

January 29, 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, Office of Workforce Opportunity to enter into a contract for services with the National Safety Council Northern New England (NSCNNE) (VC#167104), Concord, NH in the amount of \$240,000.00 for the delivery of training to meet the federal Mine Safety and Health Administration (MSHA) safety training requirements in New Hampshire. The contract period is effective **RETROACTIVE** to October 1, 2018 and terminates on September 30, 2022. **100% federally funded.**

Funding in Fiscal Year 2019 is available and funding for Fiscal Years 2020, 2021, 2022 and 2023 is contingent upon availability and continued appropriation with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
03-22-22-2200510-14530000-102-500731 Contracts for Program Services:	\$60,000	\$60,000	\$60,000	\$57,000	\$3,000

EXPLANATION

This contract is awarded to NSCNNE in response to RFP#01-DEBEA-OWO-MSHA. NSCNNE has extensive expertise in delivering quality safety training programs for the State of New Hampshire, employing MSHA certified instructors that attend MSHA instructor training annually. (See Attachment A for RFP process details.) NSCNNE has been delivering quality training programs in New Hampshire since 1970. With over 500 member companies; they provide training to over 2,500 people each year.

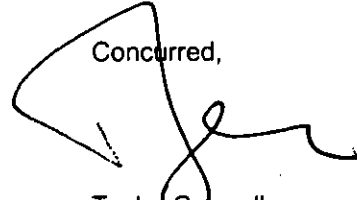
Funding for this contract is through the U.S Department of Labor (USDOL), MSHA. to provide required MSHA safety training to Metal/Non-Metal Surface Mine employees in New Hampshire, and shall be used in accordance with all applicable USDOL MSHA rules and regulations, including program requirements contained in the Mine Safety and Health Administration Grant Program Operator's Manual and other USDOL implementing regulations contained in 29 CFR Parts 31, 32, 93, 97 and 98. *MSHA Grants are awarded for the delivery of services between October 1st and September 30th of each year. Regardless of when funds are actually awarded by MSHA, which can be as late as June, they are available retroactive to the October 1st when the grant was available on the federal level.* This granting cycle allows states to pay for reasonable, allocable and allowable pre-award costs incurred by the program.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wildolfo Arvelo', with a long horizontal flourish extending to the right.

Wildolfo (Will) Arvelo,
Director of Economic Development

A handwritten signature in black ink, appearing to read 'Taylor Caswell', with a large, stylized initial 'T' and a long horizontal flourish extending to the right.

Concurred,

Taylor Caswell,
Commissioner

ATTACHMENT A – RFP #PY2018-01-DBEA-OWO-MSHA DETAILS

Purpose of the RFP

The Department of Business and Economic Development, Office of Workforce Opportunity (BEA/OWO) solicited a Request for Proposal (RFP) on behalf of the State Workforce Innovation Board (Board). Under a grant from the US Department of Labor's Mine Safety and Health Administration (MSHA), BEA/OWO receives grant funding from the United States Department of Labor (USDOL), Mine Safety and Health Administration (MSHA) to provide training for the advancement of health and safety in surface mines in New Hampshire.

The purpose of the RFP is to identify an MSHA Certified trainer/training entity to provide Part 46 Annual Refresher Training; First Aid, CPR/AED; and Supervisory training. A contract awarded in response to this RFP shall be effective for the period beginning October 1, 2018 through September 30, 2022.

The first year award will be for Program Year 2018, beginning October 1, 2018 and ending September 30, 2019. Subsequent contract years will run twelve months, October 1 to September 30 of each year, with a final date of service on September 30, 2022. Funding for subsequent contract years is contingent on the continuation of federal funding to the State of New Hampshire in support of this training requirement.

RFP Process Details

- On August 23, 2018, DRED/OWO issued a RFP for MSHA services on behalf of the State Workforce Innovation Board.
- The purpose of the RFP is to identify an MSHA Certified trainer/training entity to provide Part 46 Annual Refresher Training; First Aid, CPR/AED; and Supervisory training statewide for four consecutive years (October 1, 2018 – September 30, 2022) consistent with MSHA rules and regulations.
- A copy of the RFP was posted on the NH Works website and the State of NH procurement website. In addition, a copy of the RFP was sent via email to NH Works partner agencies and USDOL staff with instructions to share as appropriate.
- Office of Workforce Opportunity staff served as the RFP review panel. The review panel members were as follows:
 - Bonnie St.Jean, WIOA Program Administrator
 - Meelyn Wong, WIOA Program Manager
- The review panel evaluated each submitted proposal based on the following:

Cover Page	Pass/Fail
Proposal Checklist	Pass/Fail
Organizational Experience and Past Performance	45 points
MSHA Certified Trainers	45 points
Program training Activities and Delivery	35 points
Statement of Compliance Form	Pass/Fail

- One entity, the National Safety Council of Northern New England (formerly the Safety & Health Council of Northern New England) submitted a proposal in response to the MSHA RFP. The lack of bidders is consistent with past years and most likely due to the very specific type of training solicited, small annual grant amounts, matching fund requirements, and the uncertainty of future grants from US DOL MSHA to support the continuation of training.
- The RFP panel reviewed and scored the proposal submitted and determined it to be in compliance with RFP requirements.
- The final scores are as follows:

Name of Reviewer	Organizational Experience and Past Performance (45)	MSHA Certified Instructors (45)	Program Design (35)	Pass/Fail Criteria	Total (125)
Bonnie	40	45	33	All Pass	118
Meelynn	40	43	33	All Pass	116

- Based on the scores above BEA/OWO is proposing to award the National Safety Council of Northern New England the MSHA training contract contingent upon Governor and Council approval.

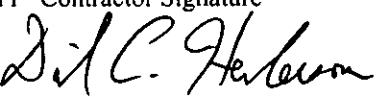
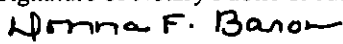
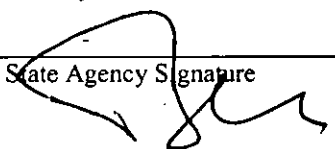
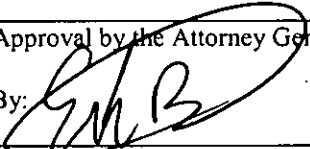
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Dept. of Business & Economic Affairs (Office of Workforce Opportunity)		1.2 State Agency Address 1 Eagle Square, Suite 100 Concord, NH 03301	
1.3 Contractor Name National Safety Council of Northern New England		1.4 Contractor Address 2 Whitney Road, Suite #11, Concord, NH 03301	
1.5 Contractor Phone Number 603-229-3393	1.6 Account Number 14530000-102-500731	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$240,000.00
1.9 Contracting Officer for State Agency Jacqueline Heuser, Director OWO		1.10 State Agency Telephone Number (603) 271-0337	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David C. Henderson	
1.13 Acknowledgement: State of NH , County of MERRIMACK On JAN 29, 2019 , 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] DONNA F. BARON, Notary Public My Commission Expires December 3, 2019			
1.13.2 Name and Title of Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
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: 2/11/2019			
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 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.

OFFICE OF WORKFORCE OPPORTUNITY
CONTRACT FOR MINE SAFETY TRAINING SERVICES

EXHIBIT A
Statement of Work

PARTIES & PURPOSE

This cost reimbursement agreement for services between the National Safety Council of Northern New England (NSCNNE) and the Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning on October 1, 2018 and terminating on September 30, 2022. **Total payments under this agreement shall not exceed: \$240,000.00** and shall be expended consistent with Exhibit B of this agreement. These funds are made available through U.S Department of Labor (USDOL), Mine Safety and Health Administration (MSHA) to provide the required MSHA safety training to Metal/Non-Metal Surface Mine employees in New Hampshire and shall be used in accordance with all applicable USDOL MSHA rules and regulations, including program requirements contained in the MSHA Grant Program Operator's Manual, and other USDOL implementing regulations contained in 29 CFR Parts 31, 32, 93, 97 and 98.

The purpose of this agreement is to engage the services of the National Safety Council of Northern New England (NSCNNE) as the contractor to provide the federally required MSHA mine safety training in New Hampshire. This contract is issued in response to RFP#PY2018-001-DBEA-OWO-MSHA and awarded on the basis of NSCNNE extensive expertise in delivering quality safety training programs to over 700 member companies in New Hampshire since 1970.

STATEMENT OF WORK

As the service provider under this agreement, NSCNNE shall provide services as identified in RFP#PY2018-00-DBEA-OWO-MSHA Statement of Work and all other applicable sections of the RFP, incorporated by reference into this contract agreement. Specially, the following shall be provided at a minimum:

1. Deliver a minimum number of 15 training sessions in each contract year, typically during the months of February through May, in regions throughout the state, with the majority of the classes held at the NSCNNE's training facility in Concord, NH.
2. Deliver additional classes, based on employer/worker demand.

OFFICE OF WORKFORCE OPPORTUNITY
CONTRACT FOR MINE SAFETY TRAINING SERVICES

3. Provide:
 - a. appropriate refreshments (matching funds only)
 - b. program materials for each classroom participant as well as for companies who conduct their own training but request same/similar materials used by Safety and Health.
4. Develop and publish a training schedule for each program year under contract through this service agreement. This schedule shall be mailed to all NH mining companies with an available address, using information provided by the NH Department of Labor and other applicable resources.
5. Conduct an instructor orientation session each year to review syllabus and training materials in preparation for the delivering of required training under this agreement. Employer feedback shall be solicited to ensure training consistent with employer needs.
6. Ensure a minimum of two (2) instructors are at each training session, and ensure that the instructors delivering the training are qualified to teach the materials. As part of this responsibility, it is understood that the appropriate individual(s) will attend the MSHA instructor refresher training to stay current.
7. Secure the required grant match requirement for each program year of funding. Under Section (503) g of the Mine Act, MSHA may fund only 80% of the activities under a State grant program. The State must provide matching funds of no less than twenty percent of the total costs (80/20 split). MSHA encourages grant recipients to use cash, rather than in-kind contributions, to meet their matching requirements. Therefore, NSCNNE is authorized to charge a fee of up to \$50 per participant to offset the costs of room rentals, refreshments, safety awareness items, and classroom materials, as well as instructor costs not covered by the grant funding. All revenue produced by this authorized program fee shall be tracked and recorded as *program income*, and shall be *used to meet the non-federal share (match) required by this grant*, for each program year. Program income earned during the contract period shall be retained by NSCNNE, added to the contract funds, and used for the purposes and under the conditions applicable to the use of these funds as defined by MSHA and/or the terms and conditions of this agreement.

OFFICE OF WORKFORCE OPPORTUNITY
CONTRACT FOR MINE SAFETY TRAINING SERVICES

Program Performance Goals and Reporting Requirements

As the service provider under this agreement, NSCNNE shall negotiate with the Office of Workforce Opportunity staff the Estimated Workload Measures for each program year covered under this grant agreement, consistent with MSHA federal staff guidance.

In addition, NSCNNE shall:

1. Make every effort to provide training to workers consistent with the planned **Estimated Workload Measures** negotiated for each program year covered under this agreement.
2. Provide a listing of the trainings provided, and the dates thereof, along with the day's training syllabus and participant sign-in sheet. If any type of testing is conducted as part of the training sessions, NSCNNE shall report, in the aggregate, the results of said testing.
3. Complete a year-end (October through September) technical report for each year of this contract that includes the following information:
 - a. A comparison of actual accomplishments to the objectives established for the contract period, including per unit cost efficiencies;
 - b. Reasons for objectives not met;
 - c. Description of any significant developments or problems affecting the organization's ability to accomplish the work;
 - d. An evaluation of the impact or results of the program's activities.
4. Assist the Office of Workforce Opportunity with problem resolution for any federal or state audit and/or compliance findings as they relate to this contract.

NSA

1/25/19

OFFICE OF WORKFORCE OPPORTUNITY
CONTRACT FOR MINE SAFETY TRAINING SERVICES

EXHIBIT B
Price and Financial Reporting Requirements

PRICE LIMITATION

The conditions and responsibilities outlined in this agreement are further subject to the availability of grant funds. Any party may, after thirty (30) days written notification, suspend this agreement if funds become unavailable to carry out this agreement or if the Council is no longer willing to carry out the agreement. Upon termination, all allowable expenses incurred and paid by NSCNNE prior to the termination date will be reimbursed.

Total agreement not to exceed: \$240,000.00

Funds for each program year covered under this agreement may only be expended in accordance with the maximum allowable grant amount as approved/awarded by MSHA on an annual basis, minus the amount retained at the State level for administrative costs. Upon federal approval and notification of annual MSHA grant awards, the OWO will inform the NSCNNE regarding the actual amount of funds and match required for the current grant period. The MSHA funding period is from October 1 through September 30 of each year. However, MSHA awards funding between April and June each year, retroactive to October 1st. NSCNNE shall submit an updated training plan for OWO approval prior to any new program year expenditures.

In the event that MSHA extends the grant period for a grant awarded within the time frame covered under this contract, or for other reasons allowable within the conditions of this contract agreement, unspent funds from previous years may be carried forward with the written approval from OWO.

TERMS OF PAYMENT

The maximum allowable reimbursement under this contract is **\$240,000.00**. Upon presentation of an invoice for such services and related expenses, which shall be billed quarterly (at a minimum) the amount of the invoice shall be payable to NSCNNE in accordance with the State 30 day minimum payment schedule.

Invoices shall be sent to: Office of Workforce Opportunity, BEA
Attn: Nataliya Gaponov
1 Eagle Square, Suite 100
Concord, NH 03302

OFFICE OF WORKFORCE OPPORTUNITY
CONTRACT FOR MINE SAFETY TRAINING SERVICES

Payment shall be made to: National Safety Council of Northern New England
Attn: David Henderson
2 Whitney Road #11, Concord, NH 03301

FINANCIAL PERFORMANCE AND REPORTING REQUIREMENTS

1. Three to five (3-5) trained instructors and the costs associated with those staff (taxes, travel, etc.) shall be supported by this contract.
2. Financial reporting by NSCNNE shall consist at a minimum, of quarterly invoices to the Office of Workforce Opportunity (OWO) for training services provided. Invoices are due by the 30th of the month following the quarter end. NSCNNE is encouraged to invoice monthly.
3. Supporting documentation, as mutually agreed to by NSCNNE and the OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced. OWO shall endeavor to pay invoices within 30 days of receipt.
4. NSCNNE shall adhere to all federal cash-management requirements, as well as any OWO policies that are more restrictive than the federal requirements.
5. NSCNNE shall track and report all **program income** generated through training fees on 1 invoices submitted to the OWO. Program income may only be used to support the activities identified as allowable within this agreement and/or RFP-PY2018-001-BEA-OWO-MSHA.
6. Should the program fees generated by the training sessions not be sufficient to meet the grant's required annual non-federal match amount, NSCNNE must be prepared to document in-kind match sufficient to meet this threshold for each contract year.

OFFICE OF WORKFORCE OPPORTUNITY
CONTRACT FOR MINE SAFETY TRAINING SERVICES

EXHIBIT C
Additional Terms

1. This agreement is funded under the federal Mine Safety and Health Administration (MSHA) through U.S Department of Labor (USDOL), in accordance with all applicable USDOL MSHA rules and regulations, in the event that such funding is reduced, suspended or terminated for any reason, or if MSHA grant terms are significantly changed at the federal level, the OWO or NSCNNE shall have the right to terminate this agreement, to de-obligate funds or to negotiate appropriate modifications to this agreement.
2. Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.
3. Both parties shall comply with the provisions of each of the following as applicable:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded

OFFICE OF WORKFORCE OPPORTUNITY
CONTRACT FOR MINE SAFETY TRAINING SERVICES

by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

4. Form P-37 and Exhibits A, B, and C constitute the entire agreement between the OWO and Safety & Health, and supersedes all prior agreements and understandings.

State of New Hampshire

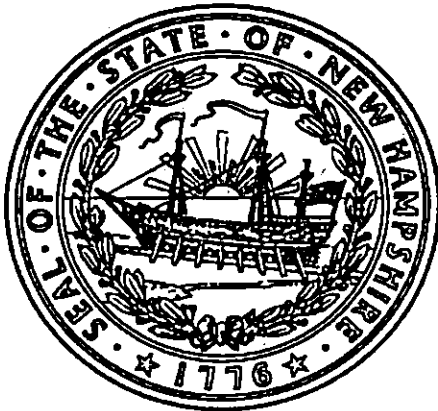
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SAFETY & HEALTH COUNCIL OF NORTHERN NEW ENGLAND, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 30, 1970. 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: 66202

Certificate Number: 0004392573



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of January A.D. 2019.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



CERTIFICATE OF REGISTERED TRADE NAME

OF

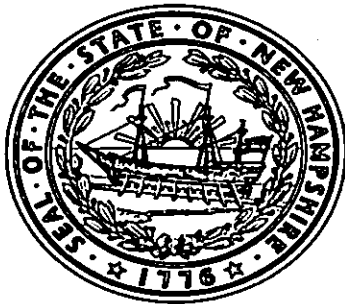
NATIONAL SAFETY COUNCIL OF NORTHERN NEW ENGLAND

This is to certify that , Safety & Health Council of Northern New England, Inc. (66202) registered in this office as doing business under the Trade Name NATIONAL SAFETY COUNCIL OF NORTHERN NEW ENGLAND at 2 Whitney Road, Suite 11., Concord, NH, 03301, USA on 07/11/2016.

The nature of business is Other Services (except Public Administration) / Business Associations, in New Hampshire.

Expiration Date: 07/11/2021

Business ID: 747383



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11st day of July, 2016 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



*Safety & Health Council of Northern New England
2 Whitney Rd., #11
Concord, NH 03301
(800) 834-6472*

**AUTHORIZATION TO ENTER AN AGREEMENT
(Certificate of Vote without Seal)**

This letter acknowledges that David C. Henderson, Executive Director of the Safety and Health Council of Northern New England, is authorized to sign and enter all agreements on behalf of the SHCNNE Board of Directors. David is our contracted employee and legal representative.

Signed: Steven Fuller, Chairman of the Board,
Safety & Health Council of Northern New England

Signature: 

Date: 1/25/2019



SAFE&HE-01

JGOOD

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
1/24/2019

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).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Jennifer L. Good, AA1 PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jgood@davistowle.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : The Hanover Insurance Companies</td> <td>22292</td> </tr> <tr> <td>INSURER B : Hiscox, Inc.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Hanover Insurance Companies	22292	INSURER B : Hiscox, Inc.		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED National Safety Council of Northern New England 2 Whitney Road, Suite 11 Concord, NH 03301														

COVERAGES**CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OHVA05146605	7/11/2018	7/11/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OHVA05146605	7/11/2018	7/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OHVA05146605	7/11/2018	7/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WKVA051448-05	9/29/2018	9/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions			MPL2213375	7/1/2018	7/1/2019	Errors & Omissions 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Mine Safety Training Services

CERTIFICATE HOLDER**CANCELLATION**

Office of Workforce Opportunity
 Department of Business and Economic Affairs
 1 Eagle Square
 Concord, NH 03301

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