



AR 31

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

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

November 8, 2017

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 Business and Industry Association of New Hampshire (“BIA”) (VC#154043), Concord, NH, in an amount not to exceed \$79,860, for the provision of Infrastructure Sector Intermediary services effective December 6, 2017 or upon Governor and Executive Council Approval, whichever is later, through December 6, 2018. **100% Federal Funds** (Workforce Innovation and Opportunity Act, Governor’s Discretionary Funds)

Funds to support this request are available as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
03-22-22-220510-14530000		
Office of Workforce Opportunity		
102-500731 Contracts for Program Services	\$60,000	\$19,860

EXPLANATION

This contract between NH DBEA/OWO and BIA for the delivery of Infrastructure Sector Intermediary services is issued in response to the **Sector Partnerships Intermediary Services Request for Proposals (RFP)** issued August 14, 2017. (See Attachment A for RFP process details). The Infrastructure Sector Intermediary will work with Infrastructure Sector Stakeholders and others to assist in the management of the Infrastructure Sector and its activities and programs. This Sector is part of the NH Sector Partnerships Initiative (“SPI”) which is an industry-driven, statewide initiative to help businesses in targeted industries address their workforce needs, while also helping workers prepare for and advance in careers in these critical sectors. There are currently four industry sectors in addition to infrastructure: manufacturing, technology, health care and hospitality. Each sector is driven by a partnership that includes industry employers, state educational institutions, third-party training providers, workforce and other state and local agencies. The Sector Intermediary will convene and staff the partnership and manage projects between meetings to ensure accountability and progress toward goals. This role includes a number of critical responsibilities, such as coordinating partnership meetings; recruiting champions in every region in concert with the co-chairs; engaging workforce system, education and training providers, community-based organizations, and other key stakeholders in partnership meetings; accessing diverse financial resources from public, private, and philanthropic sources to support workforce services; and facilitating solutions and action steps at partnership meetings to advance progress on strategy.

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

Respectfully submitted,

Taylor Caswell
Commissioner

ATTACHMENT A – RFP DETAILS

Sector Partnerships Intermediary Services

Purpose of the RFP

The Department of Economic and Business Affairs, Office of Workforce Opportunity solicited a Request for Proposal (RFP) on behalf of the State Workforce Innovation Board (Board). The purpose of the RFP is to identify specific organizations and/or individuals to submit proposals to serve as a Sector Partnerships Intermediary for one or more of the following industry clusters:

Manufacturing Hospitality Technology Infrastructure

The role of intermediary contributes substantially to the mission of the State Workforce Innovation Board (SWIB) and the goals and objectives set forth by the State Sector Partnerships Initiative Team (SPIT), serving to bring together workers and employers as well as public and private sources of training and funding. Sector Intermediaries focus on creating pathways to employment by building valuable partnerships with other affiliated organizations.

The ideal applicant must be capable of bringing together multiple partners to achieve the overall goals of the SPI, preferably via leveraging existing and new relationships with industry partners, workforce development programs, education institutions, training providers and economic development organizations within the State.

“Sector Partnerships Initiative” (SPI) refers to sector initiatives (also called sector partnerships) that are regional, employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. Sector initiatives rely on industry champions to elevate awareness and credibility to the program. Workforce intermediaries (or conveners) are also used to engage employers and other key stakeholders; to develop expertise in the industry of focus; and to coordinate information and resources to develop and implement effective and coordinated workforce solutions. More information can be found on SPI’s mission, vision and goals at the following site: <http://www.nhworks.org/Sector-Partnership-Initiative/Overview/>

RFP Process Details

- On August 28, 2017 DBEA/OWO issued a RFP for **Sector Partnerships Intermediary Services** on behalf of the State Workforce Innovation Board (SWIB).
- 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:
 - Manufacturing: Thomas P. Miller; NH MEP; NH BIA; Firebrand International
 - Technology Thomas P. Miller; High Tech Council; Millenium/BIA
 - Hospitality Thomas P. Miller; NH Lodging and Restaurant Assoc.
 - Infrastructure Thomas P. Miller; NH BIA; Granite Roots Public Solutions
- Five business representatives were selected to serve as the RFP review committee; twelve proposals were reviewed and scored by the following individuals:

Connie Roy-Czyzowski	Delta Dental
Rick Wheeler	Associated Grocers (SWIB member)
Mike Albert	New England Wire Technologies (SWIB member)
Dave Coiffi	State Workforce Innovation Board Member
Roxie Severance	NH Health Care Association (SPI Intermediary for Health Care)
- The total score for each respondent is charted below. Entities were selected based on ranking.

Intermediary RFP - Infrastructure Sector
 Respondents Scoring Summary
 As of 11/7/2017 - 1:03 PM

Scoring Elements	Max. Score	BIA of NH Raw Scores	GraniteRoots Public Solutions Raw Scores	Thomas P. Miller & Associates Raw Scores
A = Organizational Experience & Capabilities				
A1 Contractor Data Sheet				
A2 Experience/Capacity in SOW	50	48	41	37
A3 Personnel Experience	50	46	39	37
A4 Financial Stability	50	40	38	42
A Total Score	150	134	118	116
B = Detailed Experience and Qualifications				
B1 Meeting Planning, Coordination & Support	50	46	38	37
B2 Work Plan Development & Implementation	50	46	40	44
B3 Communication, Recruitment, Outreach	50	46	42	38
B4 Data Management & Reporting	50	37	37	44
B5 Leveraging Resources & Career Pathways	50	48	35	35
B Total Score	250	223	192	198
C = Budget Proposal (Attachment B)				
C1 Budget/Estimate of Annual Costs	50	50	34	39
C2 Budget Narrative	50	37	31	44
C Total Score	100	87	65	83
Combined Total Score (A+B+C)	500	444	375	397
Rank Based on Scores - 1 = Best		1	3	2
Comments: See detailed comments on each respondents scoring page and Comments Summary.				

Intermediary RFP - Manufacturing Sector
 Respondents Scoring Summary
 As of 11/7/2017 - 1:04 PM

Scoring Elements	Max. Score	BIA of NH Raw Scores	Firebrand International Raw Scores	NH MEP Raw Scores	Thomas P. Miller & Associates Raw Scores
A = Organizational Experience & Capabilities					
A1 Contractor Data Sheet					
A2 Experience/Capacity in SOW	50	46	33	48	43
A3 Personnel Experience	50	39	41	48	45
A4 Financial Stability	50	40	24	47	40
A Total Score	150	125	98	143	128
B = Detailed Experience and Qualifications					
B1 Meeting Planning, Coordination & Support	50	46	34	50	35
B2 Work Plan Development & Implementation	50	45	29	50	42
B3 Communication, Recruitment, Outreach	50	44	31	45	37
B4 Data Management & Reporting	50	37	25	39	44
B5 Leveraging Resources & Career Pathways	50	48	33	48	37
B Total Score	250	220	152	232	195
C = Budget Proposal (Attachment B)					
C1 Budget/Estimate of Annual Costs	50	50	36	49	39
C2 Budget Narrative	50	37	31	45	44
C Total Score	100	87	67	94	83
Combined Total Score (A+B+C)	500	432	317	469	406
Interview Score on 10/9/2017	250	135	0	148	0
Grand Total Score	750	567	317	617	406
Rank Based on Scores - 1 = Best		2	4	1	3

Intermediary RFP - Tech Sector
 Respondents Scoring Summary
 As of 11/7/2017 - 1:04 PM

Scoring Elements	Max. Score	Millennium/BIA Raw Scores	NH High Tech Council Raw Scores	Thomas P. Miller & Associates Raw Scores
A = Organizational Experience & Capabilities				
A1 Contractor Data Sheet				
A2 Experience/Capacity in SOW	50	37	43	39
A3 Personnel Experience	50	41	43	45
A4 Financial Stability	50	38	45	37
A Total Score	150	116	131	121
B = Detailed Experience and Qualifications				
B1 Meeting Planning, Coordination & Support	50	44	40	35
B2 Work Plan Development & Implementation	50	37	44	44
B3 Communication, Recruitment, Outreach	50	44	47	35
B4 Data Management & Reporting	50	40	38	42
B5 Leveraging Resources & Career Pathways	50	44	45	37
B Total Score	250	209	214	193
C = Budget Proposal (Attachment B)				
C1 Budget/Estimate of Annual Costs	50	50	49	41
C2 Budget Narrative	50	39	41	46
C Total Score	100	89	90	87
Combined Total Score (A+B+C)	500	414	435	401
Rank Based on Scores - 1 = Best		2	1	3

Comments: See detailed comments on each respondents scoring page and Comments Summary.

Intermediary RFP - Hospitality Sector
 Respondents Scoring Summary
 As of 11/7/2017 - 1:03 PM

Scoring Elements	Max. Score	NH Lodging & Rest. Assn. Ave. All Scores	Thomas P. Miller & Associates Ave. All Scores
A = Organizational Experience & Capabilities			
A1 Contractor Data Sheet			
A2 Experience/Capacity in SOW	50	46	41
A3 Personnel Experience	50	48	41
A4 Financial Stability	50	40	42
A Total Score	150	134	124
B = Detailed Experience and Qualifications			
B1 Meeting Planning, Coordination & Support	50	46	35
B2 Work Plan Development & Implementation	50	47	42
B3 Communication, Recruitment, Outreach	50	48	33
B4 Data Management & Reporting	50	39	45
B5 Leveraging Resources & Career Pathways	50	48	37
B Total Score	250	228	192
C = Budget Proposal (Attachment B)			
C1 Budget/Estimate of Annual Costs	50	42	37
C2 Budget Narrative	50	46	44
C Total Score	100	88	81
Combined Total Score (A+B+C)	500	450	397
Rank Based on Scores - 1 = Best		1	2

Comments: See detailed comments on each respondents scoring page and Comments Summary.

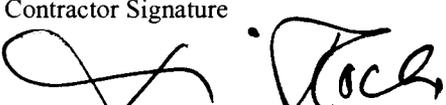
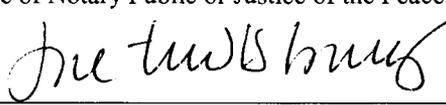
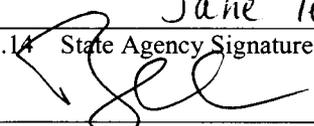
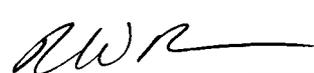
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 (Office of Workforce Opportunity)		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Business and Industry Association of New Hampshire		1.4 Contractor Address 122 North Main Street, Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-5388	1.6 Account Number 10-022-14530000-500731	1.7 Completion Date December 6, 2018	1.8 Price Limitation \$79,860.00
1.9 Contracting Officer for State Agency Jacqueline Heuser, Director, OWO		1.10 State Agency Telephone Number 603-271-7275 ext 184	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jim Roche, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>November 8, 2017</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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jane Tewksbury - Notary</u>			
1.14 State Agency Signature 		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>11/15/17</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.

Contractor Initials JK
Date 11/8/17

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 cost reimbursement agreement for services between the Business and Industry Association of New Hampshire, henceforth known as BIA, and the Department of Business and Economic Affairs, Office of Workforce Opportunity (“OWO”) will be for a term beginning December 6, 2017 or upon Governor and Executive Council approval, whichever comes later, and terminating on December 6, 2018 or twelve months from the approved contract date. Total payments under this agreement shall not exceed **\$79,860** 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) Governor's Discretionary funds administered by the Department of Business and Economic Affairs (“DBEA”) through the Office of Workforce Opportunity. The federal funds to support this contract were authorized by the Board, and approved by the Governor to support the ongoing development of sector partnerships in New Hampshire. Specifically, these funds shall be used for the provision of sector intermediary services consistent with the deliverables identified in the Sector Partnership Intermediary Services Request for Proposals issued by OWO on behalf of the Sector Partnership Initiative (SPI) state team on August 14, 2017 and as further delineated in the Deliverables and Timeframe section below.

DESCRIPTION OF SERVICES

“Sector Partnerships Initiatives” (SPI) refers to sector initiatives (also called sector partnerships) that are regional, employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. Sector initiatives rely on industry champions to elevate awareness and credibility to the program. Workforce intermediaries (or conveners) are also used to engage employers and other key stakeholders; to develop expertise in the industry of focus; and to coordinate information and resources to develop and implement effective and coordinated workforce solutions.

Building on the foundation work of the SPI and other key stakeholders, the intermediary will work closely with the SPI project director and DBEA staff to establish a framework of operation for the future that is aligned with the following:

Department of Business & Economic Affairs Office of Workforce Opportunity

- DBEA’s overarching approach to “Talent Attraction”
- SPI team marketing campaign with Cookson Communications
- NH Works American Job Centers - i.e., **R**etaining existing workers/companies; **A**tttract new workers/companies; **C**reate a pipeline of skilled workers and **E**xpand the skills of current workers to meet new industry needs (Talent RACE).

A primary function of the intermediary will be to identify, document, coordinate, and expand as appropriate, the existing resources for addressing current workforce needs, and to create new opportunities to address deficiencies. Through a process of “strategic doing” the intermediary will work with key stakeholders to Explore (e.g., develop ideas about what we can do together; gain insights); Focus (e.g., choose what to do; initiatives); Align (e.g. Identify and align resources to specific initiatives; action plans); and, Execute and measure results (evaluations).

Specifically, the role of the intermediary shall, at a minimum include the following responsibilities:

- Guide a planning process to identify the Sector Partnerships’ goals and work plan
- Coordinate partnership meetings – craft agenda in collaboration with the lead sector champions, prepare materials and secure venue, and follow-up after partnership meetings, providing meeting summaries and next steps
- In concert with the lead sector champions, recruit stakeholders/champions in every region for active engagement
- Engage workforce system, education and training providers, community-based organizations, and other key stakeholders in partnership meetings
- Help align the education, training, and other workforce services in regions to eliminate gaps in service, reduce duplication of effort, and assure a seamless delivery of workforce services
- Access diverse financial resources from public, private, and philanthropic sources to support workforce services, and (in partnership with SPIT) sustain the partnerships
- Build and maintain database of stakeholders
- Facilitate solutions and action steps at partnership meetings to advance progress on strategy
- Develop an internal/external communication plan, to update employers, workforce development stakeholders, and state and regional leadership.
- Report on progress of the partnerships to the SPIT on a monthly basis
- Serve as a single point of contact on all inquiries relating to the partnership.
- Meeting planning, coordination and support

DELIVERABLES AND TIMEFRAME

The BIA shall provide the services outlined below consistent with the timeframes assigned to each deliverable. The SPI Project Director shall serve as the primary contact for the Intermediary. All work plans, reports, meeting related documents and other required deliverables, shall be submitted to the SPI Project Director. He will provide direct and on-going feedback and direction on behalf of the SPI team. The Proposal for Sector Partnership Intermediary Services, submitted by the BIA, is incorporated by reference.

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A. Sustainability Plan

March 2018 & September 2018

It is understood that the State Board will provide the financial support for the first year of sector intermediary services, with sustainability maintained by the business community moving forward. The intermediary shall be responsible for developing an initial plan for sustainability within the first three months of the contract period. The plan shall be submitted to the SPI Project Director for review and approval. A subsequent, final plan shall be developed no later than 9 months from the contract effective date. The final plan shall be presented to the State Workforce Innovation Board at the September 19, 2018 meeting.

B. Meeting Planning, Coordination and Support

Ongoing - 12 Months

- Coordinate partnerships meetings – craft agenda in collaboration with sector champions, prepare materials and secure venue, and follow-up after Partnerships meetings, providing meeting summaries and next steps
- Facilitate solutions and action steps at partnerships meetings to advance progress on strategy
- Engage workforce system, education and training providers, community-based organizations, and other key stakeholders in Partnerships meetings
- Serve as a single point of contact on all inquiries relating to the Partnerships.

C. Work Plan – Development and Implementation

January 2018 & Ongoing 12 Months

- The intermediary shall be responsible for developing an initial work plan within the first 30 days of the contract period.
- Guide a planning process to identify the sector partnership's goals and work plan
- Collaborate with Sector Champion to implement the work plan

D. Communication, Recruitment, Outreach and Marketing

Ongoing - 12 Months

- Develop an internal/external communication plan, to update employers, workforce development stakeholders, and state and regional leadership.
- In concert with Chair and Vice Chair, recruit stakeholders/champions in every region for active engagement.

E. Data Management and Reports

Ongoing - 12 Months

- It is understood that all sector intermediaries under contract with DBEA/OWO will utilize the Neoserra tracking system for recording information related to business contacts. The DBEA shall provide direct access to the system upon execution of this contract.
- Build and maintain database of stakeholders to support outreach, communication, and program development.



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- Monthly progress and activities reports specific to partnership development and contract deliverables.

F. Leveraging Resources and Career Pathways

Ongoing - 12 Months

- Help align the education, training, and other workforce services in regions to eliminate gaps in service, reduce duplication of effort, and assure a seamless delivery of workforce services
- Identification of public and private resources available for workforce development relevant to the work being proposed by the partnerships;
- Access diverse financial resources from public, private, and philanthropic sources to support workforce services, and (in partnerships with SPIT) sustain the Partnerships
- Identify and maintain career pathways specific to industry needs; coordinate with exiting career pathway efforts

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EXHIBIT B
PRICE LIMITATION

This contract is funded with WIOA Discretionary Funds (CDFR #17.258; 17.278; 17.259). As required under WIOA, these funds have been recommended for use to support sector initiatives by the State Workforce Innovation Board, and approved by the Governor of New Hampshire.

Total agreement not to exceed: \$79,860

This amount is further delineated as follows:

Summary of Estimated Costs

Line Item	Direct Charge	Indirect Charge	Total
Personnel			
Salary	\$47,000		
Benefits	14,100		
Travel	3,000		
Supplies	1,500		
Marketing , Outreach & Communications	5,000		
Other: Meetings, collaborations, events	2,000		
Grand Totals	\$72,600	\$7,260	\$79,860

TERMS OF PAYMENT

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

Payment shall be to: Business and Industry Association of New Hampshire
122 North Main Street
Concord, NH 03301

1. Invoices shall be submitted monthly and signed by an authorized representative of the Business and Industry Association of New Hampshire.

Department of Business & Economic Affairs Office of Workforce Opportunity

2. Supporting documentation, as mutually agreed to by the Business and Industry Association of New Hampshire and OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced.
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 invoice shall be submitted within 30 days of contract end date.

STANDARD EXHIBIT C - SPECIAL PROVISIONS

As a condition of this contract agreement the Business and Industry Association of New Hampshire agrees to the following:

- BIA 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 contracts held by the BIA.
- 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.

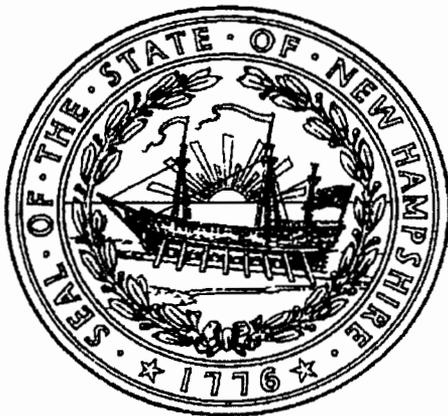
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BUSINESS AND INDUSTRY ASSOCIATION OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 03, 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: 62009



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Linda Fanaras, hereby certify that I am duly elected Board Chair of
(Name)

Business & Industry Association of NH. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on September 26th, 2017
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jim Roche, President is duly authorized to enter a
(Name and Title)

Contract on behalf of Business & Industry Association of NH with the
(Name of Corporation or LLC)

of State of New Hampshire and any of its agencies or departments and further is
authorized to execute any documents which may in his/her judgment be
desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of November 8, 2017 . I further certify that it is understood that the
State of New Hampshire will rely on this certificate as evidence that the person listed above currently
occupies the position indicated and that they have full authority to bind the corporation to the specific
contract indicated.



DATED: 11/8/2017

ATTEST: _____
*(Name and Title) – Linda Fanaras, BIANH
Board Chair*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2017

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 Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Donna Deyo PHONE (A/C, No, Ext): (603) 668-3311 E-MAIL ADDRESS: donna@wizinsurance.com FAX (A/C, No): (603) 668-8413													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Citizens Insurance Company of</td> <td>31534</td> </tr> <tr> <td>INSURER B:</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Company of	31534	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Business & Industry Assn. of N.H., Inc. 122 North Main Street Concord NH 03301														

COVERAGES	CERTIFICATE NUMBER: 17-18 Basic	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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OBVD075956-01	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits Occ \$ 1,000,000
	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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER 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)

CERTIFICATE HOLDER Karen.smith@dred.nh.gov State of New Hampshire Dept of Business & Economic Affairs 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 Robert Wieczorek/DMD
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