



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

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November 9, 2015

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
and
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 14:30-a, VI, authorize the Department of Resources and Economic Development, Division of Economic Development, Office of International Commerce (Department) to amend Fiscal Committee Item #FIS 15-181, approved on August 26, 2015, and Governor and Executive Council Item #50, approved on September 16, 2015, by changing the end date *only* from the current end date of December 31, 2015 to a new end date of May 31, 2016 to better align with the Federal grant end date, effective upon Fiscal Committee and Governor and Executive Council approval. No increase in funding is requested with this time extension. **100% Federal Funds**
2. Upon approval of Requested Action number one and pursuant to RSA 124:15, authorize the Department to amend Fiscal Committee Item #FIS 15-181, approved on August 26, 2015, and Governor and Executive Council Item #50, approved on September 16, 2015, for a consultant class (046) for the purpose of contracting with a Consortium Manager by changing the end date *only* from the current end date of December 31, 2015 to a new end date of May 31, 2016 to better align with the Federal grant end date, effective upon Fiscal Committee and Governor and Executive Council approval. No increase in funding is requested with this time extension. **100% Federal Funds**

EXPLANATION

This request is to amend the end date only for a grant awarded by the US Department of Defense through the Office of Economic Adjustment. The Department originally requested an end date of December 31, 2015 to comply with the Continuing Resolution (Chapter 158, Laws of 2015). The funding for the program is currently available through May 31, 2016. This request will allow the Department to continue to further its efforts of providing technical assistance for growth and diversification opportunities for manufacturers serving the defense sector. The grant provides NH aerospace and defense businesses with vital tools and resources that will assist them to diversify their products, elevate their position in the international market, and ultimately, be less dependent on fluctuations in US defense spending levels. The OEA grant funds support critical training for commercialized product development which is a top priority for sector growth identified by the consortium membership. The OEA grant also provides funding for a Consortium Manager consultant who will be tasked with growing the consortium, transitioning the organization to a sustainable non-profit organization, and growing the capacity of its membership.

The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

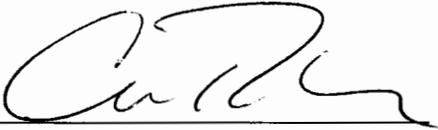
1. **List the personnel involved:** Class 046 – a contract with a consultant to provide consortium organization and expansion.

2. **Nature, need, and duration:** The contract for a Consortium Manager consultant was approved by the Governor and Executive Council (G&C) on September 16, 2015 (Item #51) with an end date of December 31, 2015. Upon Fiscal Committee and G&C approval of this OEA grant time extension request, the Department will seek G&C approval to extend that contract end date as well.
3. **Relationship to existing agency programs:** This grant funding is to be utilized specifically to contract with a Consortium Manager consultant.
4. **Has a similar program been requested of the legislature and denied?** No similar program has been requested or denied.
5. **Why wasn't funding included in the agency's budget request?** This project was not included in the Department's budget request because the funds were not available at the time the budget was being crafted; nor were the funds expected to be available with any degree of certainty.
6. **Can portions of the grant funds be utilized?** No portion of these grant funds can be used for any other purpose.
7. **Estimate the funds required to continue this position:** A contract not to exceed \$48,000 was entered into for the contractual services required to complete this project.

In the event that Federal Funds are no longer available, General Funds will not be requested to continue the support of this program.

Respectfully submitted,

Concurred,



Carmen Lorentz
Director



Jeffrey J. Rose
Commissioner



Approved - FIS # 15-181 8/26/15
b7c Item # 50 9/16/15

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

July 27, 2015

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
and
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- Pursuant to RSA 14:30-a, VI, authorize the Department of Resources and Economic Development, Division of Economic Development, Office of International Commerce to accept and expend grant funds in the amount of \$319,848 awarded by the US Department of Defense through the Office of Economic Adjustment effective upon Fiscal Committee and Governor and Executive Council approval through December 31, 2015. **100% Federal Funds**

Funding to be budgeted as follows:

03-35-35-350510-52700000 OEA Grant		2016 Requested Budget
000-403944	Federal Funds	(\$319,848)
040-500800	Indirect Costs	19,098
041-500801	Audit Fund Set Aside	320
046-500464	Consultants	48,000
057-500533	Books Periodicals Subscriptions	90,000
080-500719	Out-of-State Travel Reimbursement	2,800
102-500731	Contracts for Program Services	159,630
<i>Total:</i>		\$319,848

- Upon approval of Requested Action number one and pursuant to RSA 124:15, authorize the Department of Resources and Economic Development to establish a consultant class (046) for the purpose of contracting with a Consortium Manager effective upon Fiscal Committee and Governor and Executive Council approvals through December 31, 2015. **100% Federal Funds**

EXPLANATION

The US Department of Defense, through its Office of Economic Adjustment (OEA), assists communities impacted by program changes. Founded in 1961, OEA has helped communities in all 50 states and major United States territories develop comprehensive strategies to adjust to defense industry cutbacks, base closures, personnel and logistical realignments, and incompatibilities between military operations and local development. The recently launched grant program provides states with the resources to provide technical assistance for growth and diversification opportunities for manufacturers serving the defense sector.

Aerospace and defense constitutes two of New Hampshire's largest manufacturing sectors, both of which have experienced diminished sales and activity due to the previous recession and impacts from sequestration. One solution to counter the downturn in military contracts available for New Hampshire companies is to provide businesses with the information and resources necessary so that they can expand their market base. This is achieved through identification of new market trends internationally, commercialization of products with military applications, adaptation of business processes to commercial business culture, educational programs and access to

key market research reports for global geographic markets and products trends. All of these strategies lead to entry and expansion opportunities in the global marketplace, and all of which are addressed in the grant's scope of work.

The New Hampshire Aerospace and Defense Export Consortium (NHADEC) was established in 2013 by the Office of International Commerce (OIC). In partnership with OIC, NHADEC focuses on fostering the most opportune foreign markets for its members through collaborative efforts and global brand messaging and awareness. In less than two years, the consortium developed programs, technical assistance and expertise to support and expand export activities of its members. The programs have included regular training sessions on export compliance, domestic and international trade shows, presentations by global market experts and business-to-business matchmaking. The focus of OIC's and NHADEC's efforts is on export capacity building for NH businesses-increasing sales by diversifying and building new markets.

Each activity in the grant will provide the NH aerospace and defense businesses with vital tools and resources that will assist them to diversify their products, elevate their position in the international market, and ultimately, be less dependent on fluctuations in US defense spending levels. As a result, these businesses will become more sustainable and will contribute to the growth of NH's overall economy. Most importantly, the OEA funds also support critical training for commercialized product development; a top priority for sector growth identified by the consortium membership. The OEA grant funds will also provide funding to hire a Consortium Manager consultant who will be tasked with growing the consortium, transitioning the organization to a sustainable non-profit organization, and growing the capacity of its membership.

The following appropriations are being requested for Fiscal Year 2016:

Class	Class Description	Amount	Purpose
040	Indirect Costs	\$19,098	Amount budgeted by OEA to cover portion of indirect cost rate (6.35%)
041	Audit Fund Set Aside	\$320	Amount needed to cover audit fund set aside percentage (.001)
046	Consultants	\$48,000	Amount needed to cover consultant contract for consortium organization and expansion
057	Books Periodicals Subscriptions	\$90,000	Amount needed to cover purchase of market research materials
080	Out-of-State Travel	\$2,800	Amount needed to cover travel expenses of 2 staff for OEA Grantee Training in Washington, DC
102	Contracts for Program Services	\$159,630	Amount needed to cover contractual and other services as specified in the grant award

The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

- List the personnel involved:** Class 046 – a contract with a consultant to provide consortium organization and expansion.
- Nature, need, and duration:** The contract will be in effect for the period effective upon Governor and Executive Council approval through December 31, 2015.
- Relationship to existing agency programs:** This grant funding is to be utilized specifically to contract with a Consortium Manager consultant.
- Has a similar program been requested of the legislature and denied?** No similar program has been requested or denied.
- Why wasn't funding included in the agency's budget request?** This project was not included in the Department's budget request because the funds were not available at the time the budget was crafted; nor were the funds expected to be available with any degree of certainty.

6. **Can portions of the grant funds be utilized?** No portion of these grant funds can be used for any other purpose.
7. **Estimate the funds required to continue this position:** It is estimated that it will cost \$48,000 for the contractual services to complete the project.

Listed below are answers to standard questions required of all Fiscal Committee item requests related to RSA 14:30-a, VI "Expenditure of funds over \$100,000 from any Non State Source" or RSA 124:15 "Positions Authorized" or both:

1. **Is the action required of this request a result of the Continuing Resolution for FY 2016?** This action is not required as a result of the continuing resolution.
2. **If this request is retroactive what is the significance and importance of the action being effective from an earlier date?** This is not a retroactive request.
3. **Is this a previously funded and ongoing program established through Fiscal Committee and Governor and Executive Council action? (If so, include as an attachment the original documents as approved and cite the specific dates of authorization and end dates for each action as part of your answer to this question.)** No, this is a new program being offered via a grant award of funds by the US Department of Defense through the Office of Economic Adjustment.
4. **Was funding for this program included in the FY 2014-2015 enacted Budget or requested and denied?** Neither. This is a new program request and did not exist in FY 2014-2015.
5. **Is this program in total or in part, included in the vetoed FY 2016-2017 Operating Budget proposal currently pending for your department, or was it requested and denied?** This is a new program request and was not part of the FY 2016-2017 operating budget as proposed.
6. **Does this program include, either positions or consultants, and if so are the positions filled, vacant, or have offers pending? (Please provide details for each position and note whether consultant contracts have been awarded.)** State funded positions are not included as part of the award for this program. However, a consultant will be hired as the Consortium Manager as noted above. The consulting offer has not yet been made but is pending per Fiscal Committee and Governor and Executive Council approval.
7. **What would be the effect should this program be discontinued or not initiated as a result of this request being denied?** Without these funds, the consortium will lack a manager and training resources and will not be self-sustaining; instead relying upon the support of the state to continue to meet its goals. In turn, the OIC will not have sufficient resources to continue to support the NHADEC, as well as the needs of the aerospace and defense sectors of NH, who have already been impacted by the global and national economic downturn.

In the event that Federal Funds are no longer available, General Funds will not be requested to continue the support of this program.

Respectfully submitted,



Carmen Lorentz
Director

Concurred,



Jeffrey J. Rose
Commissioner

State of New Hampshire
Department of Resources and Economic Development

FISCAL SITUATION

03-35-35-350510-52700000 OEA Grant

Fiscal Year 2016 Grant Award	\$319,848
<i>Total Request</i>	<i>\$319,848</i>

Lavoie, Leanne

From: Kasim, Tina
Sent: Friday, July 17, 2015 9:17 AM
To: Way, Christopher; Marino, Christopher; Nelson, Nathaniel; Lavoie, Leanne; Myers, Patrice
Subject: RE: OEA grant

Further to my earlier email- any suggestions?:

"Tina,

This is our standard operating procedure, so our director won't sign another letter. The letterhead is being built into our new system, but that's a few months out (changing anything in our old system causes many other errors to pop up). Does it work to show the letter is in our official eGrants system?

If not, I can see if our grant administrator can write a notification letter on our letterhead - she can't sign the award letter or agreement, but simply say the attached, digitally signed materials are notification of award.

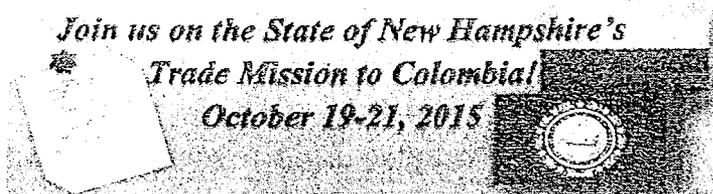
Thanks,
Margit

Margit Myers
Email: margit.a.myers.civ@mail.mil
Project Manager
Office of Economic Adjustment
2231 Crystal Drive Suite 520
Arlington, VA 22202
Phone: 703.697.2119

Tina Kasim

Program Manager
Office of International Commerce
Division of Economic Development
New Hampshire Department of Resources and Economic Development
172 Pembroke Road
Concord NH 03301

P: +1-603-271-8444
F: +1-603-271-6784
E: tina.kasim@dred.nh.gov
W: www.exportnh.org
Facebook and Twitter: ExportNH



FAIN: HQ00051510015
OEA Locator: ST1521-15-01
State of New Hampshire

Ms. Tina Kasim
Program Manager
Office of International Commerce
New Hampshire Department of Resources
and Economic Development
172 Pembroke Road
Concord, NH 03302-1856

Dear Ms. Kasim:

I am pleased to inform you that I have approved the request for \$319,848 of Department of Defense Community Planning Assistance Funds to carry out a community economic adjustment program in the State of New Hampshire. If the provisions of the attached Agreement are acceptable, please sign the document online.

Standard Form (SF) 270, "Request for Advance or Reimbursement" is used to request Grant funds. The first request for payment may be submitted electronically once you have signed the Agreement. The SF 425, "Federal Financial Report" is used to report final outlays and obligations for the entire Grant period and must be submitted to close out the Grant.

This Grant has been assigned the Federal Award Identifier Number (FAIN) HQ00051510015. Please use this number for reporting subaward and executive compensation information into the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS) as required. Please use the OEA locator on all OEA correspondence.

You may direct questions regarding this award to your OEA Project Manager, Ms. Margit Myers, at (703) 697-2119 or margit.a.myers.civ@mail.mil. We look forward to working with you.

Sincerely,

Patrick O'Brien 7/14/2015 1:03:15 PM
Patrick J. O'Brien
Director
Office of Economic Adjustment

Attachment:
As stated

**OFFICE OF ECONOMIC ADJUSTMENT
DEPARTMENT OF DEFENSE**

**GRANT AGREEMENT
FOR
STATE OF NEW HAMPSHIRE**

I. NOTICE OF AWARD

This Agreement is between the Resources and Economic Development, New Hampshire, the Grantee, and Department of Defense, through the Office of Economic Adjustment (OEA), the Grantor. The Grantee will undertake community economic adjustment activities as described in the Application for Federal Assistance, dated May 27, 2015, at the estimated cost of \$364,238, consisting of \$319,848 from the Grantor and \$44,390 from non-Grantor sources. By signing this agreement, the authorized organizational representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements as specified below, of this award. The application for assistance, and the following terms and conditions and other requirements are incorporated in this award by reference with the same force and effect as if they were given in full text.

II. GRANTEE INFORMATION

- A. Grantee Name: Resources and Economic Development, New Hampshire
- B. Grantee Address: 172 Pembroke Road Concord, NH 03302-1856
- C. Grantee DUNS Number: 787504158

III. GRANT AWARD DATA

- A. Project Title: State of New Hampshire (DIA)
- B. Federal Award Identification Number (FAIN): HQ00051510015
- C. OEA Award Number: ST1521-15-01
- D. Project Period: April 1, 2015 – May 31, 2016
- E. Statutory authority for Grant: 10 U.S. Code § 2391
- F. This award is not for Research and Development, and is made under Catalog of Federal Domestic Assistance (CFDA) number 12.617, Economic Adjustment Assistance for State Governments

IV. COMPLIANCE BY THE GRANTEE

The Grantee's actions under this Grant shall comply with the terms and conditions of this agreement, and all applicable Federal, State, interstate and local laws and regulations. This award is governed by the guidance in 2 Code of Federal Regulations (CFR) Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR Part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR Part 200" (79 Federal Register 76047, December 19, 2014), all of which are incorporated herein by reference, and OEA's Terms and Conditions as stated in this award. All applicable Federal statutes and regulations are posted on OEA's website at www.oea.gov. OEA may suspend or terminate this Agreement in whole, or in part, if the Grantee materially fails to comply with any term or condition of this Agreement. The Grantee shall not incur new obligations for the terminated portions after receiving notice of the termination, and shall cancel as many outstanding obligations as possible. Additional enforcement remedies for non-compliance and termination provisions, in 2 CFR Part 200 apply to this award. The decision of the Grantor in interpreting the Terms and Conditions of this Agreement shall be final.

V. OEA GENERAL TERMS AND CONDITIONS

A. The scope of work contained in any solicitation and/or request for proposals must be reviewed and approved by OEA prior to issuance.

B. Personnel

- (1) The Grantor must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the Grantor. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the Grantor for its consent prior to approval of a candidate.
- (2) The Grantee agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

C. Prior Written Approval

The purpose and scope of this award is to undertake community economic adjustment activities as specified in the grant application. Any changes in the project/program described in the application to include those identified below require prior written approval from OEA in the form of an amendment request:

- (1) Changes in the specific activities described in the application.

- (2) Changes in key personnel as specified in the application and/or this agreement.
- (3) Changes in the scope of work contained in any solicitation and/or request for proposals.
- (4) Need for additional Federal funds or changes in the non-Federal match.
- (5) Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
- (6) Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this grant agreement.
- (7) Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000.
- (8) Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

D. Grant Payments

- (1) A Standard Form (SF) 270, "Request for Advance or Reimbursement," shall be submitted when requesting funds. The first request for payment may be submitted electronically once you have signed the Grant Agreement.
- (2) All financial information on the SF 270 shall be shown as: Column (a)--Salaries and Benefits; Column (b)--Operating Expenses; Column (c)--Contracts.
- (3) Grant payments will be made by electronic funds transfer.
- (4) Grant funds for contractual services will be disbursed on a reimbursement basis only. Advances of up to 30 days may be requested for operational support. When Grant payments are cash advances, the amount requested will be limited to that actually required.
- (5) Grantee's payments to contractors/consultants shall be contingent upon the Grantee's acceptance of deliverables.
- (6) Requests for Federal funds (SF 270's) for final payment of consultant/contractor deliverables should be submitted to the Grantor after Grantee's acceptance of the deliverables.

E. Advance Payments

(1) Any Grant funds advanced or paid and not needed for approved grant purposes shall be reported immediately to the Grantor. Grantees are to submit payments, including refunds or reimbursements, directly to the Grantor's Fiscal Agent, the Defense Finance and Accounting Service (DFAS) Cleveland through one of the following methods:

(a) Via ACH with the following information:

Bank Name: Credit Gateway

RTN: 051036706

A/C: 220031

(b) Via Wire with the following information:

Bank Name: US Treasury

City: New York, NY

Country: USA

RTN: 021030004

Swift: FRNYUS33FX1

Account Name: DFAS-Cleveland

Account Number: 00008522

(2) The Grantor will not accept any paper checks or returned funds directly.

F. Grantee Contributions

Contributions to this project by non-Grantor sources are expected to be paid out at the same general rate as Grant funds.

G. Separate Bank/Fund Accounts

(1) The Grantee is not required to establish a separate bank account but may do so. The Grantee, however, must maintain accounting records to adequately identify the source and application of Grant funds. Other considerations, such as FDIC coverage, shall be in accordance with the provisions of 2 CFR Part 200.

(2) Interest earned on Grant funds shall be reported to the Grantor and used to reduce the Federal share of this Grant. The Grantee may retain interest on any Grant funds not to exceed \$500 per year for administrative expenses. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account

Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another Federal Agency payment system. The remittance must be submitted as follows:

- (a) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver
St. Paul, MN

- (b) For Fedwire Returns*:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas
NYC/Funds Transfer Division New York, NY
(*Please note organization initiating payment is likely to incur
a charge from your financial institution for this type of
payment)

H. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of Grant activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the Grantor.

I. Use of Consultants/Contractors

- (1) Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.
- (2) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
- (3) Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C. 1908 as \$150,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the

Federal Acquisition Regulation at \$3,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.

- (4) The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the Grantee's officers, employees, or agents, or by contractors.
- (5) The Grantee shall ensure that every consultant and every contractor it employs under the Grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
- (6) The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Grant.

J. Contractor Deliverables

- (1) A disclaimer statement will appear on the title page of any study prepared under this Grant. It will read:

“This study was prepared under contract with the Resources and Economic Development, New Hampshire, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the Resources and Economic Development, New Hampshire, and does not necessarily reflect the views of the Office of Economic Adjustment.”
- (2) The contractor identification will appear on the title page of the study funded by this grant.
- (3) Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

K. Post-Award Monitoring

- (1) Grantee Reporting
 - (a) The Grantee shall provide interim performance reports and a final performance report. The performance reports will contain information on the following:

- (i) A comparison of actual accomplishments to the objectives established for the period.
 - (ii) The reasons for slippage if established objectives were not met.
 - (iii) Additional pertinent information when appropriate.
 - (iv) An accounting, by the budget line items approved for this project, of expenses incurred during the reporting period, including the amount of Grant funds on hand at the beginning and end, and non-Grantor share of contributions over the term.
 - (v) The final performance report must contain a summary of activities for the entire Grant period. All required deliverables should be submitted with the final performance report.
- (b) The attached "Schedule of Reports" provides reporting periods and dates due for this award.
- (2) The Grantor reserves the right to conduct on-site reviews and/or off-site desk reviews to confirm compliance with programmatic and administrative terms and conditions.

L. Activities Prohibited

- (1) Duplication of Work: The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the Grant period.
- (2) Other Funding Sources: Grantor's funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.
- (3) Funds for Attorney/Consultant Fees: The Grantee hereby agrees that no funds made available from this Grant shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing grants or other services provided by the Grantor, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.
- (4) The Grantee is prohibited from using funds provided from this Grant or personnel employed in the administration of this program for political

activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.

- (5) Grant funds may not be used for marketing or entertainment expenses.
- (6) Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

M. Audits

- (1) The Grantee agrees to comply with audit requirements as specified in 2 CFR Part 200.
- (2) The Grantee shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The Grantee shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.
- (3) The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the Grantor.
- (4) The Grantor will seek to issue a management decision to the Grantee within six months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision.
- (5) The Grantor reserves the right to conduct an independent follow-up audit.

VI. NATIONAL POLICY REQUIREMENTS

A. Debarment and Suspension

The Grantee agrees to comply with 2 CFR Parts 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," and 1125, "Department of Defense Nonprocurement Debarment and Suspension." The Grantee also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Parts 180 and 1125.

B. Drug-Free Workplace

The Grantee agrees to comply with Subpart B, "Requirements for Recipients Other Than Individuals," of 32 CFR Part 26, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)."

C. Hatch Act

The Grantee is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the Grantee should seek legal counsel.

D. Universal Identifier Requirements and Central Contractor Registration

The Grantee agrees to comply with the requirements of 2 CFR Part 25, as amended, "Universal Identifier and Central Contractor Registration." The System for Award Management (SAM) has replaced the CCR system.

E. Trafficking Victims Protection Act of 2000

The Grantee agrees to comply with the requirements of 2 CFR Part 175, "Award Term for Trafficking in Persons."

F. Reporting Sub-award and Executive Compensation Information

The Grantee agrees to comply with the requirements of 2 CFR Part 170, "Reporting Sub-award and Executive Compensation Information."

G. Restrictions on Lobbying

The Grantee agrees to comply with the requirements of 31 U.S.C. § 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress.

H. Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information. If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

I. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the OEA website at www.oea.gov.

VII. PROJECT SPECIFIC TERMS AND CONDITIONS

A. BUDGET

The approved budget for this grant award is as follows:

APPROVED BUDGET			
OBJECT CLASS CATEGORY	FEDERAL	NON-FEDERAL	TOTAL PROJECT COSTS
Personnel	\$0	\$25,150	\$25,150
Fringe Benefits	\$0	\$19,240	\$19,240
Travel	\$2,800	\$0	\$2,800
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$148,000	\$0	\$148,000
Construction	\$0	\$0	\$0
Other	\$149,950	\$0	\$149,950
Total Direct Charges	\$300,750	\$44,390	\$345,140
Indirect Costs: 6.35% Base: Total direct costs, less capital expenditures and passthrough funds	\$19,098	\$0	\$19,098
Total Project Costs	\$319,848	\$44,390	\$364,238
Total Project Costs	87.8%	12.2%	100%
Program Income	\$	\$	\$
Total	\$319,848	\$44,390	364,238\$

- B. The Grantee assures that 12.2 percent of the total project costs shall be contributed by non-Grantor sources.
- C. The indirect cost rate of 6.35 percent of total direct costs, less capital expenditures and passthrough funds, based on the October 27, 2014 Indirect Cost Negotiation Agreement certified by Jeffrey J. Rose, Commissioner, on behalf of the Grantee, and accepted by the cognizant agency, is accepted for the term of this award.
- D. The Grant period is from April 1, 2015, through May 31, 2016. Eligible costs incurred between April 1, 2015, and the date of this Agreement are allowable and reimbursable.

THE TERMS OF THIS GRANT ARE AGREED TO BY:

Patrick O'Brien
Patrick J. O'Brien
Director
Office of Economic Adjustment

7/14/2015 1:03:15 PM
DATE

Tina Kasim
Tina Kasim
Program Manager
Office of International Commerce
New Hampshire Resources and
Economic Development

7/15/2015
DATE

Jeffrey J. Rose
Jeffrey J. Rose
Commissioner
Department of Resources and Economic
Development
State of New Hampshire

8/3/15
DATE

Schedule of Reports
For
State of New Hampshire
FAIN: HQ00051510015

April 1, 2015 through May 31, 2016

<u>Interim Performance Reports</u>	<u>Due Date</u>
04/01/2015 through 10/31/2015	11/30/2015
11/01/2015 through 04/30/2016	05/30/2016
05/01/2016 through 05/31/2016	08/31/2016
 <u>Final Performance Report</u>	
04/01/2015 through 05/31/2016	08/31/2016
 <u>Final Federal Financial Report (SF 425)</u>	
04/01/2015 through 05/31/2016	08/31/2016
 <u>Deliverables</u>	
	08/31/2016