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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

December 28, 2015

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 (OIC) to enter into a **RETROACTIVE** and **SOLE SOURCE** contract amendment with the Granite State District Export Council (DEC) (VC #221380), North Hampton, NH, in the amount of \$18,812 by a) amending the Scope of Service such that the DEC shall administer the State's participation in the Hannover Messe 2016 Trade Show in Hannover, Germany; and b) extending the contract completion date to May 31, 2016 from the original contract completion date of October 31, 2015, upon Governor and Executive Council approval. No additional funding is involved in this contract amendment. The original contract was approved by the Governor and Executive Council on June 24, 2015, Item #127A. **100% General Fund**

**EXPLANATION**

The original sole source contract with the DEC was to administer the State of New Hampshire's participation in the Colombia Trade Mission, scheduled for October 19-23, 2015. Participation in this event was cancelled due to changes in participating commitments from New Hampshire businesses as their priorities shifted. The OIC identified the Hannover Messe 2016 Trade Show in Germany, scheduled April 25-29, 2016, as an alternate activity that provides a strong opportunity to attract foreign direct investment to the State consistent with the Division of Economic Development's strategic plan. The Department's internal discussion and approval process to pursue this venue change took longer than anticipated; therefore the OIC is now seeking retroactive as well as sole source approval from the Governor and Executive Council to amend the original contract in order to participate in this Trade Show.

The Hanover Messe Trade Show is held annually and attracts more than 200,000 attendees from more than 70 countries. This year, the United States has been honored by its selection as the Partner Country. This means unmatched international exposure for US companies and economic development organizations participating as exhibitors in the US Pavilion. As such, it is immensely advantageous to the State to have representation at this trade show.

The DEC has fulfilled similar contractual duties in the past for OIC initiatives, such as the Export Expansion Fund, the Dubai International Air Show, and the Arab Health Medical Show. The DEC has specific experience with the coordination of the State's missions and has systems and procedures in place for professional and timely execution. The DEC also has a proven record of leadership expertise in the international trade market, which is essential to the goals of OIC, which is seeking to expand the State's export activities.

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

  
Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey J. Rose  
Commissioner

## Amendment of P-37 Contract Agreement

The Department of Resources and Economic Development and Granite State District Export Council (DEC) hereby mutually agree to amend the contract to administer the trade mission to Columbia and the nearby countries, originally approved by the Governor and Executive Council on June 24, 2015, Item #127A, with a completion date of October 31, 2015, as follows:

1. Amend Exhibit A, Scope of Services, by replacing all as follows:

Scope of Services – This Contract Agreement, by and between the Granite State District Export Council, hereinafter called “DEC,” and the State of New Hampshire Department of Resources and Economic Development, hereinafter called the “State,” is for DEC to provide financial administration, coordination and administrative support in the implementation of the State’s participation in the investment pavilion at Hannover Messe 2016 in Hannover, Germany, April 25-29, 2016. Hannover Messe is the world’s leading Trade Show for industrial technology.

Time of Performance – The services of DEC 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*.

Personnel

- The DEC shall secure at their own expense all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by the DEC 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.

Grant Financial Administration

- All financial information, data, reports, records and/or other information necessary for carrying out the services shall be furnished to the State by the DEC. 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 develop a financial record keeping system consistent with State guidelines, including the establishment of a filing system.
- The DEC shall obtain approval from the State’s Program Director prior to expenditure of any funding for services provided under this contract.
- The State shall prepare and submit all required project reporting required as follow up to this activity.
- All original invoices and billing shall be retained by the State and shall be available to the DEC upon request.

2. Amend Exhibit B, Anticipated Expenses, by replacing all as follows:

Description	
<b>Hannover Messe 2016</b>	
Track progress and required materials for appointments set for the tradeshow	
Secure and coordinate all logistics in Germany (booth space, booth materials, tradeshow passes, hotel, ground transportation, etc.)	
Collect and coordinate marketing materials for distribution at the tradeshow	

Collect and document final schedules	
Assist in pre-departure briefing	
Assist in coordination with US Department of Commerce and US Embassy - Germany	
<i>Sub total</i>	\$17,872
<b>Administrative Fees</b>	
Granite State District Export Council	\$940
<b>GRAND TOTAL:</b>	<b>\$18,812</b>

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.

**Granite State District Export Council**

Karen Wyman  
 Karen Wyman, Chairman

12/23/15  
 Date

STATE OF New Hampshire  
 COUNTY OF Hillsborough

On this the 23<sup>rd</sup> day of December, before me Jennifer Vaskelionis the undersigned officer, personally appeared Karen Wyman, 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:

Jennifer Vaskelionis  
 Notary Public

JENNIFER L. VASKELIONIS, Notary Public  
 My Commission Expires June 20, 2017

My Commission Expires: 6/20/2017

**Department of Resources and Economic Development**

Jeffrey J. Rose  
 Jeffrey J. Rose, Commissioner

1/12/16  
 Date

**Approved as to form, substance and execution:**

[Signature]  
 Attorney General

1/25/16  
 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 Granite State District Export Council is a New Hampshire nonprofit corporation formed June 24, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of May A.D. 2015

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, Dawn Wivell, 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 January 15, 2015

at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Karen Wyman, Chair (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: 12/23/15

ATTEST: Dawn Wivell, MEMBER  
*(Name and Title)*

Dawn Wivell, 12/23/15

State of New Hampshire  
County of Rockingham

I certify that this is a true and correct copy of a document in the possession of  
Dawn Wivell. Dated Dec. 23, 2015.

  
(Signature of notarial official)

Notary Public JILLIAN M. PROVENCHER, Notary Public <sup>seal</sup>  
Title (and Rank) My Commission Expires August 24, 2016

My commission expires: 8.24.2016

Attached, Corporate Resolution,  
one page only.



Item # 107A 6/24/15



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF ECONOMIC DEVELOPMENT  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341  
FAX: 603-271-6784  
www.nheconomy.com

June 5, 2015

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

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development (DRED), Division of Economic Development to enter into a **SOLE SOURCE** contract with the Granite State District Export Council (DEC) (VC #221380), North Hampton, NH, in the amount of \$18,812 to administer the trade mission to Columbia and the nearby countries upon Governor and Executive Council through October 31, 2015. 100% General Fund
2. Further authorize the Department to make a disbursement in the amount of \$18,812 to DEC for the purposes of the contract upon Governor and Executive Council approval.

Funding in Fiscal Year 2015 is available as follows:

	<b><u>FY 2015</u></b>
03-35-35-350510-36120000	
International Commerce	
080-500716 Out-of-State-Travel	\$18,812

**EXPLANATION**

The Office of International Commerce, within the Division of Economic Development, has identified an opportunity, as well as requests from the New Hampshire business community, to design and implement a trade mission to Colombia and nearby South American countries. The office has travel funds specifically provided for the purposes of trade events. The division seeks to contract with the DEC to act as DRED's agent to coordinate and administer the travel arrangements and itineraries associated with the next state sponsored trade mission. The DEC has fulfilled similar contractual duties in the past for Federal grant initiatives such as the Export Expansion Fund, the Dubai International Air Show, and the Arab Health Medical Show. The reason for a sole source contract is that the DEC has specific experience with the coordination of New Hampshire missions and has systems and procedures in place for professional and timely execution. The DEC also has a proven record of leadership expertise in the international trade market, which is essential to the goals of clients seeking to expand their export activities.

The trade mission will take place October 19-21 in Colombia, followed by spin offs to nearby markets from October 21-23, 2015. The timing of the trade mission is a result of the availability of businesses, from New Hampshire and Colombia, to travel. The availability of US Embassy staff in Bogota, Colombia and the nearby markets also plays a major role in the scheduling of the trade mission as they will serve as New Hampshire's in-country point of contact and partners.



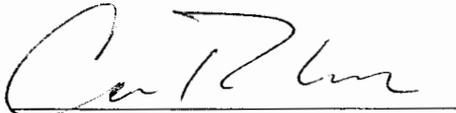
TDD ACCESS: RELAY NH 1-800-735-2964 recycled paper

New Hampshire's economic development efforts are enhanced by the support it offers to small companies seeking to export their products worldwide. The DEC works closely with the Division of Economic Development through its ability to coordinate the myriad of details involved with trade events. For all of the reasons stated above, we respectfully request to enter into a contract on a Sole Source basis.

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

Respectfully submitted,

Concurred,



Carmen Lorentz  
Director



Jeffrey J. Rose  
Commissioner

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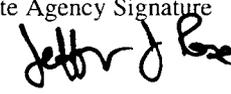
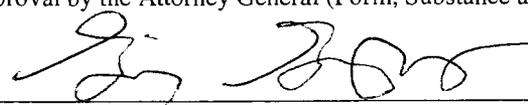
Subject: Administration of Trade Mission to Colombia and CAFTA-DR **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <span style="border: 1px solid black; padding: 2px;">Department of Resources and Economic Development</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">PO Box 1856, Concord, NH 03302-1856</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">Granite State District Export Council, Inc.</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">PO Box 593 North Hampton NH 03862</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">603-643-9600</span>	1.6 Account Number <span style="border: 1px solid black; padding: 2px;">36120000-080</span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">10/31/15</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;">Up to \$18,812</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Tina Kasim, OIC Program Director</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">603-271-8444</span>	
1.11 Contractor Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;">Karen Wyman, Chair, Granite State District Export Council, Inc</span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">Hillsborough</span> on <span style="border: 1px solid black; padding: 2px;">5/15/15</span> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <span style="border: 1px solid black; padding: 2px;"></span>		<b>JENNIFER L. VASKELIONIS, Notary Public</b> My Commission Expires June 20, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px;">Jennifer Vaskelionis, Notary Public</span>			
1.14 State Agency Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Jeffrey J. Rose, Commissioner</span>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <span style="border: 1px solid black; padding: 2px;">N/A</span> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <span style="border: 1px solid black; padding: 2px;"></span> On: <span style="border: 1px solid black; padding: 2px;">6/9/15</span>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials           
Date 5/15/16

**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.

**DATA/ACCESS/CONFIDENTIALITY/RESERVATION.**

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials KW  
Date 5/11/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**5. 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.

**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**

**Administration of Trade Mission to Colombia and CAFTA-DR**

**EXHIBIT A**

Scope of Services – This Contract Agreement, by and between the Granite State District Export Council, hereinafter called “DEC,” and the State of New Hampshire Department of Resources and Economic Development, hereinafter called the “State,” is for DEC to provide financial administration, coordination and administrative support in the implementation of the trade mission to Colombia and CAFTA-DR.

Time of Performance – The services of DEC shall commence upon Governor and Executive Council approval. All of the services required and performed hereunder shall be completed no later than *October 31, 2015*.

Personnel

- The DEC shall secure at their own expense all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by the DEC 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.

Grant Financial Administration

- All financial information, data, reports, records and/or other information necessary for carrying out the services shall be furnished to the State by the DEC. 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 develop a financial record keeping system consistent with State guidelines, including the establishment of a filing system.
- The DEC shall obtain approval from the State’s Program Director prior to expenditure of any funding for services provided under this contract.
- The State shall prepare and submit all required project reporting required as follow up to this activity.
- All original invoices and billing shall be retained by the State and shall be available to the DEC upon request.

Contractor Initials     KW      
Date     5/15/15

**EXHIBIT B**

Anticipated Expenses

<b>Description</b>	
<b>Colombia and CAFTA Trade Mission</b>	
Track progress and required materials for B2B matchmaking appointments for each participating business in each market	
Secure and coordinate all logistics in each market	
Secure and coordinate interpreters for each participating business in each market	
Collect and coordinate marketing materials from participating NH businesses	
Collect and document final schedules for participating businesses	
Assist in pre-departure briefing to participants	
Assist in coordination with US Dept of Commerce and US Embassy in each market	
<i>Sub total</i>	<b>\$17,872</b>
<b>Administrative Fees</b>	
Granite State District Export Council	\$940.00
<b>GRAND TOTAL:</b>	<b>\$18,812</b>

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**EXHIBIT C**

Pursuant to RSA 21-I:13, XIV, the State accepts \$1,000,000 per occurrence comprehensive general liability insurance in lieu of the \$2,000,000 per occurrence comprehensive general liability insurance required under section 14.1.1 of the P-37 contract agreement.

All other terms and provisions of the P-37 contract agreement remain the same and unchanged.

Contractor Initials VW  
Date 5/11/15

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 formed June 24, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of May A.D. 2015

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

William M. Gardner  
Secretary of State

State of New Hampshire,  
County of Hillsborough} ss.

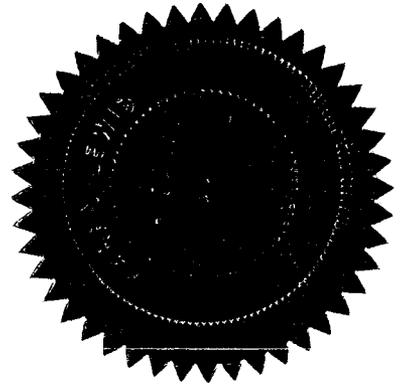
Before me, a Notary Public for the State of New Hampshire, appeared the above named Gabriele Zeira, who acknowledged and signed the foregoing instrument and their signing was their free act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 15<sup>th</sup> day of May, 2015.



\_\_\_\_\_  
Karen Lewis  
Notary Public, State of New Hampshire

**KAREN LEWIS, Notary Public**  
**My Commission Expires August 22, 2017**



**Corporate Resolution**

I, Gabriele Zeira, 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 January 15, 2015  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Karen Wyman, Chair (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: 5/15/15

ATTEST:   
*(Name and Title)*

Granite State District  
Export Council Member

