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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT

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

April 26, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development's Office of International Commerce to enter into a **RETROACTIVE** contract amendment with Wedu, Inc. (VC #158621), Manchester, NH in the amount of \$100,000 to provide a marketing strategy and streamlined website for the New Hampshire Aerospace and Defense Export Consortium (NHADEC), in compliance with a grant awarded by the US Department of Defense through the Office of Economic Adjustment, by extending the completion date from May 31, 2016 to September 30, 2016 upon Governor and Executive Council approval. No additional funding is involved in this time extension. The original contract was approved by the Governor and Executive Council on March 9, 2016, Item #72. **100% Federal Funds**

EXPLANATION

This request is to amend the Time of Performance and the Contract Term for the marketing and strategy contract with Wedu, Inc. The request is made as the Department recently applied for and received a no-cost extension of the Office of Economic Adjustment grant that extends the end date of the total grant until September 30, 2016. The extension of the grant through September 30, 2016 was approved by both the Fiscal Committee and Governor and Executive Council. Due to the need to get the grant extension approved first, the Department is now requesting a no-cost retroactive extension through September 30, 2016, in order to align the completion date of the contract with Wedu, Inc. with the Federal grant end date.


The purpose of this contract, through coordination with the Office of International Commerce, will be to develop an effective marketing strategy and to redesign the New Hampshire Aerospace and Defense Export Consortium's (NHADEC) website. The objective is to increase NHADEC's website usability, increase NHADEC's global and regional reach and collaboration, and to improve NHADEC's branding.


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

Respectfully Submitted,

Concurred,

(A-U)


Carmen Lorentz
Director


Jeffrey J. Rose
Commissioner

Amendment of P-37 Contract Agreement

The Department of Resources and Economic Development and Wedu, Inc., hereby mutually agree to amend the contract for Wedu to provide strategy and direction for, plus development of, a streamlined and effective website and marketing strategy for the New Hampshire Aerospace and Defense Export Consortium (NHADEC), in compliance with a grant awarded by the US Department of Defense through the Office of Economic Adjustment, originally approved by the Governor and Executive Council on March 9, 2016, Item #72, with a completion date of May 31, 2016, as follows:

1. Amend Exhibit A, Time of Performance, by extending the completion date to September 30, 2016 from the original completion date of May 31, 2016.
2. Amend Exhibit B, Contract Terms, by extending the completion date to September 30, 2016 from the original completion date of May 31, 2016;
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

Wedu, Inc.

Sean Owen
Sean Owen, CEO

4-13-16
Date

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 13th day of April 2016, before me Denise J. Gendron, the undersigned officer, personally appeared Sean M. Owen, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Denise J. Gendron
Notary Public

My Commission Expires: January 11, 2017



Department of Resources and Economic Development

Jeffrey J. Rose
Jeffrey J. Rose, Commissioner

Jeffrey J. Rose 5/4/16
Date

Approved as to form, substance and execution:

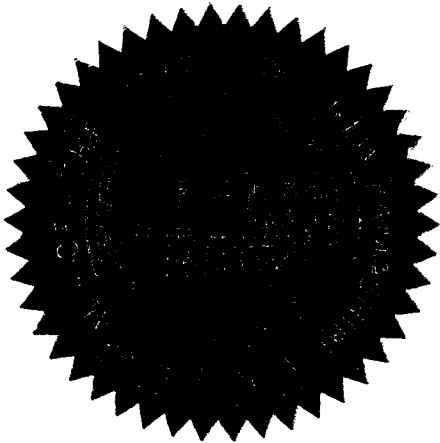
[Signature]
Attorney General

5/13/16
Date

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 Wedu, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 31, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



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 April, A.D. 2016

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



creative **strategic marketing** innovations

April 13, 2016

Nathaniel Nelson
Office of International Commerce
Division of Economic Development
New Hampshire Department of Resources and Economic Development
172 Pembroke Road
Concord NH 03301

Dear Nate:

This letter is to certify that I, Sean Owen, am 100% shareholder of wedu, Inc. an S-Corporation which is registered in good standing with the Secretary of State in the state of New Hampshire.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I, Sean Owen, occupy the position of President, Vice-President, Secretary and Treasurer for the aforementioned S-Corporation. As such, I have full authority to bind the business.

Dated: 4-13-2016

Attest:

A handwritten signature in black ink, appearing to read "Sean Owen". The signature is fluid and cursive.

Sean Owen, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2015

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 Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110		CONTACT NAME: Michael Eaton PHONE (A/C, No, Ext): (617) 723-7775 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Insurance of America	
		INSURER B: Hanover Insurance Companies	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 GL, Auto, UMB & WC 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.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		OBV8634713	9/1/2015	9/1/2016	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS			AWVA34703801	7/1/2015	7/1/2016	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE			OBV8634713	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 2,000,000
	DED RETENTION \$						AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WBV863045912	9/1/2015	9/1/2016	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 New Hampshire Division of Economic Development is Additional Insured under the general liability policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Division of
 Economic Development
 172 Pembroke Road
 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

James Hays/MCROSB 



Item # 12 5/9/16

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT

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

January 26, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development, Office of International Commerce to enter into a contract with Wedu, Inc. (VC #158621), Manchester, NH in the amount of \$100,000 to provide a marketing strategy and streamlined website for the New Hampshire Aerospace and Defense Export Consortium in compliance with a grant awarded by the US Department of Defense through the Office of Economic Adjustment upon Governor and Executive Council approval through May 31, 2016. **100% Federal Funds**

Funding is available as follows:

	<u>FY 2016</u>
03-35-35-350510-52700000	
OEA Grant	
102-500731 Contracts for Program Services	\$100,000

EXPLANATION

The purpose of this contract, through coordination with the Office of International Commerce, will be to develop an effective marketing strategy and to redesign the New Hampshire Aerospace and Defense Export Consortium's (NHADEC) website. The objective is to increase NHADEC's website usability, increase NHADEC's global and regional reach and collaboration, and to improve NHADEC's branding.

On August 26, 2015, a Request for Proposals for "*Aerospace and Defense Consortium Website and Marketing Strategy*" was advertised on the Department of Administrative Services' website. Twelve (12) companies submitted proposals by the closing date of September 25, 2015. Following an initial review of the submitted proposals, the review panel conducted interviews of the top five (5) proposals. Wedu, Inc. was subsequently recommended based on the scoring provided by the review panel. A summary of the scoring and list of review panel members is attached for your information.

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

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

Respectfully Submitted,

Concurred,

(172)

Carmen Lorentz
Director

Jeffrey J. Rose
Commissioner

Proposal Evaluation for Website and Marketing Strategy Development for the New Hampshire Aerospace and Defense Export Consortium

The Division of Economic Development – Office of International Commerce (OIC) issued a Request for Proposal (RFP) on August 28, 2015 for a marketing firm to design and development a website and marketing strategy for the New Hampshire Aerospace and Defense Export Consortium (NHADEC). This sector is noted as one with high growth potential and opportunities for companies at various parts of the supply chain.

The deadline for submitting responses to the RFP was September 25, 2015. The twelve companies listed below submitted proposals by the deadline and each was scored based on category 1 through 4 of the Criteria for Scoring.

- Altos
- Catchfire
- Drive Brand Studios
- Kirk Communications
- Millennium Integrated Marketing
- Signature
- Wedu
- Ameex
- Jesse James Marketing
- Mainspire
- Raka
- Taoti

Subsequently, the review panel narrowed the field of twelve proposals to the five highest scoring companies. These five companies completed an exercise/interview process which was then scored based on category 5 of the Criteria for Scoring. Below is an overview of scoring for the five companies. The scoring results of all twelve companies are attached.

Review Panel	Companies				
	Wedu	Taoti	Altos	Raka	Mainspire
Tina Kasim DRED – OIC	100.5	100	88	76	84.5
Nathaniel Nelson DRED - OIC	107	109.2	103.8	77	88.3
Stephanie McLaughlin NHADEC Board Member	101	98	66	82	40
Dawn Wivell Exec Dir NHADEC	90	86.5	89	78	82
<i>Total Average Score</i>	398.5	393.7	346.8	313	294.8

Criteria for Scoring:

1. Experience and Qualifications	Maximum Points:	10
2. Strategy and Methodology	Maximum Points:	60
3. Prior Work and Performance	Maximum Points:	10
4. Cost of Services	Maximum Points:	<u>20</u>
	Maximum Score:	100
5. Exercise and Interview	Maximum Points	<u>10</u>
	Maximum Score:	110

The review panel's recommendation is to award this contract to Wedu based on the scores for the abovementioned criteria.

RFP - Website and Marketing Strategy Development for the NHADEC: October 2015

Business Name: <i>Wedu</i>						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview Max Points (10)	TOTAL
Tina Kasim DRED - OIC	9	55	9.5	18	9	100.5
Nathaniel Nelson DRED - OIC	8.5	60	8.5	20	10	107
Stephanie McLaughlin NHADEC Board Member	10	55	9	18	9	101
Dawn Wivell Exec Dir NHADEC	9	55	8	10	8	90
Grand Total:						398.5

Business Name: <i>Taoti</i>						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview Max Points (10)	TOTAL
Tina Kasim DRED - OIC	9	55.5	9	18	8.5	100
Nathaniel Nelson DRED - OIC	9.7	60	10	20	9.5	109.2
Stephanie McLaughlin NHADEC Board Member	9	54	9	18	8	98
Dawn Wivell Exec Dir NHADEC	8	53	8	10	7.5	86.5
Grand Total:						393.7

RFP - Website and Marketing Strategy Development for the NHADEC: October 2015

Business Name: <i>Alfos</i>						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview Max Points (10)	TOTAL
Tina Kasim DRED - OIC	4	55	7	17	5	88
Nathaniel Nelson DRED - OIC	9.3	56	10	19	9.5	103.8
Stephanie McLaughlin NHADEC Board Member	7	40	7	7	5	66
Dawn Wivell Exec Dir NHADEC	8	55	8	12	6	89
Grand Total:						346.8

Business Name: <i>Raka</i>						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview Max Points (10)	TOTAL
Tina Kasim DRED - OIC	6	49	7	10	4	76
Nathaniel Nelson DRED - OIC	5	40	8	19	5	77
Stephanie McLaughlin NHADEC Board Member	7	45	6	18	6	82
Dawn Wivell Exec Dir NHADEC	7	50	7	10	4	78
Grand Total:						313

RFP - Website and Marketing Strategy Development for the NHADEC: October 2015

Business Name: <i>Mainspire</i>						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview Max Points (10)	TOTAL
Tina Kasim DRED - OIC	7	53.5	8	11	5	84.5
Nathaniel Nelson DRED - OIC	9.3	44	10	20	5	88.3
Stephanie McLaughlin NHADEC Board Member	4	20	4	12	0	40
Dawn Wivell Exec Dir NHADEC	7	53	7	10	5	82
Grand Total:						294.8

Business Name: <i>Ameex</i>						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview N/A	TOTAL
Tina Kasim DRED - OIC	6	54	7	18		85
Nathaniel Nelson DRED - OIC	5	40	6.5	15		66.5
Stephanie McLaughlin NHADEC Board Member	5	30	8	6		49
Dawn Wivell Exec Dir NHADEC	7	35	8	10		60
Grand Total:						260.5

RFP - Website and Marketing Strategy Development for the NHADEC: October 2015

Business Name: Kirk Communications						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview N/A	TOTAL
Tina Kasim DRED - OIC	7	55	8	18		88
Nathaniel Nelson DRED - OIC	9	44	10	18		81
Stephanie McLaughlin NHADEC Board Member	4	28	4	10		46
Dawn Wivell Exec Dir NHADEC	4	26	4	10		44
Grand Total:						259

Business Name: Signature						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview N/A	TOTAL
Tina Kasim DRED - OIC	9	50	8	15		82
Nathaniel Nelson DRED - OIC	8.3	50	8	20		86.3
Stephanie McLaughlin NHADEC Board Member	4	24	5	10		43
Dawn Wivell Exec Dir NHADEC	5	25	6	10		46
Grand Total:						257.3

RFP - Website and Marketing Strategy Development for the NHADEC: October 2015

Business Name: Drive Brand Studios						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview N/A	TOTAL
Tina Kasim DRED - OIC	6	53	8	16		83
Nathaniel Nelson DRED - OIC	6.5	40	8	20		74.5
Stephanie McLaughlin NHADEC Board Member	5	26	5	10		46
Dawn Wivell Exec Dir NHADEC	4	30	7	10		51
Grand Total:						254.5

Business Name: Catchfire						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview N/A	TOTAL
Tina Kasim DRED - OIC	5	55	7	20		87
Nathaniel Nelson DRED - OIC	5	40	8	19		72
Stephanie McLaughlin NHADEC Board Member	4	20	4	12		40
Dawn Wivell Exec Dir NHADEC	5	25	5	15		50
Grand Total:						249

RFP - Website and Marketing Strategy Development for the NHADEC: October 2015

Business Name: Mellenium Integrated Marketing						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview N/A	TOTAL
Tina Kasim DRED - OIC	4	54	7	18		83
Nathaniel Nelson DRED - OIC	6.3	38	8	20		72.3
Stephanie McLaughlin NHADEC Board Member	5	25	4	10		44
Dawn Wivell Exec Dir NHADEC	5	25	5	10		45
Grand Total:						244.3

Business Name: Jesse James Creative						
	Experience and Qualifications Max Points (10)	Strategy and Methodology Max Points (60)	Prior Work and Performance Max Points (10)	Cost of Services Max Points (20)	Exercise and Interview N/A	TOTAL
Tina Kasim DRED - OIC	7	52	8	18		85
Nathaniel Nelson DRED - OIC	5	38	8	18		69
Stephanie McLaughlin NHADEC Board Member	5	25	5	0		35
Dawn Wivell Exec Dir NHADEC	4	20	5	5		34
Grand Total:						223


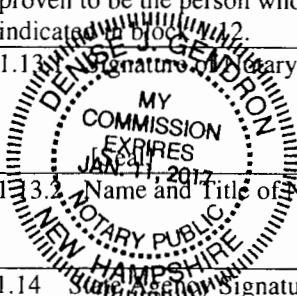

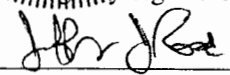
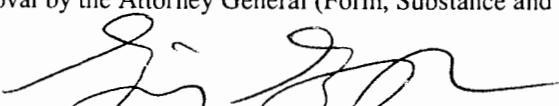
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd Concord, NH 03301	
1.3 Contractor Name Wedu, Inc.		1.4 Contractor Address 20 Market Street Manchester NH 03101	
1.5 Contractor Phone Number 603-703-0788	1.6 Account Number 03-35-35-350510-52700000-102-500731	1.7 Completion Date May 31, 2016	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Tina Kasim, Program Director Office of International Commerce		1.10 State Agency Telephone Number 603-271-8444	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean Owen, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Nov. 17, 2015</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 Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Denise J. Gendron, Notary			
1.14 Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/8/16</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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT**

**NH Aerospace and Defense Export Consortium
Website Design and Marketing Strategy Development**

EXHIBIT A

Scope of Services – This Contract Agreement, by and between the State of New Hampshire Department of Resources and Economic Development, hereinafter called the “State,” and Wedu, Inc., hereinafter called “Wedu,” is for Wedu to design and launch a streamlined and effective website and marketing strategy for the New Hampshire Aerospace and Defense Export Consortium (NHADEC).

Time of Performance – The services of Wedu shall commence upon Governor and Executive Council approval. All of the services required and performed hereunder shall be completed no later than May 31, 2016 per the OEA grant term.

Personnel

- Wedu shall secure all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by Wedu or the State, or under the State’s supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

Phases to Scope of Work

- Discovery/Strategy
- Web Design/Development
- Digital Marketing Strategy

Discovery/Strategy Phase:

In the Discovery/Strategy phase, the contractor will work with representatives of the Office of International Commerce (OIC) and NHADEC to discover:

- The internal and external audiences and what they need from NHADEC’s website;
- The existing technology and whether it can be preserved or if it needs to be abandoned;
- Other items, as requested by the contractor, necessary for the development of a successful website strategy; and
- Develop a strategy for developing the website, and present that to the working group.

Web Design/Development Phase:

- Develop wire frames for the different types of pages identified in the content strategy.
- Develop a modern and professional design for the site, taking into account the audiences that will be using the site.
- Develop or modify the necessary technology, based on findings from the discovery phase.
- Configure the NHADEC website for current best-practice search engine optimization, Google ranking, analytics, and security functionality.
- Develop on-line tools aimed at building awareness of the consortium and its capabilities.
- Develop or modify existing tools to create a NHADEC members-only portal with on-line tools designed to share information, facilitate discussions, address policy, and represent a collective voice for the statewide sector.

- Develop online tools to encourage and facilitate the capture of international inquiries on consortium capabilities.
- Develop the site using a modern Content Management System with feature-rich elements that can be updated and maintained by OIC and NHADEC personnel without vendor assistance.
- Develop the ability for reports to be generated that can feed regional, collaborative efforts.
- Integrate NHADEC's existing social media presence with the website.
- Integrate a membership management system.
- Perform all keyword mapping and development of page titles, page descriptions and Meta information.
- Deliver a fully functional, mobile responsive site that meets all expectations developed during the Discovery/Strategy phase.

Digital Marketing Strategy Phase:

- Develop a marketing strategy as a “playbook” that NHADEC can implement in the 12-18 months after the website is launched.
- Identification of domestic and international awareness-building opportunities that promote the consortium and its activities.
- Identification of qualified opportunities for paid promotion of the site, including but not limited to Adwords, search, display and banner ads, social advertising, including estimated budgets.
- A review of the consortium's current outreach, branding and online efforts in order to provide recommendations on industry best-practices.
- Development of marketing campaigns to reach prospective new members, national and international partners and opportunities.
- Development of a domestic social media strategy, including identifying appropriate social channels and research of existing players in the market.
- Recommendations for an international social media strategy, focused on achieving the goals identified during the Discovery phase.

Wedu shall be responsible for:

- Coordinating and collaborating with the working group, made up of the OIC team and representatives from NHADEC's board of directors and membership committees.
- Creating a comprehensive project plan with phases outlined and juncture points for decision-making, sign off and the need for contributions from the working group clearly outlined.
- Creating and adhering to a communications plan so that the working group stays informed and abreast of progress, including any roadblocks or challenges encountered during the project.
- Informing the working group of any roadblocks or challenges encountered in a timely fashion so that solutions can be identified and forward progress can be maintained.

EXHIBIT B

Anticipated Expenses

Description	
Discovery / Strategy	
Initial project and engagement planning, client and team meetings, preliminary recommendations for strategy and website design	\$6,500
Web Design/Development	
Public facing website development Member area development	\$65,000
Digital Marketing Strategy	
Outreach communications Campaign recommendations and outline Drive member recruitment/partner recruitment Develop social media strategy Drive inquiries	\$28,500
GRAND TOTAL:	
\$100,000	

Terms - The terms of the contract shall commence upon Governor and Executive Council approval and be completed no later than May 31, 2016.

Payment Method

- Wedu shall submit invoices to the State on a monthly basis, based on actual expenses. Invoices shall show current and cumulative expenses incurred to date as well as respective copies of payments to outside vendors. The State shall pay Wedu within 30 days of receipt and approval of invoice.
- The Wedu shall submit its final invoice no later than 60 days after the end of the OEA grant term.
- All Wedu invoices shall be submitted to:

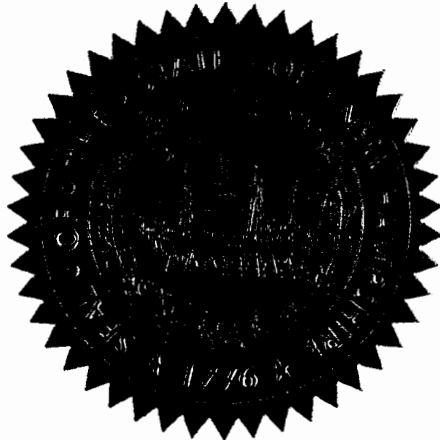
Tina Kasim, Program Director
DRED Office of International Commerce
172 Pembroke Road
Concord, New Hampshire 03301

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 Wedu, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 31, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of November, A.D. 2015



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

William M. Gardner
Secretary of State

January 23, 2016


Nathaniel Nelson
Office of International Commerce
Division of Economic Development
New Hampshire Department of Resources and Economic Development
172 Pembroke Road
Concord NH 03301

Dear Nate:

This letter is to certify that I, Sean Owen, am 100% shareholder of wedu, inc. an S-Corporation which is registered in good standing with the Secretary of State in the state of New Hampshire.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I, Sean Owen, occupy the position of President, Vice-President, Secretary and Treasurer for the aforementioned S-Corporation. As such, I have full authority to bind the business.

Dated: 1-23-2016

Attest: 
Sean Owen, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2015

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 Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110	CONTACT NAME: Michael Eaton	
	PHONE (A/C No. Ext): (617) 723-7775	FAX (A/C No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Insurance of America		31534
INSURER B: Hanover Insurance Companies		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15-16 GL, Auto, UMB & WC 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			OBV8634713	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GENERAL AGGREGATE \$ 2,000,000						
B	AUTOMOBILE LIABILITY			AWVA34703801	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	\$						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			OBV8634713	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WBV863045912	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 New Hampshire Division of Economic Development is Additional Insured under the general liability policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Division of
 Economic Development
 172 Pembroke Road
 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

James Hays/MCROSB 