

November 25, 2019

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

### REQUESTED ACTION

Authorize a **SOLE SOURCE** Department of Business and Economic Affairs (BEA), Division of Economic Development, to amend Contract Agreement (Contract #1059558) with the Granite State District Export Council (DEC) (VC#221380), Dover, NH, by increasing the contract amount by \$216,868.47 from \$477,483.00 to \$694,351.47 and by extending the end date from September 29, 2020 to September 29, 2021, to provide financial administration, oversight and reporting services in compliance with the State Trade Expansion Program (STEP) Grant VIII 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), and amended on January 23, 2019 (Item #71). **100% Federal Funds** 

Funding is available as follows:

FY 2020

03-22-22-220510-20920000 State Trade & Export VII 102-500731 Contracts for Program Services

\$216,868.47

### **EXPLANATION**

In September 2019, BEA was awarded a \$241,233.00 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 seventh 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 VIII initiatives, i.e. the matching grants program, Export Training Program, ILA Berlin aerospace and defense trade show, and the Export Expansion-Rapid Response activity.

The DEC has a proven record of leadership expertise in the international trade market, which BEA feels is necessary to ensure compliance with the grant award. There are changes in the contract amount, increasing by \$216,868.47, and the addition of the STEP VIII activities.

- 100 North Main Street
   Suite 100
   Concord, New Hampshire 03301
- **6**03.271.2341

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council October 14, 2019 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

(Hep)

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

### **AMENDMENT**

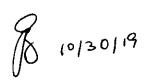
This Agreement (hereinafter called the Amendment) dated 23<sup>rd</sup> day of October, 2019 is by and between the State of New Hampshire, acting by and through its Department of Business and Economic Affairs (BEA), Division of Economic Development (hereinafter referred to as the State) and Granite State 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), and amended on January 23, 2019, Item #71 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, 2020 to September 29, 2021.
  - B. The Time of Performance as set forth in Exhibit A shall be changed from September 29, 2020 to September 29, 2021, per the STEP Grant 7 and STEP Grant 8 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 7 and 8)

### **AMENDMENT**

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

written. **Granite State District Export Council** Gabriele Zei Vice Chair On this the 30th day of October 2019, before me the undersigned officer, personally appeared Gabriele Zeira who acknowledged herself to be the person who executed the forgoing instrument for the purpose therein contained. IN WHEREOF, I hereunto set my hand and official seal. Blake A Pearson Notary Public, State of New Hampshire Commission expires: My Commission Expires Dec. 21, 2021 THE STATE OF NEW HAMPSHIRE Department of Business and Economic Affairs Taylor Caswell, Commissioner Approved by Attorney General this 19th day of November 2019, as to form, substance and execution. OFFICE OF ATTORNEY-GENERAL

Page 2 of 2

#### **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, 2021* per the STEP Grant 8 program term.

### Personnel

- 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.
- The State shall prepare and submit drawdown reimbursement requests to the SBA.

Gp 10/30/19

• 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.

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### EXHIBIT B

### **Anticipated Expenses –STEP 7**

Financial Assistance Awards  Reimbursement processing and reconciliation for participating ESBC's  Subtota	\$144,331.00
	\$144,331.00
Subtota	
	\$144,331.00
MSPO-Poland Defense Show	
Booth, marketing and branding	\$72,924.00
Subtota	\$72,924.00
Export Training Workshops	
Trainer fees and venue fees	\$2,500
Subtota	\$2,500
Administrative Fees	100 mg 1
Granite State District Export Council	\$4,995.00
Subtota	\$4,995.00
Grand Tota	\$224,750.00

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### **Anticipated Expenses –STEP 8**

Description	
Financial Assistance Awards	
And the second s	pagan bahkarang ang magaman manan manah kalaba Ta
Reimbursement processing and reconciliation for participating ESBC's	\$116,868.47
Subtota	\$116,868.47
ILA Berlin Trade Show 2020	<u> </u>
Booth, marketing and branding	\$87,000
Subtota	\$87,000
Export Expansion Fund-Rapid Response	
Customized US Commercial Service products to meet international marketing demands	\$7,000
Subtota	1 \$7,000
Export Training Workshops	
Trainer fees and venue fees	\$1,500
	/ \$1,500
Subtota	
Administrative Fees : This was a second of the second of t	\$4,500

- 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:

\$ 10130118

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

F 10/20/19

### EXHIBIT C

No special provisions are required for this contract.

J3 /0/2/19



### CERTIFICATE OF LIABILITY INSURANCE

B/19/2019

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. if the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 FAX (A/C, No): PHONE (A/C, No, Ext): Eddess: ahatch@davistowle.com Franklin, NH 03235 NAIC # INSURER(S) AFFORDING COVERAGE 22292 INSURER A: The Hanover Insurance Companies **INSURER B: Philadelphia Insurance Company** 23850 INSURED **Granite State District Export Council** INSURER C c/o Cornerstone Tax Services INSURER D 54 Dover Point Rd, Suite 101 Dover, NH 03820 INSURER E INSURER F **COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOWHAVE 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. ADDL SUBR POLICY EFF POLICY EXP POLICY NUMBER TYPE OF INSURANCE 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 9/25/2019 9/25/2020 OHVA431275-04 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 PRO-POLICY | PRODUCTS - COMPIOP AGG OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED ALITOS ONLY NON-SYMEP UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB **CLAIMS-MADE** AGGREGATE RETENTION \$ DED PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE res, describe under SCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 9/25/2019 9/25/2020 PHSD1471356 Directors & Officers DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required.) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. State of NH Dept of Business & Economic Affairs 1 Eagle Square Suite 100 AUTHORIZED REPRESENTATIVE Concord, NH 03301 Imanda My Hatis

**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

(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on October 23, 2019

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: 10/30/19

ATTEST:



October 30, 2019

### 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



January 09, 2019

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

### REQUESTED ACTION

Sole Source

Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development, to amend Contract Agreement (Contract #1059558) with the Granite State District Export Council (DEC) (VC#221380), Dover, NH, by increasing the contract amount by \$224,750.00 from \$252,733.00 to \$477,483.00, and by extending the end date from September 29, 2019 to September 29, 2020, to provide financial administration, oversight and reporting services in compliance with the State Trade Expansion Program (STEP) Grant VII 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) and amended on August 22, 2018, (Item #MOP 150, I, B, (5) #B). 100% Federal Funds

Business and Economic Affairs Dept.

State Trade & Export Promotion

03-22-22-220510-23610000

102-500731 Contracts for Program Services

FY 2019

\$224,750.00

### **EXPLANATION**

In September 2018, BEA was awarded a \$250,000.00 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 seventh 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 VII initiatives, i.e. the matching grants program, Export Training Program and the Eurosatory defense trade show.

The DEC has a proven record of leadership expertise in the international trade market, which BEA feels is necessary to ensure compliance with the grant award. There are changes in the contract amount, increasing by \$224,750.00, and the addition of the STEP VII activities.

- 1 Eagle Square
   Suite 100
   Concord, New Hampshire 03301
- 603.271,2341
- visitnh.gov nheconomy.com choosenh.com

His Excellency, Governor Christopher T. Sununu and the Honorable Executive Council November 29, 2018 Page 2 of 2

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

Respectfully Submitted,

Wildolfo Aryelo

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 6 and 7)

### **AMENDMENT**

This Agreement (hereinafter called the Amendment) dated 28<sup>th</sup> 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:

- Amendment and Modification of Agreement: 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	
By: Gabriele Zevra, Vice Chair	
On this the day of Delember, 2018, before me the ur	idersigned officer,
personally appeared <u>GRAZIAL</u> who acknowledged himsel	f to be the person who
executed the forgoing instrument for the purpose therein contained.	; ;
IN WITNESS WHEREOF, I hereunto set my hand and official seal.	
My Commission expires:  Notary Public - New Hampelite My Commission Expires July 19, 2022	
THE STATE OF NEW HAMPSHIRE Department of Business and Economic Affairs  By: Taylor Caswell, Commissioner	
Approved by Attorney General this <u>41</u> day of <u>January</u> , 2018 and execution.	; , as to form, substance
OFFICE OF ATTORNEY GENERAL	•
May 10	

Page 2 of 2

Tr12/7/11

### **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.

#### Personnel

- 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.

### EXHIBIT B

### Anticipated Expenses -STEP 6

	Description					
Export Expansion Fund						
Payment reimbursement and pro	cessing for parti	cipating ESBC's		\$11,733		
			Subtotal	\$11,733		
Farnborough Air Show 2018						
Booth, marketing and branding		· · · · · · · · · · · · · · · · · · ·		\$75,000		
<del></del>			Subtotal	\$75,000		
Financial Assistance Awards	: :::::::::::::::::::::::::::::::::::::					
Reimbursement processing and re	econciliation for	participating ESBC'	S	\$151,495		
-			Subtotal	\$151,495		
Export Training Workshops	1					
Trainer fees and venue fees	-	······································		\$6,000		
-			Subtotal	\$6,000		
Administrative Fees						
Granite State District Export Cour	ncil	·· · ·		\$8,505		
			Subtotal	\$8,505		
			Grand Total	\$252,733		



### Anticipated Expenses -STEP 7

Description				
Financial Assistance Awards				
Reimbursement processing and reconciliation for participating ESBC's	\$144,331.00			
Subtotal	\$144,331.00			
MSPO-Poland Defense Show				
Booth, marketing and branding	\$72,924.00			
Subtotal	\$72,924.00			
Export Training Workshops				
Trainer fees and venue fees	\$2,500			
Subtotal	\$2,500			
Administrative Fees (1) (2) (2) (2) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4				
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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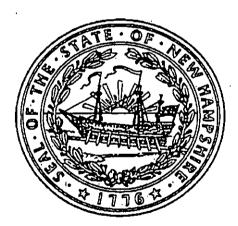
# State of New Hampshire Department of State

### **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

### 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 (Name of Corporation or LLC)

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.

Notary Public, State of New Hampshire
My Commission Expires (1899) (1999) or LLC — Non-specific, Open-ended)

Certificate of Authority #1

**GRANSTA-32** 

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MANDOMYYYY) 09/17/2018

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

88	ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	SURANCE	DOES NOT CONSTITUT	TE A	CONTRACT	BETWEEN	THE ISSUING INSURER(S	), AUT	HORIZED
11	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subjects certificate does not conferrights to	t to the	terms and conditions of t	the pol chiend	licy, cortain lorsementisi	policies may	NAL INSURED provisions require an endorsement.	or be i	andorand. lement on
	UCER '	- 1,15		SONTA	CT Amanda	Hatch			
			ļ	PHONE (A/C, No			FAX (A/C, No):		
354 C	Frost Agency, Inc. Control Stroot		ŀ	FIVE	- ahatch@	davistowie			
-rani	klin, NH 03235		. }	AUDRE			·	<del></del> -	
			<u> </u>				RDING COVERAGE	-	NAIC #
			<del></del>			vo Ast tueni	ance Companies	- 4	2292
INSUR		Council	<b> </b>	INSURE	RB:				<del></del>
Granite State District Export Council c/o Corneratone Tax Services			INSURE	R.C.					
	54 Dover Point Rd, Suite 101		<b> </b>	INSURER D:					
	Dover, NH 03820		<u> </u>	INSURE				_	
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	Concord, AR 03301		ſ	AUTHOR	KIZED REPRESE	NTATIVE			
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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,

Gabelele Zeira, Vice Chair



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

Phone: 603-271-2341

172 Pembroke Road Concord, New Hampshire 03301 www.nheconomy.com

May 30, 2018

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 contract with the Granite State District Export Council (DEC) (VC#221380), Dover, NH, approved by Governor and Executive Council on November 8, 2017 Item #48, by extending the end date from September 29, 2018 to September 29, 2019, to provide financial administration, oversight and reporting services in compliance with the State Trade Expansion Program (STEP) Grant VI, awarded by the US Small Business Administration. 100% Federal Funds.

### Funding is available as follows:

03-22-22-220510- Promo	14510000 State Trade & Export	FY 18 Requested Budget		
041-500801	Audit Fund Set Aside	\$267		
102-500731	Contracts for Program Services	\$252,733		

### **EXPLANATION**

In October 2017, BEA was awarded a \$267,866 grant through the US 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 sixth round of funding for the program and 2019 New Hampshire has received an award each year due to its innovative proposals. The US Small Business Administration notified all grantees at the end of 2017 of the change in the grant performance period which will run through September 29, 2019. 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 marketplace. The extended contract with the DEC will assist BEA by providing financial administration and reporting services on the STEP Grant VI initiatives, i.e. the matching grants program, Export Expansion Fund, Export Training Program, and the Famborough Air Show 2018.

The DEC has a proven record of leadership expertise in the international trade market, which BEA feels is necessary to ensure compliance with the grant award. There is no change to the contract amount or the scope of work with the extension of the contract.

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

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Respectfully Submitted,

Taylor Caswell Commissioner

Wildolfo Arvelo

Director of Economic Development

### Amendment of P-37 Contract Agreement

The Department of Business and Economic Affairs and Granite State District Export Council hereby mutually agree to amend the contract in compliance with a grant awarded by the US Small Business Administration, State Trade Expansion Program (STEP) originally approved by the Governor and Executive Council on November 8, 2018; item#48, with a completion date of September 29, 2019, as follows:

- 1. Amend Exhibit A, Time of Performance, by extending the completion date to September 29, 2019 from the completion date of September 29, 2018;
- 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 appro-	val by the Gov	emor and Executive Cou	ncil.
IN WITNESS WHEREOF, the parties heret	o have set thei	r hands as of the day and	year written.
Granite State District Export Council			
Suz-		5/23/18	·
Gabriele Zeita V cc Chair Granite State District Export Council		Date	
STATE OF COUNTY OF			•
On this the 23 day of MAY personally appeared GASSIGE 2018	, before me	KAREN dewis	, the undersigned officer,
personally appeared <u>CM32164</u> 2616 person whose name is subscribed to the withe purposes therein contained. In witness w	thin instrumen	t and acknowledged that	he/she executed the same for
Notary Public		··	
My Commission Expires:			
KAREN LEWIS Notary Public - New Hampshire My Commission Expires July 19, 2022			٠
Department of Business and Economic Af	fairs .		
1 lec		7/2611	8
Taylor Caswoll Commissioner		Date	
Approved as to form, substance and execu	ution:		
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Attorney General		Date	

### STATE OF NEW HAMPSHIRE DEPARTMENT OF BUISNESS AND ECONOMIC AFFAIRS DIVISION OF ECONOMIC DEVELOPMENT

Administration of State Trade and Expansion Promotion (STEP) Grant 6

### EXHIBIT A

Scope of Services - This Contract Agreement, by and between the Granite State District Export Council, hereinafter called "DEC," and the State of New Hampshire Department of 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, 2019 per the STEP Grant 6 program term.

### Personnel

- 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 a financial record keeping system consistent with STEP grant guidelines, including the establishment of a filing system.
- The DEC shall obtain approval from the State's Program Director prior to expenditure of any funding for services provided under this contract.
- The State shall prepare and submit all required project reporting required 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.
- 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.

### EXHIBIT B

### Anticipated Expenses

Description	
Export Expansion Fund	<u> </u>
Payment reimbursement and processing for participating ESBC's	\$11,733
Subtotal	\$11,733
Faraborough Air Show 2018	
Booth, marketing and branding	<b>\$</b> 75,000
Subtotal	\$75,000
Financial Assistance Awards	···
Reimbursement processing and reconciliation for participating ESBC's	<b>\$</b> 151,495
Subtotal	
Export Training Workshops	1.77
Trainer fees and venue fees	\$6,000
Subtotal	\$6,000
Administrative Fees	••
Granite State District Export Council	\$8,505
Subtotal	<b>\$</b> 8,505
Grand Total	\$252,733

- 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 trouble shooting of web-based forms .
- The DEC shall submit its final invoice no later than 60 days after the end of the STEP Grant 6 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
172 Pembroke Road
Concord, NH 03301

### EXFIBIT C

No special provisions are required for 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 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 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

(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on May 22, 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.

5/23/K

ATTEST

Joseph J.

Treasurer

Hizesupocitien or LLC - Non-specific, Open-ended)

Votary Public. State of New Harnoshire

Certificate of Authority #1

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MAYDOYYYYY)

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A W Frost Agency, Inc. 354 Central Street				PHONE (AC N	e, Erit		FAX [A/C, No]:		
Franklin, NH 03235				<b>3000</b>	33; ahatch@	davistowic	.com .		
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May 23, 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

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		1.2 State Agency Address	
Department of Business and Economic Affairs		172 Pembroke Rd	
		Concord, NH 03301	
<u> </u>		1.4 Contractor Address	<del></del>
1.3 Contractor Name			د بش
Granite State District Export Co	uncii .	54 Dover Point Road, Suite	101
		Dover, NH 03820	
İ			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
Number			
	2205-1451000-102	September 29, 2018	\$252.747.00
603-610-2416	2203-1431000-102	September 29, 2016	1 00000
	<u></u>		1292,733
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephon	s Number U
Tina Kasim, Program Director		603-271-8444	1.
Office of International Commerc	16		$\mathcal{L}_{\mathbf{r}}$
Ottion of Automationar Committee	•	•	
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1.11 Contractor Signature			itractor signatory
· a Calif		Gabriela Zeira, VIce Chair	·
(754XX)		Granite State District Export	Council
KINT	•		
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- 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 berein 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 Sérvices 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

Contractor Initials Date 9/18/17

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:
- (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 \$1,000,000per 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 9/1/

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 assignce 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 Now 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.

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Date 9/16//7

### STATE OF NEW HAMPSHIRE DEPARTMENT OF BUISNESS AND ECONOMIC AFFAIRS DIVISION OF ECONOMIC DEVELOPMENT

Administration of State Trade and Expansion Promotion (STEP) Grant 6

### **EXHIBIT A**

Scope of Services – This Contract Agreement, by and between the Granite State District Export Council, hereinafter called "DEC," and the State of New Hampshire Department of 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, 2018 per the STEP Grant 6 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 a financial record keeping system consistent with STEP grant guidelines, including the establishment of a filing system.
- The DEC shall obtain approval from the State's Program Director prior to expenditure of any funding for services provided under this contract.
- The State shall prepare and submit all required project reporting required 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.
- 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.

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### EXHIBIT B

### Anticipated Expenses

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	<b>\$</b> 75,000
Subtotal	\$75,000
Financial Assistance Awards	
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

- 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 trouble shooting of web-based forms ...
- The DEC shall submit its final invoice no later than 60 days after the end of the STEP Grant 6 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
172 Pembroke Road
Concord, NH 03301

### EXHIBIT C

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

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

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### 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 August 4, 2017 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:

9/18/17

ATTEST

Notary Public - New Hampshire
My Commission Expires June 7, 2022

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

Certificate of Authority #1

## 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



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of September A.D. 2017.

William M. Gordner Secretary of State

**GRANSTA-32** 

AHATCH

#### ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MAUDOMYTY) 09/22/2017

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 heider is an ADDITIONAL INSURED, the policy(les) 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 confillcate does not confer rights to the confillcate holder in flow of such endorsement(s). CONTACT Amanda Hatch
PHONE
(AC, No. En):

CONTACT Amanda Hatch
PHONE
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CONTACT Amanda Hatch A W Frost Agency, Inc. 354 Central Street Franklin, NH 03235 TAC, Hot: MARCA 

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Granite State District Export Council c/o Cornerstone Tax Services 54 Dover Point Rd, Suite 101			MAURER G:			
			MSURER O :			
Dover, NH 03820	,,		INSURER E :			
33701,7117			DISURER F :			
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State of NH - Department of Business and Economic Affairs 172 Pembroke Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord, NH 03301	authorized REPRESENTATIVE Annondar M. Haitel

ACORD 25 (2016/03)

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