



STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION OF ECONOMIC DEVELOPMENT
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341
 FAX: 603-271-6784
 www.nheconomy.com

June 5, 2015

Her Excellency, Governor Margaret Hassan
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development (DRED), Division of Economic Development to enter into a **SOLE SOURCE** contract with the Granite State District Export Council (DEC) (VC #221380), North Hampton, NH, in the amount of \$18,812 to administer the trade mission to Columbia and the nearby countries upon Governor and Executive Council through October 31, 2015. 100% General Fund
2. Further authorize the Department to make a disbursement in the amount of \$18,812 to DEC for the purposes of the contract upon Governor and Executive Council approval.

Funding in Fiscal Year 2015 is available as follows:

	<u>FY 2015</u>
03-35-35-350510-36120000	
International Commerce	
080-500716 Out-of-State-Travel	\$18,812

EXPLANATION

The Office of International Commerce, within the Division of Economic Development, has identified an opportunity, as well as requests from the New Hampshire business community, to design and implement a trade mission to Colombia and nearby South American countries. The office has travel funds specifically provided for the purposes of trade events. The division seeks to contract with the DEC to act as DRED's agent to coordinate and administer the travel arrangements and itineraries associated with the next state sponsored trade mission. The DEC has fulfilled similar contractual duties in the past for Federal grant initiatives such as the Export Expansion Fund, the Dubai International Air Show, and the Arab Health Medical Show. The reason for a sole source contract is that the DEC has specific experience with the coordination of New Hampshire missions and has systems and procedures in place for professional and timely execution. The DEC also has a proven record of leadership expertise in the international trade market, which is essential to the goals of clients seeking to expand their export activities.

The trade mission will take place October 19-21 in Colombia, followed by spin offs to nearby markets from October 21-23, 2015. The timing of the trade mission is a result of the availability of businesses, from New Hampshire and Colombia, to travel. The availability of US Embassy staff in Bogota, Colombia and the nearby markets also plays a major role in the scheduling of the trade mission as they will serve as New Hampshire's in-country point of contact and partners.



TDD ACCESS: RELAY NH 1-800-735-2964  recycled paper

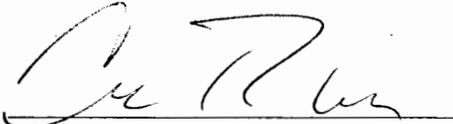
DIVISION OF ECONOMIC DEVELOPMENT 603-271-2341

New Hampshire's economic development efforts are enhanced by the support it offers to small companies seeking to export their products worldwide. The DEC works closely with the Division of Economic Development through its ability to coordinate the myriad of details involved with trade events. For all of the reasons stated above, we respectfully request to enter into a contract on a Sole Source basis.

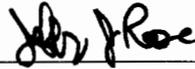
The Attorney General's office has approved this agreement as to form, substance and execution.

Respectfully submitted,

Concurred,



Carmen Lorentz
Director



Jeffrey J. Rose
Commissioner

Subject:

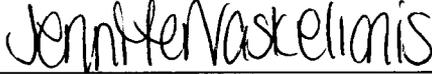
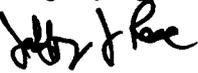
Administration of Trade Mission to Colombia and CAFTA-DR

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name Granite State District Export Council, Inc.		1.4 Contractor Address PO Box 593 North Hampton NH 03862	
1.5 Contractor Phone Number 603-643-9600	1.6 Account Number 36120000--080	1.7 Completion Date 10/31/15	1.8 Price Limitation Up to \$18,812
1.9 Contracting Officer for State Agency Tina Kasim, OIC Program Director		1.10 State Agency Telephone Number 603-271-8444	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen Wyman, Chair, Granite State District Export Council, Inc.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/15/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		JENNIFER L. VASKELIONIS, Notary Public My Commission Expires June 20, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer Vaskelionis, Notary Public			
1.14 ^{com} State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 5/15 <u>6/9/15</u>			
1.18 Approval by the Governor and Executive Council By: On:			

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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.

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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials WVW
Date 5/16/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT**

Administration of Trade Mission to Colombia and CAFTA-DR

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 Resources and Economic Development, hereinafter called the “State,” is for DEC to provide financial administration, coordination and administrative support in the implementation of the trade mission to Colombia and CAFTA-DR.

Time of Performance – 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 *October 31, 2015*.

Personnel

- The DEC shall secure at their own expense 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 State 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 as follow up to this activity.
- All original invoices and billing shall be retained by the State and shall be available to the DEC upon request.

Contractor Initials
Date 5/15/15

EXHIBIT B

Anticipated Expenses

Description	
Colombia and CAFTA Trade Mission	
Track progress and required materials for B2B matchmaking appointments for each participating business in each market	
Secure and coordinate all logistics in each market	
Secure and coordinate interpreters for each participating business in each market	
Collect and coordinate marketing materials from participating NH businesses	
Collect and document final schedules for participating businesses	
Assist in pre-departure briefing to participants	
Assist in coordination with US Dept of Commerce and US Embassy in each market	
<i>Sub total</i>	\$17,872
Administrative Fees	
Granite State District Export Council	\$940.00
GRAND TOTAL:	\$18,812

Contractor Initials KW
Date 5/15/15

EXHIBIT C

Pursuant to RSA 21-I: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.

Contractor Initials KW
Date 5/15/15

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 formed June 24, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Corporate Resolution

I, Gabriele Zeira, 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 January 15, 2015
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Karen Wyman, 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)

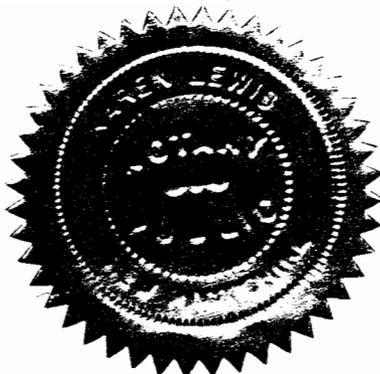
its agencies or departments and further is authorized to execute any documents which
may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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: 5/15/15

ATTEST: 
(Name and Title)

Granite State District
Export Council Member



Certificate of Authority #1

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

State of New Hampshire,
County of Hillsborough} ss.

Before me, a Notary Public for the State of New Hampshire, appeared the above named Gabriele Zeira, who acknowledged and signed the foregoing instrument and their signing was their free act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 15th day of May, 2015.



Karen Lewis
Notary Public, State of New Hampshire

KAREN LEWIS, Notary Public
My Commission Expires August 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 holder is an ADDITIONAL INSURED, the policy(ies) must 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).

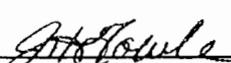
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: Donna Beaudoin PHONE (A/C, No, Ext): 603 225-6611 E-MAIL ADDRESS: dbeaudoin@davistowle.com	FAX (A/C, No): 603-225-7935
	INSURER(S) AFFORDING COVERAGE	
INSURED Granite State District Export Council P.O. Box 593 North Hampton, NH 03862	INSURER A: Hanover Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			OHVA431275	09/25/2014	09/25/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
			PROPERTY DAMAGE (Per accident)	\$				
				\$				
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NH Department of Resources & Economic Development 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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