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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

March 22, 2017

His Excellency, Governor Christopher T. Sununu  
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 to enter into a contract with Future iQ Partners, Inc. (VC #278365), Minneapolis, MN, in the amount of \$40,000 to provide direction on, and development of, a five (5) year strategic plan and associated implementation plan for the NH 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 April 30, 2018. **100% Federal Funds**

Funding is available in Fiscal Year 2017 as follows pending budget approval for Fiscal Year 2018 with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2017</u>	<u>FY 2018</u>
03-35-35-350510-52700000		
OEA Grant	\$10,000	\$30,000
102-500731 Contracts for Program Services		

**EXPLANATION**

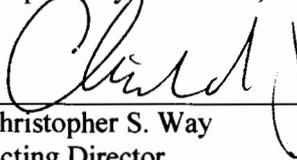
The purpose of this contract, through coordination with the Office of International Commerce, is to provide counsel and direction for, and development of, both a long-term strategic and implementation plan aimed at building the awareness, capabilities and sustainability of the New Hampshire Aerospace and Defense Export Consortium (NHADEC), a non-profit organization. Desired outcomes include documenting the strategic intent of NHADEC (high-level mission/vision, goals/objectives, and priorities), defining the role of NHADEC within the region's aerospace and defense industry, and identifying strategic-level capability gaps. The final deliverables will include a long-term strategic document that will detail and prioritize opportunities and challenges that affect NHADEC's interests and capabilities, as well as, an associated implementation plan that will be presented before the NHADEC Board of Directors.

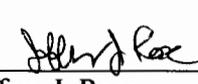
On January 3, 2017, a Request for Proposals for "*Aerospace and Defense Export Consortium Strategy Development*" was advertised on the Department of Administrative Services' website. Three (3) companies submitted proposals by the closing date of January 27, 2017. Future iQ Partners, Inc. was subsequently recommended based on the scoring provided by the review panel. A list of review panel members and summary of the scoring is attached for your review.

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

Respectfully Submitted,

Concurred,

  
\_\_\_\_\_  
Christopher S. Way  
Acting Director

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

## Proposal Evaluation for Aerospace and Defense Export Consortium Strategy Development

The Division of Economic Development, Office of International Commerce, issued a Request for Proposal (RFP) on January 3, 2017, for a vendor to provide development of, a five (5) year strategic plan and associated implementation plan for the NH Aerospace and Defense Export Consortium (NHADEC). New Hampshire's aerospace and defense sectors are noted to have high-growth potential and opportunities for companies at various parts of the supply-chain and this strategy development projects aims at helping the continued organization of these important sectors.

The deadline for submitting responses to the RFP was January 27, 2017. The three companies listed below submitted proposals by the deadline and each was scored based on category 1 through 4 of the Criteria for Scoring.

- Future iQ, Inc.
- LSI Business Development, Inc.
- Louis Karno & Company

Subsequently, the review panel narrowed the field of three proposals to the 2 highest scoring companies. These two companies completed an exercise and interview process, which was then reflected in updated scores for each company. Below is an overview of scoring for all companies that submitted proposals. The scoring results of all three companies are attached.

Review Panel	COMPANIES		
	Future iQ, Inc.	LSI Business Development, Inc.	Louis Karno & Company
Nathaniel Nelson, Office of International Commerce	93	84	65
Dawn Wivell, NHADEC Consortium Manager	94	97	60
Chris Pegge, NHADEC Board Member	72	71	60

### Criteria for Scoring:

- |   |                    |
|---|--------------------|
| 1. Experience and Qualifications              | Maximum points: 20 |
| 2. Overall strategy and approach, methodology | Maximum points: 40 |
| 3. Prior work and past performance            | Maximum points: 20 |
| 4. Cost of Services                           | Maximum points: 20 |

The review panel's recommendation is to award this contract to Future iQ Partners, Inc., based on the scores for the abovementioned criteria.

**RFP - Aerospace and Defense Export Consortium Strategy Development - January 2017**

**Business Name: Future iQ, Inc.**

	<b>Experience and Qualifications</b> Max Points (20)	<b>Strategy, Approach and Methodology</b> Max Points (40)	<b>Prior Work and Performance</b> Max Points (20)	<b>Cost of Services</b> Max Points (20)	<b>TOTAL</b>
Nathaniel Nelson, Office of International Commerce	17	36	20	20	93
Dawn Wivell, NHADEC Consortium Manager	18	38	20	18	94
Chris Pegge, NHADEC Board Member	15	35	12	10	72
<b>Grand Total:</b>					259

**Business Name: LSI Business Development, Inc.**

	<b>Experience and Qualifications</b> Max Points (20)	<b>Strategy, Approach and Methodology</b> Max Points (40)	<b>Prior Work and Performance</b> Max Points (20)	<b>Cost of Services</b> Max Points (20)	<b>TOTAL</b>
Nathaniel Nelson, Office of International Commerce	14	30	20	20	84
Dawn Wivell, NHADEC Consortium Manager	20	38	20	19	97
Chris Pegge, NHADEC Board Member	18	20	18	15	71
<b>Grand Total:</b>					252

**Business Name: Louis Karno & Company**

	<b>Experience and Qualifications</b> Max Points (20)	<b>Strategy, Approach and Methodology</b> Max Points (40)	<b>Prior Work and Performance</b> Max Points (20)	<b>Cost of Services</b> Max Points (20)	<b>TOTAL</b>
Nathaniel Nelson, Office of International Commerce	10	20	15	20	65
Dawn Wivell, NHADEC Consortium Manager	10	20	10	20	60
Chris Pegge, NHADEC Board Member	10	25	10	15	60
<b>Grand Total:</b>					185

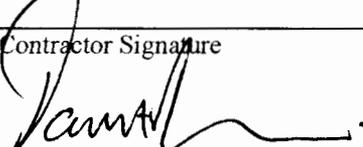
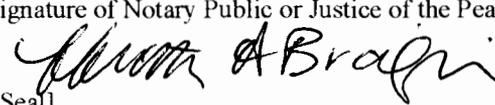
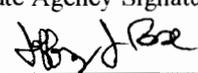
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Future iQ Partners, Inc.		1.4 Contractor Address P.O. Box 24687, Minneapolis, MN 55424	
1.5 Contractor Phone Number 715-559-5046	1.6 Account Number 52700000-102-500731	1.7 Completion Date April 30, 2018	1.8 Price Limitation \$40,000.00
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 David Beurle, CEO	
1.13 Acknowledgement: State of <u>Minnesota</u> , County of <u>Hennepin</u> On <u>6 March 2017</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Heather A. Branigin, Vice President, Business Development</u>			
1.14 State Agency Signature  Date: <u>3/29/17</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
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>4/4/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

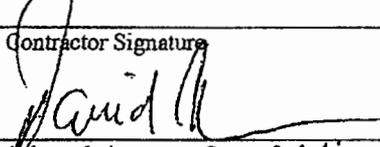
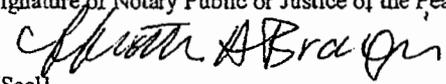
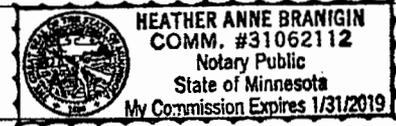
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1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: _____ On: _____			
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.

Contractor Initials AR  
Date 6 MAR 2017

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**

*Aerospace and Defense Export Consortium Strategy Development*

**Exhibit A**

**Scope of Services**

This Contract Agreement, by and between the State of New Hampshire Department of Resources and Economic Development, hereinafter called the "State", and Future iQ Partners, Inc., hereinafter called Future iQ, is for Future iQ to provide direction on, and development of, a five (5) year strategic plan and associated implementation plan for the NH Aerospace and Defense Export Consortium (NHADEC), a non-profit program within the OIC.

**Time of Performance:** The services of Future iQ shall commence upon Governor and Executive Council approval and completed no later than April 30, 2018.

**Personnel**

- Future iQ shall secure all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by Future iQ 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.

**Scope of Work:** Future iQ will organize their activities into three phases:

- Discovery;
- Define; and
- Develop / Communicate.

In the Discovery phase, Future iQ will work with representatives of the OIC and NHADEC to understand and assess NHADEC's current operating environment and conditions, based on current documentation, stakeholder feedback, and analysis of the domestic and global aerospace and defense industries. Key activities should include:

- Conduct documentation review;
- Research and analyze business and organizational models of non-profit organizations and compare to NHADEC's to determine areas which NHADEC should emulate or diverge moving forward;
- Identify key internal/external stakeholders;
- Research and analyze business conditions and market trends in aerospace and defense sectors, both domestic and internationally, local and national economic agendas, as well as other relevant areas;
- Organize and conduct stakeholder interviews and focus group sessions;
- Analyze and report on data gathered; and
- Conduct assessments, such as a strengths, weaknesses, opportunities, threats (SWOT) analysis, that would assist NHADEC in understanding the key issues facing the organization itself and its membership.

Key findings from the discovery phase should be provided to OIC and NHADEC.

In the Define phase, Future iQ will work with representatives of the OIC and NHADEC to use the information gathered from the Discovery phase to define the key strategic considerations for NHADEC. Key activities should include:

- Define NHADEC's mission and vision;
- Define and evaluate strategic priority courses of action; and
- Define and identify strategic goals and objectives, as well as, associated performance measures.

In the Develop / Communicate phase, Future iQ will work with representatives of the OIC and NHADEC to pull together the information from the first two phases to develop and communicate the strategy and associated implementation plan. Key activities should include:

- Development of 5 year strategic plan;
- Development of implementation plan; and
- Deliver and communicate key deliverables to NHADEC Board of Directors and OIC.

The strategies included in the plan should have a clear and coherent rationale to support them, as well as clear implementation milestones. Expected costs of implementing strategies should be made clear in the plan.

Future iQ project deliverables are:

1. Initial briefing meeting with OIC Program Manager outlining action plan for the project;
2. Weekly reports/updates provided to OIC Program Manager to note project status;
3. 5 year strategic plan; and
4. Implementation plan.

#### **Exhibit B**

##### **Contract Price**

Total contract shall not exceed:           \$40,000

##### **Method of Payment**

- Future iQ 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 Future iQ within 30 days of receipt and approval of invoice.
- Future iQ shall submit its final invoice no later than 60 days after the end of the Office of Economic Adjustment grant term.
- All Future iQ invoices shall be submitted to:  
Tina Kasim  
DRED, Office of International Commerce  
172 Pembroke Road  
Concord NH 03301

##### **Term**

This contract shall commence upon approval of the Governor and Executive Council and be completed no later than April 30, 2018.

#### **Exhibit C**

There are no special or additional provisions to this contract.



# State of New Hampshire

## Department of State



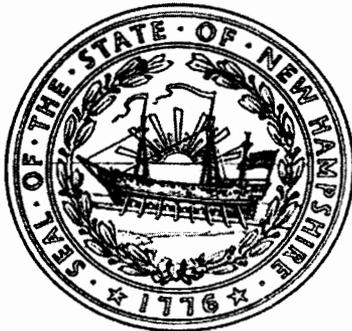
### CERTIFICATE OF AUTHORITY OF

### FUTURE IQ, INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of FUTURE IQ, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to FUTURE IQ, INC. to transact business in this State under the name of FUTURE IQ, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID: 765861



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of March, 2017 A.D.

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

William M. Gardner  
Secretary of State

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

Phone: (603)271-3246 | Fax: (603)271-3247 | Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov) | Website: [sos.nh.gov](http://sos.nh.gov)

**Corporate Resolution**

I, Heather Branigin, hereby certify that I am duly elected Clerk/Secretary of  
(Name)

Future IQ, Inc.. 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 6 March, 2017  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That David Beurle, CEO is duly authorized to enter a  
(Name and Title)

Contract on behalf of Future IQ, Inc. with the  
(Name of Corporation or LLC)  
Department of Resources and Economic Development State of New Hampshire and further is  
(Name of State Agency)

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 6 March, 2017. 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 corporation to the specific  
contract indicated.

**DATED:** 6 March 2017

**ATTEST:** Heather A. Branigin  
(Name and Title) Vice President  
Business Development

