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STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
DIVISION OF ECONOMIC DEVELOPMENT

172 Pembroke Road, Concord, New Hampshire 03301
TEL: 603-271-2341 Website: www.nheconomy.com

TAYLOR CASWELL
Commissioner

WILDOLFO ARVELO
Director

May 17, 2018

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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 (BEA), Division of Economic Development, to enter into a contract with Fourth Economy Consulting Inc. (VC #287480), of Pittsburgh, PA in the amount of \$296,310 to facilitate, produce, and release a statewide economic development plan for the State of New Hampshire, effective upon Governor and Executive Council approval through December 31, 2018. **45% Other Funds, 55% Federal Funds.**

Funding is available as follows:

03-22-22-220510-22340000		FY 18 Requested Budget
Economic Development Projects		
046-500464	Consultants	\$296,310

EXPLANATION

RSA 12-O:24 requires the Division of Economic Development (DED), with input and assistance from the Council of Partner Agencies established under RSA 12-O:7 and other public and private organizations with whom it chooses to work, to develop a rolling 10-year economic development strategy and operating plan. The finalized plan must be completed by December 1, 2018

The selected contractor will develop and help promote the 10-year economic development plan for the State which will cover a ten (10) year period of time from 2019 – 2029. The plan will serve as the living document and roadmap that will provide the overall strategy by which BEA will work with partners and other stakeholders to ensure continued economic prosperity in NH. The plan will be actionable with measurable goals and recommendations for future activities. The vendor will create a phased in approach to ensure the plan is implemented appropriately with the resources at hand.

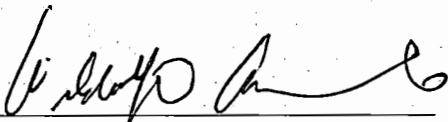
In February of 2018, a Request for Proposals for “*the Development of a Statewide Economic Development Plan*” was advertised on nheconomy.com and admin.state.nh.us. Subsequently, fifteen national vendors submitted formal written proposals by the closing date of April 2, 2018. All but one vendor qualified. A selection committee comprised of private/public economic development professionals (Schedule # 2) reviewed and scored the written and oral proposals (Schedule #1). Based upon initial scoring of written proposals, six vendors were invited to return for an oral interview (schedule 3). Based upon the combined written and oral scoring, Fourth Economy, based in Pittsburgh, PA was recommended by the review committee as the contractor best qualified to lead the economic plan.

Fourth Economy has created several state and regional economic development plans, including the Northeast Regional Development Plan in Indiana, and the Economic Development Plan and Strategy for Rhode Island. They have a proven expertise for outreach to stakeholders and for building consensus; a key attribute to ensure that the final product will be accepted and the recommendations followed during the implementation phase. They are well acquainted with the opportunities and challenges facing New Hampshire.

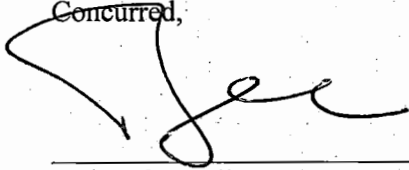
Fourth Economy will support DED and the State by producing a broad-based economic plan that will include, but not be limited to extensive outreach to stakeholders, development of an economic ecosystem map, evaluation of a workforce initiative, opportunities for foreign direct investment, and benchmarks for future data tracking efforts.

The Attorney General’s office has approved this contract to form, substance and execution.

Respectfully submitted,



Wildolfo Arvelo
Director

Concurred,


Taylor Caswell
Commissioner

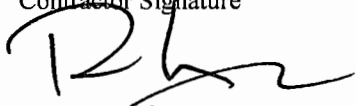
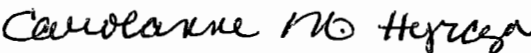
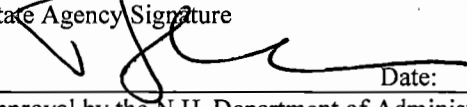
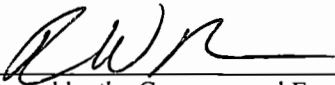
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Business and Economic Affairs		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Fourth Economy Consulting, INC.		1.4 Contractor Address 1501 Preble Ave. 2 nd Floor Pittsburgh, PA 15233	
1.5 Contractor Phone Number 412-251-1607	1.6 Account Number 22340000-500464	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$296,310
1.9 Contracting Officer for State Agency Wildolfo Arvelo		1.10 State Agency Telephone Number 603 271 0258	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard Overmoyer, CEO	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>Allegheny</u> On <u>May 15, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Carolanne M. Hycza, Notary Public Seal City of Pittsburgh, Allegheny County 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Carolanne M. Hycza</u>			
1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory <u>Taylor Caswell, 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>5/21/18</u>			
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 80:7c 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 91A 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.

EXHIBIT A SCOPE OF SERVICES

Following is the scope of work including review of existing state economic development plans, development of an eco-system map, perform stakeholder interviews, analyze foreign direct investment potential, develop bench-marking data, develop a ten-year economic development (ED) plan and implementation strategies which will be performed by Fourth Economy, acting as the agency of record for the New Hampshire Department of Business and Economic Affairs (BEA) including the Division of Travel and Tourism Development (DTTD) and the Division of Economic Development (DED) hereinafter referred to as BEA.

1. SCOPE OF WORK

- 1.1. Develop a Ten-Year Economic Development Plan (2019-2029)
- 1.2. Work with Sector Partnership Initiative (SPI) and Council of Partner Agencies (CPA) to align growth sectors.
- 1.3. Review recent regional and state economic development plans within DED as well as among ED entities in the state, which will be a guide for this process.
- 1.4. Develop an eco-system map of organizations that are involved in local, regional or state economic development efforts.
- 1.5. Interview stakeholders to obtain information that includes, but is not limited to specific regions, industries, and demographics.
- 1.6. Evaluate workforce development structure to recommend alignment, efficiencies, and leverage opportunities across platforms and funding mechanisms and recommend programs and strategies to complement existing programs or address new opportunities.
- 1.7. Analyze foreign direct investment (FDI) opportunities. Work with the Office of International Commerce to analyze challenges and opportunities for FDI.
- 1.8. Define key benchmarking data and Key Performance Indicators (KPIs). These broad-based data will be used to track outcomes and progress of the ED plan on an annual basis and over the ten-year period.
- 1.9. Prepare a ten-year ED plan based on analysis of prior plans, strategic planning sessions, and emerging/critical trends. Plan must address, but not necessarily be limited to the following: rural economy, outdoor economy, creative economy, strategies to reduce economic inequality, strategies to support small businesses, innovation and entrepreneurialism, hospitality and tourism, workforce housing, and strategies to better align and add flexibility to the educational pipeline.
- 1.10. Assist BEA/DED staff in presenting the plan, including printed/digital materials, participation in select meetings, and presentations.

2. BILLING AND TERMS

- 2.1. Fourth economy shall invoice the BEA by the 15th of each month.
- 2.2. The hourly rate for Fourth Economy will be \$165/hour.
- 2.3. Direct costs and outside vendor costs incurred on the project's behalf is the responsibility of the vendor and is included in the submitted hourly rate.
- 2.4. All invoices, that are under dispute or lack sufficient documentation will be paid upon resolution of the dispute and/or when adequate documentation is supplied to BEA.
- 2.5. All invoices can be submitted by email with backup materials attached.

3. RIGHT TO CANCEL

- 3.1. The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.
- 3.2. The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Selected Contractor.
- 3.3. 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 DED of such event in writing, DED may allow the Contractor to exceed a production, revision or delivery date with no Liquidated Damages assessed.

4. APPROVAL OF WORK

- 4.1. Fourth Economy will review and preliminarily proofread all work created. BEA will be provided with copies of all work for final approval. Client signature or documented verbal or written approval is required for all work. Such approval signifies that BEA has carefully reviewed all of the content of materials provided for accuracy of all information.

5. COPYRIGHT AND OWNERSHIP

- 5.1. Any product, whether acceptable or unacceptable, developed under the contract is to be the sole property of the State of New Hampshire unless otherwise agreed to in writing by both parties.
- 5.2. BEA will be responsible for obtaining copyrights or marks on any materials.

6. STAFFING AND PROJECT MANAGEMENT

- 6.1. Fourth Economy agrees that it will maintain adequate staffing to provide BEA with responsive and timely service.
- 6.2. Fourth Economy agrees to have the appropriate principals directly responsible for the management of all projects undertaken by it on behalf of BEA. A principal of the firm will also assume responsibility for providing daily oversight of the project and will be present at all meetings unless otherwise agreed to by both parties. BEA will provide a staff member who will serve as the project's point of contact for Fourth Economy.
- 6.3. Fourth Economy 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 DED. Contractor is to provide DED with 30 days written notice of any proposed changes to sub-contractor.
- 6.4. Fourth Economy will give guidance and support to subcontractors to ensure maximum synergy and results.
- 6.5. Fourth Economy is not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.

7. EXAMINATION OF RECORDS

- 7.1. BEA, upon giving notice to Fourth Economy, may examine all records and files related to its account. Arrangements for such examination must be conducted at scheduled at a time and place mutually agreeable to the parties involved.

**EXHIBIT B
PAYMENT TERMS**

1. PAYMENT METHOD

- 1.1. Fourth Economy shall submit invoices to the State on a monthly basis on the 15th 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 Fourth Economy within 30 days receipt and approval of invoice.
- 1.2. Fourth Economy shall submit its final invoice no later than December 31, 2018.
- 1.3. All Fourth Economy invoices shall be submitted to
Wildolfo Arvelo, Director
Division of Economic Development
Department of Business and Economic Affairs
172 Pembroke Road
Concord, NH 03301
Wildolfo.Arvelo@livefree.nh.gov
Cc: Christopher.Way@livefree.nh.gov

2. TERMS AND CONTRACT LIMIT

- 2.1. The terms of the contract shall commence upon Governor and Executive Council approval for the period beginning June 7, 2018 and will expire on December 31, 2018.
- 2.2. Total expenditures under this contract are not to exceed \$296,310.
- 2.3. This contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Fourth Economy.
- 2.4. Fourth Economy will not commence work until written authorization is provided by BEA. This applies to both original estimates and changes orders.

**AMENDED EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions to this contract.

State of New Hampshire

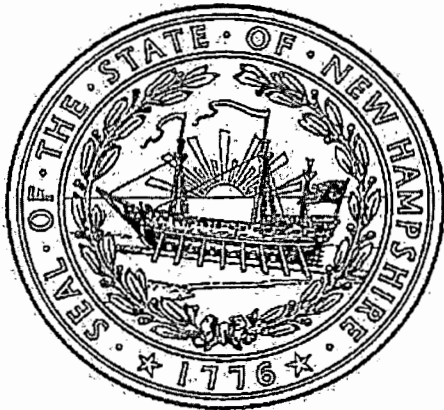
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FOURTH ECONOMY CONSULTING, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on May 15, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 794939

Certificate Number : 0004098514



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2018.

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

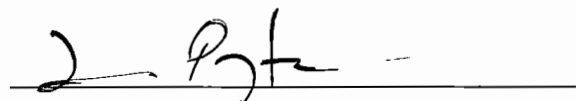
William M. Gardner
Secretary of State

Certificate of Authority

I, Jerome Paytas, Secretary of Fourth Economy Consulting (the Company), a company incorporated in Pennsylvania, hereby certify that the following is true and correct.

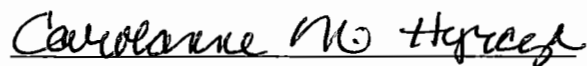
As of August 23, 2010, when Fourth Economy was founded, the President and CEO, Richard Overmoyer, is empowered to execute and deliver in the name and on behalf of this Company a certain contract with the State of New Hampshire Department of Business and Economic Affairs.

IN WITNESS WHEREOF, I have set my hand as the Secretary this 15th day of May 2018.

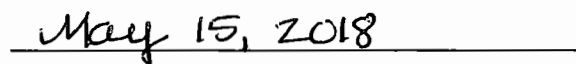


Jerome Paytas
Secretary
Fourth Economy Consulting

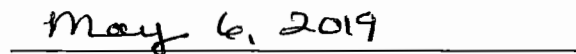
IN WITNESS WHEREOF I hereunto set my hand and official seal.



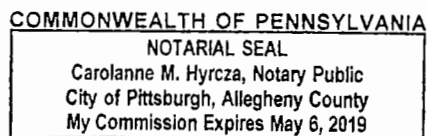
Notary Public



Date



Commission Expiration Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2018

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).

PRODUCER: Kelly Insurance Group, Inc. 700 River Ave Suite 433 Pittsburgh PA 15212
INSURED: Fourth Economy Consulting Inc. 1501 Preble Ave Fl 2 Pittsburgh PA 15233
CONTACT NAME: Michael J Vidale
PHONE: (412) 325-1650
FAX: (412) 325-1657
E-MAIL: mvidale@kelins.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Casualty & surety of NAIC #: 19046

COVERAGES CERTIFICATE NUMBER:CL1571505747 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Property.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder
Certificate holder is included as additional insured as their interest may appear

CERTIFICATE HOLDER: Division of Economic Development, Business and Economic Affairs, State of New Hampshire, 172 Pembroke Rd Concord, NH 03301
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: A Roberts/AROB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2018

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 SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY14620	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 287-1312	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Ins Co of the Southeast	NAIC# 38261
INSURED FOURTH ECONOMY CONSULTING INC 160 WOODHAVEN DR PITTSBURGH PA 15228-1549	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76 WEG AA1DJS	03/10/2018	03/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE -EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER DIVISION OF ECONOMIC DEVELOPMENT BUSINESS AND ECONOMIC AFFAIRS STATE OF NEW HAMPSHIRE 172 PEMBROKE RD CONCORD NH 03301-5791	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
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**Department of Business and Economic Affairs
 Division of Economic Development
 Consulting Services for the Development of a Statewide Economic Development Plan
 Written and Oral Proposal Scoring Criteria**

PROPOSAL EVALUATION CRITERIA

Proposals were reviewed, evaluated and scored by the selection committee. Evaluation of proposals was based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

Proposal Score Sheet

COMPANY	
REVIEWER	
DATE	
TOTAL SCORE (Maximum 100)	

Criteria	Max Points	Score	Notes
Experience and Qualifications of key staff and subcontractors Personnel/subcontractor experience; ability to absorb project into current workflow; ability to work with OIC/DED and its partners; knowledge of state, regional, and international aerospace and defense sector; knowledge of strategy development; knowledge of economic development programs & best practices; non-profit experience.	20		
Overall strategy and approach, methodology Proposal reflects the ability to collaborate with multiple agency	40		

partners and NH businesses to implement stated goals and objective, strategies, and projects.	
Prior work and past performance	20
Cost of Services Proposal shall include all pricing information relative to performing the scope of services described in the RFP.	20

Vendors were scored on the criteria above and the sixth highest scoring companies were invited to give oral presentations.

**Department of Business and Economic Affairs
Division of Economic Development
Consulting Services for the Development of a Statewide Economic Development Plan
Proposal Review Committee**

Taylor Caswell, Commissioner
Business and Economic Affairs
172 Pembroke Road, Concord, NH 03301
603-271-0670 taylor.caswell@livefree.nh.gov

Wildolfo Arvelo, Director
Division of Economic Development
172 Pembroke Road, Concord, NH 03301
603-271-0258 wildolfo.arvelo@livefree.nh.gov

James Key-Wallace, Executive Director
NH Business Finance Authority
2 Pillsbury Street, Suite 201
Concord, NH 03301
603-415-0191 jameskw@nhbfa.com

Katherine Easterly Martey, Executive Director
Community Development Finance Authority
14 Dixon Ave Concord, New Hampshire | 03301
603.717.9118 keasterly@nhcdfa.org

Department of Business and Economic Affairs

Schedule #3

Division of Economic Development

Consulting Services for the Development of a Statewide Economic Development Plan

Written Proposals and Oral Presentation Evaluation

Written Presentations	TIP	Future IQ	Camoin	Fourth	LSI	Econsult	HWA	TPMA	Simon	RKG	NRPC	ICF	Kairos	Ady
Wildolfo Arvelo	85	65	90	90	80	65	50	60	60	50	40	55	60	55
James key Wallace	60	70	70	75	60	65	60	65	50	60	45	70	50	60
Written Totals	145	135	160	165	140	130	110	125	110	110	85	125	110	115
Oral Presentations														
Will Arvelo	20	25	20	28	15	20								
Katy Easterly Martey	23	26	24	28	17	23								
Taylor Caswell		26	18	29	6	16								
Oral Totals	43	77	62	85	38	59								

Note: Taylor Caswell had a scheduling conflict for TIP. The final result would not have changed even with a perfect score.