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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

March 3, 2021

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), Office of Workforce Opportunity (OWO) to enter into a **SOLE SOURCE** amendment to an existing contract (RFP#DBEA-OWO 2019-0003) with Associated Builders & Contractors NH/VT (ABCNHVT) (VC#155017) Concord, NH. This amendment increases the price limitation by $60,520.00, from $89,000.00 to $149,520.00, with no change to the contract completion date for the provision of Construction Sector Advisor services effective upon Governor and Council approval through February 4, 2022. The original contract was approved by Governor and Council on February 19, 2020, Item #43. **100% Federal Funds (Workforce Innovation and Opportunity Act (WIOA), Governor's Discretionary Funds).**

Funds are available in the following account for Fiscal Year 2021, and are anticipated to be available in Fiscal Year 2022, upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified.

03-22-22-220510-14530000, Office of Workforce Opportunity

	FY 2021	FY 2022
102-500731-Contracts for Program Services	$36,315.00	$24,205.00

EXPLANATION

This **SOLE SOURCE** amendment is to add funding to the second contract year to support Construction Sector intermediary staff to continue to work with construction sector stakeholders and others to assist in the management of the activities and programs specific to implementing sector strategies in the construction industry. The NH Sector Partnership initiative is an industry-driven, statewide effort to help businesses in targeted industries address their workforce needs, and help workers prepare for and advance in careers. Specifically, this amendment will increase the capacity at the Associated Builders & Contractors NH/VT (ABCNHVT) to lead the way in the creation and communication of career pathways to support displaced workers and construction employers, particularly in the wake of the COVID-19 pandemic.

In the event Federal Funds no longer become available, additional General Funds will not be requested to support this program.

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

Respectfully submitted,

Taylor Caswell,
Commissioner

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Concord, New Hampshire 03301
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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

AMENDMENT OF CONTRACT WITH RESPECT TO THE IMPLEMENTATION OF WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The Department of Business and Economic Affairs and the Associated Builders & Contractors NH/VT (ABCNHVT) (VC#155017), Concord, NH hereby mutually agree to amend their contract (#1075534) for Sector Partnership Services (RFP#DBEA-OWO 2019-0003). The Governor and Executive Council originally approved this contract on February 19, 2020 (Item #43), with a completion date of February 4, 2022, with an option for renewal. This **SOLE SOURCE** amendment increases the contract amount by $60,520.00 for a total contract award of $149,520.00. This contract is 100% federal funding – WIOA Discretionary Funds.

This **SOLE SOURCE** amendment of the existing agreement increases the award amount to add funds to the second contract year and increases the capacity for the delivery of sector activities in the Construction Sector, coordinated through the State Sector Partnership team lead by BEA. Funds allocated through this contract process have been approved for use by the State Workforce Innovation Board to cover the cost of staff, outreach and other activities as appropriate to the role of the Sector Advisor (i.e., Intermediary) for the construction industry, as allowable under WIOA.

This **SOLE SOURCE** modification of the contract accomplishes the following:

1. Increases the original grant award by $60,520.00 for a new total grant amount of $149,520.00.
2. Adds funding to the second contract year.
3. Decreases the minimum matching requirement for second year from 25% to 15% due to impacts of COVID-19.
4. All funds awarded via this contract agreement shall be expended consistent with the Uniform Guidance – Office of Management and Budget (OMB) CFR Chapter II, Part 200, et al.
5. All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth; and
6. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

Associated Builders & Contractors NH/VT (ABCNHVT)

Joshua Reap, President/CEO — Date: 2/25/21

Business and Economic Affairs (BEA)

Taylor Caswell, Commissioner BEA — Date: 3/3/2021

Approved by the Attorney General (Form, Substance and Execution)

By: /s/ Stacie M. Moeser Date: March 4, 2021

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Attachment 1

Contract Language for Use in New or Renewed Contracts

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1) The services required to be performed under the terms of this Agreement as written;

2) The services actually performed;

3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Contractor Initials: _____

Date: 2/25/21

CERTIFICATE OF AUTHORITY

I, Matthew Johnson, hereby certify that I am the duly elected, qualified and acting *Chairman* of New Hampshire/Vermont Chapter, Associated Builders and Contractors, Inc., a *New Hampshire* corporation, (the "Company") and am authorized to execute this Certificate on behalf of the Company.

I hereby further certify that:

1. in my capacity as *Chairman* of the Company I am familiar with the books and records of the Company;
2. *Joshua P. Reap* the duly elected *President & CEO* of the Company as of the date of the contract to which this certificate is attached;
3. per the Company's By-Laws, adopted by Company's Board of Directors on September 21, 2016, the *President & CEO* is authorized to *"perform such duties as the Board may assign."* Said By-Laws have not been amended or repealed and remain in full force and effect as of the date of the contract to which this certificate is attached; and
4. it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above has full authority to bind the corporation. To the extent that there are any limits on the authority of this individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated therein.

DATED: 2/9/21 **ATTEST:** **Matthew Johnson, Chairman of the Board**

(Name and Title)

State of New Hampshire

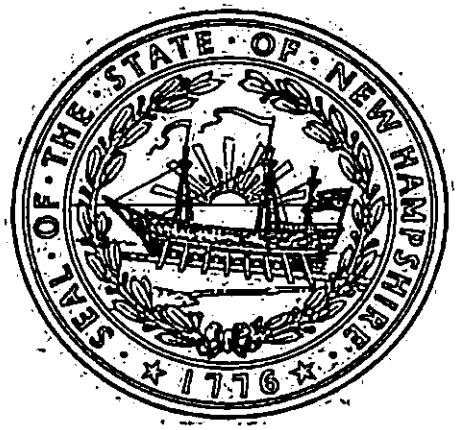
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE/VERMONT CHAPTER, ASSOCIATED BUILDERS AND CONTRACTORS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 22, 1976. 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: **61230**

Certificate Number: **0005252825**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of February A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2021

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 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).

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Susan Vesta
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: svesta@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Ins Co.	31325
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Associated Builders & Contractors
58 Chenell Drive
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 20-21 All lines 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			CPA0265659-22	10/01/2020	10/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CPA0265659-22	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUA5095778-18	10/01/2020	10/01/2021	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA5281618-15 (3a.) NH	10/01/2020	10/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

BEA/OWO
100 North Main Street
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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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

#43
Approved 2/19/2020

January 22, 2020

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) to enter into a contract with Associated Builders & Contractors NH/VT (ABCNHVT) (VC#155017), Concord, NH in the amount of $89,000.00, for the provision of Construction Sector Advisor services, with the option to renew for an additional two-year period, effective upon Governor and Council approval through February 4, 2022. **100% Federal Funds (Workforce Innovation and Opportunity Act (WIOA), Governor's Discretionary Funds).**

Funds are available in the following account for Fiscal Years 2020 and 2021 with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified.

03-22-22-220510-14530000, Office of Workforce Opportunity

	FY 2020	FY 2021
102-500731-Contracts for Program Services	$53,400.00	$35,600.00

EXPLANATION

This contract between NH BEA/OWO and ABCNHVT for the delivery of Construction Sector advisor services is in response to the Sector Advisor Services Request for Proposals DBEA-OWO 2019-0003 released in December 2019 (See Attachment A for RFP process details). ABCNHVT will work with key stakeholders from the construction industry to design and implement sector specific activities that support the ongoing development of employment opportunities in the construction industry. This Sector is part of the NH Sector Partnerships Initiative ("SPI") which is an industry-driven, statewide initiative to help businesses in targeted industries address their workforce needs, while also helping workers prepare for and advance in careers within the industry. There are currently four industry sectors in addition to construction: manufacturing, technology, healthcare and hospitality. Sector projects are driven by partnerships that include industry employers, educational institutions, third-party training providers, workforce development entities, as well as other relevant state and local agencies. ABCNHVT will provide staff to serve as a Sector Advisor who will initiate construction sector activities and manage projects between meetings to ensure accountability and progress toward goals. The role of the Advisor includes coordinating partnership meetings; recruiting

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champions in every region of the state; engaging workforce system, education and training providers, community-based organizations, and other key stakeholders in partnership meetings; accessing diverse financial resources from public, private, and philanthropic sources to support workforce services; and facilitating solutions and action steps at partnership meetings to advance progress on strategy.

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

Respectfully submitted,

Wildolfo (Will) Arvelo,
Director of Economic Development

Concurred,

Taylor Caswell,
Commissioner

HCO

ATTACHMENT A – RFP DETAILS
Sector Partnership Advisor Services

Purpose of the RFP

"Sector Partnerships Initiative" (SPI) refers to sector initiatives (also called sector partnerships) that are employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a local labor market. Sector initiatives rely on industry champions to elevate awareness and credibility to the program. Sector Advisors engage employers and other key stakeholders to develop expertise in the industry of focus and to coordinate information and resources to develop and implement effective and coordinated workforce solutions to address industry needs.

The Department of Economic and Business Affairs, Office of Workforce Opportunity issued a Request for Proposal (RFP) on behalf of the State Workforce Innovation Board (Board). The purpose of the RFP was to identify specific organizations and/or individuals interested in providing staff to serve as Sector Partnership Advisors for one or more of the following industry clusters: Manufacturing, Hospitality, Medical, Technology and/or Construction.

Sector Advisors contribute substantially to the mission of the State Workforce Innovation Board (SWIB) by bringing together workers, employers and public/private funding to support training for occupations in key industries. Specifically, Sector Advisors focus on creating pathways to employment by building valuable partnerships with other affiliated organizations.

RFP Process Details

- DBEA/OWO issued a RFP for **Sector Partnership Advisor Services** on behalf of the State Workforce Innovation Board (SWIB) on December 4, 2019.
- DBEA/OWO posted the RFP on the State of NH procurement website, as well as the DBEA and NH Works websites. In addition, the RFP was sent via email to NH Works partner agency staff, and others who may have an interest, with instruction to share as appropriate.
- The following entities responded to the RFP:
  - NH Manufacturing Extension Program (Manufacturing)
  - Tech Alliance (Tech Talent)
  - NH Health Care Association (Medical)
  - Associated Builders & Contractors NH/VT (Construction)
- Three representatives were selected to serve as the RFP review committee; four proposals were reviewed and scored by the following individuals:
  - Joe Doiron, BEA/OWO Workforce Administrator
  - Laura Lieberman, BEA/OWO Fiscal Administrator
  - Carol Miller, BEA/DED Advocate of Broadband Technology
- As reflected in the table below, one entity submitted a proposal for each sector and all entities that responded to the RFP submitted a successful proposal, i.e., received greater than the minimum score required for consideration. Scoring is out of a maximum of 130.

Sector	Hospitality	Manufacturing	Tech Talent	Medical	Construction
Proposer(s)	NH Lodging and Restaurant Association	Manufacturing Extension Program - NH	Tech Alliance	NH Health Care Association	Associated Builders & Contractors NH/VT
Review Team	**Total Score**	**Total Score**	**Total Score**	**Total Score**	**Total Score**
Joe Doiron	116	122	112	120	114
Laura Lieberman	116	122	100	116	104
Carol Miller	124	118	118	124	122

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 NH Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Concord, NH 03301	
1.3 Contractor Name New Hampshire & Vermont Chapter of Associated Builders and Contractors (ABC NH/VT)		1.4 Contractor Address 58 Chenell Drive, Suite 11, Concord, NH 03301	
1.5 Contractor Phone Number 603-226-4789	1.6 Account Number 03-22-22-220510-14530000-102-500731	1.7 Completion Date February 4, 2022	1.8 Price Limitation $89,000.00
1.9 Contracting Officer for State Agency Taylor Caswell, Commissioner		1.10 State Agency Telephone Number 603-271-7275	
1.11 Contractor Signature Date: 1/7/20		1.12 Name and Title of Contractor Signatory Joshua P. Reap	
1.13 State Agency Signature Date: 1/24/2020		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner (HRD)	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 2/4/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: JPR
Date 1/7/20

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DR
Date 1/7/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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EXHIBIT A
SPECIAL PROVISIONS

As a condition of this contract agreement Associated Builders & Contractors NH/VT (ABCNHVT) agrees to:

1. Allow OWO staff to conduct on-site program and fiscal monitoring as requested to comply with federal program management requirements.

2. ABCNHVT staff funded through this agreement must agree to maintain WIOA participation confidentiality and equal opportunity federal requirements to the extent that he/she has direct contact with WIOA eligible customers in the course of carrying out the responsibilities outlined in the Scope of Work.

3. This agreement is 100% federally funded therefore, the federal Intellectual Property Clause applies, which states that the Federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes:

   i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and
   ii) rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials) Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise

4. If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance WIOA law:

   "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. The institution that created it copyrights this product. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

5. Contracts for more than the simplified acquisition threshold currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (See State Contract Form P37).

6. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity. In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P37 Contract Document, BEA/OWO by thirty (30) day written notice, may terminate this agreement, in whole or in part, when it is in the best interests of BEA/OWO. For supplies, ABCNHVT shall be compensated in accordance with its auditable costs to point or notification of termination. For services, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.

7. Debarment and Suspension - A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines

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SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. ABCNHVT shall certify by signature to this agreement that to the best of their knowledge, neither ABCNHVT nor any of its principals:

(a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;

(b) have within a five-year period preceding this agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of antitrust statutes, commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and

(d) have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause.

8. Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Should future amendments to this agreement result in total contract funds in access of this threshold, ABCNHVT shall certify by signature to this agreement that they shall comply with the Clean Air Act and the Federal Water Pollution Control Act to the extent that such provisions may apply to this agreement.

9. Compliance with Procurement of recovered materials. The Solid Waste Disposal Act does not apply to this agreement. ABCNHVT shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions should apply to this agreement.

10. Breach of Contract: Contracts for more than the simplified acquisition threshold currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. ABCNHVT agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.

11. Equal Employment Opportunity. As a condition of this award ABCNHVT agrees to comply with the nondiscrimination and equal opportunity provisions outlined below and will remain in compliance for the duration of the agreement. During the performance of this contract (agreement), the contractor (ABCNHVT) agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee

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or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

12. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). ABCNHVT shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

13. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). ABCNHVT shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

14. Rights to Inventions Made Under a Contract or Agreement. If the recipient or sub-recipient of a contract awarded with federal funds wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. ABCNHVT shall certify by signature to this agreement that they are familiar with the provisions of the Rights to Inventions Made Under a Contract or Agreement and shall comply with these provisions to the extent they are or become applicable to this agreement.

15. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. ABCNHVT shall certify by signature to this agreement to comply with Anti Lobbying provisions as applicable.

Contractor Initials JR

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16. Veterans' Priority Provisions: ABCNHVT agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Priority of service for veterans is a condition of receipt of US DOL funds.

17. Buy American Notice Requirement: To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, ABCNHVT agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).

18. Salary and Bonus Limitations do not apply to contractors (as defined in 2 CFR 200.23) providing goods or services, therefore this clause is not applicable to the contract award.
    a. Funds available under this Agreement may not be to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at *https://www.opm.gov*
    b. In instances where funds awarded under this agreement pay only a portion of the salary or bonus, this contract may only be charged for the share of the employee's salary or bonus attributable to the work performed on the Sector initiative, if allowable. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under this agreement.
    c. The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services.
    d. When an individual is working for the same recipient or Subrecipient in multiple offices that are funded by title I of WIOA or the Wagner-Peyser Act, the recipient or Subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.

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EXHIBIT B
SCOPE OF WORK

TERM & EXTENSION

This cost reimbursement contract for services between Associated Builders & Contractors, NH/VT (ABCNHVT) and NH Department of Business & Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning February 5, 2020 or upon Governor and Council approval, whichever comes later, and terminating on February 4, 2022, with a two-year renewal option upon G&C approval. Total payments under this agreement shall not exceed $89,000.00.

The State Workforce Innovation Board authorized the use of Workforce Innovation and Opportunity Act (WIOA) Governor's Discretionary funds to support specific sector development activities. ABCNHVT shall fund a Sector Advisor position that shall be available to work with stakeholders from the construction industry and others, to assist in the management of sector specific activities throughout the State. The Sector Advisor shall provide services consistent with the deliverables identified in the *Sector Advisor Services Request for Proposals DBEA-OWO 2019-0003* issued by OWO on December 4, 2019, incorporated by reference into this contract agreement. Exhibit C of this agreement provides detail for allowable costs under this agreement.

"Sector Partnership Initiative" (SPI) refers to state's sector development process (also called sector partnerships), which are employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. The Sector Initiative relies on industry champions to elevate awareness and inspire credibility for the program. Sector Advisors engage employers and other key stakeholders to develop expertise in the industry of focus; and to coordinate information and resources to develop and implement effective and coordinated workforce solutions.

ABCNHVT shall provide staff to serve as the Sector Advisor for the Construction Industry. The Advisor shall facilitate the direct and ongoing support necessary to organize key stakeholders in an industry sector into a business-led working group that focuses on the shared goals and human resource needs of the industry cluster. Specifically, the Advisor shall be responsible for the delivery of the services outlined below. In addition, the Sector Advisor will work collaboratively with Sector management staff at BEA and report on activities and outcomes to the State Workforce Innovation Board upon request.

Deliverables

Provision of dedicated staff to perform the role and responsibilities of the Sector Advisor, required for developing a robust sector initiative focused on creating and implementing pathways to career advancement and employment within the identified sector. Specially, the Sector Advisor shall be accountable for the following activities. The Sector Advisor and/or contractor will engage in working with the BEA Workforce Administrator to fine-tune expectations and deliverables specific to the Scope of Work outlined in this agreement.

a) Meeting Planning, Coordination and Support

- Coordinate partnership meetings – set the agenda, prepare materials, secure venue, and taking minutes/notes that articulate next steps.
- Facilitate solutions and action steps at partnership meetings to advance progress on strategy,

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- Engage workforce system, education and training providers, community-based organizations, and other key stakeholders in partnership meetings.
- Serve as a single point of contact on all inquiries relating to the partnership.

b) Work Plan – Development and Implementation

- Guide a planning process to identify the Sector Partnership goals and strategies for achieving goals.
- Collaborate with stakeholders to implement strategies.

c) Communication, Recruitment, Outreach, and Marketing

- Develop an internal/external communication plan, designed to keep key stakeholders informed.
- Recruit stakeholders/champions across the State for active engagement.

d) Data Management and Reports

- Build and maintain a database of stakeholders to support outreach, communication, and program development.
- Publish monthly progress and activities reports specific to partnership development and contract deliverables.

e) Leveraging Resources

- Work to align the education, training, and other workforce services in regions assisting to eliminate gaps in service, reduce duplication of effort, and assure a seamless delivery of workforce services.
- Access diverse financial resources from public, private, and philanthropic sources to sustain the Sector Initiative.

f) Career Pathways

- Create career pathway systems that aligns public partners and engages them in a continuous conversation with industry.
- Develop partnership led by businesses that works to ensure job-seekers and students move seamlessly through and among support programs, educational institutions, training opportunities, and work-based experiences to build skills and credentials that meet industry demand and prepare them for jobs and careers
- Identify and maintain career pathways specific to industry needs; coordinate with exiting career pathway efforts.

g) Performance Metrics

- Develop a set of metrics for measuring success i.e. return on investment.
- Performance outcomes shall be easily managed and available to share with stakeholders, including the State Workforce Innovation Board, and mutually accepted by all parties to the process.

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h) Sustainability

- Demonstrate a commitment to securing non-government funds representing no less than 25% of costs for sustaining the initiative after the first year of the contract period. Funding for 75% of costs in year two shall be contingent upon achieving goals, as determined by the Workforce Board, and availability of federal funds.

- The Sector Advisor shall track and report on leveraged resources to the State Board (e.g. cash, in-kind, other additional resources contributing to the success of a project) on a quarterly basis.

Reporting Requirements.

ABCNHVT shall submit written monthly reports to BEA using a mutually agreed upon format, that includes no less than the following information:

- Monthly progress and activities reports specific to partnership development and contract deliverables
- Quarterly update on leveraged resources (included in every third monthly report)
- Quarterly update on progress in securing funds to sustain the project in year two of this contract agreement (included in every third monthly report)
- Ad-hoc reports requested by BEA and/or the SWIB.

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EXHIBIT C
BUDGET - PRICE LIMITATION & PAYMENT TERMS

This contract is funded with WIOA Discretionary Funds (CDFA #17.258; 17.278; 17,259) as recommended by the State Workforce Innovation Board and approved by the Governor of New Hampshire.

Funds authorized under this agreement are for the sole purpose of implementing allowable Sector Partnership Initiative activities under the Workforce Innovation and Opportunity Act (WIOA) and shall not be used for any purpose other than those activities identified in Exhibit B Scope of Work.

Total agreement not to exceed: **$89,000.00**

TERMS OF PAYMENT

1. For expenses related to the Sector Advisor position from February 5, 2020 or upon Governor and Council approval, whichever comes later, through February 4, 2022, ABCNHVT shall be paid up to eighty-nine thousand dollars ($89,000.00)
2. Funding to cover expenses consistent with the line-item budget below under this agreement shall not exceed $89,000, unless otherwise modified and approved by G&C.
3. Invoices for expenditures in access of the maximum allowable amount within any cost category will not be reimbursed.
4. The maximum amount allowed for an individual cost category may be revised upon prior written consent from BEA.
5. Line-Item Budget Details for the first year of funding, up to $89,000.00 are outlined below. Funding for the second year covered under this agreement will be negotiated no later than December 2020, and added to this contract via a contract modification approved by G&C.

Cost Category	Annual Cost	Description of Costs/Deliverables	Matching Funds (cash, in-kind, leveraged)
Salary	$67,500	.5 FTE, 20 hours per week at $65.00 per hour	$6,500
Benefits	$7,500	.5 FTE @ 11% of salary (health insurance, 401k match)	$ 750
Travel	$4,000	Travel for .5 person @ 0.58 per mile; meetings, etc.	$ 400
Communications/Marketing	$10,000	Social Media content creation and promotion of individual trades opportunities to support SPI activities.	$1,000

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		•Support of I Build NH video series and its promotion •SPI Construction Website maintenance and content development •Marketing of a construction careers exploration program	
Total	$89,000		$8,650

6. ABCNHVT understands that federal guidelines requires BEA to allow providers to charge their negotiated indirect cost rate, unless both parties agree to waive this provision, such is the case for this contract. Therefore, ABCNHVT shall invoice for direct charges only as outlined above. Indirect costs chargeable to this contract consistent with ABCNHVT policy shall be the sole responsibility of ABCNHVT and considered a cash in-kind contribution for this project.

7. BEA reserves the right to negotiate second year funding at a later date contingent upon the following criteria: successful performance as determined by the SWIB; private funds available to support no less than 25% of second year costs; and the availability of federal funds.

8. ABCNHVT shall submit a monthly invoice to BEA electronically for reimbursement of expenses for services performed. The amount of the Invoice shall be payable to ABCNHVT in accordance with the State of NH's 30-day statutory payment schedule.

Invoices shall be sent to: Laura.Lieberman@livefree.nh.gov
Office of Workforce Opportunity
100 N. Main Street
Concord, NH 03301

Payment shall be made to: Associated Builders & Contractors NH/VT
Attn: Joshua Reap
58 Chenell Drive Rte. 106
Concord, NH 03301

9. An authorized representative of ABCNHVT must sign invoices.

10. Supporting documentation, mutually agreed upon by ABCNHVT and OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced.

11. Payments may be withheld pending receipt of required deliverables/reports as defined in Exhibit A of this agreement, as applicable.

Contractor Initials: JR
Date: 1/7/20

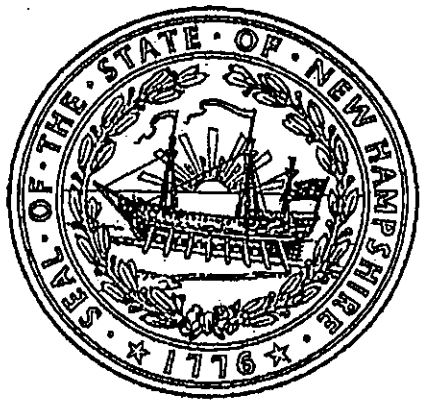
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE/VERMONT CHAPTER, ASSOCIATED BUILDERS AND CONTRACTORS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 22, 1976. 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: 61230

Certificate Number: 0004757214



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of January A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Wilfred E. Long, hereby certify that I am the duly elected, qualified and acting *Chairman* of New Hampshire/Vermont Chapter, Associated Builders and Contractors, Inc., a *New Hampshire* corporation, (the "Company") and am authorized to execute this Certificate on behalf of the Company.

I hereby further certify that:

1. in my capacity as *Chairman* of the Company I am familiar with the books and records of the Company;
2. *Joshua P. Reap* the duly elected *President & CEO* of the Company as of the date of the contract to which this certificate is attached;
3. per the Company's By-Laws, adopted by Company's Board of Directors on September 21, 2016, the *President & CEO* is authorized to *"perform such duties as the Board may assign."* Said By-Laws have not been amended or repealed and remain in full force and effect as of the date of the contract to which this certificate is attached; and
4. it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above has full authority to bind the corporation. To the extent that there are any limits on the authority of this individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated therein.

DATED: 1/21/2020 **ATTEST:** _____
(Wilfred E. Long, Chairman)

State of New Hampshire
County of Hillsborough

Signed or attested before me on the 21st day of January 2020 by Wilfred E. Long.

Rebecca Ricketts
(Signature of notarial officer)

Notary Public, State of New Hampshire
My commission expires _____

REBECCA L. RICKETTS, Notary Public
State of New Hampshire
My Commission Expires June 15, 2021

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Gail Shaw
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: gshaw@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Ins Co.	31325
INSURER B: Union Insurance Company	25844
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Associated Builders & Contractors
58 Chenell Drive
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 2019-2020 MASTER 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPA0265659-21	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CPA0265659-21	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Non-owned	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUA5095778-17	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA5281618-14 (3a) NH	10/01/2019	10/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

BEA/OWO
100 North Main Street
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

Dason Sch

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