



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS  
OFFICE OF WORKFORCE OPPORTUNITY

Joe  
38A

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-7275 www.nhworks.org

February 13, 2018

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 (“DBEA”), Office of Workforce Opportunity (“OWO”) to enter into a contract for services with PowerNotes, LLC, 9738 Crestwick Drive, St. Louis, Missouri for the provision of staff training services for a term beginning March 7, 2018 or upon Governor and Executive Council approval, whichever comes later, and terminating on June 30, 2018. Total payments under this agreement shall not exceed \$19,600.00. **Funding Source: 100% Federal Funds** (Workforce Innovation and Opportunity Act, Implementation Funds)

Funds to support this request are available as follows:

	<b><u>FY 2018</u></b>
03-22-22-220510-14530000	
Office of Workforce Opportunity	
103-502664 Contracts for Program Services	\$19,600

**EXPLANATION**

PowerNotes, LLC is the training vendor selected in response to a request for proposals (RFP) issued by the Office of Workforce Opportunity on behalf of the NH Works One-Stop Operator Consortium, under the auspices of the State Workforce Innovation Board (SWIB), on November 15, 2017 (See Attachment A for details). Contracted services shall include an assessment of customer services offered through the State’s network of NH Works American Job Centers to determine effectiveness consistent with Workforce Innovation and Opportunity Act (WIOA) requirements, identifying strategies for continuous improvement of customer flow, and training local staff on the improved process and procedures. The contractor will be the plenary speaker at the NH Works staff training day scheduled for May 21, 2018.

The proposed contract for services will be funded under the Workforce Innovation and Opportunity Act of 2014 that amends the Workforce Investment Act, P.L.105-220, 20 USC 9201 WIOA Implementation Grant funds CFDA #17.281, issued to ensure staff engaged in the delivery of WIOA services are adequately trained to provide required services.

Respectfully submitted,

Taylor Caswell  
Commissioner

**ATTACHMENT A – RFP DETAILS**  
**Continuous Improvement for the NH Works One-stop Delivery System (American Job Centers)**

**Purpose of the RFP**

The Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) issued a Request for Proposal (RFP) on behalf of the NH Works One Stop Operator Consortium. The purpose of the RFP is to identify a qualified service provider to accomplish the following:

- Conduct an assessment of current services at three NH Works Centers;
- Evaluate effectiveness in providing services consistent with Workforce Innovation and Opportunity Act (WIOA) requirements, including a customer-centered design approach;
- Develop strategies for continuous improvement;
- Train staff from three regions on improved process and procedures as well as plenary presentation at the NH Works Conference in June 2018, with subsequent breaks out session.

The proposed services will be funded under the Workforce Innovation and Opportunity Act of 2014 that amends the Workforce Investment Act, P.L.105-220, 20 USC 9201, WIOA Implementation Grant funds CFDA #17.281. The Office of Workforce Opportunity (OWO) is seeking an organization and/or professional with federal WIOA experience in the provision of training for staff in the one-stop AJC, specific to a customer-centered service delivery approach to foster continuous improvement. The outcome of this project will result in identification of best practices, areas for improvement to customer service, and staff training. The Selected Vendor will have prior experience in evaluation of a one-stop center i.e., Americas Job Centers (AJC), and demonstrated ability to provide training to center personnel. Working with the OWO, the Selected Vendor will engage in working with the NH Works Interagency Directors Group (IDG) to produce appropriate evaluation and subsequent training materials and delivery of that training.

**RFP Process Details**

On November 15, 2017 DBEA/OWO issued a RFP for Continuous Improvement for the NH Works One-stop Delivery System (American Job Centers) on behalf of the NH Works One-stop Operator Consortium. The RFP was posted on the State of NH procurement website, as well as the DBEA and NH Works website. In addition, a copy of the RFP was sent via email to NH Works partner agencies staff and others with instruction to share as appropriate. The following entities responded to the RFP:

- Blue Line Associates
- Thomas P. Miller and Associates
- PowerNotes
- Workforce Professionals Training Institute

Three partner agency representatives were selected to serve as the RFP review committee; all four proposals were reviewed and scored by the following individuals:

Ms. Bonnie St.Jean	Program Administrator, Office of Workforce Opportunity
Ms. Pam Szacik	Operations Director, NH Employment Security
Mr. Matt Russell	Local WIOA Statewide Administrator

The total score for each respondent is charted below based on a maximum score of 100 points. **PowerNotes was selected based on the scores reflected below.**

<b>Evaluation and Award Criteria</b>					
	Bonnie	Pam	Matt	Average	Status
<b>Blue Line</b>					
Total	15	67	75	52.3	Not selected
<b>TPMA</b>					
Total	93	98	90	93.6	Not selected
<b>WPTI</b>					
Total	95	97	85	94.3	Not selected
<b>PowerNotes</b>					
Total	95	100	100	98.3	<b>Selected for Contract Award</b>

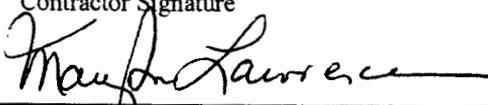
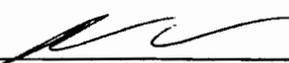
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Dept of Business and Economic Affairs (Office of Workforce Opportunity)		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name PowerNotes, LLC		1.4 Contractor Address 9738 Crestwick Drive, St. Louis, Missouri 63128	
1.5 Contractor Phone Number (317) 946-7916	1.6 Account Number 10-022-14530000-103-502664	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$19,600
1.9 Contracting Officer for State Agency Jacqueline Heuser, Director, OWO		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mary Ann Lawrence, Member	
1.13 Acknowledgement: State of _____, County of _____  On <u>2/13/18</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 1.13.1.			
1.13.1 Signature of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>RICHARD CONRAD</b>                      Notary Public, Notary Seal                      State of Missouri                      Commissioned for St. Louis County                      My Commission Expires: July 15, 2019                      [Seal] 15636767                 </div> 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Taylor Cuswell, 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: <u>2/16/18</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 80:7-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.

**EXHIBIT A  
STATEMENT OF WORK**

**TERM & EXTENSION**

This fixed-price agreement for services between PowerNotes LLC and the Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning March 7, 2018 or upon Governor and Executive Council approval, whichever comes later, and terminating on June 30, 2018. Total payments under this agreement shall not exceed \$19,600 and shall be expended consistent with the terms outlined in Exhibit B of this agreement.

These funds are made available by the State Workforce Innovation Board, through Workforce Innovation and Opportunity Act (WIOA) Implementation funds administered by the Department of Business and Economic Affairs (DBEA) through the Office of Workforce Opportunity. Specifically, these funds shall be used for the provision of staff development services consistent with the deliverables identified in the Continuous Improvement for the NH Works System (AJC) Request for Proposals issued by OWO on behalf of the NH Works One-Stop Operator Consortium on November 15, 2017 and as further delineated in Deliverables and Timeframe section below.

**DESCRIPTION OF SERVICES**

The scope of work includes development of evaluation tools and subsequent training materials as agreed upon by the OWO in consultation with the IDG.

- AJC System Service Evaluation – PowerNotes, LCC will conduct an evaluation of the effectiveness of current services relative to WIOA required services in three locations - Manchester/Nashua, Seacoast (Somersworth/Portsmouth) and Concord, NH; within one-to-two months of the contract award.
- Staff Training (development and implementation) – PowerNotes, LCC shall develop training for the purpose of continuous improvement based on the results of the system evaluation.
  - proposed training shall be reviewed and approved by the IDG prior to implementation
  - training shall be direct on-site training of staff in each of the three locations identified above, and shall occur by no later than May 18,2018.

- State Conference Plenary and Workshop –The President and CEO of PowerNotes, LLC shall be the plenary speaker at the State Workforce Conference, and conduct a 45 minute workshop, both of which shall occur on May 21, 2018. The State Conference is held on the Community College campus in Manchester, NH.
  - Opening keynote presentation on the AJC evaluation process, recommendations for continuous improvement, and training provided to improve services. May 23, 2018, for approximately one hour.
  - Conduct a 45 minute workshop on a related one-stop service delivery topic to be determined in consultation with the IDG. Same day as keynote presentation. Specific times to be determined.

**DELIVERABLES AND TIMEFRAME**

<b>Deliverable</b>	<b>Outcome/report/etc.</b>	<b>Timeframe</b>
<b>NH Works Center service evaluations</b>		
	Manchester/Nashua	March 2018
	Portsmouth/Somersworth	
	Concord	
	Review results/report with IDG	
	Develop staff training plan	
	Review training plan with IDG	
<b>Staff Training</b>		
	Manchester/Nashua (6.5 hrs.)	April 2018
	Portsmouth/Somersworth (6.5 hrs.)	
	Concord (6.5 hrs.)	
<b>Staff Day Plenary</b>		
	Deliver opening address	May 21, 2018 9am-10 am
	Effective One Stop Services (or related topic approved by IDG)	May 21, 2018 10:15 am – 11:00 am Repeat 12:15 pm – 1:00 pm

**EXHIBIT B  
PRICE LIMITATION**

This contract is funded with WIOA Implementation Funds (CDFA #17.281).

**Total agreement not to exceed: \$19,600**

This amount is further delineated as follows:

Summary of Estimated Costs

Line Item	Direct Charge
AJC System Service Evaluation all-inclusive costs for 3 site visits	\$10,000
Staff Training all-inclusive cost for 3 on-site (6.5 hours each) training days	\$6,600
State Conference Plenary and two 45-minute workshops all-inclusive cost for plenary speaker on May 21 <sup>st</sup> (one hour) Two 45 minute workshops (same topic offered twice) at the staff day event on the 21 <sup>st</sup>	\$3,000
<b>Total all-inclusive costs not to exceed</b>	<b>\$19,600</b>

**TERMS OF PAYMENT**

Invoices shall be sent to:           Office of Workforce Opportunity  
  Attn: Fiscal Administrator  
  172 Pembroke Rd  
  Concord, NH 03301  
  Karen.Smith@nh.gov

Payment shall be to:                 PowerNotes, LLC  
  Mary Ann Lawrence  
  9738 Crestwick Drive  
  St. Louis, Missouri 63128

1. Invoices shall be submitted monthly and signed by PowerNotes, LLC President.
2. Supporting documentation, as mutually agreed to by OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced, if required.
3. Expenditures may be invoiced only for the line item costs outlined in the Summary of Estimated Costs, unless otherwise approved by the DBEA/OWO.
4. Payments may be withheld pending receipt of required deliverables/reports as defined in Exhibit A of this agreement, as applicable. Final invoices shall be submitted within 30 days of the contract end date.

**STANDARD EXHIBIT C - SPECIAL PROVISIONS**

PowerNotes, LCC is without any employees, and therefore does not carry, nor is required to carry, workers compensation insurance. Item 15 "Workers' Compensation" of the Form P-37 Agreement is not applicable.

As a condition of this contract agreement PowerNotes, LLC agrees to the following:

- PowerNotes, LLC staff funded through this agreement must agree to maintain WIOA participation confidentiality and equal opportunity federal requirements to the extent that he/she has direct contact with WIOA eligible customers in the course of carrying out the responsibilities outlined in the Statement of Work.
- Funds from this contract, or the products developed with funds from this contract with similar deliverables shall not be used to supplant, supplement or otherwise offset costs for other similar federal contracts held by PowerNotes, LLC.
- Intellectual Property Clause – this agreement is 100% federally funded therefore, "The Federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant, and ii) rights of copyright to which the grantee, sub-grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
- If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance with the State WIOA Annual Financial Agreement:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an

organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

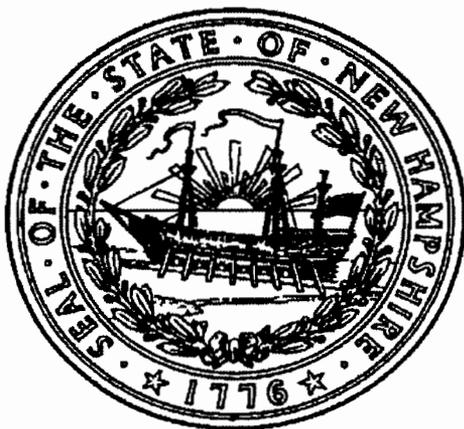
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that POWERNOTES, LLC is a Missouri Limited Liability Company registered to transact business in New Hampshire on January 09, 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: 785731



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of February A.D. 2018.

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

William M. Gardner  
Secretary of State

**LLC Certification of Authority**

I, **MaryAnn Lawrence**, hereby certify that I am the Sole Member of PowerNotes, LLC (the "LLC") a limited liability company under RSA 304-C. I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC.

DATED: 2-13-18

ATTEST: MaryAnn Lawrence  
(Name and Title) President ; CEO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/06/2018

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

<b>PRODUCER</b> Redel Insurance Agency, Inc. 174 Clarkson Rd., #150 Ballwin MO 63011		<b>CONTACT NAME:</b> Sarah Molina <b>PHONE (A/C, No, Ext):</b> (636) 394-7676 <b>E-MAIL ADDRESS:</b> sarah@redel.net <b>FAX (A/C, No):</b> (636) 227-7035	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Twin City Fire Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Powernotes LLC 9738 Crestwick Dr Saint Louis MO 63128		<b>NAIC #</b> 29459	

**COVERAGES**                      **CERTIFICATE NUMBER:** EXP 12/06/2018                      **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.

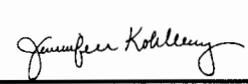
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			84SBMIS2623	12/06/2017	12/06/2018	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						Hired Auto	\$ 1,000,000	
	<input type="checkbox"/> OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB							\$	
	<input type="checkbox"/> OCCUR							\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED							\$	
	RETENTION \$							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY SECTION AS REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

### CANCELLATION

STATE OF NEW HAMPSHIRE, DEPT OF BUSINESS & ECONOMIC DEVELOPMENT AFFAIRS/OWO  172 PEMBROKE RD  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 
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