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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 21, 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's Office of International Commerce to enter into a **RETROACTIVE** contract amendment with Firebrand International, LLC (VC #226655), Portsmouth, NH in the amount of \$48,000 to act as Consortium Manager 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, by extending the completion date to May 31, 2016 from the original completion date of December 31, 2015. No additional funding is involved in this time extension. The original contract was approved by the Governor and Executive Council on September 16, 2015, Item #51. **100% Federal Funds**

EXPLANATION

This request is to amend the end date only for the Consortium Manager contract with Firebrand International, LLC. The request is retroactive as the Department originally requested an end date of December 31, 2015 for this contract to coincide with the grant funding that was approved through December 31, 2015 to comply with the Continuing Resolution (Chapter 158, Laws of 2015). An extension of the grant through May 31, 2016 was recently approved by both the Governor and Executive Council (Item #51, December 16, 2015) and Fiscal Committee (FIS #15-253, December 18, 2015). Due to the need to get the grant extension approved first, the Department is now requesting a no-cost retroactive extension for this contract through May 31, 2016 in order to align with the Federal grant end date.

The purpose of this consultancy is to coordinate with the Office of International Commerce by providing management for, and evaluation of a sustainable consortium for the New Hampshire Aerospace and Defense Export Sector. The objective is to increase the value of export sales and the number of new to export companies in the aerospace and defense cluster as well as to increase the number of contractual arrangements entered into by New Hampshire companies resulting in future export sales.

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 Firebrand International, LLC hereby mutually agree to amend the contract to act as Consortium Manager 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, originally approved by the Governor and Executive Council on September 16, 2015, Item #51, with a completion date of December 31, 2015, as follows:

- 1. Amend Exhibit B, Contract Term, by extending the completion date to June 30, 2016 from the original completion date of December 31, 2015; DW 1/4/16 & BwB 1/6/16
May 31, 2016 (per email approval)
- 2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
- 3. 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.

Firebrand International, LLC

Dawn Wivell
Dawn Wivell, CEO

DW 1/4/16

October 20, 2015
Date

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 20th day of October, 2015, before me Leanne M. Lavoie, the undersigned officer, personally appeared Dawn Wivell 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 my hand and official seal:

Leanne M. Lavoie
Notary Public

My Commission Expires: LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017

Department of Resources and Economic Development

Jeffrey J. Rose
Jeffrey J. Rose, Commissioner

11/11/15
Date

Approved as to form, substance and execution:

[Signature]
Attorney General

[Signature]
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 Firebrand International LLC is a New Hampshire limited liability company filed on March 18, 2010. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has 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 August, A.D. 2015

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

William M. Gardner
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Dawn Wivell, hereby certify that I am a Partner, Member or Manager
(Name)

of Firebrand International LLC, a limited liability partnership under RSA 304-B or limited
(Name of Partnership or LLC)

liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

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

DATED: October 20, 2015

ATTEST: Dawn Wivell, CEO
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2015

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 HPM Insurance 633 Elm Street Milford NH 03055-0009	CONTACT NAME: Mary Fredette PHONE (A/C No, Ext): (603) 673-1201 E-MAIL ADDRESS: mary@hpminsurance.com	FAX (A/C No): (603) 673-4825
	INSURER(S) AFFORDING COVERAGE	
INSURED Firebrand International LLC PO Box 524 Portsmouth NH 03802	INSURER A: Travelers Casualty Insurance NAIC # 19046	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: CL1581711238	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			680002G578702	8/17/2015	8/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Hired Non Owned Auto \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operations Usual and Typical to Consulting Services. Certificate Holder is included as Additional Insured on General Liability noted above, per written agreement and as regards the Insured's operations noted herein.

CERTIFICATE HOLDER leanne.lavoie@dred.nh.gov State of NH, Department of Resources and Economic Development ATTN: Leanne Lavoie 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mary Fredette/FREDET
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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

August 31, 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's Office of International Commerce to enter into a contract with Firebrand International, LLC (VC #226655), Portsmouth, NH in the amount of \$48,000 to act as Consortium Manager 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 December 31, 2015. 100% Federal Funds

Funding is available as follows:

	<u>FY 2016</u>
03-35-35-350510-52700000	
OEA Grant	
046-500464 Consultants	\$48,000

EXPLANATION

The purpose of this consultancy will be to coordinate with the Office of International Commerce by providing management for, and evaluation of a sustainable consortium for the New Hampshire Aerospace and Defense Export Sector. The objective is to increase the value of export sales and the number of new to export companies in the aerospace and defense cluster as well as to increase the number of contractual arrangements entered into by New Hampshire companies resulting in future export sales.

On June 23, 2015, a Request for Proposals for "A Consultant to Act as the Consortium Manager for the New Hampshire Aerospace and Defense Sector Consortium" was advertised on the Department of Administrative Services' website. Three (3) companies submitted proposals by the closing date of July 21, 2015. Firebrand International, LLC was subsequently recommended based on the scoring provided by a review panel. A summary of the scoring and list of panel members is attached for your review.

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

Respectfully submitted,

Concurred,

Carmen Lorentz
Director

Jeffrey J. Rose
Commissioner

Proposal Evaluation for New Hampshire Aerospace and Defense Export Consortium Manager

The Division of Economic Development –Office of International Commerce (OIC) issued a Request for Proposal on June 23, 2015 for a consultant to act as the Consortium Manager 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.

Responses to the RFP were submitted to OIC on July 21, 2015. Three companies submitted proposals:

- Mainspire Marketing of Manchester NH
- Pragmatic Consulting, Inc of Portsmouth, NH
- Firebrand International LLC of Portsmouth, NH

Selection Committee Members	Companies		
	Mainspire Marketing	Pragmatic Consulting, Inc.	Firebrand International, LLC
Tina Kasim, Office of International Commerce	77	48	81
Chris Way, Division of Economic Development	61	50	88
Chris Pegge, NHADEC Board Member	50	75	95
Zenagui Brahim, NHADEC Chair	58	76	92
<i>Total Average Score</i>	61.5	62.25	89

Criteria for scoring:

- | | |
|-------------------------------------|--------------------|
| 1. Experience and qualifications | Maximum points: 30 |
| 2. Overall strategy and methodology | Maximum points: 30 |
| 3. Prior work Past performance | Maximum points: 20 |
| 4. Costs of services | Maximum points: 20 |
| | Total points: 100 |

The proposed cost of services by Mainspire Marketing: \$48,000 (some additional expenses noted in proposal but not included in final price)

The proposed cost of services by Pragmatic Consulting: \$46,800 (some additional expenses noted in proposal not included in final price)

The proposed cost of services by Firebrand International: \$48,000 (noted as total budget)

The review panel’s recommendation is to award this contract to Firebrand International, LLC based on the scores for the abovementioned criteria.


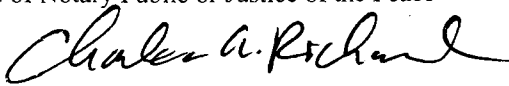
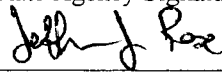
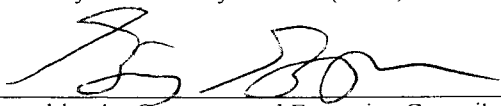
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Road Concord NH 03302	
1.3 Contractor Name Firebrand International, LLC		1.4 Contractor Address PO Box 524 Portsmouth NH 03802	
1.5 Contractor Phone Number 603-836-4207	1.6 Account Number 10-03500-52700000-046	1.7 Completion Date December 31, 2015	1.8 Price Limitation \$48,000
1.9 Contracting Officer for State Agency Tina Kasim, OIC Program Director		1.10 State Agency Telephone Number 603-271-8444	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dawn Wivell, CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>August 28, 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 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: center;"> Charles A. Richard Notary Public New Hampshire My Commission Expires March 13, 2020 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory 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>9/3/15</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.

**Department of Resources and Economic Development
Division of Economic Development
Office of International Commerce
Consortium Manager**

EXHIBIT A

Scope of Work

The role of the Consortium Manager is to coordinate, manage, and evaluate the New Hampshire Aerospace Defense (NHADEC), and implement programs associated with the consortium, in accordance with state and federal programs, within the Office of International Commerce (OIC).

The Consortium Manager Consultant responsibilities shall be::

- Coordinate and collaborate with the OIC team and the NHADEC Board of Directors in the management, direction, and implementation of NHADEC and its programs.
- Plan for and assist in the facilitation of regular membership and board meetings and consortium-related updates (newsletter/email) for consortium members.
- Attend both regular membership and board meetings
- Serve on the NHADEC Board of Directors as an *ex-officio* member.
- Collaborate in the development and implementation of the short- and long-term plans, strategies, and programs aimed at the continued sustainability and growth of the consortium and its members.
- Actively participate in the development and implementation of outreach activities and awareness building efforts of the consortium to increase branding of consortium and export capacity of its members.
- Lead program development and implementation of sector's ongoing mission to connect with regional and international partners.
- Coordinate and mature linkages and partnerships with regional and international aerospace and defense clusters.
- Contribute to the development of a training and best practices information sharing program for NH's aerospace and defense sectors and assist in its implementation.
- Research, identify, and showcase industry best-practices, industry prospects and market trends, and trade events for consortium members.
- Assist OIC in development and implementation of programs established through OEA grant funding.
- Assist in the counsel of consortium members.
- Assist with administrative support to ensure adherence to schedule, manage interdependencies, and provide recommendations to the OIC and NHADEC Board of Directors.
- Prepare reports, as determined by the OIC and NHADEC, to document work achieved towards the execution and delivery of tasks.
- Provide personnel, as necessary, who have the necessary skills and expertise to accomplish their assigned functions and ensure performance is maintained at an acceptable level.

The Consortium Manager Consultant project deliverables shall be:

1. Initial briefing meeting with OIC Program Director outlining action plan for the project.
2. Weekly reports/updates provided to OIC Program Director to note project status.
3. Updates to company profiles provided to OIC for input into CRM system.
4. Increase in NHADEC membership through recruitment of companies for consortium participation.
5. Coordination of (i.e., agenda development, logistical planning, etc.) and attendance at NHADEC general member and board meetings.
6. Recommendations for, and implementation of, short- and long-term strategies and plans for consortium sustainability and growth.

7. Collaboration with contracted marketing agency in marketing strategy and branding efforts.
8. Engagement in awareness building efforts for the consortium.
9. Building and maintenance of partnerships with New Hampshire aerospace and defense industry clusters (e.g., composites, maritime, antennae, etc.).
10. Building and maintenance of partnerships with national and international aerospace and defense industry-related organizations and businesses
11. Development and implementation of, and analysis and recommendations on, a survey and its associated results aimed at assessing consortium members' market research needs.
12. Development of programming, coordination of logistics, recruitment of companies, and development of follow-up plan, as appropriate, for NHADEC Annual Summit and International Aerospace and Defense Summit.
13. Implementation of a best practices information sharing and training program for consortium members, in coordination with OIC training program and other OEA grant partners.
14. Consultation to consortium members in strategies to diversify products and markets.
15. A final report that details and analyzes the findings of the project and any recommendations, including:
 - a. Contact details and listing of opportunities of partnerships with regional, national and international clusters.
 - b. Narrative of recommended short- and long-term strategies and next steps to continue the sustainment of the Consortium Manager position and the consortium, as a whole.
 - c. Final recommendations

EXHIBIT B

Contract Price

Total contract shall not to exceed: \$48,000

Method of Payment

Payments shall be made within 30 days after receipt of progress based reports and invoices by the Office of International Commerce, Program Director.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of December 31, 2015.

EXHIBIT C

There are no special or additional provisions to this contract.

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 Firebrand International LLC is a New Hampshire limited liability company filed on March 18, 2010. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has 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 August, A.D. 2015

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

William M. Gardner
Secretary of State


Limited Partnership or LLC Certification of Authority

I, **Dawn Wivell**, hereby certify that I am a Partner, Member or Manager of **Firebrand International LLC** a limited liability partnership under RSA 304-B or limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

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

DATED: August 28, 2015


ATTEST: Dawn Wivell, CEO

Acknowledgement in a Representative capacity:

For an acknowledgement in a representative capacity:

State of New Hampshire

County of Rockingham

This instrument was acknowledged before me on 8/28/2015 (date) by

Name(s) of person(s) Dawn Wivell

As Partner, Member or Manager (type of authority) of

Firebrand International LLC (name of party on behalf of whom instrument was executed)

Charles A. Richard

(Signature of notarial officer)

(Seal, if any)

Charles A. Richard
Notary Public
New Hampshire

My Commission Expires
March 13, 2020

Title (and rank)

[My commission expires: _____]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2015

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 HPM Insurance 633 Elm Street Milford NH 03055-0009	CONTACT NAME: Mary Fredette PHONE (A/C, No, Ext): (603) 673-1201 FAX (A/C, No): (603) 673-4825 E-MAIL ADDRESS: mary@hpminsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Casualty Insurance</td> <td>19046</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Casualty Insurance	19046	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Firebrand International LLC PO Box 524 Portsmouth NH 03802																					

COVERAGES CERTIFICATE NUMBER: CL1581711238 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680002G578702	8/17/2015	8/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired Non Owned Auto \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operations Usual and Typical to Consulting Services. Certificate Holder is included as Additional Insured on General Liability noted above, per written agreement and as regards the Insured's operations noted herein.

CERTIFICATE HOLDER

leanne.lavoie@dred.nh.gov

State of NH, Department of Resources and Economic Development
 ATTN: Leanne Lavoie
 172 Pembroke Road
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Fredette/FREDET

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