Technology Focused Market Intelligence Services**

**Exhibit A**

**Scope of Work**

This Contract Agreement, by and between the State of New Hampshire Department of Resources and Economic Development, hereinafter called the "State", and the Manufacturing Extension Partnership of New Hampshire, Inc., hereafter referred to as "NH MEP", is for NH MEP to coordinate, manage, and implement the technology focused market intelligence service for no less than 6 defense-impacted New Hampshire businesses.

**Personnel**

- NH MEP shall secure all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by NH MEP 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.

**Scope of Work**

- Utilize a quantitative and qualitative approach to identify and select no less than six defense-dependent New Hampshire businesses to participate in project
  - Every effort will be made to provide assistance to those firms most significantly impacted by and dependent on the DoD. These efforts will employ selection criteria (e.g., reinvestment potential, defense-related revenue, etc.) as well as the best available information regarding firms that are defense impacted and dependent. Efforts will be made to prioritize defense-related impacts/dependence over all other subjective criteria. For purposes of this proposal, a qualified defense-dependent and impacted firm is defined as a business who is deriving a minimum of 20% of its business revenue from DoD contracts or as a subcontractor. Priority consideration will be given to the most defense-impacted.
- Coordinate with selected businesses through all stages of project
- Quantitatively and qualitatively assess the current state of participating businesses (its people, products, and processes)
- Quantitatively and qualitatively assess participating businesses' technologies and potential for commercialization/diversification
- Identify, profile, and characterize markets, trends, value chains, competition, and companies of most interest to participating companies
- Assist in establishing commercialization/diversification and market entry strategies
- Communicate with companies involved on a regular and scheduled basis
- Collaborate with industry subject matter experts, as required

The contractor deliverables are:

- Initial briefing meeting with OIC Project Manager outlining action plan for the project.
- At least monthly reports/updates provided to OIC Project Manager to note project status.
- Updates to company profiles provided to OIC for input into CRM system.
- Development of customized actionable market intelligence for participating companies.
- Final report detailing project outcomes for project participants, as well as a list of companies identified as being potential applicants and rationale for non-selection.

#### **Exhibit B**

##### **Contract Price**

Total contract shall not exceed:           \$150,000.00

##### **Term**

The terms of the contract shall commence upon Governor and Executive Council approval and be completed no later than October 31, 2020.

##### **Method of Payment**

- NH MEP shall submit invoices to the State on a monthly basis, based on actual expenses. Invoices shall show current and cumulative expenses incurred to date, as well as respective copies of payments to outside vendors. The State shall pay NH MEP within 30 days of receipt and approval of invoice.
- NH MEP shall submit its final invoice no later than 60 days after the end of the Office of Economic Adjustment grant term.
- All NH MEP invoices shall be submitted to:  
Tina Kasim, OIC Program Manager  
NH Department of Business and Economic Affairs  
1 Eagle Square, Suite 100  
Concord NH 03301

#### **Exhibit C**

There are no special or additional provisions to this contract.



New Hampshire Department of  
**BUSINESS AND  
ECONOMIC AFFAIRS**



**Department of Business and Economic Affairs  
Technology Focused Market Intelligence Services  
Request for Proposals**

**Issue Date:** Monday, June 10, 2019

**Title:** Technology Focused Market Intelligence Services

**Issuing Agency:** State of New Hampshire  
Department of Business and Economic Affairs  
**Division of Economic Development**  
Office of International Commerce  
One Eagle Square, Suite 100  
Concord NH 03301

**Period of Contract:** Pending receipt of U.S. Department of Defense, Office of Economic Adjustment (OEA), grant funding and approval from State of New Hampshire Governor and Executive Council, twelve (12) months from date of approval from Governor and Executive Council and agreement of both parties

**Proposal Deadline:** Tuesday, June 18, 2019\*  
*\*Proposal must be received at BEA not later than 3:00 p.m.*

All inquiries for information and proposal submissions should be directed to:

Nathaniel Nelson, International Trade Officer, Office of International Commerce  
Email: [Nathaniel.Nelson@livefree.nh.gov](mailto:Nathaniel.Nelson@livefree.nh.gov)

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at BEA office, One Eagle Square, Suite 100, Concord, NH 03301.

1 Eagle Square  
Suite 100  
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

## **1. Purpose**

Pending receipt of U.S. Department of Defense (DoD), Office of Economic Adjustment (OEA), grant funding, the purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of twelve (12) months upon the agreement of both parties and the approval of Governor and Executive Council (G&C).

The qualified contractor will coordinate with the Division of Economic Development's Office of International Commerce (OIC), the New Hampshire Aerospace and Defense Export Consortium (NHADEC) and no less than 6 defense-dependent New Hampshire businesses to provide technology focused market intelligence services. The contractor will produce customized intelligence for each company regarding market and technical development opportunities. Successfully completed, these companies will be equipped to uncover new commercial opportunities for technology-based assets (e.g., idea, product, process, capability).

## **2 Definitions**

- 2.1 "Selected Vendor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Business and Economic Affairs (BEA) negotiates a contract. The terms in this RFP referring to "Selected Vendor" represent contract terms that will be a part of the final contract.
- 2.2 "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; "OIC" refers to the Office of International Commerce; "NHADEC" refers to the New Hampshire Aerospace and Defense Export Consortium.
- 2.3 The "Contract" is the resulting contract entered into between BEA and the successful Offeror.

## **3 Objectives**

BEA has received an OEA grant from the DoD. The goal of the grant is to enhance the capacity of the State, and its businesses, workers, industries, and communities to respond to Defense-related activities. The ultimate objectives of this grant are to provide technical assistance and resources to businesses impacted by DoD programmatic and budgetary changes and to aid businesses in economic diversification. Assistance and resources will be provided through programs of NHADEC. Founded in 2013, NHADEC is a promotional and sales-focused consortium focused on fostering the most opportune global markets for its members. The focus of

NHADEC's efforts is on helping members reach their full global market potential—increasing sales by diversifying and building new markets.

The purpose of this project is to provide no less than 6 defense-dependent New Hampshire businesses with market intelligence services that consider the technical and market viability of participants' assets. The goal of the service is to provide customized actionable intelligence on the market impacts of a business' technology-based asset. This service will assist defense-dependent businesses with uncovering commercial opportunities for technology-based assets (e.g., idea, product, process, capability).

#### **4 Scope of Work**

Using a \$150,000 funding level, proposals must be based on a 12-month period of time and address each item listed below.

- Utilize a quantitative and qualitative approach to identify and select no less than six defense-dependent New Hampshire businesses to participate in project
  - Every effort will be made to provide assistance to those firms most significantly impacted by and dependent on the DoD. These efforts will employ selection criteria (e.g., reinvestment potential, defense-related revenue, etc.) as well as the best available information regarding firms that are defense impacted and dependent. Efforts will be made to prioritize defense-related impacts/dependence over all other subjective criteria. For purposes of this proposal, a qualified defense-dependent and impacted firm is defined as a business who is deriving a minimum of 20% of its business revenue from DoD contracts or as a subcontractor. Priority consideration will be given to the most defense-impacted.
- Coordinate with selected businesses through all stages of project
- Quantitatively and qualitatively assess the current state of participating businesses (its people, products, and processes)
- Quantitatively and qualitatively assess participating businesses' technologies and potential for commercialization/diversification
- Identify, profile, and characterize markets, trends, value chains, competition, and companies of most interest to participating companies
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- Communicate with companies involved on a regular and scheduled basis
- Collaborate with industry subject matter experts, as required

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- Development of customized actionable market intelligence for participating companies.
- Final report detailing project outcomes for project participants, as well as a list of companies identified as being potential applicants and rationale for non-selection.

## **5 General Requirements**

### **5.1 Copies and Distribution of Proposal**

- 5.1.1 In order to be considered for selection, Offeror must submit a complete written response to this RFP. One (1) original, (1) electronic version and four (4) copies of each proposal must be submitted to BEA. No other distribution of the written proposal shall be made by the Offeror. Offerors may be required to present to the selection committee, if requested.

### **5.2 Organization and Experience**

- 5.2.1 Demonstrate the Offeror's financial capability to provide the work described in Section 4: Scope of Work.
- 5.2.2 Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.
- 5.2.3 Demonstrate experience providing technical assistance and market intelligence services, in addition to working with the aerospace and defense sectors.
- 5.2.4 Provide relevant examples of previous work.
- 5.2.5 Explain previous contracted services provided to State, if any.

### **5.3 Oral Presentation**

- 5.3.1 Offerors who submit a written proposal in response to this RFP may be selected to make an oral presentation. BEA will schedule the time and location of these presentations.

### **5.4 Financial Standing**

- 5.4.1 An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal

## 5.5 Proposal Inquiries

- 5.5.1 All inquiries concerning this RFP, including but not limited to requests for clarification, shall be submitted by e-mail to:

Contact: [Nathaniel.Nelson@livefree.nh.gov](mailto:Nathaniel.Nelson@livefree.nh.gov)

**Subject Line: RFP Reference: Technology Focused Market Intelligence Services**  
**Questions due by noon Thursday, June 13, 2019**

## 5.6 Restriction on Contact with State Employees

- 5.6.1 From the date of release of this RFP until an award is made, all communications with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the point of contact set forth in Section 5.5

## 6 Specific Requirements

- 6.1 Proposals should be as thorough and detailed as possible. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal.

### 6.2 *Experience, Qualifications, and Strategic Exercise:*

- 6.2.1 Complete "Contractor Data Sheet" (Attachment A).
- 6.2.2 A written one-page introductory statement including:
- Experience in providing services as described in Section 4 and previous experience working with OEA grantees and/or projects.
  - Experience and expertise of participating personnel including, but not limited to, those identified in Attachment A and a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.
- 6.2.3 A written one-page narrative detailing the implementation of the identified deliverables, with language speaking to an understanding of the unique

challenges and opportunities faced by New Hampshire's aerospace and defense industries. (To ensure client confidentiality, please be sure to redact client names.)

### 6.3 Proposal Submissions

- 6.3.1 All information requested must be submitted. Failure to submit this information at time of bid will render the proposal non-compliant and will result in a disqualification.
- 6.3.2 Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 4: Scope of Work*.
- 6.3.3 Proposals should be as thorough and detailed as possible so that BEA may properly evaluate Offeror capabilities to provide the required services.
- 6.3.4 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 completeness and clarity of content. The State is not responsible for the cost of proposals.
- 6.3.5 The original copy must remain at BEA, 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 BEA and BEA 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.
- 6.3.6 Proposal submissions can be e-mailed, mailed, or hand-delivered and directed to Nathaniel Nelson, International Trade Officer, Office of International Commerce. E-mailed proposal submissions should be sent to the following e-mail: [Nathaniel.Nelson@livefree.nh.gov](mailto:Nathaniel.Nelson@livefree.nh.gov)

If proposals are mailed, send directly to issuing agency. If proposals are hand-delivered, deliver to receptionist at BEA office, One Eagle Square, Suite 100, Concord, NH 03301.

- 6.4 Financial Terms - Complete "Rates and Fees Schedule" (Attachment B).
- 6.5 A written description of prior work, especially in the areas of developing and communicating customized intelligence for defense-impacted companies, specifically focused on uncovering new commercial opportunities for technology-based assets (e.g., idea, product, process, capability).
- 6.6 A presentation of proposed strategy, methodologies, and execution (if requested).
- 6.7 Provide at least four recent client references, of which at least two (2) shall be aerospace/defense-industry related. Include contract/service dates and contact information.

## **7 Evaluation and Award Criteria**

- 7.1 All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of BEA and NHADEC.
- 7.2 All written proposals will be evaluated and scored on a 100 point basis on the following criteria (Attachment C), which will be accorded the relative weight indicated in parentheses:
  - Experience and Qualifications of key staff and subcontractors (30 points)
  - Overall strategy and approach, methodology (30 points)
  - Creativity/Innovation (20 points)
  - Budget Approach/Cost Effectiveness (20 points)
  - Grand Total (100 points)
- 7.3 Offeror(s) must meet a minimum threshold of 60 points to be considered for further evaluation. Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 7.2.
- 7.4 Identified Offeror(s) will be selected to provide a creative presentation to further evaluate Offeror's capabilities. These presentations will be graded on a 20 point scale, outlined in the Proposal Score Sheet (Attachment C). BEA will notify finalists at least 5 days prior to creative presentation to schedule times and determine location. The score for oral presentation will be added to the scoring for the written proposal to reach a final evaluation score.
- 7.5 The Selected Contractor will be notified in writing. BEA and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If BEA is unable to negotiate a satisfactory contract with the first Selected Contractor, BEA may undertake negotiations with the next recommended Offeror.

7.6 The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The contract approved by the Governor and Executive Council will be effective immediately upon approval.

7.7 Offerors are advised that pursuant to New Hampshire Law, all information regarding RFP proposals, except for the number of Offerors, is confidential until five (5) days before submission of a contract to the Governor and Executive Council. After award of the contract, all RFP proposals, presentations and other documents may be subject to public disclosure pursuant to RSA 91-A. Accordingly, Offerors are requested to clearly identify any materials that they believe to be proprietary or confidential prior to submission of their proposals and/or presentations.

7.8 Proposed Timetable

Request for Proposals Issued	Monday, June 10, 2019
Deadline for Questions	Thursday, June 13, 2019 (noon)
Responses to Questions	Friday, June 14, 2019
<b>Written Proposal Deadline</b>	<b>Tuesday, June 18, 2019</b>
Invitations to Present	Monday, June 24, 2019
Oral Presentations	Wednesday, June 26, 2019
Award Announcement	Thursday, June 27, 2019
Contractual & Approval Process	July - August 2019
Contract Effective	Upon Governor & Council Approval

8 Conditions

*Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.*

8.1 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.

8.2 Conformance With Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.

8.3 Amending or Canceling: The State reserves the right to amend 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.

8.4 The State reserves the right to cancel this RFP, decline to award a contract related to this RFP and/or to re-issue or this RFP.

- 8.5 Rejection for Misrepresentation:** The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 8.6 Contract Format:** The successful contractor will be required to sign or provide the following documentation:
- **Service Contract Form – Form P-37 (Attachment D)**
  - **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.
  - **Certificate of Good Standing document** is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State's office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Existence shall be current and are renewable annually by April 1<sup>st</sup>.
  - **Comprehensive general liability insurance** against all claims of bodily injury, death, or property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and special cause of loss coverage form covering all property in BEA in an amount not less than 80% of the whole replacement value of the property (Section 14 Insurance of the State Agreement Form P37).
- 8.7 Speaking on behalf of the State of New Hampshire/BEA:** Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.
- 8.8 The Contractor may "subcontract" services.** Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on this project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental direction, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of BEA.
- 8.9 Contractor is to provide BEA with 90 days written notice of any proposed changes to subcontractor.**
- 8.10 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.**

**8.11** The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.

**8.12** If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed Liquidated Damages 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 BEA of such event – in writing- BEA may allow the Contractor to exceed a production, revision or delivery date with no Liquidated Damages assessed.

**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/sector organization. Include the date services were furnished, and contacts.

Client	City / State	Dates of Service	Contact Name / Phone / E-mail

3. Are you a subsidiary firm? \_\_\_ yes \_\_\_ no

If yes, list the location of your parent affiliation:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

4: List total number of employees:

\_\_\_\_\_ Full-time \_\_\_\_\_ Part-time/other

**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 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: \_\_\_\_\_

Name and title (print or type): \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B**  
**Rates & Fees Schedule**

	<b>Amount</b>
<b>1. Agency Fee</b>	
<b>2. Out-of-Pocket Expenses</b>	
<b>TOTAL</b>	

FORM NUMBER P-37 (version 5/8/16)

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

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

**GENERAL PROVISIONS**

<b>1. IDENTIFICATION.</b>			
1.1 State Agency Name <input type="text"/>	1.2 State Agency Address <input type="text"/>		
1.3 Contractor Name <input type="text"/>	1.4 Contractor Address <input type="text"/>		
1.5 Contractor Phone Number <input type="text"/>	1.6 Account Number <input type="text"/>	1.7 Completion Date <input type="text"/>	1.8 Price Limitation <input type="text"/>
1.9 Contracting Officer for State Agency <input type="text"/>		1.10 State Agency Telephone Number <input type="text"/>	
1.11 Contractor Signature  <input type="text"/>		1.12 Name and Title of Contractor Signatory <input type="text"/>	
1.13 Acknowledgment: State of _____, County of _____ On _____, 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace  <input type="text"/>			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory  <input type="text"/>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 is made 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 cooperation 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 incurs 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, formulas, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 as acted 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 is used by insurers licensed in the State of New Hampshire.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 claims 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 provision 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

# 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 MANUFACTURING EXTENSION PARTNERSHIP OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 257895

Certificate Number: 0004591947



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of September A.D. 2019.

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

William M. Gardner  
Secretary of State

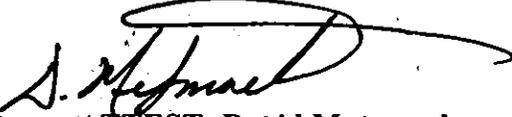
Corporate Resolution

I, **David Metzemaekers**, hereby certify that I am duly elected Chairman of Manufacturing Extension Partnership of NH (NH MEP). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 8, 2017 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Zenagui Brahim is duly authorized to enter a Contract on behalf of with the Manufacturing Extension Partnership of NH with the New Hampshire Department of Resources and Economic Development and further is Authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the September 12, 2019. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

**DATED: September 12, 2019**

  
**ATTEST: David Mezemaekers**  
**Chairman of MEP of NH**



*Patricia C French*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/24/2019

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

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

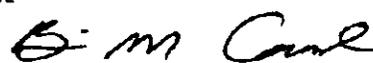
<b>PRODUCER</b> Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	<b>CONTACT NAME:</b> Risk Management Department <b>PHONE (A/C No. Ext):</b> (866) 443-8489 <b>FAX (A/C No.):</b> (800) 889-0021 <b>E-MAIL ADDRESS:</b> Work.Comp@Trinet.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> TriNet HR III-A, Inc. RE: NH Manufacturing Extension Partnership Inc. 9000 Town Center Parkway Bradenton, FL 34202	<b>INSURER A:</b> Indemnity Insurance Company of North America      43575	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 14336418      **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR_C66084280	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Workers Compensation is limited to worksite employees of New Hampshire Manufacturing Extension Partnership Inc. through a co-employment contract with TriNet HR III-A, Inc.

<b>CERTIFICATE HOLDER</b> DRED, Office of International Commerce Att: Tina Kasim 172 Pembroke Road Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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COMMERCIAL LINES - (305) 443-4886  
USI INSURANCE SERVICES LLC  
2601 SOUTH BAYSHORE DRIVE, SUITE 1600  
COCONUT GROVE, FL 33133



DRED, OFFICE OF INTERNATIONAL COMMERCE  
ATT: TINA KASIM  
172 PEMBROKE ROAD  
CONCORD NH 03301

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