



April 14, 2022

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, Division of Economic Development, Office of International Commerce to amend an existing contract (Contract #1083929 and 1083930) with the Granite State District Export Council (VC#221380), Dover, NH, by increasing the price limitation by \$106,109.56 from \$260,492 to \$366,601.56 with no change in the contract completion date to provide financial administration, oversight and reporting services in compliance with federal grants received under the State Trade Expansion Program and the Market Development Cooperator Program effective upon approval of Governor and Executive Council and through September 30, 2026. The original contract was approved by Governor and Executive Council on December 22, 2021, item #61. **100% Federal Funds**

Funding is contingent upon Governor and Executive Council approval of an appropriation adjustment on the May 4, 2022 Governor and Executive Council meeting. Funds will be available in the following accounts upon approval:

<b>State Trade &amp; Export IXE 03-22-22-220510-13910000</b>		<b>FY 22 Budget</b>
Expense		
102-500731	CONTRACTS FOR PROGRAM SERVICES	\$6,725.00
	Total Expense	\$6,725.00

<b>State Trade &amp; Export Promo 03-22-22-220510-14510000</b>		<b>FY 22 Budget</b>
Expense		
102-500731	CONTRACTS FOR PROGRAM SERVICES	\$99,384.56
	Total Expense	\$99,384.56

**EXPLANATION**

The Department of Business and Economic Affairs (BEA) was awarded funds for Fiscal Year 2022 under the U.S. Small Business Administration's State Trade Expansion Program grant program (STEP) to provide financial assistance to New Hampshire businesses.

There are two main changes to the existing contract covered in this proposed amendment. The first change would transfer funds previously allocated for BEA staff travel to support businesses at the Singapore Air Show and the second would transfer remaining funds in an expired STEP contract funded

by the U.S. Small Business Administration grant. These transferred funds would both support direct assistance and programming to New Hampshire businesses for activities to help increase their exports.

The funds covered by this proposed amendment are Federal funds, awarded to the State of New Hampshire and accepted by Governor and Executive Council previously, and are designed to be used to support New Hampshire businesses. The funds will be used to directly support small businesses in New Hampshire as they seek to export products or services to new markets and in some cases export those products or services for the first time.

In the event Federal funds are no longer available, State funds will not be requested for this contract.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "T. Caswell". The signature is written in a cursive style with a large initial "T" and "C".

Taylor Caswell  
Commissioner

**Contract Agreement with Granite State District Export Council  
for financial administration, oversight and reporting services  
(State Trade Expansion Program (STEP) and Market Cooperator Development Program (MDCP))**

**AMENDMENT**

This Agreement (hereinafter called the Amendment) dated the 12<sup>th</sup> day of April 2022 is by and between the State of New Hampshire, acting by and through its Department of Business and Economic Affairs (BEA), Division of Economic Development (hereinafter referred to as the State) and Granite State District Export Council.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on December 22, 2021, Item #61, Granite State District Export Council agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, Granite State District Export Council and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - A. The Price Limitation as set forth in paragraph 1.8 of the Agreement shall be increased by \$106,109.56, from \$260,492.00 to \$366,601.56.
  - B. Exhibit B shall be changed to include the following: The DEC shall establish three separate accounts, two for the STEP grants (one each for each grant) and one for the MDCP grant and maintain three separate record keeping systems for each grant consistent with the requirements of each grant program.
  - C. Exhibit C shall be changed to incorporate additional Anticipated Expenses for STEP 9, and shall be changed to incorporate repurposing money that was not used on the Singapore Air Show for Financial Assistance Awards.
2. Effective Date of Amendment: This Amendment shall take effect upon approval by Governor and Executive Council.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.


                      
4/12/2022

**Contract Agreement with Granite State District Export Council  
for financial administration, oversight and reporting services  
(State Trade Expansion Program (STEP) and Market Cooperator Development Program (MDCP))**

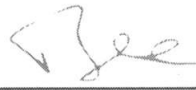
**AMENDMENT**

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

Granite State District Export Council

By:   
Joseph Kenney, Treasurer

THE STATE OF NEW HAMPSHIRE  
Department of Business and Economic Affairs

By:   
Taylor Caswell, Commissioner

Approved by Attorney General this 19th day of April, 2022, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

*1s/ Stacie M. Measer*

**EXHIBIT A**

No special provisions apply or are required for this contract.

Contractor Initials RM  
Date 4/12/2022

**EXHIBIT B**

Below is the Scope of Services of this Agreement.

Between the date of approval and no later than September 30, 2026, the Granite State District Export Council (hereafter referred to as "DEC") will:

Provide financial administrative and reporting services for the State of New Hampshire, Department of Business and Economic Affairs (hereafter referred to as "State") in order to assist the State in its administration of the State Trade Expansion Program (STEP) grant from the U.S. Small Business Administration and the Market Development Cooperator Program (MDCP) grant from the U.S. Department of Commerce. Services provided shall cover the period each grant is in effect; for the STEP grant, that shall be through September 29, 2022; for the MDCP grant, that shall be through September 30, 2026.

For the grant financial administration services:

- The DEC shall establish three separate accounts, two for the STEP grants (one each for each grant) and one for the MDCP grant, and maintain three separate record keeping systems for each grant consistent with the requirements of each grant program.
- The DEC shall furnish, to the state, all financial information, data, reports, records and/or other information necessary for carrying out the services. No charge shall be made to the State for such information and the State will cooperate with the DEC in every way possible to facilitate the performance of services described in this Contract Agreement.
- The DEC shall obtain approval from the State's Program Director prior to expenditure of any funding for services provided under this contract.
- All original grant invoices for the STEP grant and the MDCP grant and billing shall be retained by the State and shall be available to the DEC upon request.
- The State shall prepare and submit drawdown reimbursement requests to the federal grant awarding agencies.

For reporting services:

- The DEC shall maintain information that the State notes is necessary for carrying out the programs funded by the STEP grant and the MDCP grant, including developing and maintaining web-based information collection forms.
- The State shall serve as the main Point of Contact during the implementation and completion of the STEP grant and MDCP grant for any monitoring visit by staff representatives from the respective federal agencies making the grant award (the Small Business Administration for the STEP grant or the Department of Commerce for the MDCP grant).
- The State shall prepare and submit all required project reporting required by the grants, including but not limited to progress reporting, quarterly reporting, and other reporting included in the agreement between the State and the U.S. Small Business Administration for the STEP grant and between the State and the U.S. Department of Commerce for the MDCP grant.

**EXHIBIT C**

Below is the detailed payment terms of this Agreement:

Contract Price

Total contract shall not exceed: \$366,601.56

Anticipated Expenses – STEP 9

Description	
<b>Financial Assistance Awards</b>	
Reimbursement processing and reconciliation for participating businesses	\$98,217.96
<i>Subtotal</i>	<b>\$98,217.96</b>
<b>Administrative Fees</b>	
Granite State District Export Council	\$1,166.60
<i>Subtotal</i>	<b>\$1,166.60</b>
<b>Grand Total</b>	<b>\$99,384.56</b>

Anticipated Expenses – STEP 9 Extension

Description	
<b>Singapore Air Show 2022</b>	
Booth, marketing and branding	\$44,296.00
<i>Subtotal</i>	<b>\$44,296.00</b>
<b>Financial Assistance Awards</b>	
Reimbursement processing and reconciliation for participating businesses	\$40,236.00
<i>Subtotal</i>	<b>\$40,236.00</b>
<b>Administrative Fees</b>	
Granite State District Export Council	\$1,832.00
<i>Subtotal</i>	<b>\$1,832.00</b>
<b>Grand Total</b>	<b>\$86,364.00</b>

Anticipated Expenses - MDCP

Description	
<b>New Hampshire eGlobal Institute Web Platform</b>	
Develop website resource for training participating businesses	\$30,000.00
<i>Subtotal</i>	<b>\$30,000.00</b>
<b>Financial Assistance Awards</b>	
Reimbursement processing and reconciliation for participating businesses	\$146,689.00
<i>Subtotal</i>	<b>\$146,689.00</b>
<b>Administrative Fees</b>	
Granite State District Export Council	\$4,164.00
<i>Subtotal</i>	<b>\$4,164.00</b>
<b>Grand Total</b>	<b>\$180,853.00</b>

Method of Payment

- Contractor will submit progress reports and invoices to the State on a monthly basis, based actual expenses. Invoices will show current and cumulative fees to date, and shall include copies of payments to outside vendors. The State will pay Contractor within 30 days after receipt of invoices by the Office of International Commerce, Program Director.
- Contractor will submit a final invoice and any associated final reports needed by the State of New Hampshire, as the originator of funding for this contract, within 60 days of the ending date of each

Contractor Initials   *AK*    
 Date   4/16/2022

respective grant programs covered by this contract (for both STEP programs, September 29, 2022; for MDCP, September 30, 2026).

- All Contractor invoices must be sent to:  
Adam Boltik, OIC Program Manager  
NH Department of Business and Economic Affairs  
100 North Main Street, Suite 100  
Concord, NH 03301  
Email: [adam.t.boltik@livefree.nh.gov](mailto:adam.t.boltik@livefree.nh.gov)

Contractor Initials AB  
Date 4/12/2022



Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Donald Tyler, hereby certify that I am duly a member of the  
(Name)  
Granite State District Export Council. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 6, 2020,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Joseph Kenney, Treasurer (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of the

Granite State District Export Council with the State of New Hampshire and any of  
(Name of Corporation )

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 the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 12, 2022

ATTEST: Donald F. Tyler, member  
(Name & Title)



# 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 GRANITE STATE DISTRICT EXPORT COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 24, 1999. 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: 323614

Certificate Number: 0005468628



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of November A.D. 2021.

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

William M. Gardner  
Secretary of State



JOC  
W

December 6, 2021

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, Division of Economic Development, Office of International Commerce to enter into a **SOLE SOURCE** Contract Agreement with the Granite State District Export Council (VC#221380), Dover, NH, in the amount of \$260,492 to provide financial administration, oversight and reporting services in compliance with federal grants received under the State Trade Expansion Program and the Market Development Cooperator Program effective upon approval of Governor and Executive Council and through September 30, 2026. **100% Federal Funds**

Funds are available in FY 2022 – 2023 and anticipated to be available in FY 2024 – 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years, through the Budget Office, if needed and justified, as follows:

<b>State Trade &amp; Export IXE 03-22-22-220510-13910000</b>		<b>FY 22 Budget</b>	<b>FY 23 Budget</b>	<b>FY 24 Budget</b>	<b>FY 25 Budget</b>	<b>FY 26 Budget</b>	<b>FY 27 Budget</b>
Expense							
102-500731	CONTRACTS FOR PROG SVCS	\$79,639	\$0	\$0	\$0	\$0	\$0
	Total Expense	\$79,639	\$0	\$0	\$0	\$0	\$0

<b>Market Development Coop Prog 03-22-22-220510-32630000</b>		<b>FY 22 Budget</b>	<b>FY 23 Budget</b>	<b>FY 24 Budget</b>	<b>FY 25 Budget</b>	<b>FY 26 Budget</b>	<b>FY 27 Budget</b>
Expense							
102-500731	CONTRACTS FOR PROG SVCS	\$85,883	\$29,284	\$20,000	\$20,000	\$20,000	\$5,686
	Total Expense	\$85,883	\$29,284	\$20,000	\$20,000	\$20,000	\$5,686

**EXPLANATION**

The services provided by the Granite State District Export Council (DEC) under this Agreement will assist the Department of Business and Economic Affairs' (BEA) Office of International Commerce (OIC) with the administration of two separate Federal grants to assist New Hampshire businesses expand their exporting ability. This Agreement is **sole source** because the DEC has an extensive, collaborative history of working with BEA to provide financial administration, oversight, and reporting services that are required

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
December 6, 2021  
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by these grants. Additionally, given this history, moving to another vendor BEA would incur a higher administrative cost.

The DEC is a private, non-profit organization that has worked with OIC and other public sector partners to form an informal team serving New Hampshire businesses looking to expand overseas. The DEC's Board of Directors is made up of representatives of New Hampshire businesses and organizations that have experience in international trade and that serve as mentors to other small- and medium-sized businesses looking to export. The DEC has successfully completed similar Agreements that allowed BEA/OIC to meet federal grant conditions in the past.

In the event that Federal funds are no longer available, State funds will not be requested for this contract.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Caswell', with a stylized initial 'T' and 'C'.

Taylor Caswell  
Commissioner

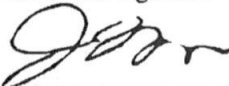
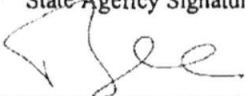
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100, Concord NH03301	
1.3 Contractor Name Granite State District Export Council		1.4 Contractor Address 54 Dover Point Road Suite 101, Dover, NH 03820	
1.5 Contractor Phone Number 603-343-2393	1.6 Account Number 13910000 32630000	1.7 Completion Date September 30, 2026	1.8 Price Limitation \$260,492
1.9 Contracting Officer for State Agency Adam Boltik, OIC Program Manager		1.10 State Agency Telephone Number 603-271-0331	
1.11 Contractor Signature  Date: 11/5/2021		1.12 Name and Title of Contractor Signatory Joseph Kenney, Treasurer	
1.13 State Agency Signature  Date: 12/6/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: /s/ Stacie M. Masses On: December 7, 2021			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 11/5/21

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date

*JM*  
4/5/21



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**

No special provisions apply or are required for this contract.

Contractor Initials   
Date 11/5/2021

## EXHIBIT B

Below is the Scope of Services of this Agreement.

Between the date of approval and no later than September 30, 2026, the Granite State District Export Council (hereafter referred to as "DEC") will:

Provide financial administrative and reporting services for the State of New Hampshire, Department of Business and Economic Affairs (hereafter referred to as "State") in order to assist the State in its administration of the State Trade Expansion Program (STEP) grant from the U.S. Small Business Administration and the Market Development Cooperator Program (MDCP) grant from the U.S. Department of Commerce. Services provided shall cover the period each grant is in effect; for the STEP grant, that shall be through September 29, 2022; for the MDCP grant, that shall be through September 30, 2026.

For the grant financial administration services:

- The DEC shall establish two separate accounts, one for the STEP grant and one for the MDCP grant, and maintain two separate record keeping systems for each grant consistent with the requirements of each grant program.
- The DEC shall furnish, to the state, all financial information, data, reports, records and/or other information necessary for carrying out the services. No charge shall be made to the State for such information and the State will cooperate with the DEC in every way possible to facilitate the performance of services described in this Contract Agreement.
- The DEC shall obtain approval from the State's Program Director prior to expenditure of any funding for services provided under this contract.
- All original grant invoices for the STEP grant and the MDCP grant and billing shall be retained by the State and shall be available to the DEC upon request.
- The State shall prepare and submit drawdown reimbursement requests to the federal grant awarding agencies.

For reporting services:

- The DEC shall maintain information that the State notes is necessary for carrying out the programs funded by the STEP grant and the MDCP grant, including developing and maintaining web-based information collection forms.
- The State shall serve as the main Point of Contact during the implementation and completion of the STEP grant and MDCP grant for any monitoring visit by staff representatives from the respective federal agencies making the grant award (the Small Business Administration for the STEP grant or the Department of Commerce for the MDCP grant).
- The State shall prepare and submit all required project reporting required by the grants, including but not limited to progress reporting, quarterly reporting, and other reporting included in the agreement between the State and the U.S. Small Business Administration for the STEP grant and between the State and the U.S. Department of Commerce for the MDCP grant.

**EXHIBIT C**

Below is the detailed payment terms of this Agreement:

Contract Price

Total contract shall not exceed: \$260,492.00

Anticipated Expenses - STEP

Description	
<b>Singapore Air Show 2022</b>	
Booth, marketing and branding	\$77,807.00
<i>Subtotal</i>	<b>\$77,807.00</b>
<b>Administrative Fees</b>	
Granite State District Export Council	\$1,832.00
<i>Subtotal</i>	<b>\$1,832.00</b>
<b>Grand Total</b>	<b>\$79,639.00</b>

Anticipated Expenses - MDCP


Description	
<b>New Hampshire eGlobal Institute Web Platform</b>	
Develop website resource for training participating businesses	\$30,000.00
<i>Subtotal</i>	<b>\$30,000.00</b>
<b>Financial Assistance Awards</b>	
Reimbursement processing and reconciliation for participating businesses	\$146,689.00
<i>Subtotal</i>	<b>\$146,689.00</b>
<b>Administrative Fees</b>	
Granite State District Export Council	\$4,164.00
<i>Subtotal</i>	<b>\$4,164.00</b>
<b>Grand Total</b>	<b>\$180,853.00</b>

Method of Payment

- Contractor will submit progress reports and invoices to the State on a monthly basis, based actual expenses. Invoices will show current and cumulative fees to date, and shall include copies of payments to outside vendors. The State will pay Contractor within 30 days after receipt of invoices by the Office of International Commerce, Program Director.
- Contractor will submit a final invoice and any associated final reports needed by the State of New Hampshire, as the originator of funding for this contract, within 60 days of the ending date of each respective grant programs covered by this contract (for STEP, September 29, 2022; for MDCP, September 30, 2026).
- All Contractor invoices must be sent to:  
Adam Boltik, OIC Program Manager  
NH Department of Business and Economic Affairs  
100 North Main Street, Suite 100  
Concord, NH 03301  
Email: [adam.t.boltik@livefree.nh.gov](mailto:adam.t.boltik@livefree.nh.gov)

Contractor Initials

Date

  
1/5/2021

# 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 GRANITE STATE DISTRICT EXPORT COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 24, 1999. 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: 323614

Certificate Number: 0005468628



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of November A.D. 2021.

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, Donald Tyler, hereby certify that I am duly a member of the  
(Name)

Granite State District Export Council. 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 October 22, 2021  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Joseph Kenney, Treasurer (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Granite State District Export Council with the State of New Hampshire and any of  
(Name of Corporation or LLC)

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 the date of the contract to which this certificate is attached. I further  
certify that it is understood that the State of New Hampshire will rely on this certificate as  
evidence that the person(s) listed above currently occupy the position(s) indicated and that  
they have full authority to bind the corporation. To the extent that there are any limits on the  
authority of any listed individual to bind the corporation in contracts with the State of New  
Hampshire, all such limitations are expressly stated herein.

**DATED:** 8 November 2021

State of New Hampshire  
County of Rockingham

Signed before me on this 9<sup>th</sup> day of November, 2021 by Donald F. Tyler.

Certificate of Authority #1

Donald F. Tyler  
ATTEST: Donald F. Tyler Board member  
(Name and Title)

Joan M. Scanlon  
Notary Public, State of New Hampshire

(Corporation or LLC – Non-Specialty Public)







October 25, 2021

To Whom It May Concern:

The Granite State District Export Council (GSDEC) is an organization staffed and operated by a group of export-focused volunteers representing multiple sectors in New Hampshire's economy. As a volunteer organization with no employees, the GSDEC is not required to have workman's compensation processes in place.

Kind regards,

Joseph Kenney, Treasurer