

54A



STATE OF NEW HAMPSHIRE
DEPARTMENT of BUSINESS and ECONOMIC AFFAIRS
DIVISION of ECONOMIC DEVELOPMENT

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

March 8, 2017

His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development, to enter into a **SOLE SOURCE** contract with FREEMAN (VC#256085), Avon, MA, for the trade show exhibitor package in the amount of \$28,369.38 and estimated electrical installation, electrical dismantling, shipping and handling charges not to exceed a total amount of \$31,000 to provide trade show exhibitor services for the Biotechnology Innovation Organization International Convention (BIO International) to be held on June 4 – 7, 2018 in Boston, Massachusetts. 100% of General Funds.

Funding in Fiscal Year 2018 is available in the following accounting unit:

03-22-22-220510-14480000	<u>FY 2018</u>
Division of Economic Development	
069-500567 Promotional and Marketing Expense	\$31,000

EXPLANATION

BIO International’s annual global event is being held at the Boston Convention & Exhibition Center, Boston, MA (previously San Diego, CA). This year, the Business and Economic Affairs (BEA) has a unique opportunity to represent New Hampshire at a global event in Boston to promote the state as a preferred location for business development and talent attraction. BIO International, in its 25th year, anticipates over 16,000 attendees and over 1,800 exhibitors and delegates from over 74 countries and is 98% sold out. Participants include leading biotech and pharmaceutical companies and academic research institutions. This year, in addition to the 32 international pavilions, the event will feature over 18 state pavilions.

Biotechnology is one of BEA’s and New Hampshire’s targeted industry sectors for business development and talent attraction. For a well-rounded approach to marketing New Hampshire to this fast growing sector, the state pavilion will also include representatives from the Advanced Regenerative Manufacturing Institute (ARMI BioFab), applicable programs from higher education (Community College System of New Hampshire, University System of New Hampshire) and the New Hampshire High Tech Council’s BioTech|MedTech organization promoting New Hampshire’s life sciences sector.

New Hampshire's presence at BIO International in Boston demonstrates the state as an emerging leader in biotech and other life science technologies. The 20x20 sf pavilion reserved in the 160,000 sf exhibition center by the BEA is in a highly visible and competitive location, with excellent exposure for domestic and international business development and talent attraction.

This contract is sole source as FREEMAN is the exclusive official onsite event show manager/service contractor for the 2018 BIO International Convention. FREEMAN's on-site services include:

- Turn-key Pavilion: Booth structure, furnishings, flooring
- Installation and Dismantle of the pavilion
- Cleaning services
- Electrical services
- Material handling on site (from loading dock to exhibit space)
- Transportation (selecting lowest cost shippers)
- Technical coordination
- Stage management and graphics
- On-site assistance throughout the event

New Hampshire is gaining national and international recognition as an emerging hub for biotechnology. Participating at this prestigious trade show is a cost effective way to further promote the innovation and technology happening here to domestic and global leaders in this industry.

Industry trade shows such as BIO International are critical to business recruitment activities and provide the perfect opportunity to market the state as part of the greater Boston biotechnology hub. This is a strategic and cost effective opportunity to promote New Hampshire as a location for business expansion and talent attraction.

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

Respectfully Submitted,



Wildolfo Arvelo
Director



Taylor Caswell
Commissioner



Approved as to form, substance and execution,



Office of the Attorney General

3/20/18
Date

REMIT TO:

FREEMAN
P.O. BOX 650036
DALLAS, TEXAS 75265-0036
(214) 445-0184 FAX

INVOICE #: 431692-3
INVOICE DATE: 03/14/2018
BRANCH #: 121
P.O. / Reference #

FOR QUESTIONS CONCERNING CHARGES ON THIS INVOICE CALL: (508) 894-5100
FOR QUESTIONS CONCERNING OUTSTANDING BALANCES ON THIS INVOICE CALL: (214) 445-1000

BIO INTERNATIONAL CONVENTION 2018
June 5, 2018 - June 7, 2018
BOSTON CONVENTION & EXHIBITION CENTER - BOSTON, MA

BOOTH #: 321

BILL TO:

Customer #: 2078705 (0)

NEW HAMPSHIRE DIV OF ECONOMIC DEV

ATTN: CYNTHIA HARRINGTON
172 PEMBROKE RD

CONCORD, NEW HAMPSHIRE 03301 USA
PHONE: (603) 271-0496
FAX:
EMAIL: CYNTHIA.HARRINGTON@LIVEFREE.NH.GOV

EXHIBITOR:

Customer #: 2078705 (0)

NEW HAMPSHIRE DIV OF ECONOMIC DEV

ATTN: CYNTHIA HARRINGTON
172 PEMBROKE RD

CONCORD, NEW HAMPSHIRE 03301 USA
PHONE: (603) 271-0496
FAX:
EMAIL: CYNTHIA.HARRINGTON@LIVEFREE.NH.GOV

BILLING SUMMARY

DATE	DESCRIPTION	INVOICE AMT	PAYMENT AMT	BALANCE
03/14/18	Invoice #: 3	\$28,369.38	\$.00	\$28,369.38
Totals		\$28,369.38	\$.00	\$28,369.38

BALANCE DUE: **\$28,369.38** USD

Payment is due upon receipt of invoice. Customer is bound by the Payment Terms and Conditions included in the Service Manual.

Please note that there may be additional charges (i.e. Dismantle Labor, Material Handling, Exhibit Transportation, etc.) incurred after the printing of this invoice. The customer is responsible for all charges.

THANK YOU FOR YOUR BUSINESS

FOR DETAILS SEE NEXT PAGE

FREEMAN**INVOICE**

BIO INTERNATIONAL CONVENTION 2018
June 5, 2018 - June 7, 2018
BOSTON CONVENTION & EXHIBITION CENTER - BOSTON, MA

BOOTH #: 321
BILL TO: NEW HAMPSHIRE DIV OF ECONOMIC DEV
EXHIBITOR: NEW HAMPSHIRE DIV OF ECONOMIC DEV

INVOICE #: 431692-3
INVOICE DATE: 03/14/2018
BRANCH #: 121
P.O. / Reference #:

Posting Date	Description	Qty	UOM	Rate	Amt	Tax Rate
03/02/18	Exhibits - ARM LIGHT -	6	EA	78.85	473.10	6.250%
03/02/18	Exhibits - CUSTOM RENTAL EXHIBIT - COMMENT: 12'H DS KIOSK	1	EA	16,021.56	16,021.56	6.250%
03/02/18	Furnishings - BLACK DIAMOND STOOL -	6	EA	270.50	1,623.00	6.250%
03/02/18	Furnishings - SOHO BISTRO TABLE - 42"H X 24"D - BLACK	3	EA	303.75	911.25	6.250%
03/02/18	Miscellaneous - AUDIO VISUAL SERVICES - COMMENT: (x2) 32" Monitors Labor Handling Fee Coordination Fee	1	EA	2,169.18	2,169.18	.000%
03/02/18	Miscellaneous - ELECTRICAL SERVICES - COMMENT: (X4) 10AMPS (X1) 5AMPS COORDINATION FEE	1	EA	1,300.00	1,300.00	.000%
03/06/18	Furnishings - WASTEBASKET -	2	EA	25.50	51.00	6.250%
03/06/18	Furnishings - CUSTOM CUT CARPET - RED	400	SQFT	4.05	1,620.00	6.250%
03/06/18	Furnishings - CARPET PADDING - (SQFT) -	400	SQFT	1.95	780.00	6.250%
03/13/18	Furnishings - CHROME LIFT BARSTOOL - BLACK VINYL (ROLLBL) -	3	EA	193.80	581.40	6.250%
03/14/18	Cleaning - 3-DAYS VACUUMING -	400	SQFT	2.70	1,080.00	.000%
03/14/18	Exhibits - ARM LIGHT -	2	EA	78.85	157.70	6.250%
03/14/18	Exhibits - MONITOR MOUNTING HARDWARE - H200 -	2	EA	100.00	200.00	6.250%

INVOICE SUMMARY

Category	Subtotal	Tax Amt	TOTAL
Furnishings	5,566.65	347.92	5,914.57
Exhibits	16,852.36	1,053.27	17,905.63
Cleaning	1,080.00	.00	1,080.00
Miscellaneous	3,469.18	.00	3,469.18

Rental items are subject to a tax of 6.25%.

Subtotal \$ 26,968.19

Purchased items are subject to a tax of 6.25%.

Tax \$ 1,401.19

Invoice Total \$ 28,369.38 USD

FREEMAN**REMITTANCE COPY**

BIO INTERNATIONAL CONVENTION 2018
 June 5, 2018 - June 7, 2018
 BOSTON CONVENTION & EXHIBITION CENTER - BOSTON, MA

REMIT TO:

FREEMAN
 P.O. BOX 650036
 DALLAS, TEXAS 75265-0036
 (469) 621-5608 FAX

BOOTH #: 321

INVOICE #: 431692-3
 NEW HAMPSHIRE DIV OF ECONOMIC DEV
 Customer #: 2078705

FOR QUESTIONS CONCERNING CHARGES ON THIS INVOICE CALL: (508) 894-5100
 FOR QUESTIONS CONCERNING OUTSTANDING BALANCES ON THIS INVOICE CALL: (214) 445-1000

Payment is due upon receipt. PLEASE PAY THIS AMOUNT: \$28,369.38 USD

METHOD OF PAYMENT

YOUR SIGNATURE BELOW DENOTES ACCEPTANCE OF ALL TERMS AND CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.

 COMPANY CHECK

Please make check payable to Freeman.
 Checks must be drawn on U.S. or
 Canadian bank. ("U.S. FUNDS" MUST
 BE PRE-PRINTED on Canadian checks.)

Please reference invoice # on your remittance.

 BANK TRANSFER

Bank Transfer to Bank of America, N.A. : Dallas, TX
Wire Transfer
 ABA#: 026009593 ACCT #1252039192 Freeman
International Wire Transfer
 Swift Code: BOFAUS3N ACCT #1252039192 Freeman
ACH Direct Deposit
 ABA# 111000012 ACCT #1252039192 Freeman

**Please reference invoice number and Customer
 number on all Bank Transfers so we may
 properly credit your account.**

**NOTE: customers are responsible for any bank
 processing fees.**

 CREDIT/DEBIT CARD

For your convenience, we will use this authorization to charge your credit/debit card account for your balance due, and any additional amounts incurred as a result of orders placed by your representative. These charges may include all Freeman companies, or any charges which Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. Please complete the information requested below:

AMERICAN EXPRESS

MASTERCARD

VISA

 Personal Credit/Debit Card Company Credit/Debit Card

Account No. _____

Exp. Date _____

Cardholder name: (Please Print) _____

Signature: _____

Cardholder Billing Address _____

City/State/ZIP _____

Email Invoice to: _____

F R E E M A N**TERMS AND CONDITIONS****NOT INCLUDED:**

The Proposal pricing is for budgetary purposes only and DOES NOT include any items other than those specifically described in the proposal. All changes, additions, revisions, modifications or adjustments that are made at show-site and/or are NOT included in this proposal will be invoiced on a time and material basis. The customer is responsible for any loss of or damage to the rental items while in their care, custody or control and will be charged on a time and material basis for any necessary repair or replacement costs. Electrical service including labor and equipment, show-site labor to assist with exhibitor owned graphics, products, etc., shipping and material handling (drayage) of exhibitor owned properties, and any ancillary service or item is not included in this proposal, unless noted. All additional items that are not included in this proposal will be invoiced on a time and material basis and are payable prior to the close of the show.

NOTE: All items are to be considered rental unless otherwise noted.

ANCILLARY SERVICES:

If applicable, ALL ancillary services (those services NOT directly provided by Freeman such as electrical, telephone, etc) can be provided on behalf of exhibitor by Freeman. ALL Third Party Services will be charged a 35% coordination fee over and above the actual invoiced amount. The above quoted Third Party Services are ONLY a budgetary ESTIMATE for the purpose of this proposal. Exhibitor will be invoiced for the actual amount of the service plus the 35% coordination fee.

PRODUCTION:

To begin production of this order, the following items must be returned to Freeman no later than May 9, 2018.

A signed copy of this proposal

Payment in full for proposed items

A completed copy of attached "Method of Payment" form

All artwork necessary for exhibit graphic production

When production time is shortened, labor and materials cost over and above the quoted amount can and will occur. Therefore, orders received after the above noted date will be subject to a 30% increase to the prices quoted in this proposal.

TRANSPORTATION:

The rates quoted in this proposal are based on the information provided to Freeman. Rates are for one-way transportation unless otherwise noted. Freeman can set up outbound and continuation shipping for you to maximize transportation savings. THIS QUOTE DOES NOT INCLUDE MATERIAL HANDLING. Should any of the above information change, the Transportation estimate will become null and void. THIS ESTIMATE IS ONLY VALID WHEN BOOKED BY A FREEMAN TRANSPORTATION REPRESENTATIVE. Estimate is valid for 30 days from the quote date noted above.

IP RIGHTS:

Renderings, models, samples, drawings specifications, and blueprints, including without limitation any ideas, concepts, designs, or know-how, obtained from Freeman (collectively "Intellectual Property") are proprietary and shall remain the sole property of Freeman unless expressly detailed otherwise herein. Customer shall not use Freeman's Intellectual Property without the prior written consent of Freeman. Upon request, Customer shall return all copies detailing such Intellectual Property thereof to Freeman.

LIMITED WARRANTY:

Freeman hereby represents, warrants and covenants, as of the first date of use, and throughout the term of this Agreement, that it will perform the Services in a good and workmanlike manner and in accordance with those standards set forth herein. Any workmanship of Freeman covered by this Agreement that proves defective under normal conditions within one year from date of shipment by Freeman will be corrected free of charge provided that Customer (i) promptly sends written notice of such defect to Freeman and (ii) establishes that the goods have been properly installed, maintained and utilized within the limits of normal usage. This warranty shall be void and Freeman shall not be liable for any defects if the goods covered by this quotation shall have been modified by persons other than Freeman. Upon written request of Customer, Freeman will assign to Customer, to the extent permitted, any warranties of the original manufacturer of goods sold or provided by subcontractors by Freeman or incorporated by Freeman into this Agreement. Such third party manufacturer's warranty shall be Customer's sole and exclusive warranty with respect to said third party goods. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS; PROVIDED, HOWEVER, IF THE GOODS ARE INCAPABLE OF BEING REPAIRED OR REPLACED, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE MONEY DAMAGES, BUT SUCH DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE ALLOCABLE TO WORKMANSHIP OR THE GOODS.

CUSTOMER WARRANTY:

Customer warrants that it has sole and exclusive ownership of any designs, schematics and/or renderings that are to be produced by Freeman and further agrees to indemnify, defend and hold harmless Freeman and its affiliated companies and their respective officers, directors, employees from and against any loss arising out of any allegation that the services or deliverables infringe or violate any patent, copyright, trade secret, trademark or other third-party proprietary rights.

FORCE MAJEURE:

Neither party will be liable for any damages or delays resulting directly or indirectly from (i) fire, embargo, strikes, Acts of God, civil unrest or insurrection, (ii) failure by vendors, subcontractors, or other suppliers to meet promised delivery dates, (iii) any law, ordinance, rule, regulation or order of any government authority, or (iv) any other cause or event beyond the parties' control. If any of such events occurs, the delivery dates shall be extended for a reasonable length of time, which shall at least equal the period of such event.

RISK OF LOSS:

Title to the goods shall remain in Freeman at all times unless expressly stated otherwise herein. Customer grants Freeman a security interest and all proceeds therefrom to secure payment of all amounts owed to Freeman in connection with the goods and for any and all other amounts owed by Customer to Freeman. Possession of the goods by Freeman in any capacity shall be deemed to be possession for purposes of perfecting such security interest.

CANCELLATION:

A cancellation fee will be applied to an item cancelled after receipt of this signed proposal. Any changes, additions, revisions, modifications or adjustments made prior to or at show site are not included in the proposal and will be invoiced on a time and materials basis.

TERMS:

100% payment for the proposed items is due by May 9, 2018. The signed proposal and method of payment form should be faxed to the attention of your account executive at (301) 459-9893 .

MODIFICATIONS:

Please notify us if any of the services, materials or drawings included in this proposal that are not to your exact specifications. We welcome the opportunity to make revisions as needed to secure your business.

63
Mitsubishi
Canada
Pavilion

1051

BEA pavilion space #321

1343

143

Celonic

Advantage
Alumina

1149
Griffols

1149
Chemical
Analysis

1043

Progen
Bioscience
Inc.

1000

1048

1041

1048

551

Ministry
of Econ.
Dev. & Growth,
Research,
Innov. &
Science

743

Italian Trade
Commission

543

Spain Trade
Commission
/ ICEX

651

Canada
Pavilion

751

Government
of Quebec

349

Massachusetts:
The
State of
Possible

345

New York
BIO

333

United
Kingdom (UK)
Pavilion

1321

Cellular
Biotechnology
Pavilion

1035

Kobayashi
Life
Science
Inc.

1029

Alzerna

1021

JobOhio

931

Innovation

921

TITOX

731

Brazil
Pavilion

821

ProMedico

527

Business
France

824

721

NOVAVAX

821

European
Patent
Office

333

Maryland
Department
of Commerce

526

Europe
Biopharma
Services

521

Massachusetts
Department
of Commerce
& Economic
Development

1418

National
Institute
of Health
(NIH)

1309

Pharmacia

1011

AMBI

814

815

814

775

Therapeutic
Biotechnology
Solutions

814

815

315

Biotechnology
Association
of Maine

309

BioCT

101

1405

21

BIO Exhibition

The expansive BIO Exhibition is packed with the latest trends, technology, companies, and breakthrough ideas in biotech and pharma. We have over 1,800 exhibiting companies and delegations from 76 countries who host a variety of activities and provide opportunities to learn more about how they can help fuel your next big breakthrough. Here is an overview of what you can find on the largest, most innovative show floor in the industry!



BIO Exhibition at a Glance



160,000sq/ft

of convention space That's nearly three American football fields.

Over 15,900

attendees, which would fill almost forty 747s.

Over 1,800

exhibitors presenting exciting innovations in biotechnology

BIO
International
Convention

25 YEARS
OF Big INNOVATIONS

Consider the Audience

BIO 2017 attracted 16,123 attendees from 5,000+ companies including the leading biotech companies, top 25 pharma companies, top 20 CROs and CMOs, more than 300 academic institutions including the major research labs and government agencies, as well as leading consultants and service companies. Check out the attendee infographic!

Key Technologies and Product Categories:

- Plant & Animal Made Pharmaceuticals
- Gene/Cell Therapy
- Bioinformatics
- Genomics/Genetics
- Biomanufacturing
- Medical Devices
- Cell Biology
- Nanotechnology
- Clinical Research & Lab Services
- Platform Technologies
- Chemistry
- Stem Cell Research
- Drug Delivery
- Tech Transfer
- Drug Discovery & Development

BIO 2017 BY THE NUMBERS


16,123
attendees

74
countries
48
states



MORE THAN 100
international and domestic public officials

MORE THAN
41,400
PARTNERING
MEETINGS
16% GROWTH
FROM 2015

OR JE

3,500
PARTICIPATING
ORGANIZATIONS

**FEATURING SEVERAL
THEMATIC EXHIBITS:**

Innovation Zone
Digital Health Zone
Start-Up Stadium
BioProcess Zone
BIO Talent Connect

MORE THAN
1,800
EXHIBITORS

50+ International, Regional,
and State Pavilions



145+ SESSIONS

800+ SPEAKERS

18+ TRACKS



60+ Patient Advocacy and
Venture Philanthropy Organizations