

STATE OF NEW HAMPSHIRE OFFICE OF THE GOVERNOR

April 8, 2021

Taylor Caswell Director Governor's Office of Emergency Relief and Recovery 100 North Main Street, Suite 100 Concord, N.H. 03301

Dear Director Caswell,

Pursuant to my authority under RSA 21-P:43; RSA 4:45; RSA 4:47; and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04 and 2021-05 I have approved your written request, in attachment, to take the following actions related to Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief Funds:

- 1. Authority for the Governor's Office of Emergency Relief and Recovery (GOERR) to transfer \$1,000,000 in CARES Act Funds to the Department of Business and Economic Affairs (BEA) to cover eligible COVID-19 expenses related to the state's economic recovery from COVID-19. Budgeted consistent with the information in the request in attachment, effective through May 31, 2021. (100% Federal Funds).
- 2. Authority for BEA to accept and expend \$1,000,000 in CARES Act funds from GOFERR in support of COVID-19 response efforts. Budgeted consistent with the information in the request in attachment, effective through May 31, 2021. (100% Federal Funds).
- 3. Authority for BEA to amend an existing contract with McKinsey & Company without further approval to continue to the Economic Recovery and Expansion Strategy work, by increasing the total from \$500,000 to \$1,500,000. Budgeted consistent with the information in the request in attachment, effective through May 31, 2021. (100% Federal Funds).

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

Christopher T. Sununu

Governor

CC

Charles Arlinghaus, Commissioner, Department of Administrative Services

Taylor Caswell, Commissioner, Department of Business and Economic Affairs

107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301

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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

EMERGENCY RELIEF AND RECOVERY

March 31, 2021

His Excellency, Governor Christopher T. Sununu State House Concord, NH 03301

REQUESTED ACTION PERSUANT TO RSA 4:45; RSA 4:47; RSA 21-P:43; AND EXECUTIVE ORDER 2020-04, AS EXTENDED BY EXECUTIVE ORDERS 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05 AND EXECUTIVE ORDER 2020-06

Dear Governor Sununu,

The Governor's Office for Emergency Relief and Recovery (GOFERR) requests authority to transfer \$1,000,000 in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to the New Hampshire Department of Business and Economic Affairs (BEA) to cover eligible COVID-19-related expenses related to the state's economic recovery from COVID-19. This authority would be effective upon your approval through May 31, 2021. 100% Federal funds.

Funds for this transfer are available in 01-02-002-020210 - Governor's Office for Emergency Relief & Recovery, 19110000 - Office of the Director, as follows:

085-588522 - Inter-Agency Transfer of Federal Funds

FY 2021 \$1,000,000

 Contingent upon approval of the above Requested Action, authorize the BEA to accept and expend \$1,000,000 from the GOFERR in support of COVID-19 response efforts. These appropriations will be budgeted in FY2021 as allocated below:

Class	Account	Req	uested Budget
102 - Contracts for Program Services	500731	\$	1,000,000.00
	Total Expenses	\$	1,000,000.00
Source of Funds			
OOD - Fed Rev Transfers from Other Agency	488502	\$	1,000,000.00
	Total Funds	\$	1,000,000.00

 Contingent upon approval of the actions above, authorize BEA to enter into the attached contract amendment with McKinsey & Company without further approval to continue the Economic Recovery and Expansion Strategy work, increasing the total from \$500,000 to \$1,500,000. 100% Federal Funds

EXPLANATION

Funds budgeted in accounting unit 19340000 will be used to continue to support the COVID Economic Recovery Framework Strategy, which is now called the Economic Recovery and Expansion Strategy

(ERES). Using previously authorized funds, the BEA conducted a review of New Hampshire's economic development ecosystem and its capacity to help the state lead COVID-related business recovery efforts. This review included establishing the needs of businesses as they seek to recover from COVID-19, assessing the ability of the current framework to address those needs, and recommending changes to help address gaps where needs were not being met. BEA is now in a position to begin working with stakeholders in the state's economic development ecosystem to improve service delivery for companies as part of COVID-19 recovery, including bringing together stakeholders in a more formalized system to share knowledge, contacts, and other resources (including how to access potential financing streams) to close the gaps in economic development service delivery. BEA foresees establishing groups that can help share resources within a region or across the state as necessary to ensure businesses can access information they would need to assist in their recovery from COVID-19. Additionally, BEA will establish a dashboard reporting system using economic and non-economic data to report on the effectiveness of recovery efforts to date and to help identify where future aid or resources will help aid in the continued recovery of important sectors of the state's economy. The estimated cost of this work is \$1,000,000.

This funding is necessary to ensure that BEA can properly identify all the stakeholders needed to ensure that the state can effectively close the gaps in economic development service delivery, and will pay to engage a contractor to augment BEA efforts in this regard.

All CARES Act funds under this authorization must be spent by May 31, 2021.

Respectfully submitted,

Chase Hagaman

Deputy Director, GOFERR

Contract Agreement with McKinsey & Company, Inc. Washington, D.C. for Economic Recovery and Expansion Strategy

AMENDMENT

This Agreement (hereinafter called the Amendment) dated 9th day of March, 2021 is by and between the State of New Hampshire, acting by and through its Department of Business and Economic Affairs (BEA), Division of Economic Development (hereinafter referred to as the State) and McKinsey & Company, Inc. Washington, D.C.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor under RSA 21-p:43; RSA 4:45; RSA 4:47; and executive order 2020-04, as extended by executive orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14,2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01 AND 2021-02, agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, McKinsey & Company Inc. Washington, D.C. and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

- 1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - A. The price limitation as set forth in the Agreement will increase by \$1,000,000 from the previous \$500,000, for a total value of \$1,500,000.
 - B. The Time of Performance as set forth shall end 5/31/2021.
 - C. Exhibit B shall be changed to include the following: updated Scope of Work related to launching pilot programs identified as Collaborative Economic Development Regions (CEDR) and Center of Excellence (CoE) as part of the COVID-19 economic recovery.
- Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this
 Amendment by the Governor of the State of New Hampshire.
- Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of
 this Agreement, the Agreement and the obligations of the parties thereunder, shall remain in full force and
 effect in accordance with the terms and conditions set forth therein.

Contractor Initials Marie Sand

Contract Agreement with McKinsey & Company, Inc. Washington, D.C. for Economic Recovery and Expansion Strategy

AMENDMENT

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

McKinsey & Company, Washington, D.C.

By: Manjort-Smg	
On this theday of	, 2021, before me the undersigned officer,
personally appeared	who acknowledged himself to be the person who
executed the forgoing instrument for the purpo	ose therein contained.
IN WITNESS WHEREOF, I hereunt	to set my hand and official seal.
My Commission expires: THE STATE OF NEW HAMPSHIRE Department of Business and Economic Affairs By: Taylor Caswell, Commissioner	S
Approved by Attorney General this 19th da execution.	y of March, 2021, as to form, substance and
OFFICE OF ATTORNEY GENERAL /s	s/ Stacie M. Moeser

Contractor Initials

AMENDED EXHIBIT B

Below are details of the Scope of Services of this Agreement extension issued under the contract between Contractor and New Hampshire Department of Business and Economic Affairs executed 17 September 2020. There are no changes to Exhibit A of the Agreement.

Between the date of approval and following the schedule of deliverables for analysis and draft reports in March and April 2021, and no later than May 31, 2021, the McKinsey & Company, Inc. Washington, D.C. (Contractor) will:

Define, design, and assist in the implementation of the state-developed economic recovery strategy with the target of assisting businesses in COVID-19 recovery. This implementation will include assisting in establishing a Center of Excellence (CoE) and a Collaborative Economic Development Region (CEDR) to expand the offering of COVID-19 recovery assistance and economic development services for businesses.

- 1. For the design and implementation of a pilot of the new economic development ecosystem, Contractor will focus on the following activities:
 - i. Define and design strategy and future state wide collaborative working model:
 - Update strategic plan document to include shorter timeframe and new goals to reflect COVID
 priorities; create clear roadmap of processes and systems to deliver on this plan (including choices
 for pilot launch of first COE and CEDR)
 - b. Establish responsibilities and requirements for each CoE/CEDR, including services, regions, roles, responsibilities, proposed BEA working roles/ relationships, stakeholders, operational model, and funding; Define metrics for success of program, and develop plan to collect and track these ecosystem metrics
 - c. Assist with set-up of "transformation" team at BEA and define any necessary new roles / responsibilities of BEA working team
 - ii. Convene stakeholders for future economic development ecosystem, syndicate and refine plans:
 - a. Share updated strategic plan with Governor's office and key stakeholders across the state for final feedback; provide input to marketing materials and fact pack ahead of official release; advise on release of updated strategic plan
 - b. Establish roles and responsibilities of core working group of external advisors and stakeholders; Lay out key design decisions for stakeholders to engage on (e.g., how to divide regions); Hold

Contractor Initials

- kick-off meeting and one additional workshop to engage priority stakeholders on CoE/CEDR design decisions
- c. Design operating model for BEA representation within the CoE and CEDR pilots; Create template for transition to local CoE/CEDR ownership and long-term sustainable representative involvement

iii. Assist with launch of pilot programs:

- a. Decide on pilot CEDR and CoE groups; Develop strategic agenda for first CEDR and CoE and hold first meeting of each; Support planning and preparations for first "annual conference" of involved entities; Define KPIs for tracking success and develop plan for how the State can collect these data (e.g., surveys, 3rd party sources, reporting requirements of BEA grants)
- b. Develop -12 month roadmap for BEA to further expand CEDRs/CoEs across the state

The specific Contractor deliverables include:

- Initial briefing meeting with Department of Business and Economic Affairs leadership and staff on action plan for the project
- At least monthly reports/updates or as major deliverables approach, provided to the Department of Business and Economic Affairs leadership and staff to support any invoices that may be submitted
- Set aside a meeting time to meet in-person or virtually as circumstances permit to provide informal updates every week
- One (1) formal, written report that addresses the needs in this SOW, including:
 - o Report on the analysis of the implementation of pilot CEDR and CoE
 - o Action plan for launch of subsequent CoE and CEDR
 - o Road map for further engagement with stakeholders on CoE/CEDR design and operation
 - o Address the development of metrics and regular data collection
 - Develop ideas of engagement on annual conference related to COVID-19 continued recovery and growth and promotion of CEDRs and CoEs

Place of Performance: Contractor expects the need to work fully virtually given the current travel restrictions and safety precautions in regards to the COVID-19 pandemic. Contractor would be open to discussing whether limited exceptions to this might be justified from time to time, dependent on the safety considerations.

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Based on consultation with Contractor, the Department of Business and Economic Affairs expects deliverables based on the following schedule:

Timeline	Deliverable	Description
Week of March 22, 2021	Initial briefing with BEA on project plan and review of proposed deliverables, discuss plans for pilot CoE and CEDR	Conference call/Zoom/Teams
Week of April 5, 2021	Kick off Meeting for CEDR that includes non-BEA stakeholders	Conference call/Zoom/Teams
Week of April 5, 2021	Kick off Meeting for CoE that includes non-BEA stakeholders	Conference call/Zoom/Teams
Week of April 26, 2021	Workshop for CEDR which includes (i) review of evolution of design and activities of pilot CEDR; (ii) Plan first "annual economic development conference" of involved entities; (iii) Assess progress with tracking KPI success metrics	Conference call/Zoom/Teams
Week of April 26, 2021	Workshop for CoE which includes (i) review of evolution of design and activities of pilot CoE; (ii) Plan first "annual economic development conference" of involved entities; (iii) Assess progress with tracking KPI success metrics	Conference call/Zoom/Teams
Week of May 10, 2021	Deliver operating model to BEA	Document in .doc, .pdf, or .ppt file (or similar).
Week of May 17, 2021	Deliver transition templates for CEDR and CoE to BEA	Document in .doc, .pdf, or .ppt file (or similar).
Week of May 31, 2021	Revised, final report submitted to BEA	Document in .doc, .pdf, or .ppt file (or similar).

Contractor Initials

AMENDED EXHIBIT C

Below is the detailed payment terms of this Agreement:

Contract Price

Total contract shall not exceed:

\$1,500,000.00

Total contract price:

\$1,500,000.00

Method of Payment

Contractor will submit progress reports and invoices to the State on a monthly basis, based on the
Deliverables table in Exhibit B. Invoices will show current and cumulative fees to date. The State will pay
Contractor within 30 days after receipt of the monthly progress reports and invoices by the Office of
International Commerce, Program Director.

• Contractor will submit invoices based on the following Billing Schedule:

Invoice Due Date	Amount	
03/31/2021	\$250,000	
04/15/2021	\$250,000	4.12
05/31/2021	\$500,000	
Total FFP	\$1,000,000	-

- Contractor will submit a final invoice and any associated final reports needed by the State of New Hampshire, as the originator of funding for this contract, within 60 days of the final report delivered.
- All Contractor invoices must be sent to:

Tina Kasim, OIC Program Manager
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

Email: Tina.Kasim@livefree.nh.gov

Contractor Initials

MCKINSEY & COMPANY, INC. WASHINGTON, D.C.

Corporation Certification of Authority

- I, Judy Choi, Assistant Secretary of McKinsey & Company, Inc. Washington, D.C., a corporation organized and existing under the laws of the State of Delaware, United States of America and registered for authority to do business with the State of New Hampshire (the "Corporation"), do HEREBY CERTIFY that:
- 1. Navjot Singh is a Senior Partner of the Corporation, and, as such, is authorized to sign and deliver for, and on behalf, and in the name of the Corporation, any documents that may be required in connection with The New Hampshire Department of Business and Economic Affairs ("BEA") engagement (the "Engagement").
- 2. It is understood that the BEA will rely on this certificate as evidence that the person listed above currently occupies the position indicated and has full authority to sign and deliver for, and on behalf, and in the name of the Corporation, any documents that may be required in connection with the Engagement.

IN WITNESS WHEREOF, the undersigned has executed the certificate this 1st day of March, 2021.

Associate General Counsel

Date: 12 March 2021

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 MCKINSEY & COMPANY, INC. WASHINGTON D.C. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 06, 2013. 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: 688047

Certificate Number: 0005266757



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of February A.D. 2021.

William M. Gardner Secretary of State

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS



September 22, 2020

His Excellency, Governor Christopher T. Sununu State House Concord, New Hampshire 03301

REQUESTED ACTION UNDER RSA 21-P:43: RSA 4:45: RSA 4:47: AND EXECUTIVE ORDER 2020-04. AS EXTENDED BY EXECUTIVE ORDERS 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 AND 2020-18

Authorize the Department of Business and Economic Affairs (DBEA), to enter into a **retroactive**, **sole source** contract with McKinsey & Company, Inc. Washington D.C. (Vendor #500731) in the amount of \$498,000.00 to assist the Department of Business and Economic Affairs in developing a COVID Economic Recovery Strategy. This Strategy will examine the economic development ecosystem in the State of New Hampshire and identify how the Department of Business and Economic Affairs may more effectively support COVID-19 business recovery efforts, 100% Federal Funds.

Funding is available in the following account through December 30, 2020, pursuant to your letter to then-Director Little of the Governor's Office for Emergency Relief and Recovery dated August 6, 2020:

03-22-22-220100-19340000 COVID ECON RECOVERY

State Fiscal Year	Class	Class Description	Account	Amount
2021	102	Contracts for Program Services	500731	\$498,000.00
			Sub-Total	\$498,000.00

EXPLANATION

The Department of Business and Economic Affairs is requesting the approval of this **retroactive**, **sole source** contract to facilitate the preparation of a detailed COVID Economic Recovery Strategy. DBEA seeks to justify this contract as sole source given the existing state of emergency related to COVID-19 and under the provisions of Executive Order 2020-04 and extensions which allow for the suspension of Governor and Council Manual of Procedure and the Department of Administrative Services (DAS), Administrate Rules, Adm 600, relating to competitive bidding requirements. The contract vendor, McKinsey & Company, has a proven track record of conducting similar studies specific to state economic development ecosystems, at the highest quality and results.

- 100 North Main Street
 Suite 100
 Concord, New Hampshire 03301
- **4** 603.271.2341
- ▶ visitningov inheconomy com ichoosenh com

His Excellency, Governor Christopher T. Sununu Page 2 of 3

This contract will support the DBEA in the creation of the study that will review New Hampshire's economic development ecosystem and its capability to help the state lead business COVID recovery efforts by establishing the needs, assessing the ability of the current state economic development framework to deliver on those needs. It will determine where gaps exist, provide an analysis of proposed options for change to establish a strategic and valuable collaborative framework between the State of New Hampshire, localities (including cities, towns, and regional stakeholders), academia, and the business community. This new framework will enhance the ability of the DBEA to swiftly and efficiently support COVID recovery efforts among the state's business community.

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

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

Respectfully submitted,

Taylor Caswell Commissioner

I hereby approve this request pursuant to RSA 4;45, RSA 21-P;43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, and suspend the Manual of Procedure and the Department of Administrative Services Administrate Rules, Adm 600 competitive bidding requirement.

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

 IDENTIFICATION. 					
1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100, Concord NH03301			
1.3 Contractor Name McKinsey & Company, Inc. W	ashington D.C.	1.4 Contractor Address 1200 19th St NW, STE 1000 Washington, D.C. 20036			
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
202-662-3100	500731	December 30, 2020	\$500,000.00		
1.9 Contracting Officer for St Tina Kasim, OIC Program Dire		1.10 State Agency Telephone Number 603-340-7037			
1.11 Contractor Signature	Date: 9/4/2020	1.12 Name and Title of Cor Kirk Rieckhoff, President	tractor Signatory		
1.13 State Agency Signature	100-00-00-00-00-00-00-00-00-00-00-00-00-	1.14 Name and Title of Stat	te Agency Signatory		
2020,1 10:56:	09.15 37 -04'00' Date:	Taylor Caswell, Commissioner			
1.15 Approval by the N.H. De	epartment of Administration, Div	ision of Personnel (if applicable			
Ву:		Director, On:			
1.16 Approval by the Attorne	y General (Form, Substance and	Execution) (if applicable)			
By: 1	a	On: 9/17/	(2020		
1.17 Approval by the Govern	or and Executive Council (if app	olicable)			
G&C Item number:		G&C Meeting Date:			

EXHIBIT A

The following additional or modified provisions from contract Form Number P-37 apply to this Agreement.

Paragraph 5.2 shall be amended with the following addition (in bold):

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. The Services shall not be deemed medical, investment, legal, tax, accounting or other regulated advice, such as professional advice normally provided by licensed or certified practitioners, and do not constitute policy advice. The Contractor does not supplant the State's management or other decision-making bodies and does not guarantee results. The State remains solely responsible for its decisions (including policy decisions), actions, use of the deliverables furnished by the Contractor hereunder and compliance with applicable laws, rules and regulations. In no event shall the Contractor's liability to the State in connection with this Agreement exceed the Price Limitation set forth in block 1.8. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

Explanation: Contractor has requested additional language to clarify its liability in the contract related to services that the Contractor provides. Specifically, the Contractor seeks to clarify that it provide strategic support and advice, but not legal, medical, financial, accounting, or related advisory services.

State Initials: TC

Contractor Initials: KR

Paragraph 6.1 shall be amended with the following addition (in bold):

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. Notwithstanding the foregoing, the State considers McKinsey to be a "contractor" under 2 CFR § 200.330 and the State will not impose Federal Cost Principles and Audit Requirements within 2 CFR § 200 et seq on McKinsey.

Explanation: Contractor has requested additional language as it performs services on a firm-fixed price only and does not have an approved cost accounting system. Contractor is therefore requesting explicit approval to be exempt from the particular federal cost accounting and audit provisions since this is not applicable for this Agreement.

State Initials: TC

Contractor Initials: KR

Paragraph 6.3 shall be amended with the following additions (in **bold**) and deletion (deleted language is in strikeout):

6.3. The Contractor agrees to **reasonably** permit the State or United States access to any of the Contractor's books, records and accounts for the sole purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this **commercial firm-fixed-price** Agreement.

Explanation: Contractor agrees that it will comply with this requirement, within the confines of its commercial practices and procedures, with reviews conducted by the State or U.S. Federal Government to substantiate its compliance with this particular Agreement.

State Initials: TC

Contractor Initials: KR

Paragraph 8.1.1 shall be amended with the following addition (in **bold**) and deletion (deleted language is in strikeout):

8.1.1 failure to perform the Services in accordance with the terms of this Agreement described in the attached EXHIBIT B satisfactorily or on schedule;

Explanation: Contractor seeks to clarify subjective term of "satisfactorily" with reference to the agreed-upon Statement of Work.

State Initials: TC

Contractor Initials: KR

Paragraph 9.1 shall be amended with the following addition (in bold):

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. In the event of early termination, the Contractor shall be paid for services and deliverables submitted up to the termination date.

Explanation: Contractor accepts the right of the State to terminate for convenience, but requests to be paid for work performed and delivered prior to the termination date if contract is terminated.

State Initials: TC

Contractor Initials: KR

Paragraph 10.1 shall be amended with the following additions (in **bold**) and deletions (deleted language is in strikeout):

10.1 As used in this Agreement, the word "data" shall mean all information and things first developed, acquired, or obtained during the Agreement and solely for 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, and all which has been paid for in full by the State.

Explanation: Contractor seeks to ensure the Contractor maintains ownership of such proprietary tools developed independently of this Agreement, which derive independent economic value for the Contractor and which the commercial viability of such IP is dependent on not being generally known to the public or third parties.

State Initials: TC

Contractor Initials: KR

Paragraph 10.2 shall be amended with the following addition (in bold):

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. Notwithstanding the foregoing, the Contractor may retain one copy of the data or any property for archival purposes, subject to the confidentiality restrictions of this Agreement.

Explanation: The Contractor requests such revisions to ensure that it can comply with a subsequent investigation or audit, as well as any other legally required requests after the termination of this Agreement.

State Initials: TC

Contractor Initials: KR

Paragraph 10.3 shall be amended with the following additions (in bold) and deletions (deleted language is in strikeout):

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. Notwithstanding the foregoing, the Contractor's work for the State is confidential and intended for the State's internal use only. In consideration for the Services, the State agrees not to use Contractor's name or trademark externally, without Contractor's prior written permission and understands that Contractor will not advocate, present findings, or speak on the State's behalf in any public forum without specific written authorization and agreement. If the State receives a request under N.H. RSA chapter 91-A to which the contractor's data would be responsive, the State shall give the contractor at least 30 days' notice prior to producing the documents. Contractor shall be responsible for any necessary action to protect its data.

Explanation: The Contractor understands and acknowledges that the State may have legal obligations to disclose such information (e.g., as required under applicable Public Disclosure or cited Right to Know Law), but requests that the State provide prior notification to Contractor in such a circumstance. The proposed language is Contractor's standard nondisclosure/publicity clause used for clients, but remains especially important for COVID related services in order to provide our clients with neutral and unbiased analysis.

State Initials: TC

Contractor Initials: KR

Paragraph 13 shall be amended with the following additions (in bold):

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 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. The Contractor shall not indemnify for that portion of any claims, liabilities or costs arising hereunder due to the negligent act or failure of the State, its officers and employees.

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.

Explanation: Contractor finds it fair and reasonable to indemnify the State for that portion of a claim which Contractor is responsible for, and not for any portion of a claim that arises due to the State's negligent acts. In terms of the patent and infringement terms, State clients are often in agreements and contracts with third parties where there could be patents or copyright terms in the data we receive and we would be unaware of a breach of this if we receive the same data from the State and are caught in an infringement claim.

State Initials: TC

Contractor Initials: KR

A new provision shall be included (in bold) between the State and the Contractor:

Both parties acknowledge and agree that the situation around COVID-19 is highly dynamic, evolving rapidly, subject to significant uncertainty, a lack of reliable information and other events completely beyond the parties' control. The Contractor's Services are being provided on an expedited basis and may not have the benefit of certain detailed analyses in performing the Services. The State will review and approve or concur in the Contractor's work, including its methodologies and approaches, in carrying out the Services.

State Initials: TC

Contractor Initials: KR

A new provision shall be included (in bold) between the State and the Contractor:

Notwithstanding any provision herein, this contract is being entered into under the Governor's emergency powers in RSA 4: 44-47; RSA 21-P and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16 and is effective upon approval by the Governor.

State Initials: TC

Contractor Initials: KR

EXHIBIT B

Below is the Scope of Services of this Agreement.

Between the date of approval and following the schedule of deliverables for analysis and draft reports in October and November 2020, and no later than November 20, 2020, the McKinsey & Company, Inc., Washington, D.C. (Contractor) will:

Provide an analysis, which should include four parts, with a focus on efforts by regional, local, and non-government authorities in New Hampshire such as Chambers of Commerce, local development funds or authorities, and institutions of higher education. The four parts are:

- Identify the universe of entities that are part of New Hampshire's economic development ecosystem.
- Identify the services that these entities are providing, with a focus on services related to COVID-19 recovery.
- Identify how these entities cooperate and collaborate with each other and with the State of New Hampshire, if at all.
- Develop analysis to support or expand services these entities are providing and to support or expand cooperation and collaboration among these entities and with the State of New Hampshire.

For the analysis on the universe of entities, Contractor will examine regional, local, and non-government entities engaged in economic development working within the State of New Hampshire. For non-government entities, the analysis should include Chambers of Commerce within the State of New Hampshire, regional or local development councils and planning institutions, and educational institutions including institutions of higher learning (the university system as well as the community college system). The examination of these entities should focus on:

- These entities' current ability to provided traditional and non-traditional financial support
 to businesses and workers (traditional support would include loans and lines of credit
 from financial institutions, while non-traditional financial support may include
 community development funds and micro-lending),
- These entities' ability to participate in efforts to attract business investment and expansion (from domestic and foreign sources), including real estate or commercial development,
- These entities' current efforts to develop or implement economic development strategies,
- These entities' current ability to provide technical or educational resources to businesses and to workers to reduce unemployment or underemployment or to upskill employees to meet technological advances.

For the analysis on the services that entities are providing, Contractor will develop a list of technical and financial services that are being provided by these entities, with a focus on those services necessary to address the economic challenges that result from the COVID-19 pandemic as well as those that can support medium- and long-term economic growth. These may include, but not be limited to participation in:

- · Advisory services to governments, employers, institutions of higher learning, etc.
- Economic development strategy or planning services to regions or local entities within New Hampshire
- · Commercial or residential real-estate planning services

- Workforce development and job training services
- Non-traditional financial services for small business
- Business and workforce recruitment services

For the analysis of cooperation, Contractor will look at the entities identified in (1) and identify how these entities cooperate with each other and with the State of New Hampshire, and to the extent at which this cooperation occurs. This can include identifying points of contact, whether there is a formal cooperation structure (such as through a council that exists) or if cooperation is more informal (such as phone calls on an as-needed basis).

For the analysis on strengthening services provided, Contractor will examine the services identified in (2), as well as services not currently provided but that would be important to recovery from COVID-19 (such as those provided by other states or entities outside New Hampshire). This examination should be used to develop analysis to assist and support the delivery of identified technical and financial services. Analysis may include items such as:

- Creation of a public/private advisory entity to drive further evolution of ecosystem based on specific employer and workforce goals as the State moves through the pandemic,
- · Regional structuring of existing stakeholders and how they cooperate,
- Optimal design of the activities of the state's economic development role to support regional and local development work, and
- Strategies to fill service gaps of which the State is in need as it moves into short-term economic recovery.

The contractor deliverables are:

- Initial briefing meeting with Department of Business and Economic Affairs leadership and staff on action plan for the project.
- At least monthly reports/updates provided to the Department of Business and Economic Affairs leadership and staff to support any invoices that may be submitted
- Set aside a meeting time to meet in-person or virtually as circumstances permit to provide informal updates every week.
- One (1) formal, written report that addresses the needs in this SOW.
 - A draft list of analyses to allow BEA to begin working on potential actions by October 5, 2020.
 - At least one draft or interim version of this report by November 2, 2020 to demonstrate progress towards meeting the requirements in this SOW.
 - o At least one final version of the report by November 20, 2020.

Place of Performance: Contractor expects the need to work fully virtually given the current travel restrictions and safety precautions in regards to the COVID-19 pandemic. Contractor would be open to discussing whether limited exceptions to this might be justified from time to time, dependent on the safety considerations.

Based on consultation with Contractor, the Department of Business and Economic Affairs expects deliverables based on the following schedule:

Timeline	Deliverable	Description
Week of September 7/14, 2020	Initial briefing with BEA on project plan and review of proposed deliverables	Conference call

Week of September 28, 2020	Monthly report/update on actions taken so far and plans for the next month, as well as identifying problem areas where BEA assistance needed	Document in .doc, .pdf, or .ppt file (or similar).
Week of October 5, 2020	Initial analysis submitted to BEA.	Document in .doc, .pdf, or .ppt file (or similar).
Week of October 12, 2020	Feedback provided by BEA	Via email and/or conference call
Week of October 26, 2020	Monthly report/update	Document in .doc, .pdf, or .ppt file (or similar).
Week of November 2, 2020	First draft report submitted to BEA along with analysis	Document in .doc, .pdf, or .ppt file (or similar).
Week of November 9, 2020	Feedback provided by BEA	Via email and/or conference call
November 20, 2020	Revised, final report submitted to BEA	Document in .doc, .pdf, or .ppt file (or similar).

EXHIBIT C

Below is the detailed payment terms of this Agreement:

Contract Price

Total contract shall not exceed:

\$500,000.00

Total contract price:

\$498,500,00

Method of Payment

Contractor will submit progress reports and invoices to the State on a monthly basis, based on the
Deliverables table in Exhibit B. Invoices will show current and cumulative fees to date. The State will pay
Contractor within 30 days after receipt of the monthly progress reports and invoices by the Office of
International Commerce, Program Director.

· Contractor will submit invoices based on the following Billing Schedule:

Invoice Due Date	Amount
09/28/2020	\$200,000
10/30/2020	\$200,000
11/20/2020	\$98,500
Total FFP	\$498,500

- Contractor will submit a final invoice and any associated final reports needed by the State of New Hampshire, as the originator of funding for this contract, within 60 days of the final report delivered.
- All Contractor invoices must be sent to:

Tina Kasim, OIC Program Manager NH Department of Business and Economic Affairs I Eagle Square, Suite 100 Concord, NH 03301

Email: Tina.Kasim@livefree.nh.gov

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 MCKINSEY & COMPANY, INC. WASHINGTON D.C. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 06, 2013. 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: 688047

Certificate Number: 0004980663



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of August A.D. 2020.

William M. Gardner

Secretary of State

McKinsey & Company, Inc. Washington, D.C.

CORPORATION CERTIFICATION OF AUTHORITY

- I, James Fitzgerald, the duly elected and acting Assistant Treasurer of McKinsey & Company, Inc. Washington, D.C., a corporation organized and existing under the laws of the State of Delaware, United States of America and registered for authority to do business with the State of New Hampshire (the "Corporation"), do HEREBY CERTIFY that:
 - 1. Kirk Rieckhoff is the President of the Corporation, and, as such, is authorized to sign and deliver for, and on behalf, and in the name of the Corporation, any documents that may be required in connection with The New Hampshire Department of Business and Economic Affairs ("BEA") engagement (the "Engagement").
 - 2. It is understood that the BEA will rely on this certificate as evidence that the person listed above currently occupies the position indicated and has full authority to sign and deliver for, and on behalf, and in the name of the Corporation, any documents that may be required in connection with the Engagement.

IN WITNESS WHEREOF, the undersigned has executed the certificate this 10^{th} day of September, 2020.

James Fitzgerald
Assistant Treasurer

James Fitzgerald



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/09/2020

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.

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). CONTACT NAME: PRODUCER MARSH USA INC PHONE (A/C. No. Ext): E-MAIL ADDRESS; 501 MERRITT 7 NORWALK CT 06856-6010 Attn: Norwalk.certrequest@marsh.com / Fax 203-229-6511 INSURER(8) AFFORDING COVERAGE NAIC# CN102965230-STND-GAWU-20-21 20281 INSURER A : Federal Insurance Company MCKINSEY & COMPANY, INC. N/A INSURER B: N/A 38997 ATTN: THERESE DADIVAS INSURER C : Sompo America Fire & Marine Insurance Company 55 EAST 52ND STREET, 28TH FLOOR N/A INSURER D : N/A NEW YORK, NY 10055 INSURER E : INSURER F: CERTIFICATE NUMBER: NYC-010953414-01 **REVISION NUMBER: 2** COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER INSD WYD 07/01/2021 X COMMERCIAL GENERAL LIABILITY 3577-74-41 07/01/2020 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 2,000,000 CLAIMS-MADE X OCCUR 2,000,000 5 10,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO- X LOC 2,000,000 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Es accident) AUTOMOBILE LIABILITY ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ AUTOS ONL UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESS LIAS CLAIMS-MADE AGGREGATE DED RETENTIONS 07/01/2020 JCDS1087J0 07/01/2021 C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandstory in NH) 1,000,000 E.L. EACH ACCIDENT N N/A 1,000,000 E.L. DISEASE - EA EMPLOYER If yes, describe under DESCRIPTION OF OPERATIONS below 1.000.000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION New Hampshire's Department of Business SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE and Economic Affairs THE EXMINATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Tina Kasim, OIC Program Director 100 North Main Street, Suite 100. Concord, NH 03301 AUTHORIZED REPRESENTATIVE

Dergue Hoppen

Wayne Hoffmann



STATE OF NEW HAMPSHIRE OFFICE OF THE GOVERNOR

CHRISTOPHER T. SUNUNU Governor

August 6, 2020

Gerald Little
Director
Governor's Office of Emergency Relief and Recovery
100 North Main Street, Suite 100
Concord, N.H. 03301

Dear Director Little,

Pursuant to my authority under RSA 21-P:43; RSA 4:45; RSA 4:47; and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15 I have approved your written request, in attachment, to take the following actions related to the CARES Act Coronavirus Relief Funds:

- 1. Transfer \$2,700,000 in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to the New Hampshire Department of Business and Economic Affairs (DBEA) to cover eligible COVID-19 related expenses for three programs related to the state's economic recovery from COVID-19 impacts. Budgeted consistent with the information in the request in attachment, effective through December 30, 2020. (100% Federal Funds)
- 2. Authorize the DBEA to accept and expend \$2,700,000 from the GOFERR in support of the COVID-19 response efforts. Budgeted consistent with the information in the request in attachment, effective through December 30, 2020. (100% Federal Funds)

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

Christopher T. Sununu

Governor

CC Charles Arlinghaus, Commissioner, Department of Administrative Services
Taylor Caswell, Commissioner, Department of Business and Economic Affairs



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

EMERGENCY RELIEF AND RECOVERY

July 22, 2020

His Excellency, Governor Christopher T. Sununu State House Concord, NH 03301

REQUESTED ACTION PURSUANT TO RSA 21-P:43; RSA 4:45; RSA 4:47; AND EXECUTIVE ORDER 2020-04, AS EXTENDED BY EXECUTIVE ORDERS 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, AND 2020-15

Dear Governor Sununu:

The Governor's Office for Emergency Relief and Recovery (GOFERR) requests authority to transfer \$2,700,000 in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to the New Hampshire Department of Business and Economic Affairs (DBEA) to cover eligible COVID-19 related expenses for three programs related to the state's economic recovery from COVID-19 impacts effective upon your approval through December 31, 2020. 100% Federal fund.

Funds for this transfer are available in 01-02-002-020210 - Governor's Office for Emergency Relief & Recovery, 19110000 - Office of the Director, as follows:

085-588522 - Inter-Agency Transfer of Federal Funds

\$2,700,000

 Contingent upon approval of Requested Action #1, authorize the DBEA to accept and expend \$2,700,000 from the GOFERR in support of the COVID-19 response efforts. These appropriations will be budgeted in FY2021 as allocated below:

03-22-22-221010-20130000 DIVISION OF TRAVEL - TOURISM			
CLASS	ACCOUNT	REQUE	STED BUDGET
103- CONTRACTS FOR OPERATIONAL SERVICES	502664	\$	2,000,000
	TOTAL EXPENSES	\$	2,000,000
SOURCE OF FUNDS			
00D - FED REV XFERS FROM OTHER AGENCY	488502	\$	2,000,000
	TOTAL FUNDS	\$	2,000,000

03-22-22-220510-14480000 ECONOMIC DEVELOPMENT ADMIN			
CLASS	ACCOUNT	REQUES	TED BUDGET
102 - CONTRACTS FOR PROGRAM SERVICES	500731	\$	500,000
	TOTAL EXPENSES	\$	500,000
SOURCE OF FUNDS			
00D - FED REV XFERS FROM OTHER AGENCY	488502	\$	500,000
	TOTAL FUNDS	\$	500,000

03-22-22-221010-20190000 TOURISM DEVELOPMENT FUND			
CLASS	ACCOUNT	REQUES	TED BUDGET
069 - PROMOTIONAL MARKETING EXPENSE	500567	\$	200,000
	TOTAL EXPENSES	\$	200,000
SOURCE OF FUNDS			
OOD - FED REV XFERS FROM OTHER AGENCY	488502	\$	200,000
	TOTAL FUNDS	\$	200,000

EXPLANATION

Funds budgeted in accounting unit 20130000 will be used to support The Chamber Partnership Program. The Chamber Partnership Program proposal would provide financial resources for the State to coordinate with the Chambers by region to support local business communities with recovery efforts. This might include hosting recovery-related webinars; updating and rebuilding web-based support efforts; advancing workforce, training, and reemployment efforts, and production of recovery-related business messaging; all in coordination with state programs across multiple departments. The funding level for this program is \$2,000,000.

Funds budgeted in accounting unit 14480000 will be used to support The COVID Economic Recovery Framework Strategy. The COVID Economic Recovery Framework Strategy will review New Hampshire's economic development ecosystem and its capability to help the state lead business COVID-recovery efforts by establishing the needs, assessing the ability for the current framework to deliver on those needs, and where gaps exist to recommend necessary changes to establish a strategic and valuable collaborative framework. The new framework will enhance the ability of DBEA to swiftly and efficiently support COVID recovery efforts among the state's business community. The estimated cost of this work is \$500,000.

Funds budgeted in accounting unit 20190000 will be used for a public information campaign. The public information campaign will enhance the state's messaging to residents of New Hampshire to continue taking precautions to prevent the spread of COVID-19. The campaign will be primarily digital in nature,

but include out of home components such as billboard, posters, etc. The estimated cost of this work is \$200,000.

All CARES Act funds must be spent by the recipients before December 30, 2020.

Respectfully submitted,

Joseph Doiron

Deputy Director, GOFERR