



October 6, 2020

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 amend the **SOLE SOURCE** Contract Agreement (Contract #1059558) with the Granite State District Export Council (DEC) (VC#221380), Dover, NH, by increasing the contract amount by \$202,884.30 from \$694,351.47 to \$897,235.77 to provide financial administration, oversight and reporting services in compliance with the State Trade Expansion Program (STEP) Grant Year 9 initiatives effective upon approval of Governor and Executive Council.

This contract was originally approved by Governor and Executive Council on November 8, 2017, (Item #48), amended on August 22, 2018, (Item #MOP 150, I, B, (5) #B), amended on January 23, 2019 (Item #71), and amended on December 18, 2019 (Item #80). 100% Federal Funds

Funding is available in the following account for Fiscal Year 2021:

03-22-22-220510-14510000 DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS, ECONOMIC DEVELOPMENT, STATE TRADE & EXPORT PROMO

FY2021

102-500731 Contracts for Program Services

\$202,884.30

EXPLANATION

In September 2020, BEA was awarded a \$255,427 grant through the U.S. Small Business Administration's State Trade Expansion Program (STEP) grant program, which is a component of the Small Business Jobs Act of 2010, Section 1207. This grant represents the ninth round of funding for the program and New Hampshire has received an award each year due to its innovative proposals. The main purpose of the grant is to provide opportunities to New Hampshire companies to create business opportunities in international markets in order to compete in the world market place. The extended contract with the DEC will assist BEA by providing financial administration, oversight and reporting services in compliance with the State Trade Expansion Program (STEP) Grant Year 9 initiatives, i.e. the matching grants program, Export Training Program, and the Export Expansion-Rapid Response activity.

The DEC has a proven record of leadership expertise in the international trade market, which BEA feets is necessary to ensure compliance with the grant award. There are changes in the contract amount, increasing by \$202,884.30, and the addition of the STEP Year 9 activities.

- 100 North Main Street
 Suite 100
 Concord, New Hampshire 03301
- **6**03.271.2341
- ▶ visitnh.gov nheconomy.com choosenh.com

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council October 2, 2020 Page 2 of 2

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

Respectfully Submitted,

Wildolfo Arvelo

Director

Taylor Caswell Commissioner Contract Agreement with Granite State District Export Council for financial administration, oversight and reporting services (State Trade Expansion Program (STEP) – Grant 7, Grant 8 and 9)

AMENDMENT

This Agreement (hereinafter called the Amendment) dated 5th day of October, 2020 is by and between the State of New Hampshire, acting by and through its Department of Business and Economic Affairs (BEA), Division of Economic Development (hereinafter referred to as the State) and Granite State District Export Council.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on November 8, 2017, Item #48, amended on August 22, 2018, Item #5 (MOP 150, I, B), amended on January 23, 2019, Item #71 and amended December 18, 2019, Item #80, Granite State District Export Council agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

- 1. <u>Amendment and Modification of Agreement</u>: The Agreement is hereby amended as follows:
 - A. The price limitation as set forth in sub-paragraph 1.8 of the Agreement will increase by \$202,884.30.
 - B. The Time of Performance as set forth shall include the STEP Grant 9 program terms, which end 9/29/2021.
 - C. Exhibit B shall be changed to include the following: Granite State District Export Council shall establish three separate accounts for each grant year, as well as three separate record keeping systems for each grant year.
- 2. <u>Effective Date of Amendment</u>: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
- Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials Date 10/6/

GSDEC Amendment Page 1

Contract Agreement with Granite State District Export Council for financial administration, oversight and reporting services (State Trade Expansion Program (STEP) – Grant 7, Grant 8 and 9)

AMENDMENT

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

Granite State District Export Council	
By: Gabrield Zeira, Vice Chair	
Cashela Zena, Vice Chair	
THE STATE OF MENA HANADSHIPE Dengetment	
THE STATE OF NEW HAMPSHIRE Department of Business and Economic Affairs	
By:	
Taylor Caswell, Commissioner	
Approved by Attorney General this	, substance
OFFICE OF ATTORNEY GENERAL	
1110	

Contractor Initials

Date 10/6/2-2-

EXHIBIT A

No special provisions are required for this contract.

EXHIBIT B

<u>Scope of Services</u> – This Contract Agreement, by and between the Granite State District Export Council, hereinafter called "DEC," and the State of New Hampshire Department of Business and Economic Affairs, hereinafter called the "State," is for DEC to provide financial administration and reporting services in compliance with the State Trade Expansion Promotion (STEP) grant.

<u>Time of Performance</u> – The services of DEC shall commence upon Governor and Executive Council approval. All of the services required and performed shall include the STEP Grant 9 program terms, which ends on 9/29/2021.

Anticipated Expenses –STEP 9

Description					
Financial Assistance Awards					
Reimbursement processing and reconciliation for participating ESBC's	\$188,217.96				
Subtotal	\$188,217.96				
Export Training and Expansion Opportunities	<u> </u>				
Fees for online e-courses, export training workshops (trainer fees and venue fees) and customized US Commercial Service products to meet international marketing demands	10,000.00				
Subtotal	\$10,000.00				
Administrative Fees	<u> </u>				
Granite State District Export Council	\$4,666.34				
Subtotal	\$4,666.34				
Grand Total	\$202,884.30				

Contractor Initials Date 10/6/2020

- The DEC shall establish three separate accounts for each grant year, as well as three separate record keeping systems for each grant year.
- The DEC shall submit invoices to the State on a monthly basis, based on actual expenses. Invoices shall show current and cumulative expenses incurred to date as well as respective copies of payments to outside vendors. The State shall pay the DEC within 30 days of receipt and approval of invoice.
- Reconciliation of receipts, payment and budgets at a rate of \$25.00/hr.
- Development, maintenance and troubleshooting of web-based forms.
- The DEC shall submit its final invoice no later than 60 days after the end of the STEP Grant 7, Grant 8 and 9 terms.
- All DEC invoices shall be submitted to:

Tina Kasim, Program Director
Department of Business and Economic Affairs, Division of Economic Development
Office of International Commerce
100 North Main Street, Suite 100
Concord, NH 03301

Contractor Initials 97 Date 10/6/2020

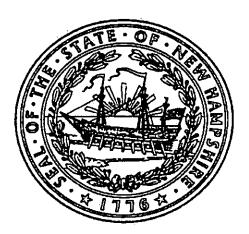
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE DISTRICT EXPORT COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 24, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 323614

Certificate Number: 0005012865



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of September A.D. 2020.

William M. Gardner Secretary of State

Corporate Resolution

I, <u>Joseph Kenney</u>, hereby certify that I am duly a member of the (Name)

Granite State District Export Council. I hereby certify the following is a true copy of a vote taken at (Name of Corporation or LLC)

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

VOTED: That <u>Gabriele Zeira</u>, <u>Vice Chair</u> (may list more than one person) is (Name and Title)

duly authorized to enter into contracts or agreements on behalf of

<u>Granite State District Export Council</u> 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: 10/6/2020

ATTEST:

Certificate of Authority #1

(Corporation or LLC – Non-specific, Open-ended)

AHATCH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2020

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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). CONTACT Amanda Hatch A W Frost Agency, Inc. 354 Central Street PHONE (A/C, No. Ext): FAX (A/C, No): Franklin, NH 03235 EMAILESS: ahatch@davistowle.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: The Hanover Insurance Companies 22292 23850 INSURED INSURER B : Philadelphia Insurance Company **Granite State District Export Council** c/o Cornerstone Tax Services 54 Dover Point Rd, Suite 101 INSURER D : Dover, NH 03820 INSURER F : **COVERAGES CERTIFICATE NUMBER: 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. POLICY EFF POLICY EXP ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER 1,000,000 X | COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR OHVA431275 9/25/2020 9/25/2021 5,000 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY 2.000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2.000.000 X POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
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October 6, 2020

To Whom It May Concern:

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

Kind regards,

Gabriele Zeira, Vice Chair

Corporate Resolution

I, Joseph Kenney, 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

a meeting of the Board of Directors/shareholders, duly called and held on September 30, 2018 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Gabriele Zeira, Vice 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:	12/7	18
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(Name of Corporation or LLC)

Certificate of Authority #1

Notary Public, State of New Hampshire My Commission Expires (-87.69.695) on or LLC — Non-specific, Open-ended)

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CERTIFICATE OF LIABILITY INSURANCE

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IMPORTANT: If the certificate holds if SUBROGATION IS WAIVED, subje- this certificate does not confer rights to	ct to the	terms and conditions of	the po	licy, certain	policies may			
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] [************	MED EXP (Any one person)	\$	6,000
	.					PERSONAL & ADV INJURY	\$	1,000,000
GENT AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	5	2,000,000
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY								
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If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	<u>*</u>	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (ACOR	D 101, Additional Remarks Schedu	40, may b	e ettached if mor	e apace is requir	ed)	_	
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CERTIFICATE HOLDER			CANO	ELLATION				
State of NH Dept of Busines 172 Pembroke Rd	s & Econ	omic Affairs				escribeo policies be c, ereof, notice will i y provisions.		
Concord, NH 03301	•			RIZED REPRESE				
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE DISTRICT EXPORT COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 24, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 323614

Certificate Number: 0004100401



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of May A.D. 2018.

William M. Gardner

Secretary of State



December 7, 2018

To Whom it May Concern:

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

Kind regards,

Gabriele Zeira, Vice Chair

Contract Agreement with Granite State District Export Council for financial administration, oversight and reporting services (State Trade Expansion Program (STEP) - Grant 6 and 7)

AMENDMENT

This Agreement (hereinafter called the Amendment) dated 28th day of November, 2018 is by and between the State of New Hampshire, acting by and through its Department of Business and Economic Affairs (BEA), Division of Economic Development (hereinafter referred to as the State) and Granite State District Export Council.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on November 8, 2017, Item #48, and amended on August 22, 2018, Item #5 (MOP 150, I, B) Granite State District Export Council agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

- 1. <u>Amendment and Modification of Agreement</u>: The Agreement is hereby amended as follows:
 - A. The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from September 29, 2019 to September 29, 2020.
 - B. The Time of Performance as set forth in Exhibit A shall be changed from September 29, 2019 to September 29, 2020, per the STEP Grant 6 and STEP Grant 7 program terms.
 - C. The Grant Financial Administration component (#2) as set forth in Exhibit A shall be changed as follows: The Granite State District Export Council shall develop separate financial record keeping system consistent with STEP grant guidelines, including the establishment of a filing system for each grant period.
 - D. Exhibit B shall be changed to include the following: Granite State District Export Council shall establish two separate accounts for each grant year, as well as two separate record keeping systems for each grant year.
- 2. <u>Effective Date of Amendment</u>: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
- Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.



Contract Agreement with Granite State District Export Council for financial administration, oversight and reporting services (State Trade Expansion Program (STEP) - Grant 6 and 7)

AMENDMENT

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

Granite State District Export Council

Gabriele Zerra, Vice	e Chair			
				the undersigned officer,
personally appeared _	GA0216- 261	who a	acknowledged h	imself to be the personiwho.
executed the forgoing	instrument for the	purpose therein o	contained.	A CONTRACTOR OF THE PARTY OF TH
IN WITNESS W	HEREOF, I hereunto	set my hand and	d official seal.	
My Commission explre	25: N	KAREN I Notary Public – N Ny Commission Exp	lew Hampetine	
THE STATE OF NEW HA	• -	fairs		
By: Taylor Caswell, Con		-	·	
Approved by Attorney and execution.	General this	_day of	22222	, 2018, as to form, substance
OFFICE OF ATTORNEY	GENERAL			,

EXHIBIT A

<u>Scope of Services</u> – This Contract Agreement, by and between the Granite State District Export Council, hereinafter called "DEC," and the State of New Hampshire Department of Business and Economic Affairs, hereinafter called the "State," is for DEC to provide financial administration and reporting services in compliance with the State Trade Expansion Promotion (STEP) grant.

<u>Time of Performance</u> – 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 *September 29, 2020* per the STEP Grant 7 program term.

<u>Personnel</u>

- The DEC shall secure 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 separate financial record keeping system consistent with STEP grant guidelines, including the establishment of a filing system for each grant period. The DEC shall obtain approval from the State's Program Director prior to expenditure of any funding for services provided under this contract.
- The DEC shall establish two separate accounts for each grant year, as well as two separate record keeping systems for each grant year
- The State shall prepare and submit all required project reporting required by the STEP grant, including but not limited to progress reporting, quarterly reporting, and other reporting included in the agreement between the State and the US Small Business Administration (SBA).
- All original STEP grant invoices and billing shall be retained by the State and shall be available to the DEC upon request.

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- The State shall prepare and submit drawdown reimbursement requests to the SBA.
- The State shall serve as the main Point of Contact during the implementation and completion of the STEP grant for any monitoring visit by staff representatives from the SBA.

8 12/7/18

EXHIBIT B

Anticipated Expenses –STEP 6

Description				
Export Expansion Fund				
Payment reimbursement and processing for participating ESBC's	\$11,733			
Subtotal	\$11,733			
Farnborough Air Show 2018				
Booth, marketing and branding	\$75,000			
Subtotal	\$75,000			
Financial Assistance Awards	L			
Reimbursement processing and reconciliation for participating ESBC's	\$151,495			
Subtotal	\$151,495			
Export Training Workshops				
Trainer fees and venue fees	\$6,000			
Subtotal	\$6,000			
Administrative Fees				
Granite State District Export Council	\$8,505			
Subtotal	\$8,505			
Grand Total	\$252,733			



Anticipated Expenses –STEP 7

Description	
Financial Assistance Awards	<u> </u>
Reimbursement processing and reconciliation for participating ESBC's	\$144,331.00
Subtotal	\$144,331.00
MSPO-Poland Defense Show	l,
Booth, marketing and branding	\$72,924.00
Subtotal	\$72,924.00
Export Training Workshops	<u>.</u>
Trainer fees and venue fees	\$2,500
Subtotal	\$2,500
Administrative Fees	1
Granite State District Export Council	\$4,995.00
Subtotal	\$4,995.00
Grand Total	\$224,750.00

- The DEC shall establish two separate accounts for each grant year, as well as two separate record keeping systems for each grant year.
- The DEC shall submit invoices to the State on a monthly basis, based on actual expenses. Invoices shall show current and cumulative expenses incurred to date as well as respective copies of payments to outside vendors. The State shall pay the DEC within 30 days of receipt and approval of invoice.
- Reconciliation of receipts, payment and budgets at a rate of \$25.00/hr.
- Development, maintenance and troubleshooting of web-based forms.
- The DEC shall submit its final invoice no later than 60 days after the end of the STEP Grant 7 term.
- All DEC invoices shall be submitted to:

Tina Kasim, Program Director
Department of Business and Economic Affairs
Division of Economic Development
Office of International Commerce
1 Eagle Square Suite 100
Concord, NH 03301



EXHIBIT C

No special provisions are required for this contract.

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