

STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

VENDOR 21st Century Leadership, LLC

CONTRACT FOR AWARD OF BID2-14 FOR TRAINING SERVICES

EFFECTIVE THROUGH August 31, 2016

* * * * *

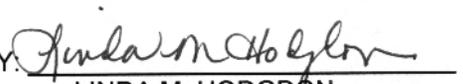
PROPOSED BY: 
ROBERT B. LAWSON
PURCHASING AGENT,
PURCHASE & PROPERTY

RECOMMENDED BY: _____
ROBERT D. STOWELL,
ADMINISTRATOR
PURCHASE & PROPERTY

DATE PROPOSED: 6/18/13

DATE RECOMMENDED: _____

ENDORSED BY: 
MICHAEL P. CONNOR
DEPUTY COMMISSIONER
DEPT. OF ADM. SERV.

APPROVED BY: 
LINDA M. HODGDON
COMMISSIONER,
DEPT. OF ADM. SERV.

DATE ENDORSED: 7/2/13

DATE APPROVED: 7/2/13

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Subject: Training Services - SOFT SKILLS & COMPUTER SKILLS WORKSHOPS

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--------------------|--|-------------------------------------|
| 1.1 State Agency Name State of New Hampshire Administrative Services | | 1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301 | |
| 1.3 Contractor Name 21 st Century Leadership, LLC | | 1.4 Contractor Address 5 Chenell Drive, Box #8, Concord, NH 03301 | |
| 1.5 Contractor Phone Number 603-226-9675 | 1.6 Account Number | 1.7 Completion Date August 31, 2016 | 1.8 Price Limitation \$15,000.00 |
| 1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent | | 1.10 State Agency Telephone Number 603-271-3147 | |
| 1.11 Contractor Signature <i>Bernie G. Sparks III</i> | | 1.12 Name and Title of Contractor Signatory BERNIE G. SPARKS III EXECUTIVE DIRECTOR | |
| 1.13 Acknowledgement: State of <i>NH</i> , County of <i>MERRIMACK</i> On <i>June 7, 2013</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. <i>Bernie G. Sparks III</i> | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Anna Marie Sparks</i> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <i>Anna-Marie Sparks, Justice of the Peace</i> | | | |
| 1.14 State Agency Signature <i>Linda M. Hodgdon</i> | | 1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____ | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

Contractor Initials: *BJS*

Date: 6-7-13

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, BERNIE G. SPARKS III, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of 21ST CENTURY LEADERSHIP LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind 21ST CENTURY LEADERSHIP LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Ben G Sparks III
(Contract Signatory - Signature)

6-7-13
(Date)

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 7 day of June 2013, before me Anna-Marie Sparks,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared BERNIE G. SPARKS III, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Anna Marie Sparks
(Notary Public / Justice of the Peace - Signature)

ANNA-MARIE SPARKS
Commission Expires Justice of the Peace - New Hampshire
My Commission Expires August 8, 2017

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

GLOSSARY OF TERMS

Terms used in this document are defined as follows:

- State – State of New Hampshire
- BET – Bureau of Education and Training
- BPP – Bureau of Purchase and Property
- Information Technology – refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies
- Normal Business Hours – 8:00 am to 4:00 pm EST, Monday through Friday, excluding State holidays

1. INTRODUCTION

21st Century Leadership, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Training Services – Soft Skills Workshops in accordance with NH State Bid #2-14 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Schedule
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2-14

3. TERM OF CONTRACT

This contract shall commence upon the approval of Commissioner of the Department of Administrative Services through August 31, 2016, a period of approximately three (3) years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the Bureau of Purchase and Property, subject to the approval of the Commissioner of the Department of Administrative Services; however the contract shall not exceed a period of more than five (5) years.

All services shall remain in effect from the commencement of the contract to the initiation of a future contract, not to exceed ninety (90) days without a formal contract extension.

4. TERMINATION

The State of New Hampshire shall have the right to terminate the Contract at any time by giving the Contractor a thirty (30) day written notice.

5. SCOPE OF SERVICES - GENERAL REQUIREMENTS

Contractor shall provide training services for professional courses and workshops for Department of Administrative Services (DAS) and NH Bureau of Education & Training (BET).

Contractor shall be responsible for all set-up, administration, course materials, contractor travel expenses and all other costs associated with providing a class at a BET training site in Concord NH.

Services shall be consistent with all the terms and conditions set forth in this Contract.

Contractor shall be solely responsible for meeting all terms and conditions in this Contract.

6. ELIGIBLE PARTICIPANTS

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under this Contract. However, they are responsible for their association with the Contractor. The State of New Hampshire assumes no liability of any kind between the Contractor and any of these entities.

7. BALANCE OF COURSE OFFERINGS

During the term of this Contract, BET may request that the Contractor provide a course not already specified. BET will provide the Contractor with a specific training request and the number of students to participate. The Contractor will provide a written price quotation that may not exceed \$600 for any single day of training. BET may negotiate that price to remain within certain budget criteria.

8. QUALITY ASSURANCE AUDITING

The State shall have the option to send a BET employee to each course to observe and review the quality of the presentation.

9. CLASS EVALUATION FORMS

The Contractor shall distribute a BET provided evaluation form to all participants in any class.

10. COURSE EVALUATION REPORT

Within two (2) weeks from the end of any class, the Contractor shall submit a report, with participant class assessments, to the BET. The report shall include the student evaluations of the class instructor and course. Report format will be provided to the Contractor by the BET.

11. COURSE SCHEDULING

The BET shall work with the Contractor to schedule classes at a mutually agreeable date and time.

12. STATE AGENCY WORK SPACE

Contractor shall provide training on-site at State of New Hampshire BET training room facilities. The BET will provide necessary workspace, facilities and office equipment, including desktop computers, and will work with the Contractor to ensure that all other necessary requirements are in place at time of classes.

13. QUALIFICATIONS

Instructors who will provide training in Management and other Non-Technical training courses shall have a Masters degree in Business, Public Administration, Organizational Development, or other appropriate certifications, and shall have a minimum of three years experience in adult training and education.

14. SPECIAL SITUATIONS

During the term of the contract BET may have a need to offer a course but due to low enrollment or some other budgetary constraint it would not be feasible to offer the course at the contracted price. In such a situation BET and the Contractor may negotiate an acceptable price for the presentation of that class so as to remain within the available budget.

15. OBLIGATIONS and LIABILITY OF THE CONTRACTOR

Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform a training class.

Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the

directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

EXHIBIT B
PAYMENT TERMS

The contract price limitation for this contract is \$15,000.00. The following pricing and payment terms apply:

INVOICING:

Invoices shall be submitted after completion of work to the requesting agency.

No reimbursement by the State for travel time or mileage shall be allowed.

PAYMENTS:

Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction. Said payments shall be made electronically or by a check mailed to the address in Section 1.4 of this Contract.

COST TABLES

COST OF SERVICES:

The Contractor shall provide Training Services as set forth in Exhibit A, according to the following pricing.

COST TABLES

| SECTION 3 - SOFTSKILLS | | |
|--|------------|----------|
| SUBMITTED PRICING MAY NOT EXCEED \$600 PER DAY, PER COURSE, INCLUDING TRAINING MATERIALS | | |
| | Total Cost | Course |
| Topics | Per Day | Duration |
| Professional Workplace Communication | \$600.00 | 1 Day |
| Critical Thinking and Analysis | \$600.00 | 1 Day |
| Business Writing Basics | \$600.00 | 1 Day |
| Speaking and Presentation Dynamics | \$600.00 | 1 Day |
| Motivating Employees | \$600.00 | 1 Day |
| Conducting Effective Meetings | \$600.00 | 1 Day |
| Leadership | \$600.00 | 1 Day |
| Understanding Personality Type and Communication Styles | \$600.00 | 1 Day |
| Conflict Resolution | \$600.00 | 1 Day |
| | | |

EXHIBIT C
SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

EXHIBIT D

RFB 2-14 is incorporated herewith.

Contract Award Process

Upon receipt of your Insurance Certificate the Bureau of Purchase and Property will generate a contract document that will be returned to you.

The Vendor will fill out the #P-37 as per the following instructions and initial and date each page of the contract document:

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached agreement, State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.5 Vendor Phone #

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

Vendor shall return the contract document along with the following items:

Corporate Resolution or Certificate of Authority – Must designate signing authority to the same person that signed the contract and must be dated the same date as the contract document discussed above.

You must provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements. *(This document must include a corporate seal or be notarized and **must** be dated the same date as the signor signs the Contract).*

NOTE: The Contract document and the Corporate Resolution must be signed by the same person and dated the same date.

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, BERNIE G. SPARKS III, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of 21ST CENTURY LEADERSHIP LLC
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind 21ST CENTURY LEADERSHIP LLC
(Name of Limited Liability Company)
and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Ben G Sparks III
(Contract Signatory - Signature)

6-7-13
(Date)

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 7 day of June 2013, before me Anna-Marie Sparks,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

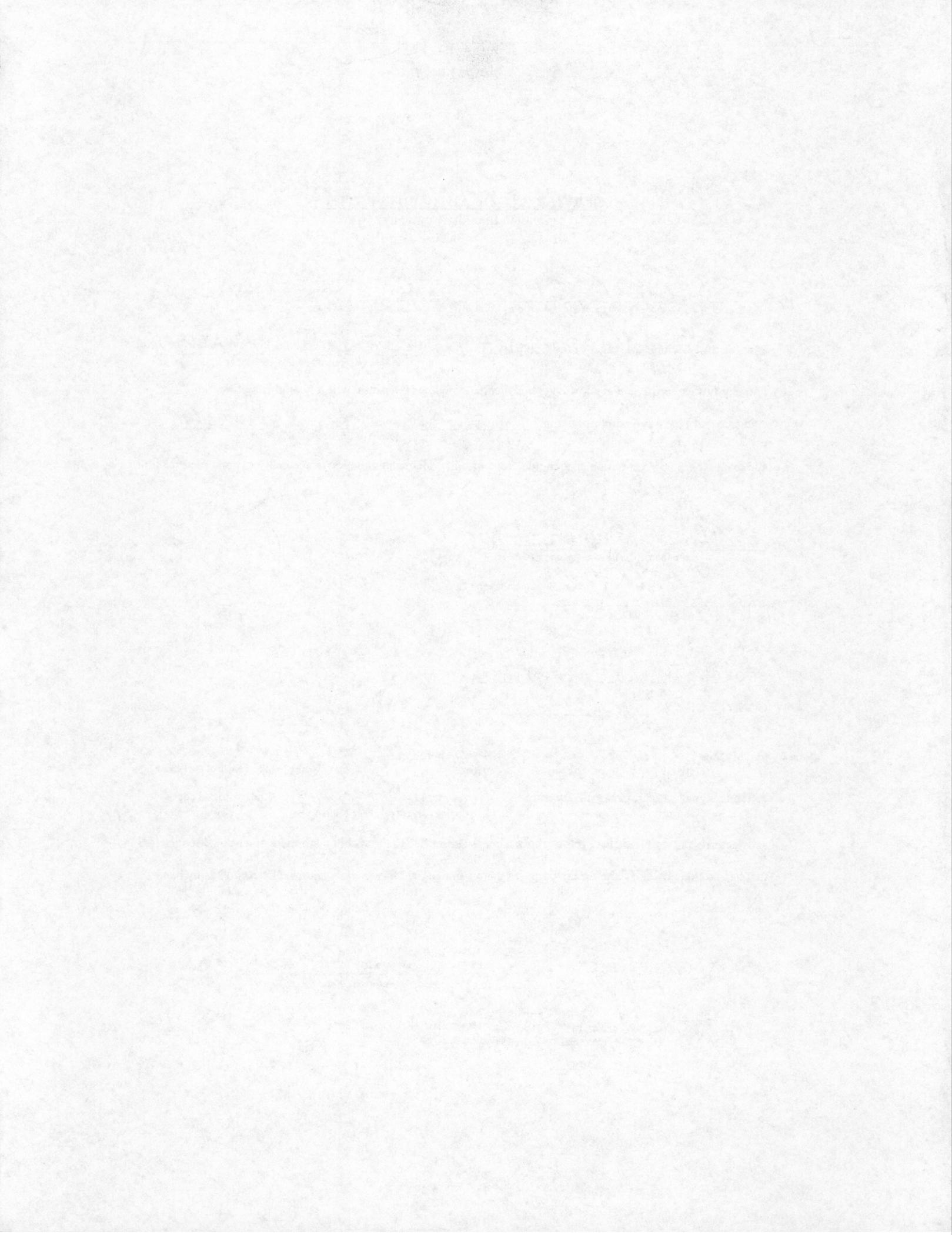
the undersigned officer, personally appeared Bernie G. Sparks III, known to me (or
(Contract Signatory - Print Name)

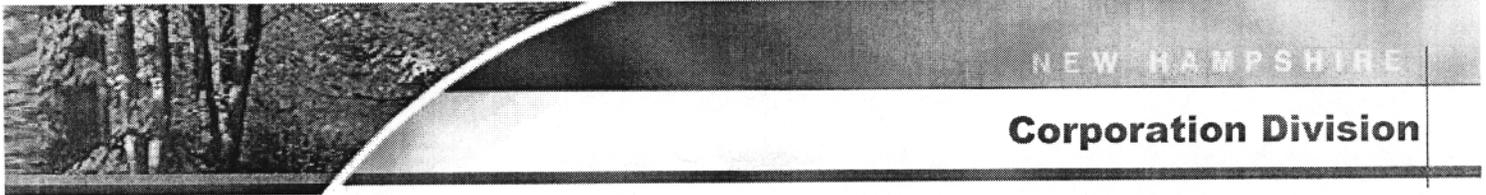
satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Anna-Marie Sparks
(Notary Public / Justice of the Peace - Signature)

ANNA-MARIE SPARKS
Commission Expires: Justice of the Peace - New Hampshire
My Commission Expires August 8, 2017





Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Filed Documents
Date: 6/7/2013 (Annual Report History, View Images, etc.)

Business Name History

| Name | Name Type |
|-----------------------------|-----------|
| 21ST CENTURY LEADERSHIP LLC | Legal |

Limited Liability Company - Domestic - Information

| | |
|---------------------------------------|-------------------------------------|
| Business ID: | 492557 |
| Status: | Good Standing |
| Entity Creation Date: | 11/1/2004 |
| Principal Office Address: | 5 Chenell Drive Concord NH 03301 |
| Principal Mailing Address: | 5 Chenell Drive Concord NH 03301 |
| Last Annual Report Filed Date: | 1/25/2013 |
| Last Annual Report Filed: | 2013 |

Registered Agent

| | |
|-------------------------|--------------------------------------|
| Agent Name: | BERNIE G SPARKS III |
| Office Address: | 7117 Harvest Road Loudon NH 03307 |
| Mailing Address: | |

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



CERTIFICATE OF LIABILITY INSURANCE

SPARK-2 OP ID: BP

DATE (MM/DD/YYYY)

05/28/2013

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

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

| | | | |
|---|--|--|----------------|
| PRODUCER Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246 | Phone: 603-524-4535 Fax: 603-528-4442 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Sparks Employment Group LLC 21st Century Leadership LLC Bernie Sparks 5 Chenell Drive Concord, NH 03301 | INSURER A: Zurich-American Insurance Co. | | 16535 |
| | INSURER B: Travelers Insurance Company | | 28188 |
| | INSURER C: American Guarantee & Liability | | 26247 |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | PRA5907923 | 01/01/2013 | 01/01/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | UMB5499246 | 01/01/2013 | 01/01/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A | 6KUB-9916L17-A | 12/31/2012 | 12/31/2013 | <input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER |
| | | | | | | E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

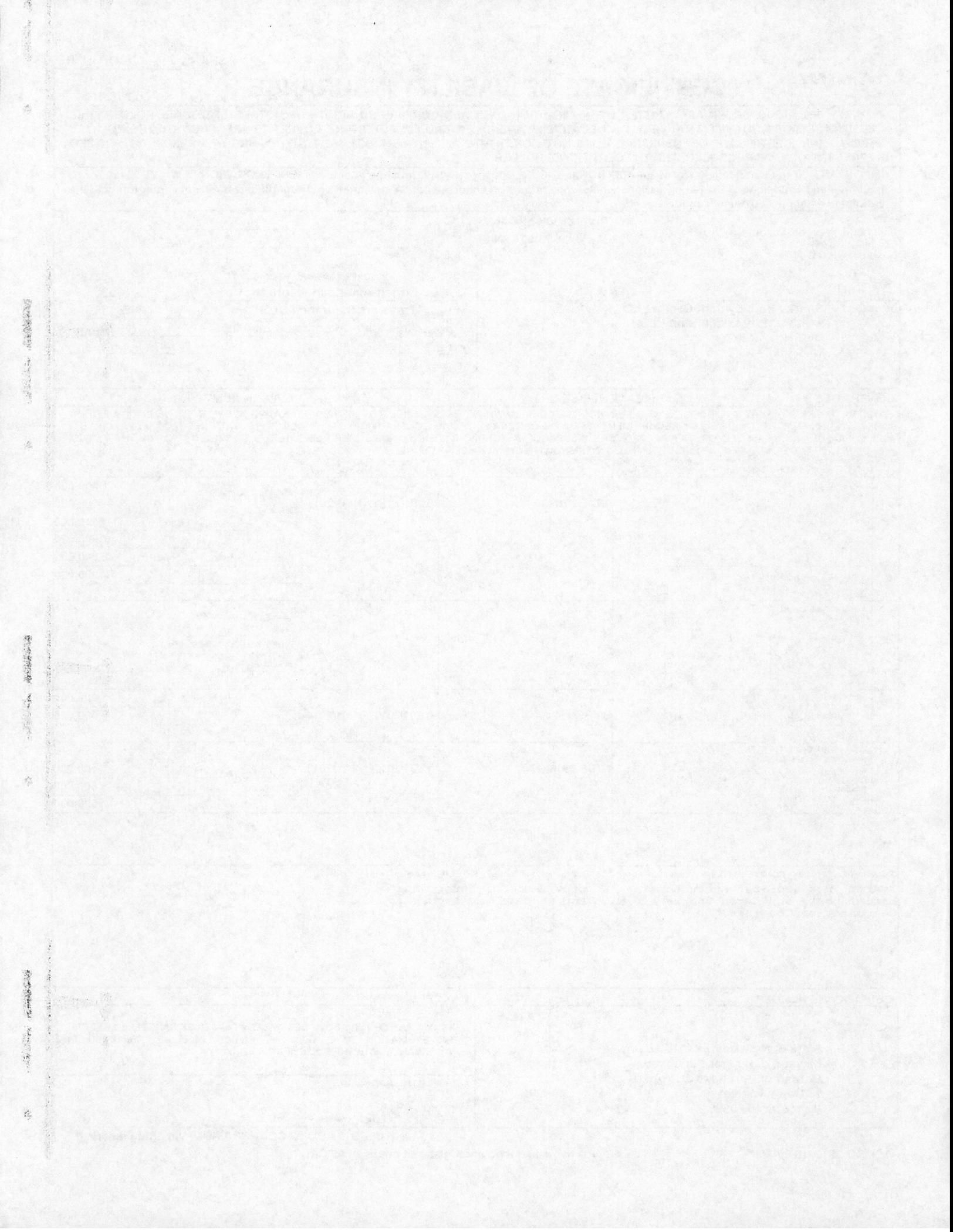
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

States in which Statutory coverage is provided: NH, Bernie Sparks, Anna Maria Sparks and Aaron Sparks are EXCLUDED members under Workers' Compensation Coverage.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| STATE-5 State of New Hampshire, Robert Lawson or his/her Successor Bureau of Purchase & Property 25 Capital Street Concord, NH 03301 | 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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STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 5/2/2013

Company Name: 21st Century Leadership, LLC
Address: 5 Chenell Drive, Box #8
Concord, NH 03301

To: Point of Contact: Robert Lawson
Telephone: (603)-271-3147
Fax: (603) 271-7564
Email: prchweb@nh.gov

RE: Bid Invitation Name: TRAINING SERVICES - SOFT SKILLS & COMPUTER SKILLS WORKSHOPS
Bid Number: BID 2-14
Bid Opening Date and Time: May 13, 2013 @ 11:30 AM

Dear Robert Lawson:

[Insert name of signor] Dr. Bernie G. Sparks III, on behalf of 21st Century Leadership, LLC [insert name of entity submitting Bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written Bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2-14 for TRAINING SERVICES - SOFT SKILLS & COMPUTER SKILLS WORKSHOPS Contract(s) at the price(s) quoted herein in complete accordance with the Bid.

Bernie G. Sparks III is authorized to legally obligate 21st Century Leadership, LLC
Print Signor Name Print Company Name

Vendor attests to the fact that:

- 1. The Vendor has reviewed and agreed to be bound by the terms of the Request for Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Request for Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
d. Is currently debarred from performing work on any project of the federal government or the government of any state;
e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature [Signature] Authorized Signor's Title President

NOTARY PUBLIC/JUSTICE OF THE PEACE

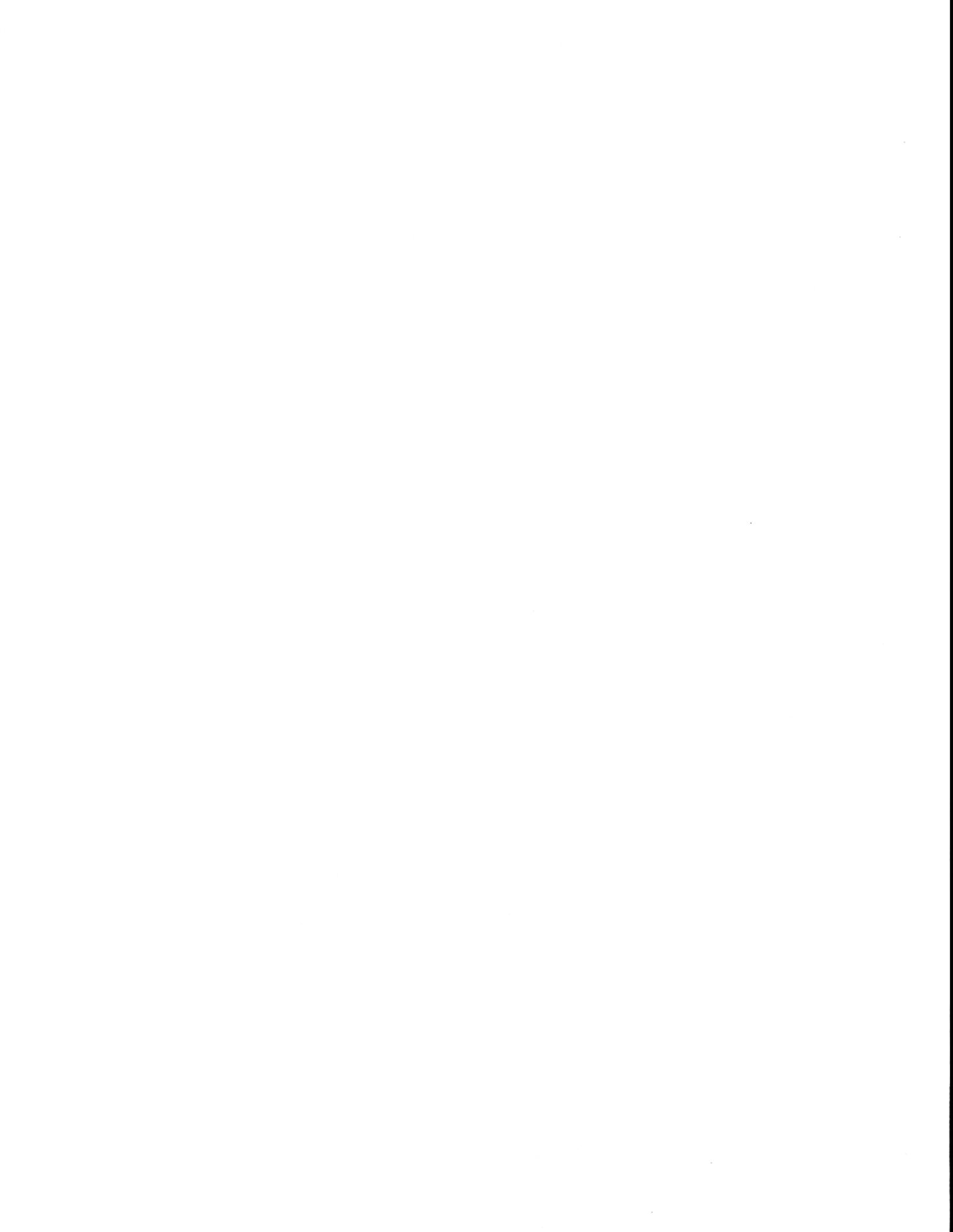
COUNTY: Merrimack STATE: NH ZIP: 03301

On the 8 day of MAY, 2013, personally appeared before me, the above named Bernie G. Sparks III, in his/her capacity as authorized representative of 21st Century Leadership, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires: ANNA-MARIE SPARKS
Justice of the Peace - New Hampshire (Date)
My Commission Expires August 8, 2017



**REQUEST FOR BID FOR A CONTRACT(S) TO
PROVIDE TRAINING SERVICES – SOFT SKILLS & COMPUTER SKILLS WORKSHOPS**
(DAS & NH Bureau of Education & Training (BET))
THE STATE OF NEW HAMPSHIRE

PURPOSE:

This is a request for bid issued by the Department of Administrative Services (DAS) Division of Plant and Property Management, to establish a contract(s) for training services, for computer skills, desktop applications, technical applications, professional courses and workshops for Department of Administrative Services (DAS) and NH Bureau of Education & Training (BET) in accordance the requirements of this Bid invitation and any resulting contract(s).

The courses included in this RFB are those offered to public employees by BET, a division of the Department of Administrative Services. In addition to the in-house training staff employed by the State, the agency has a need to hire individual instructors who can provide training classes in various technical and professional skills.

The employees who will participate in the training programs will have varying degrees of skills with technology. The goal is to provide students with technical knowledge and hands-on experience that will enable them to be proficient in using the technology and problem solving skills necessary to perform their various job functions.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a Bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

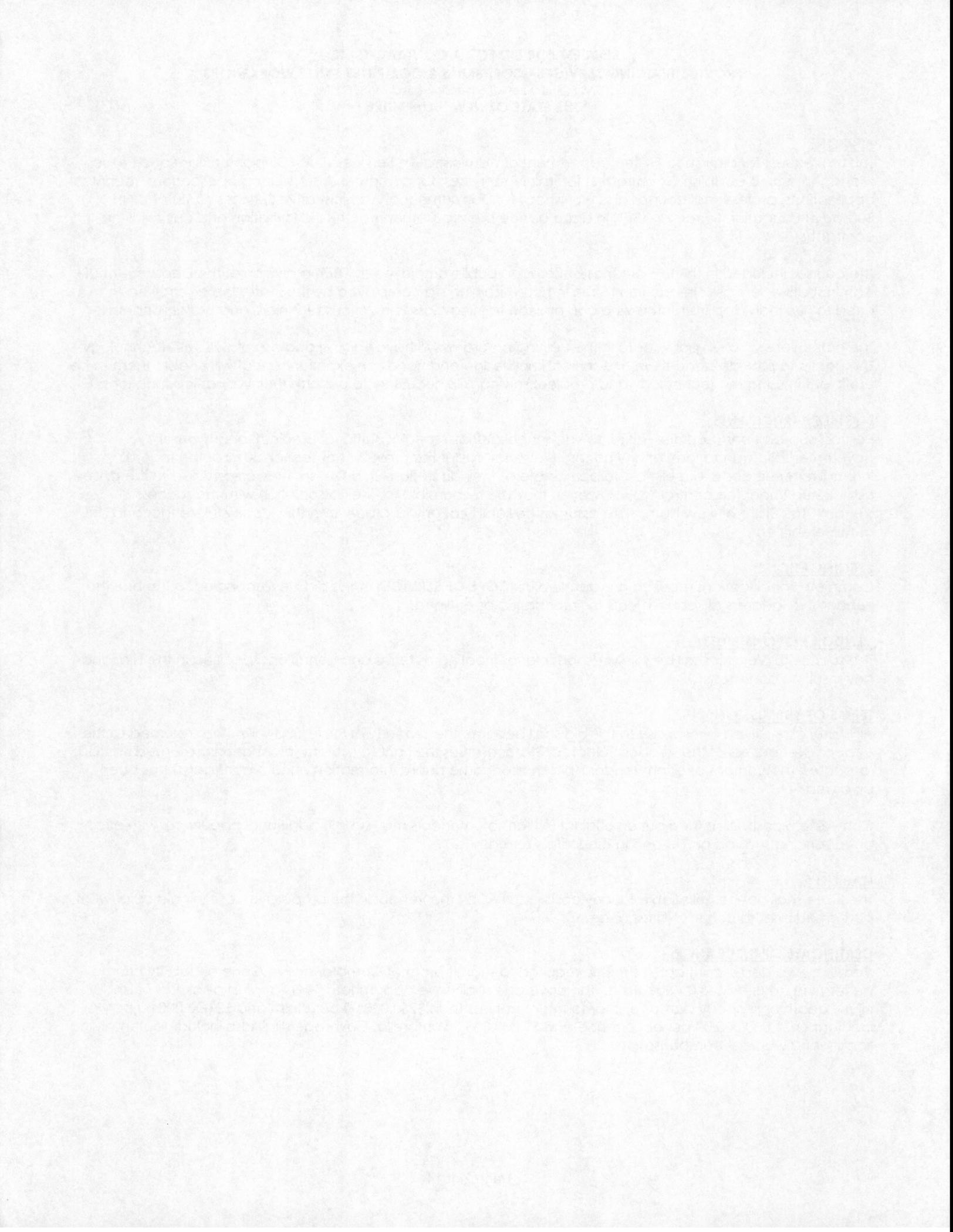
Complete bids shall be filled out on original Bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on Bid and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.



CONTRACT(S) TERMS AND CONDITIONS:

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from the date of award through August 31, 2016, a period of approximately 3 year{s}. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property, subject to the approval of the Commissioner of the Department of Administrative Services; however the contract shall not exceed a period of more than five (5) years.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

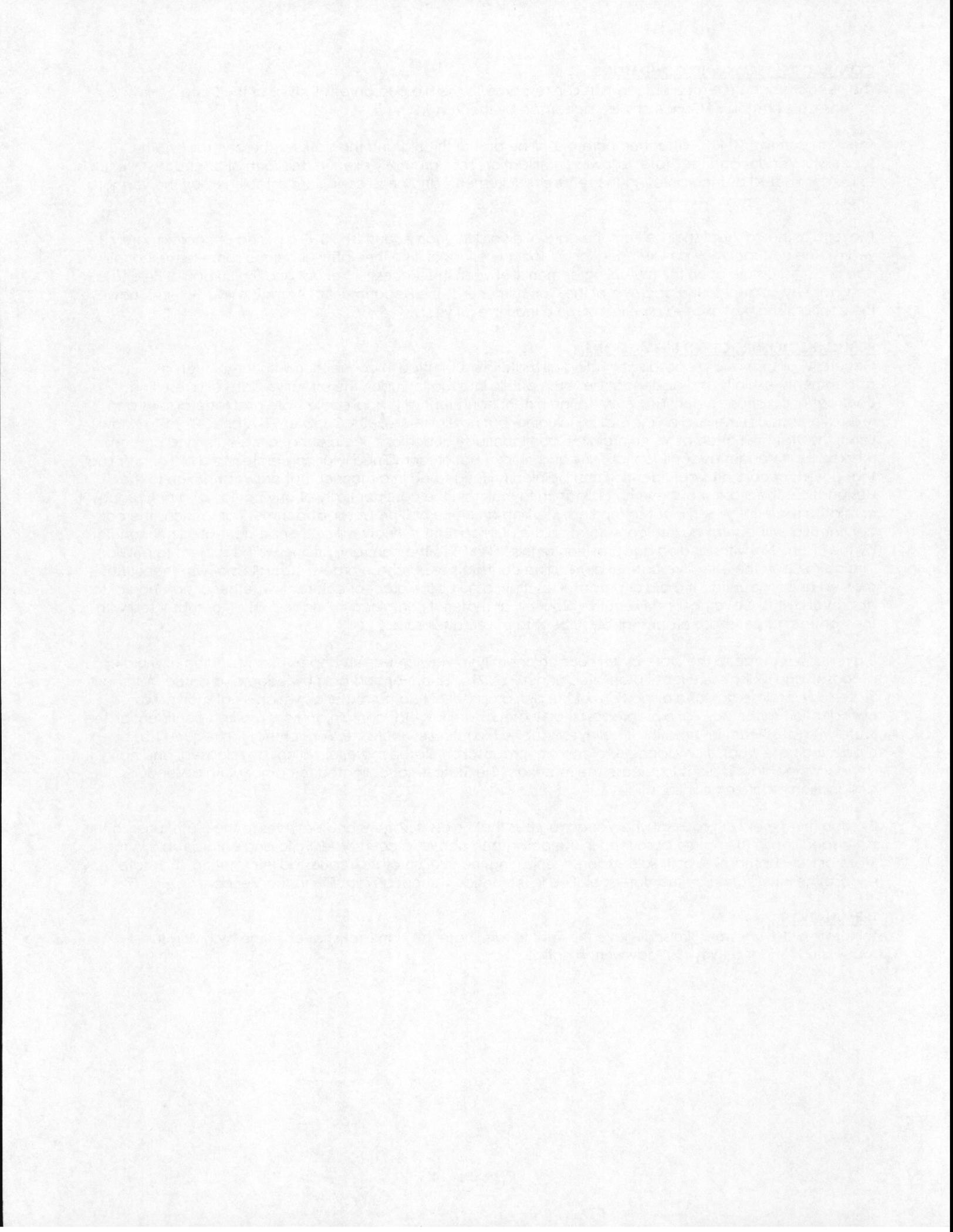
Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.



VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Bob Lawson, Purchasing Agent, Bureau of Purchase and Property, at bob.lawson@nh.gov, or Telephone number: 603-271-3147. All requests shall be submitted five business days prior to bid opening date.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

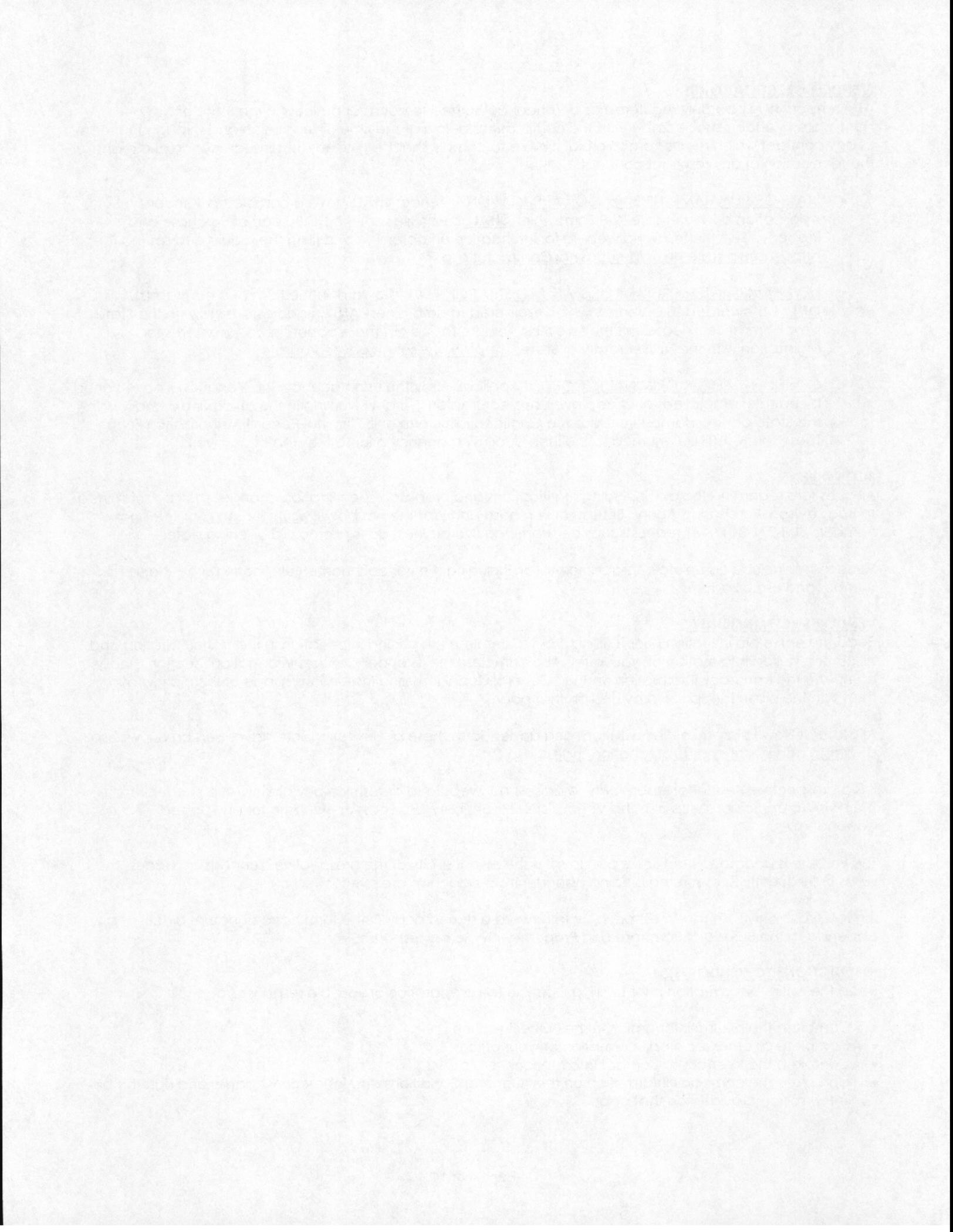
The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your offer
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.



IF AWARDED A CONTRACT. The Vendor must complete the following sections of the attached agreement

State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.
- Provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on transmittal letter of this Bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

BID SUBMISSION:

This bid may have been delivered to you in a facsimile or web based format. Vendor shall return their signed complete hard copy or complete fax copy offers to the Bureau of Purchase and Property before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail, fax (603-271-7564) or email (prchweb@nh.gov) to:

Robert Lawson, Purchasing Agent
NH Bureau of Purchase and Property
25 Capitol Street - Room 102
Concord NH 03301

Bid responses shall be marked as:

State of New Hampshire RFB 2-14

Due Date: May 13, 2013 @ 11:30 AM

TRAINING SERVICES – SOFT SKILLS & COMPUTER SKILLS WORKSHOPS

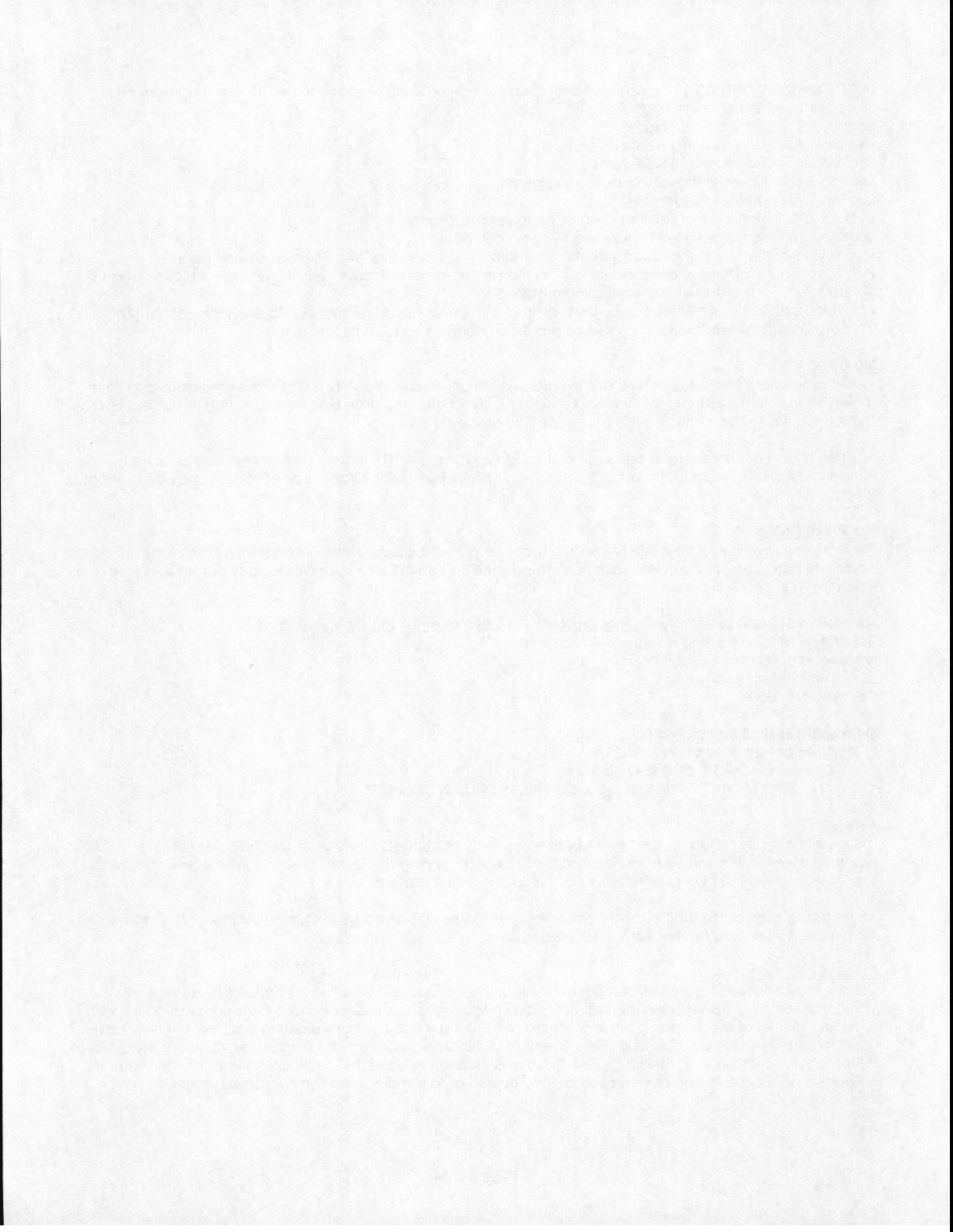
AWARD:

The award may be made to one or more (no more than 4 contracts for each of the three Sections) responsible bidder(s) meeting the criteria established in this RFB and providing the lowest cost as shown in the offer section. The State reserves the right to reject any or all bids or any part thereof.

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

COURSE PRICING:

Vendor may offer pricing on one or more of the items shown in the Course Pricing Table. The pricing must include all set-up, administration, course materials, vendor travel expenses and all other costs associated with providing a class at a BET training site in Concord NH. During the term of any resulting contract BET may have a need to offer a course but due to low enrollment or some other budgetary constraint it would not be feasible to offer the course at the submitted bid price. In such a situation BET and the contracted vendor may negotiate an acceptable price for the presentation of that class so as to remain within the available budget.



BALANCE OF COURSE OFFERINGS:

During the term of any resulting contract(s), BET may request that a contracted Vendor provide a course not contained within this bid request. BET will provide the relevant contracted Vendors with a specific training request and the number of students to participate. The Vendor will provide a written price quotation that may not exceed \$600 for any single day of training. BET may negotiate that price to remain within certain budget criteria.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/Bid.asp>.

NON-COMMITMENT:

The solicitation of the Request for Bid shall not commit DAS to award a contract.

TERMINATION FOR CAUSE:

If, for any reason, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations under the Contract, or if the contracted Vendor violates any of the covenants, agreements, or stipulations of the Contract, the State shall thereupon have the right to terminate the contract by giving written notice to the contracted Vendor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination.

DEFINITION OF TERMS:

- State – State of New Hampshire
- BET – Bureau of Education and Training
- BPP – Bureau of Purchase and Property
- Vendor – A company or individual submitting a bid in response the this RFB
- Information Technology – refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies
- Normal Business Hours – 8:00 am to 4:00 pm EST, Monday through Friday, excluding State holidays

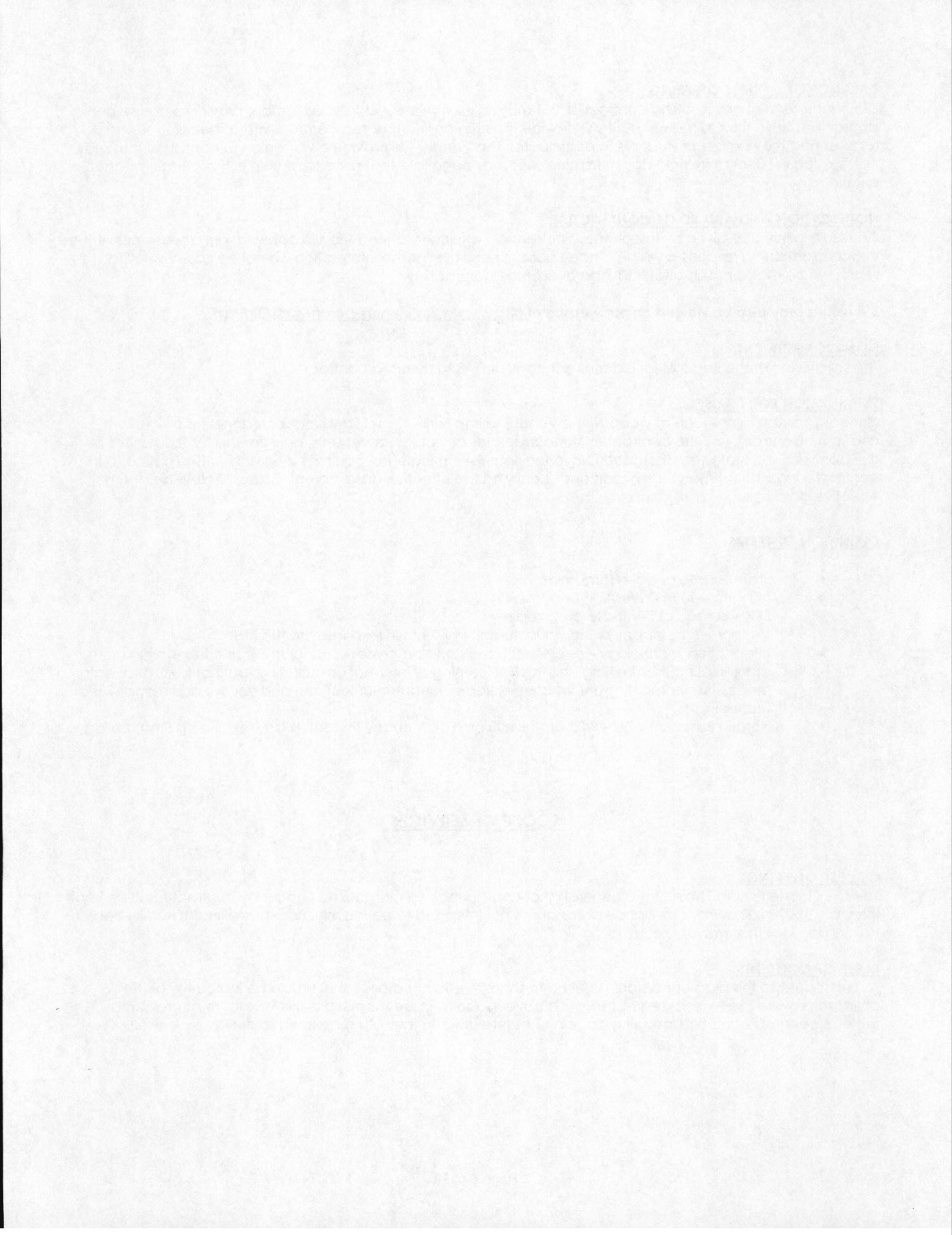
SCOPE OF SERVICES

COURSE OFFERINGS:

See the Course Pricing Tables, for a general list of courses that will be required under any contract resulting from this Bid. This list is shown for award purposes and is not intended to be the minimum or maximum number of training courses that may be required.

TABLE OF CONTENTS:

As a response to this bid Vendors are required to submit certain materials that would be indicative of their ability to provide the services requested. As a cover page to these submissions the vendor must provide a table of contents with corresponding page numbers relating to their bid submission materials.



TRAINING MATERIALS:

Vendors must submit a course description and syllabus for each course offering for which they are submitting a bid. Vendors must also submit a list of the course materials that they would be providing for each of these courses (i.e., books, documentation, CDs, web access etc.).

All materials must be approved by the State prior to the presentation of any training course.

INSTRUCTOR PROFILE AND EXPERIENCE:

Vendor's response must include an overview of their background and experience, specifically any information that demonstrates the Vendor's resources and capabilities to provide the training services as outlined in this RFB.

Vendors are required to submit a resume for each instructor or technical specialist that may be conducting any of the proposed training courses. Resumes must provide proof of qualifications to be conducting the courses proposed.

Instructors who will provide training in Management and other Non-Technical training courses must have a Masters degree in Business, Public Administration, Organizational Development, or other appropriate certifications, and shall have a minimum of three years experience in adult training and education.

COURSE SUMMARY:

Vendors shall include a brief synopsis of all courses for which pricing is offered, and shall be required to provide a more comprehensive and detailed description of any course if requested by State.

REFERENCES:

Vendors must provide a minimum of three (3) references for training services of the types listed in this RFB. Vendors must include the organization name, contact person and all contact information for each reference.

REVIEW OF SUBMISSION:

The submitted materials (course descriptions, syllabi, instructor profiles and experience, resumes, course summaries, references, etc.) will be reviewed by the Bureau of Education and Training in order to verify whether the Vendor has demonstrated the capability for providing the subject services. Only those vendors demonstrating this capability will be eligible for award.

STATE AGENCY WORK SPACE:

The Vendor must have the capability to provide training on-site at State of New Hampshire BET training room facilities. The Bureau of Education and Training will provide necessary workspace, facilities and office equipment, including desktop computers, and will work with the vendor to insure that all other necessary requirements are in place at time of classes. As noted below, Vendors submitting bids for SECTION 2 courses will be required to provide the computers/software.

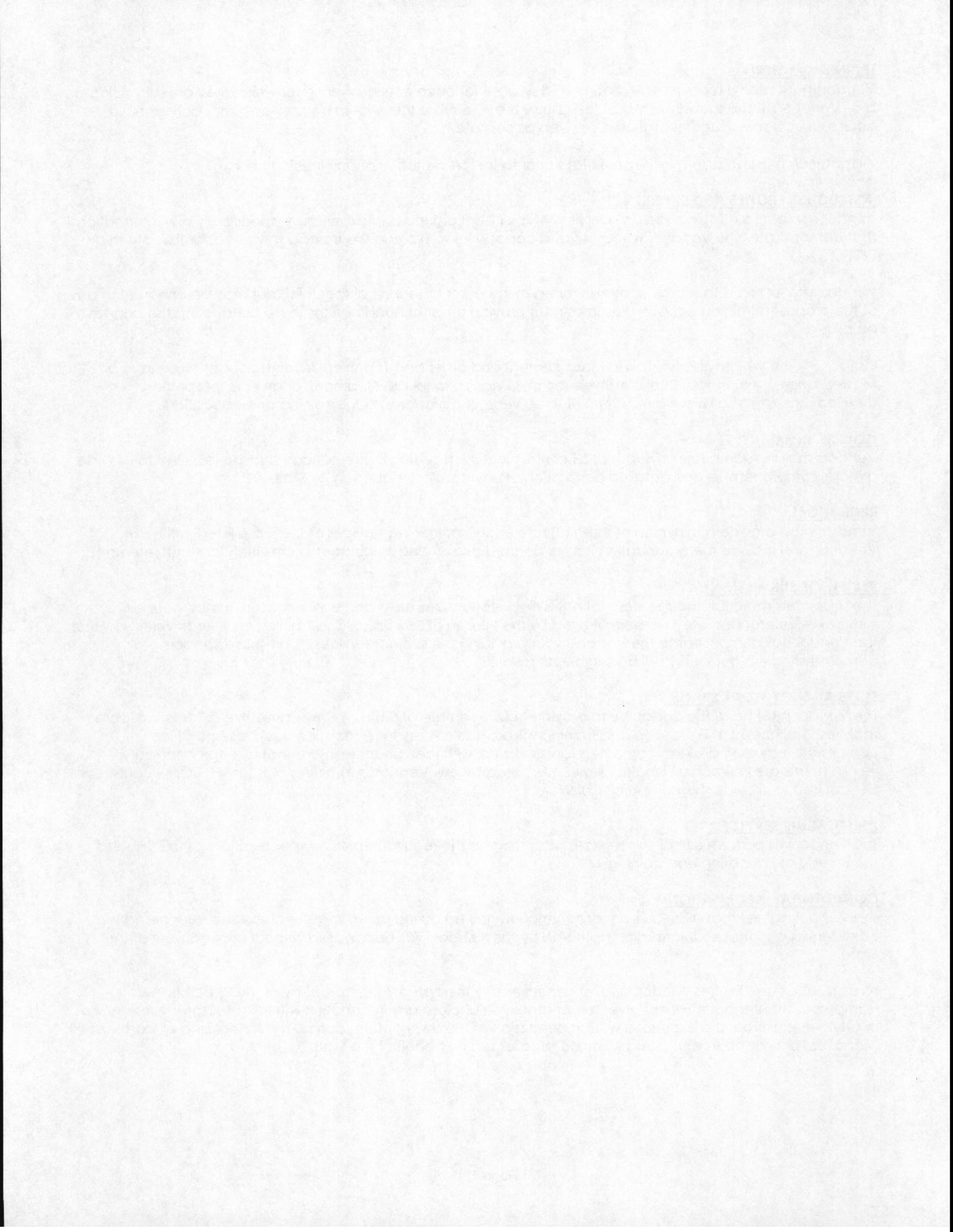
PERFORMING SERVICES:

The Vendor will perform all training services according to the requirements and specifications of this RFB and the Bureau of Education and Training.

CONFIDENTIAL INFORMATION:

The Vendor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the Vendor shall be released without prior consent of the State.

All data accessed by the Vendor, and/or generated by the system, is the property of the State of New Hampshire. The Vendor must not give, sell, or otherwise disclose any information within State databases, public or otherwise, without the expressed written permission of the owner of the data. The Vendor and all partners will not sell or provide free of charge any data collected on behalf of the State.



QUALITY ASSURANCE AUDITING:

The State shall have the option to send a BET employee to each course to observe and review the quality of the presentation.

CLASS EVALUATION FORMS:

The contracting Vendor shall distribute a BET provided evaluation form to all participants in any class.

COURSE EVALUATION REPORT:

Within two (2) weeks from the end of any class, the Vendor must submit a report, with participant class assessments, to the Bureau of Education and Training. The report shall include the student evaluations of the class instructor and course. Report format will be provided to the successful bidders by the BET.

INVOICING:

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

COURSE SCHEDULING:

The Bureau of Education and Training shall make all scheduling and class arrangements.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

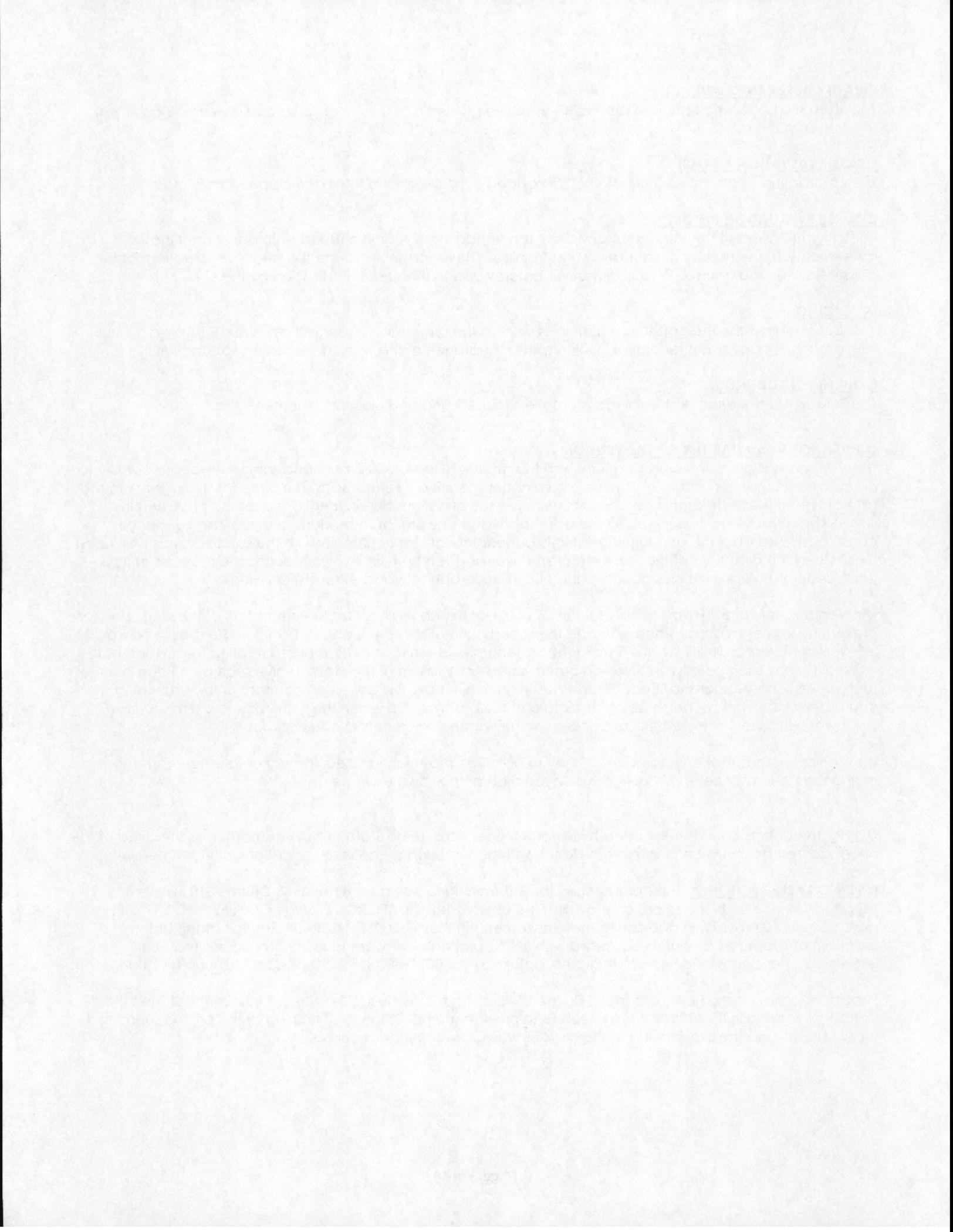
The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

OFFER: The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

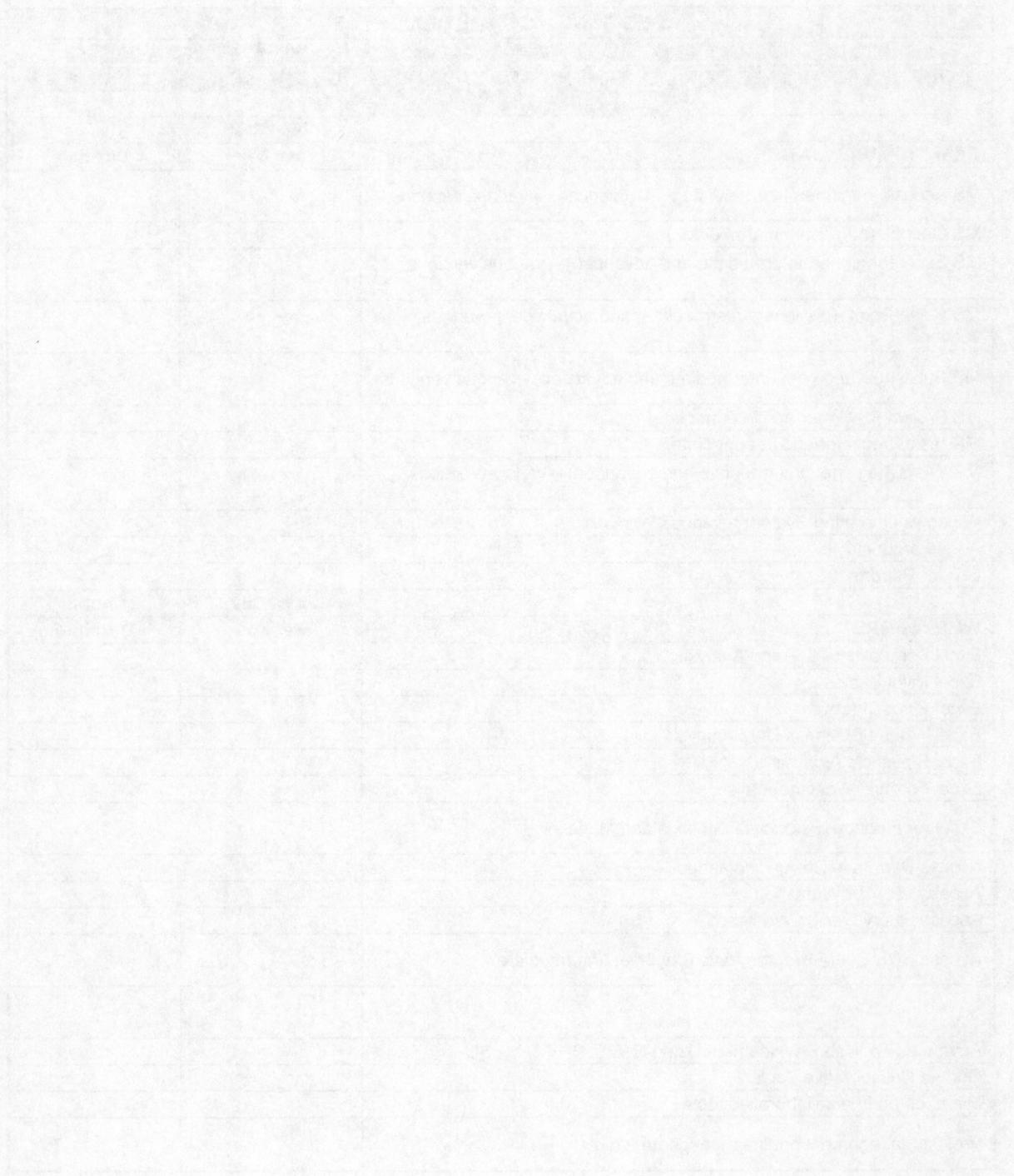
PRICING TABLE SECTION 2: The computers in the BET training facility do not have MS Office 2010 installed. Therefore, Vendors wishing to bid on providing the courses listed in SECTION 2 of the COURSE PRICING TABLE must be able to provide, in addition to the requirements in the "COURSE PRICING", Section of this bid, a minimum of 6 laptop computers equipped with the appropriate software to teach the course material requested. Vendors would need to bring the laptops to the BET Training facility and set them up for student use.

Should the State upgrade the computers in the BET training facility during the term of this Contract then the Vendors awarded in SECTION 2 would be able to provide the MS Office 2010 training at the pricing submitted for SECTION 1 and the provisioning of the laptops would no longer be required.



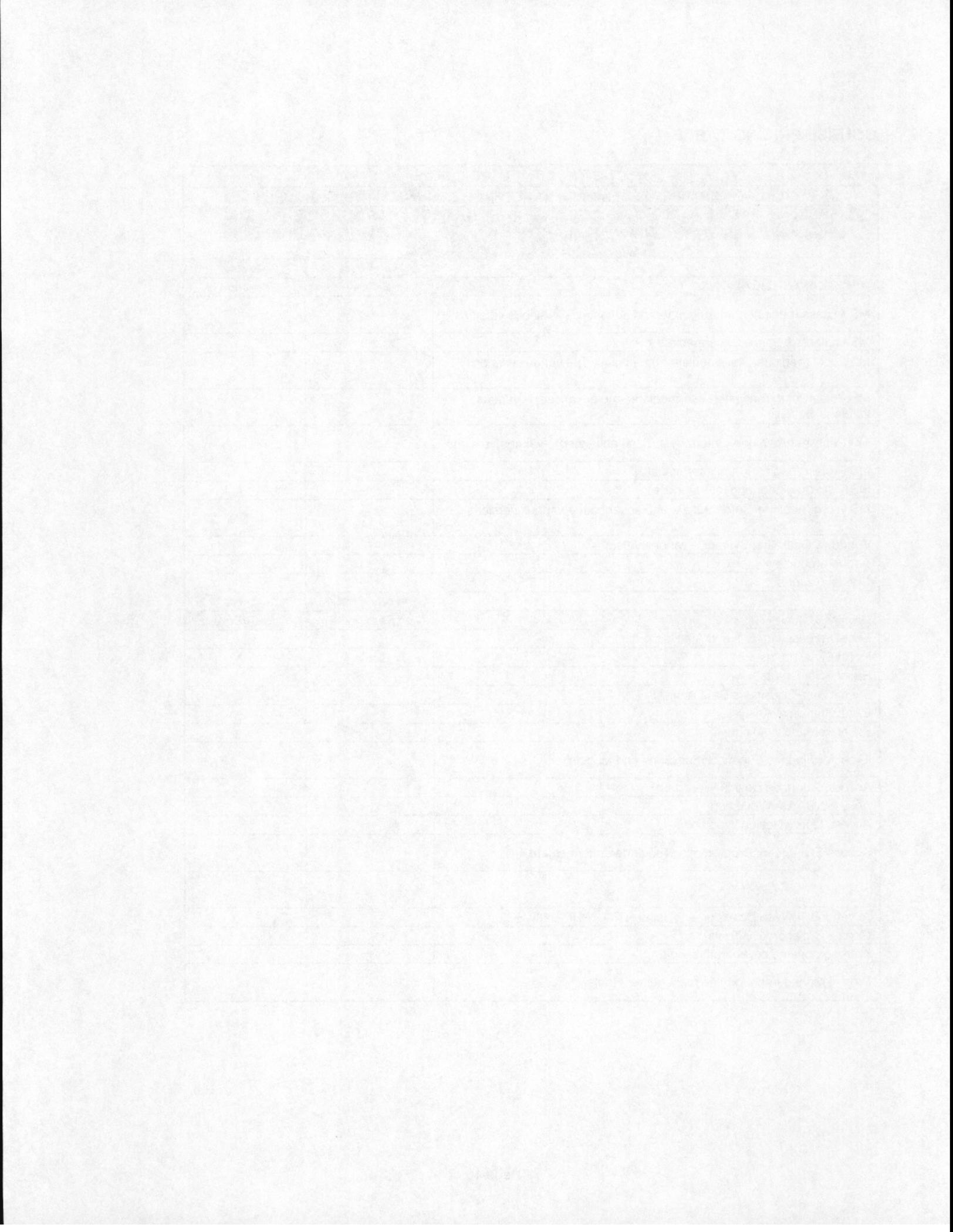
COURSE PRICING TABLE

| SECTION 1 - COMPUTER SKILLS | | |
|---|-------------------------------|----------------------------|
| SUBMITTED PRICING MAY NOT EXCEED \$600 PER DAY, PER COURSE, INCLUDING TRAINING MATERIALS | | |
| COURSES IN THIS SECTION USING MICROSOFT OFFICE PRODUCTS WILL USE MICROSOFT OFFICE SUITE 2000-2007 SOFTWARE | | |
| DESKTOP APPLICATIONS | Total Cost Per Day | Course Duration |
| MS Access (beginner, intermediate and advanced) - various versions | | |
| MS Outlook (beginner, intermediate) | | |
| MS Excel (beginner, intermediate and advanced) – various versions | | |
| MS PowerPoint (beginner, intermediate and advanced) – various versions | | |
| MS Publisher (beginner, intermediate and advanced) –various versions | | |
| MS Project (beginner and intermediate) | | |
| MS Visio (beginner and intermediate) | | |
| MS Word (beginner, intermediate and advanced) – various versions | | |
| Windows Operating System - various versions | | |
| Adobe products | | |
| Crystal Reports | | |
| WORKSHOPS | Total Cost Per Day | Course Duration |
| Excel Forecasting & Trend Analysis | | |
| Excel Pivot Tables | | |
| Excel Pivot Charts | | |
| Excel What-if Business Data Analysis | | |
| Excel Statistical Analysis | | |
| Excel Formula Workshops | | |
| Excel for Finance (Financial Functions and Models) | | |
| Access Database Design Workshop | | |
| Access VB/VBA Workshop | | |
| Access Query Design Workshop | | |
| Access SQL Query Programming (beginner, intermediate) | | |
| | | |
| Advanced To Web Development Using HTML, PHP & My SQL | | |
| Google Collaborative Tools | | |
| Microsoft on-line collaborative tools | | |
| Project Management on-line management tools | | |



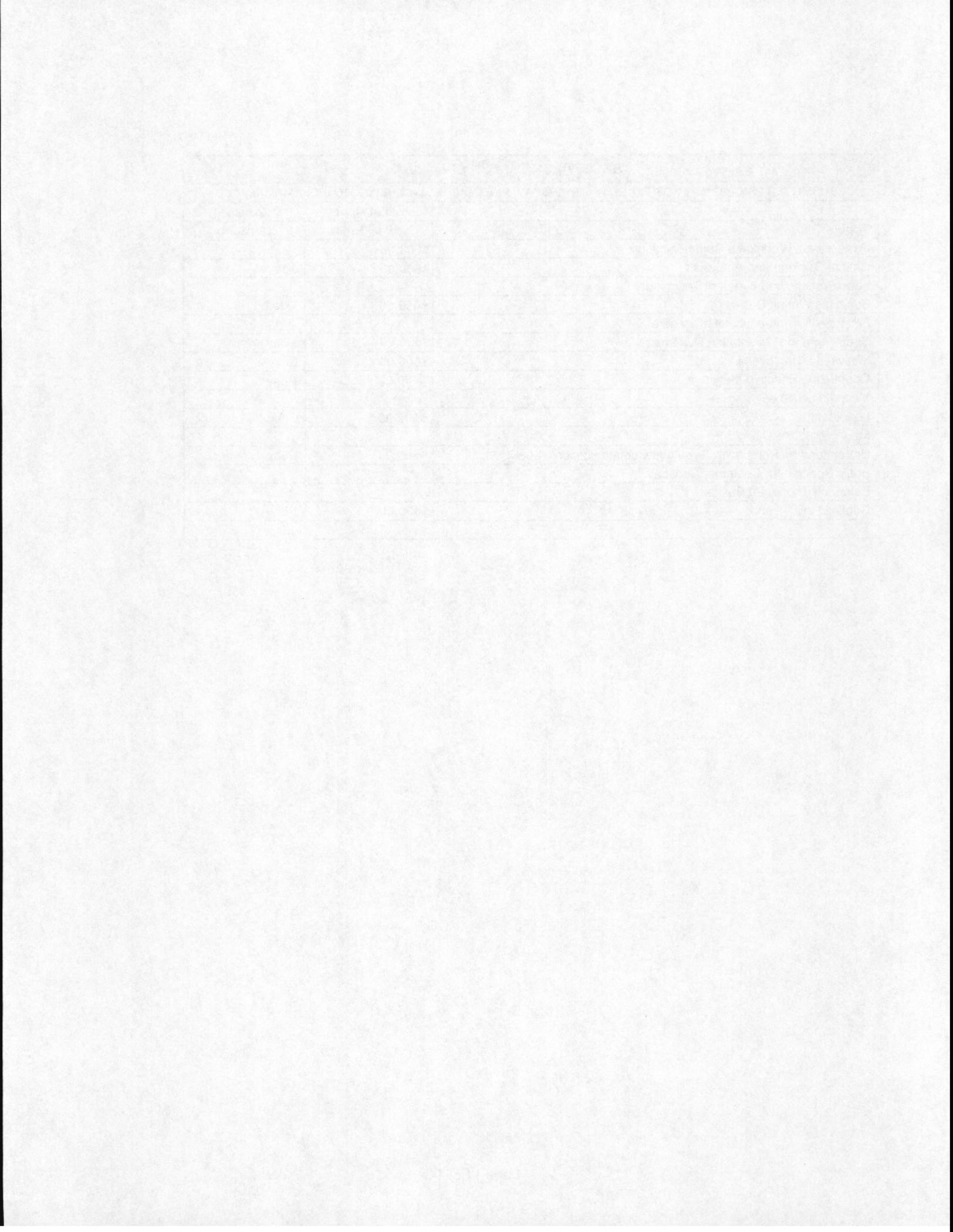
COURSE PRICING TABLE

| SECTION 2 - COMPUTER SKILLS | | |
|---|-------------------------------|----------------------------|
| SUBMITTED PRICING MAY NOT EXCEED \$600 PER DAY, PER COURSE, INCLUDING TRAINING MATERIALS | | |
| COURSES IN THIS SECTION USING MICROSOFT OFFICE PRODUCTS WILL USE MICROSOFT OFFICE SUITE 2010 SOFTWARE AND LAPTOPS WITH MS OFFICE SUITE 2010 MUST BE PROVIDED BY THE CONTRACTOR | | |
| DESKTOP APPLICATIONS | Total Cost Per Day | Course Duration |
| MS Access (beginner, intermediate and advanced) - various versions | | |
| MS Outlook (beginner, intermediate) | | |
| MS Excel (beginner, intermediate and advanced) – various versions | | |
| MS PowerPoint (beginner, intermediate and advanced) – various versions | | |
| MS Publisher (beginner, intermediate and advanced) –various versions | | |
| MS Project (beginner and intermediate) | | |
| MS Visio (beginner and intermediate) | | |
| MS Word (beginner, intermediate and advanced) – various versions | | |
| Windows Operating System - various versions | | |
| Adobe products | | |
| Crystal Reports | | |
| WORKSHOPS | Total Cost Per Day | Course Duration |
| Excel Forecasting & Trend Analysis | | |
| Excel Pivot Tables | | |
| Excel Pivot Charts | | |
| Excel What-if Business Data Analysis | | |
| Excel Statistical Analysis | | |
| Excel Formula Workshops | | |
| Excel for Finance (Financial Functions and Models) | | |
| Access Database Design Workshop | | |
| Access VB/VBA Workshop | | |
| Access Query Design Workshop | | |
| Access SQL Query Programming (beginner, intermediate) | | |
| | | |
| Advanced To Web Development Using HTML, PHP & My SQL | | |
| Google Collaborative Tools | | |
| Microsoft on-line collaborative tools | | |
| Project Management on-line management tools | | |



SECTION 3 - SOFTSKILLS**SUBMITTED PRICING MAY NOT EXCEED \$600 PER DAY, PER COURSE, INCLUDING TRAINING MATERIALS**

| Topics | Total Cost Per Day | Course Duration |
|---|-------------------------------|----------------------------|
| Professional Workplace Communication | \$600.00 | 1 day |
| Critical Thinking and Analysis | \$600.00 | 1 day |
| Lean Process Improvement Techniques | | |
| Business Writing Basics | \$600.00 | 1 day |
| Finances for non-financial managers | | |
| Speaking and Presentation Dynamics | \$600.00 | 1 day |
| Motivating Employees | \$600.00 | 1 day |
| Conducting Effective Meetings | \$600.00 | 1 day |
| Mediation classes | | |
| Leadership | \$600.00 | 1 day |
| Managing Stress | | |
| Understanding Personality Type and Communication Styles | \$600.00 | 1 day |
| Basic Spanish for Customer Service | | |
| Balanced Scorecard Basics | | |
| Conflict Resolution | \$600.00 | 1 day |
| | | |



1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

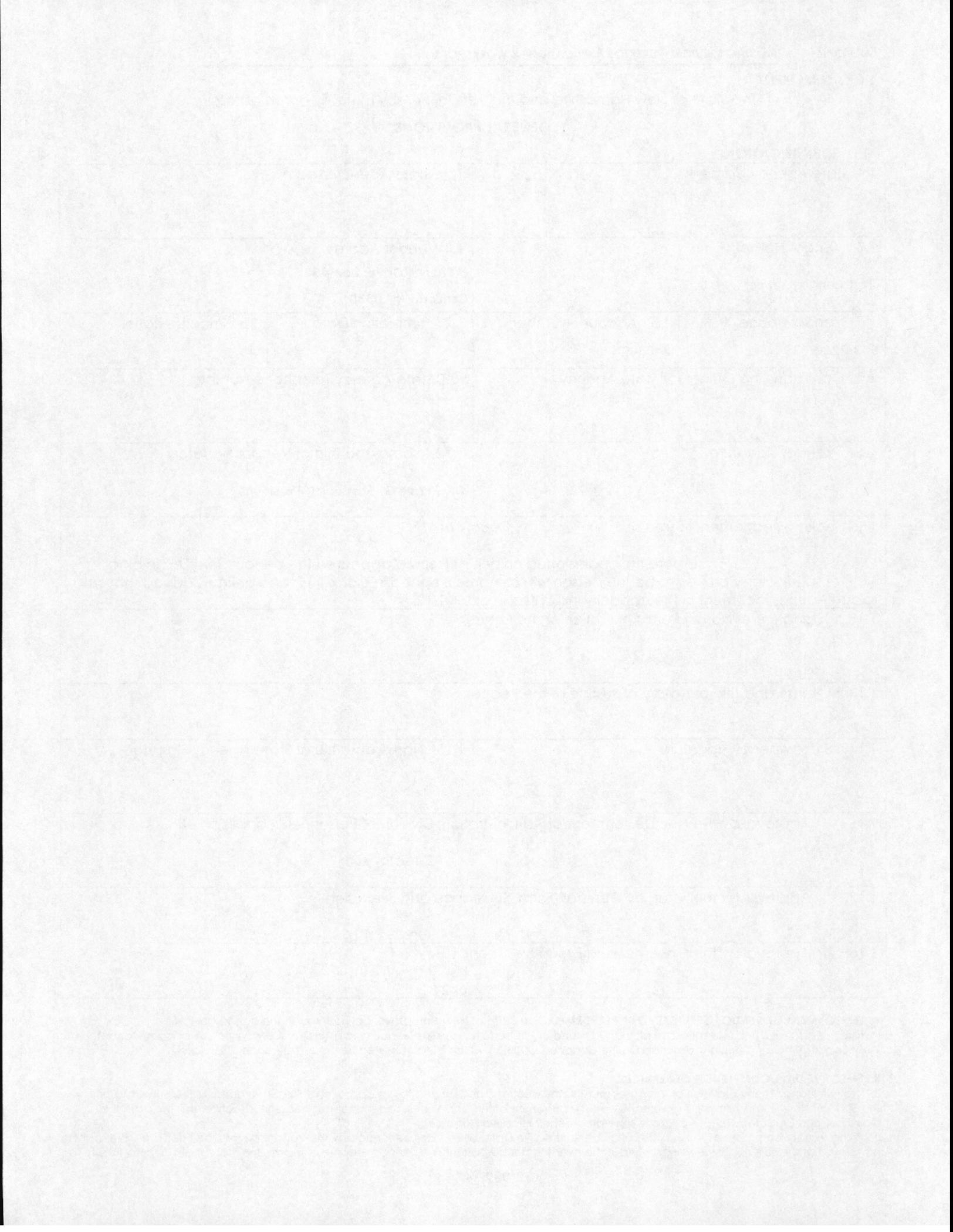
| | | | |
|--|------------------------------|--|----------------------|
| 1.1 State Agency Name | | 1.2 State Agency Address | |
| 1.3 Vendor Name 21st Century Leadership, LLC | | 1.4 Vendor Address 5 Chenell Drive, Box #8 Concord, NH 03301 | |
| 1.5 Vendor Phone # 603-226-9675 | 1.6 Account Number 248300 | 1.7 Completion Date | 1.8 Price Limitation |
| 1.9 Contract(s)ing Officer for State Agency | | 1.10 State Agency Telephone Number | |
| 1.11 Vendor Signature | | 1.12 Name and Title of Vendor Signatory Dr. Bernie G. Sparks III, President | |
| 1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature | | 1.15 Name and Title of State Agency Signatory | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____ | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to



the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subvendor 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 Contract(s)ing 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 Contract(s)ing Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

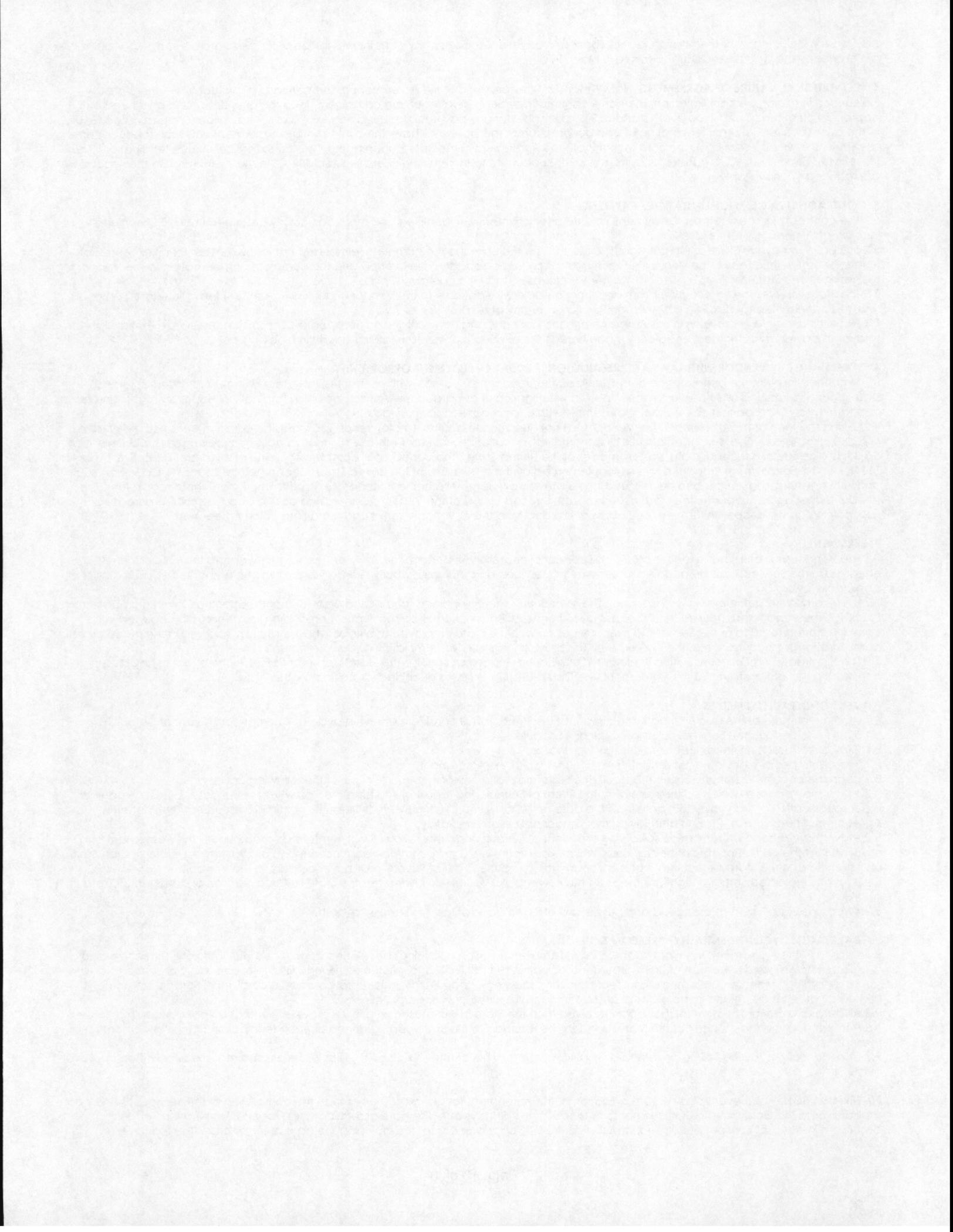
9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing 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(s) price earned, to and including the date of termination. The form, subject



matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

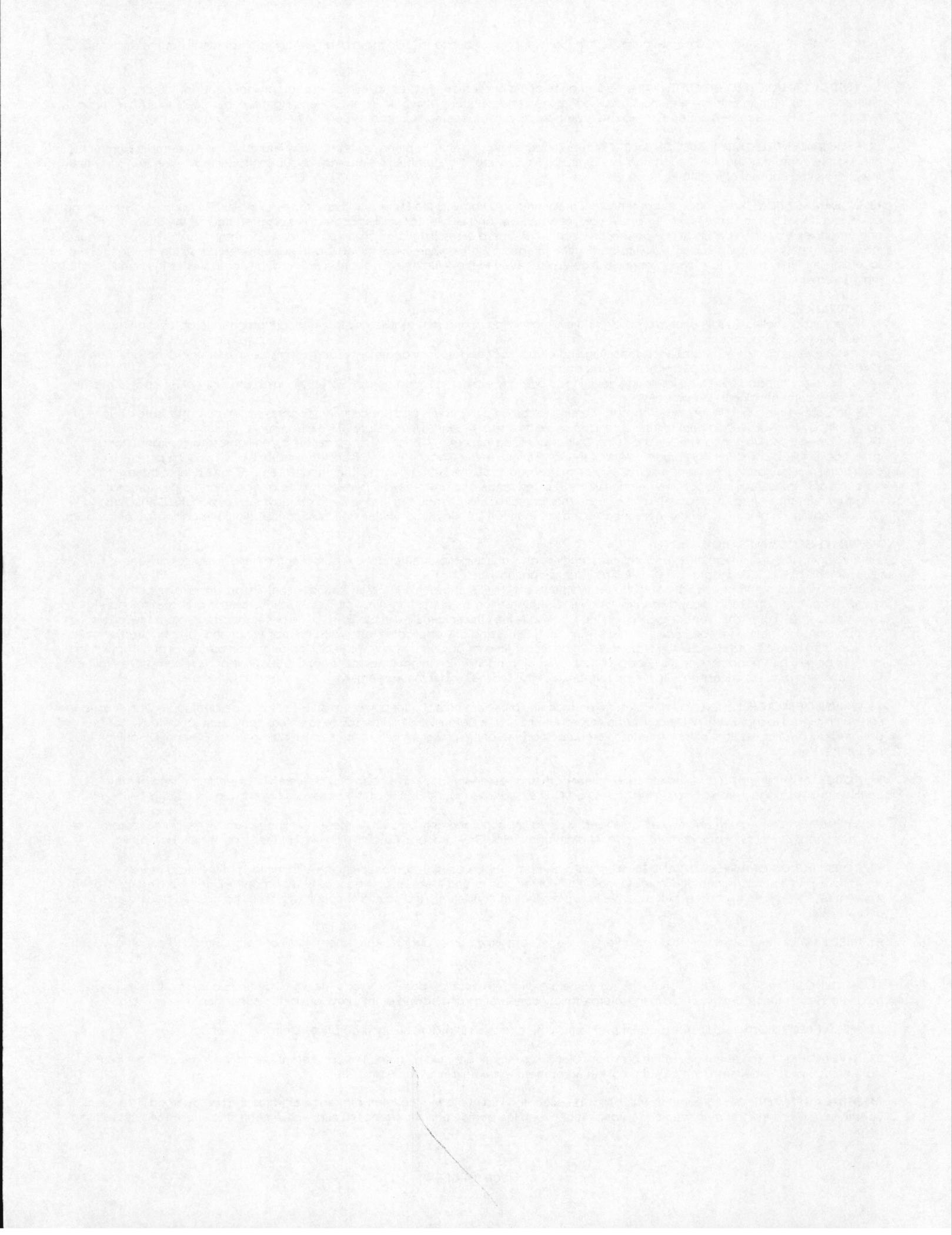
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SYLLABUS: Professional Workplace Communication

DESCRIPTION: This seminar will be a discussion of the value of professional workplace communications. Emphasis will be placed on face-to-face communications, as we are now a multi-generational multi-cultural social media-equipped workforce. The value of direct communications has never been more important than now.

MORNING SESSION:

- 9 am – 10 am Discussion of participants' experiences in the workforce.
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Examples of workplace communications

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 2 pm Discussion in small groups
- 2 pm – 3 pm Participants do face-to-face good/bad performance conversations
- 3 pm – 4 pm Individual participants work on conversations in the workplace while others observe

SYLLABUS: Critical Thinking and Analysis

DESCRIPTION: This seminar will examine the aspects of critical thinking and how decisions can affect the internal and external stakeholders. Practical exercises will be used to allow the participants to employ the decision-making process in situations, while allowing the rest of the class to benefit from these demonstrations.

MORNING SESSION:

- 9 am – 10 am Discussion of critical thinking
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Exercises in small groups

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 3 pm Presentation of the results of the small group exercises
- 3 pm – 4 pm Wrap-up

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SYLLABUS: Business Writing Basics

DESCRIPTION: This seminar will emphasize good basic business writing skills. Participants will be exposed to various types of correspondence in order to gain a better understanding of effective writing for the workplace.

MORNING SESSION:

- 9 am – 10 am Discussion of common mistakes and positive correspondences
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Discussion of how to improve business writing skills

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 3 pm Practical exercises
- 3 pm – 4 pm Wrap-up

SYLLABUS: Speaking and Presentation Dynamics

DESCRIPTION: This seminar will be a review of what is required to make an effective public speaking presentation. Good planning and preparation skills, practicing the presentation, and becoming familiar with the speaking environment prior to the presentation will be emphasized.

MORNING SESSION:

- 9 am – 10 am Discussion of participants' experiences in public speaking (positive/negative)
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Short exercise in public speaking

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 2 pm Expanded discussion on preparation, practice, and familiarity with the room
- 2 pm – 3 pm Individual/group practical exercises
- 3 pm – 4 pm Wrap-up

SYLLABUS: Motivating Employees

DESCRIPTION: This seminar will discuss how employees can be motivated in the public sector. The motivators, achievement, recognition, advancement, and salary will be reviewed with an emphasis on how they can be applied.

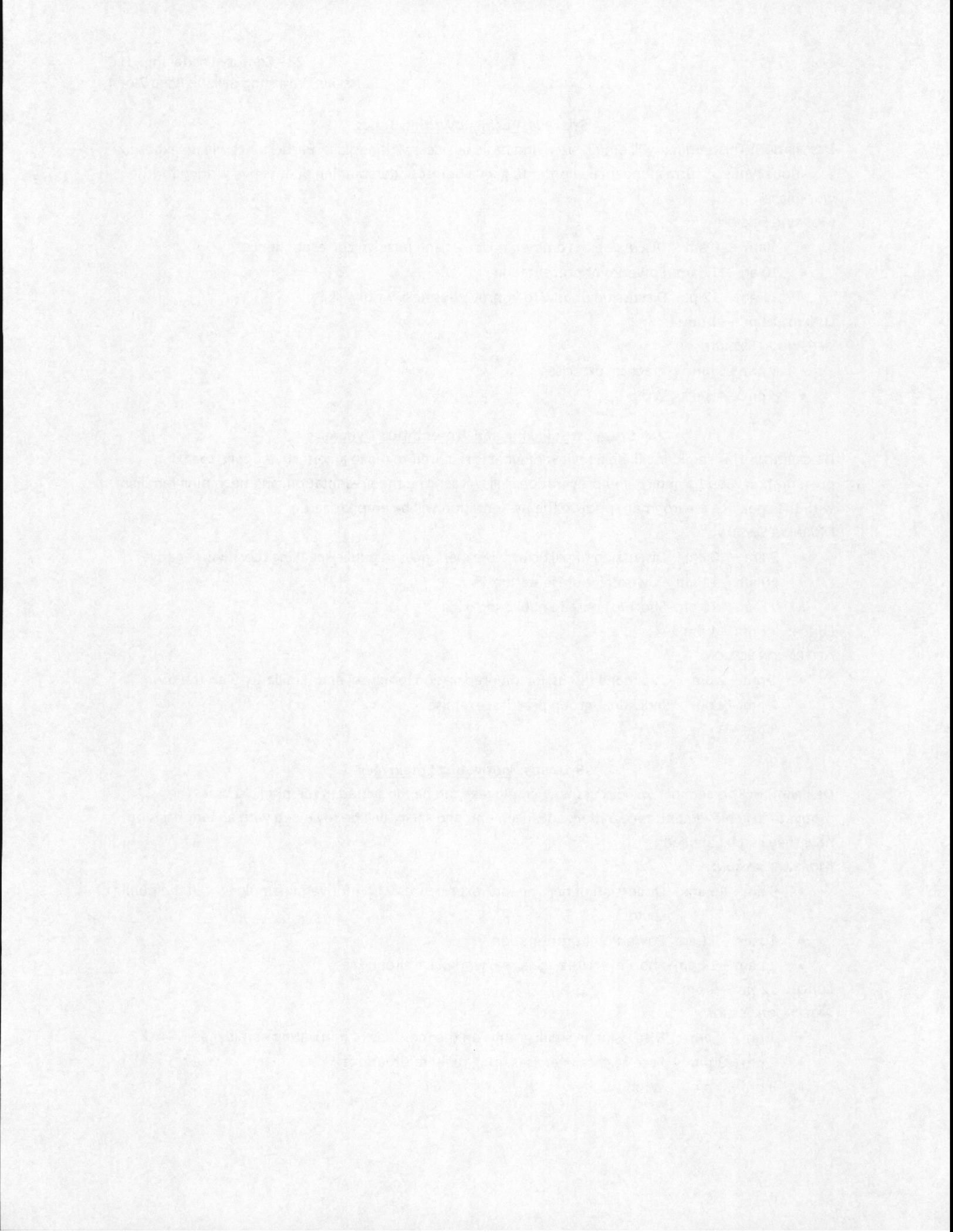
MORNING SESSION:

- 9 am – 10 am Discussion of participants' experiences with motivating employees in the public sector
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Short exercises using real workplace situations

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 2 pm Discussion in small groups on the methods of motivating employees
- 2 pm – 3 pm Face-to-face exercises using real-life situations
- 3 pm – 4 pm Wrap-up



SYLLABUS: Conducting Effective Meetings

DESCRIPTION: This seminar will discuss the strategies of scheduling, conducting, and increasing the efficiency of meetings.

MORNING SESSION:

- 9 am – 10 am Discussion of meetings the participants have attended and critique
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Discussion in small groups on how improvements can be made in meetings

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 3 pm Each participant will call a meeting and announce the agenda
- 3 pm – 4 pm Wrap-up

SYLLABUS: Leadership

DESCRIPTION: This seminar will discuss the various aspects of leadership in today's workforce and how it can be applied to allow employees to feel valued. "Leadership in the 21st Century" will be explained using the **CHILL** method: **C**ommunications, **H**onesty, **I**ntegrity, **L**istening, and **L**eadership.

MORNING SESSION:

- 9 am – 10 am Discussion of Leadership in the 21st Century
- 10 am – 11 am PowerPoint presentation and discussion - **C**ommunication
- 11 am – 12 pm PowerPoint presentation and discussion - **H**onesty

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 2 pm PowerPoint presentation and discussion - **I**ntegrity
- 2 pm – 3 pm PowerPoint presentation and discussion – **L**istening
- 3 pm – 4 pm PowerPoint presentation and discussion - **L**eadership

SYLLABUS: Understanding Personality Type and Communication Styles

DESCRIPTION: This seminar will allow participants to understand their personality type and communication styles, as well as how they affect the workforce.

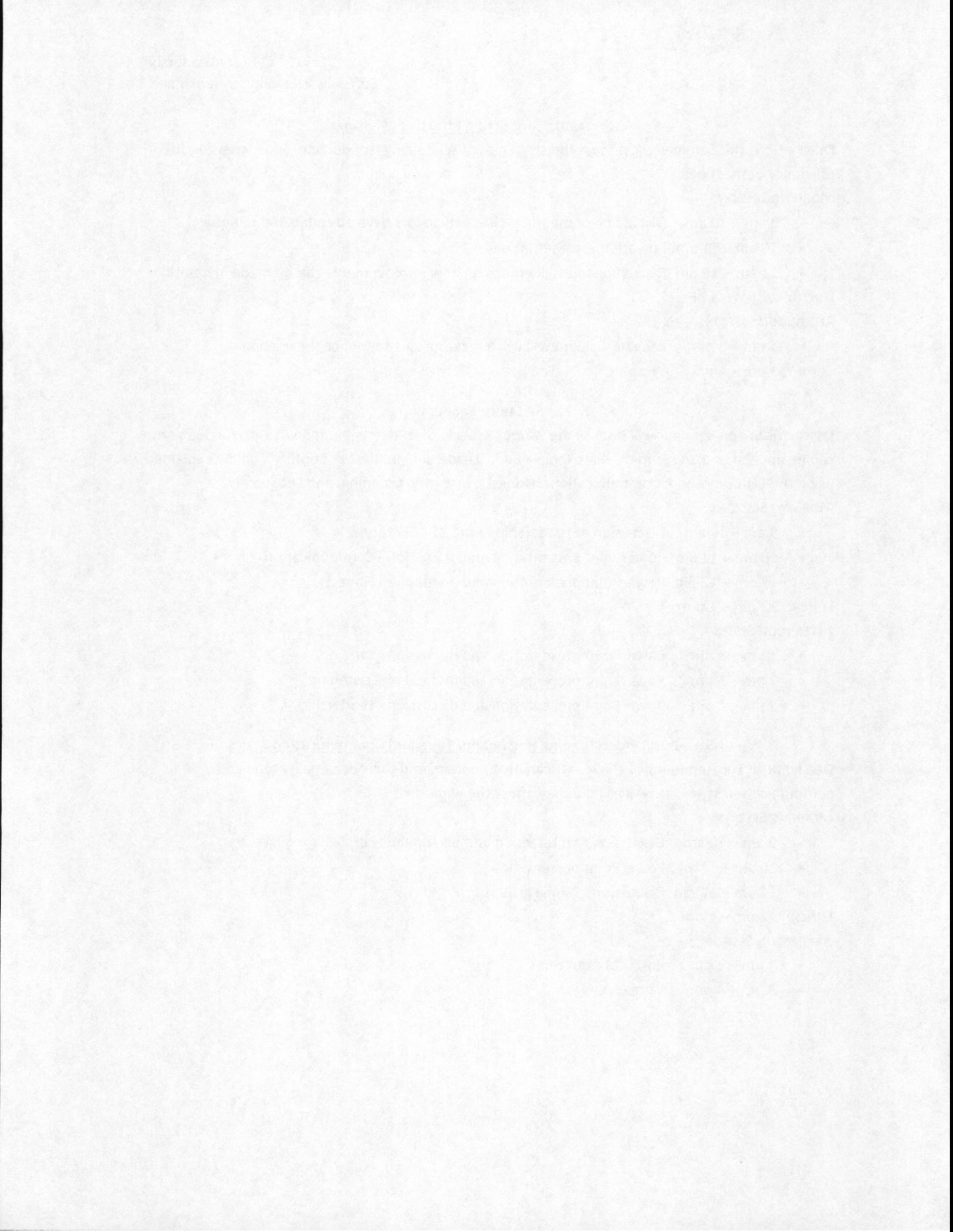
MORNING SESSION:

- 9 am – 10 am Discussion of interaction and personalities in the workplace
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Discussion in small groups

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 3 pm Practical exercises
- 3 pm – 4 pm Wrap-up



SYLLABUS: Conflict Resolution

DESCRIPTION: This seminar will examine the types of conflicts that occur in the workplace and provide participants with methods of dealing with difficult people.

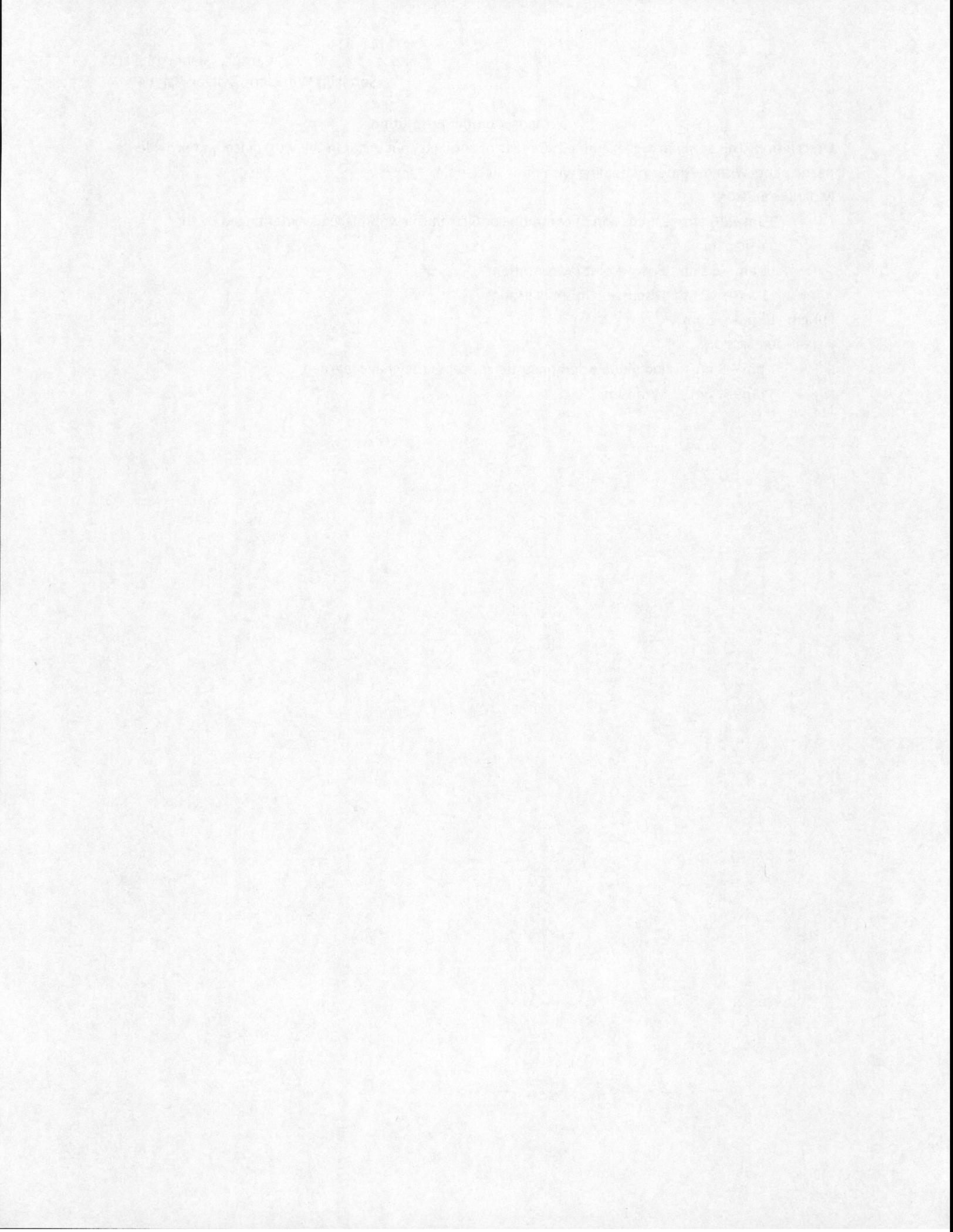
MORNING SESSION:

- 9 am – 10 am Discussion of common conflicts in the workplace as experienced by the participants
- 10 am – 11 am PowerPoint presentation
- 11 am – 12 pm Discussion in small groups

LUNCH: 12 pm – 1 pm

AFTERNOON SESSION:

- 1 pm – 3 pm Individuals demonstrate concepts they have learned
- 3 pm – 4 pm Wrap-up



Bernie G. Sparks III, MPA DA

LinkedIn.com/in/drberniesparks

7117 Harvest Road ▪ Loudon, NH 03307 ▪ (H) 603-798-3424 ▪ (C) 603-568-1719 ▪ bgs3402@aol.com

EXECUTIVE DIRECTOR

Accomplished professional with versatile executive administration skills and extensive cross-industry leadership experience in start-ups, law enforcement and higher education. Trusted expert for a wide range of business leadership issues including risk management, corporate governance and ethics. Offer a vast portfolio of qualifications well suited for roles in operational management, corporate training and program development. Doctorate of Arts in Leadership, solid business insight and ability to streamline operations and implement new programs and concepts in support of corporate mission. Promote a common-sense leadership style to formulate decisions and produce high quality results.

VALUE OFFERED

Conceptualize, Develop & Launch Winning Employment & Consulting Firms

Award winning business owner and founder of two successful start-up ventures serving the Human Resource (HR) needs of small to large corporate companies, government agencies and educational institutions. Manage and oversee all operations of a full-service employment agency with up to 50 employees and a consulting firm that provides leadership analysis and training to address workplace challenges. Recipient of the **Greater Concord Chamber of Commerce Small Business of the Year Award, 2007.**

Provide Key Executive Leadership & Team Building Expertise

Talent for building and managing workforces based on organizational goals, budget considerations and staffing needs. Cultivate a command presence and provide decisive leadership and training to university students, corporations, military personnel and law enforcement officers. Created curriculum and served as Lead Instructor for four NH State Police training schools; respected professor for three local colleges teaching both graduate and undergraduate business and management students.

Management Expert & Consultant

Combine field experience with excellent qualifications in management, budgeting and resource allocation. Invited speaker, published author and Human Resources Management Leadership subject matter expert specializing in corporate governance and ethics. Collaborate with client company's leadership to build efficient, stable and productive workforces through positive reinforcement and progressive discipline practices.

Civil Service / Military Veteran / Safety Advisor

Served 30 years in progressively responsible supervisory roles within the US military Special Forces and NH State Police Department. Developed expertise in high-level confidential special operations through assignment as an Assistant Commander of the NH State Police Narcotics Investigation Unit. Awarded **Certificate of Appreciation** by Cheshire County Sheriff's Office for Volunteer Response and **Grateful Recognition for Excellence in Law Enforcement** by the Merrimack County Attorney's Office.

PROFESSIONAL EXPERIENCE

Founder / Executive Director

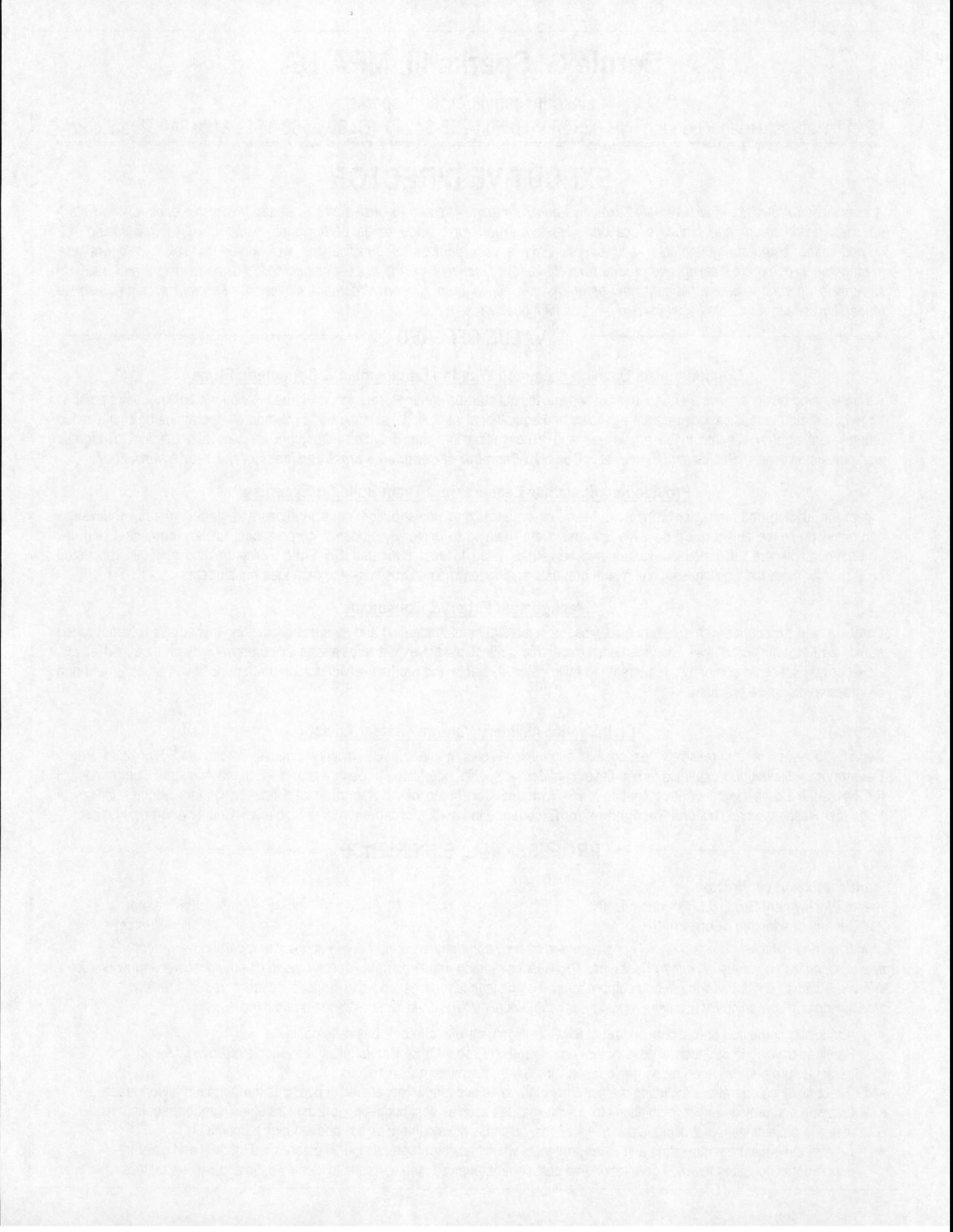
Sparks Employment Group, LLC - Concord, NH
21st Century Leadership - Concord, NH

2005-Present

2004 – Present

Conceived and established a successful consulting and training company to support corporations and federal government organizations with a variety of Human Resources (HR) issues ranging from leadership development, communications and workplace safety. Launched a sub-division offering comprehensive employment services including credential checks, resume review, interviewing and screening for positions ranging from entry-level through specialized engineers and executives.

- Administer combined operational budget of **\$1M+** in alignment with strategic business goals
- Provided training to 800 federal government employees on Proper Office Communications; efforts improved internal infrastructure and delivered measurable results improvement in internal processes
- Direct all office operations including the activities of up to 40 subcontractors placed in positions throughout the Northeast
- Oversee and provide effective solutions to complex issues such as cost budgeting, pricing strategies, vendor negotiations, revenue projections, purchasing /sales negotiations, business development tactics and industry competition
- Create and implement marketing and sales strategies while tracking progress against established internal and external benchmarks, focusing revenue generation and cost control; analyze market trends to identify optimal business metrics



Founder / Executive Director (Continued)

- Conduct detailed consultations with corporate clients to determine their employment needs and devise tactical staffing plans
- Established a leadership development methodology entitled **CHILL: Communications, Honesty, Integrity, Listening, Leadership** (Copyright 2012) to promote common sense leadership and the development of quality managers and supervisors
- Meet with business owners to determine institutional need for leadership improvement; design training programs focused on establishing objectives that match corporate culture, promote strategic vision and ethical decision making
- Deliver premier training programs and earn stellar testimonials from participants from organizations such as the NH Department of Education, US State Department, University of NH, The NH Association of Realtors and The NH Lodging Association
- Author, "Bad Bosses Need to CHILL" (2012)- Business NH Magazine, "Corporate Culture affects Employee Engagement" (2012) and "Common Sense Leadership" (2011) - GCCOC, Chamber Review Business Focus

Adjunct Professor & Adjunct Faculty

2003 – Present

Franklin Pierce University / Hesser / Granite State College/ Southern New Hampshire University- NH

Instruct graduate and undergraduate courses on topics including Policies, Procedures & Leadership, Public Administration, Human Relations, Communication Skills for Managers, Organizational Behavior, Business, Criminal Justice and Forensic Accounting. Certified to teach online courses for SNHU and MBA Leadership courses at Franklin Pierce University.

- Design and implement course syllabus; coordinate with Department Chair to ensure curriculum meets university guidelines
- Ensure students achieve their full potential by continuously assessing their progress and providing guidance on course material
- Facilitated the original MYPN "Start-up Challenge", as a certified facilitator in the Kauffman Fast Track New Ventures and Growth Ventures program at SNHU

Sergeant

University of NH Police Department, Durham, NH

2000 - 2007

New Hampshire State Police, Concord, NH

1976 – 1999

Over 22 years of experience including 16 as a Supervisor in roles throughout the department. Developed reputation as a respected leader, well versed in public administration, law and security issues. Member of the NH Attorney General's Drug Task Force.

- Senior Uniformed Patrol Supervisor responsible for the operational, tactical and administrative efforts of 35 Troopers/Sergeants
- As Troop Training Non- Commissioned Officer (NCO), validated that all troopers maintained mandatory certifications; scheduled and taught training for up to 200 Senior Patrol (SP) Auxiliaries and local Police Chiefs/Officers
- Assistant Commander of the Narcotics Investigation Unit; oversaw up to 10 staff members for multi-state joint operations, field operations, grants, special operations including wire taps, surveillance and building entries
- Refined expertise in safety standards and communications through oversight of equipment inspections and as a selected representative for court appearances and administrative hearings
- Served as Curriculum Designer, Lead Instructor and Resident Expert in the creation of four training schools for NH State Police; courses increased overall enforcement efforts including the Improved Sobriety Testing, which became industry standard

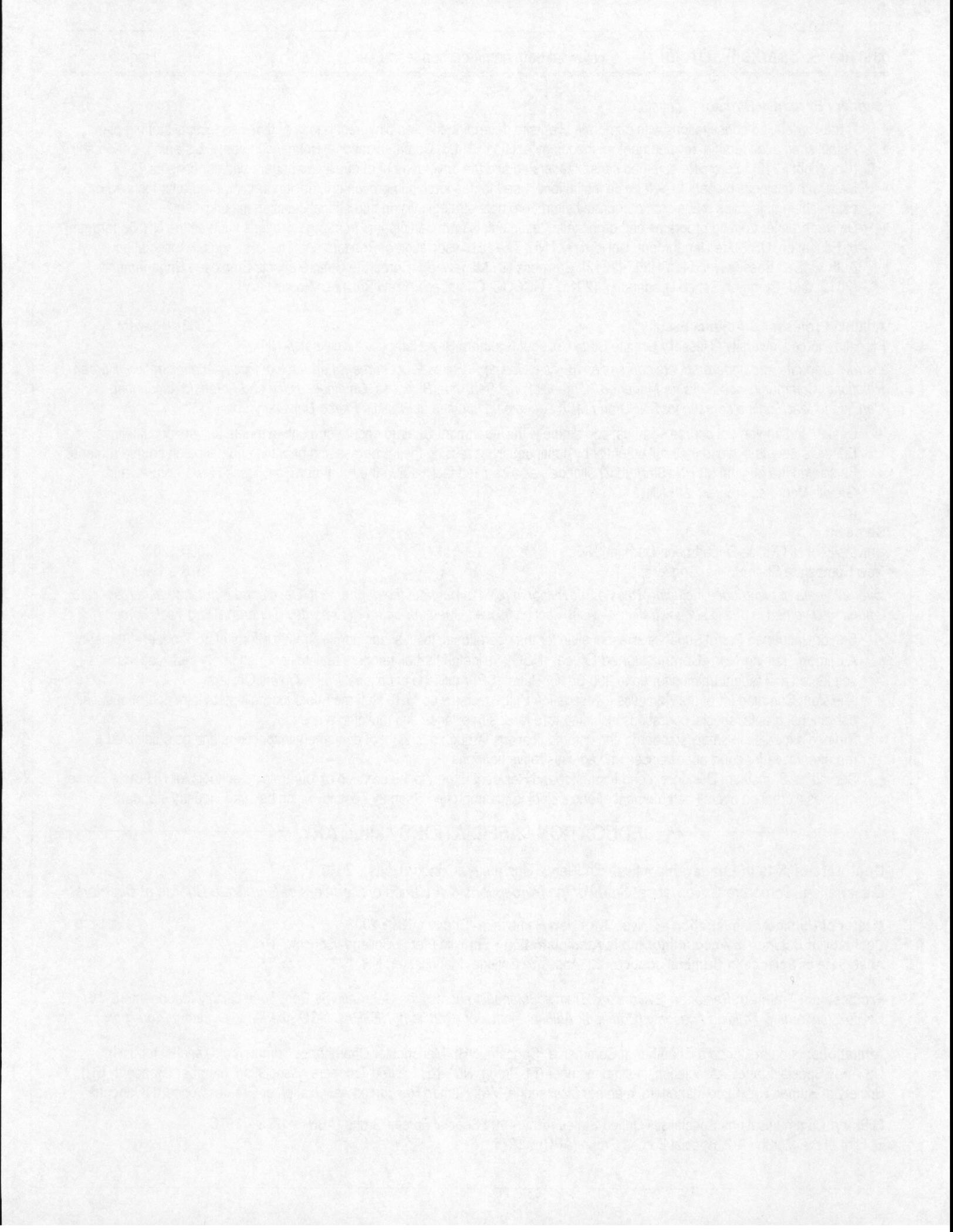
EDUCATION / AFFILIATIONS / MILITARY

Doctorate of Arts in Leadership - Franklin Pierce University- Concord, NH - 2011Dissertation: *Corporate Governance: Study of the Perceptions & Attitudes of Members of Corporate Boards of Directors***Master of Public Administration** - University of New Hampshire- Durham, NH - 2003**Bachelor of Science in Accounting/Public Administration** - Franklin Pierce College- Concord, NH**Associate of Science in Criminal Justice** - St. Anselm's College- Manchester, NH

Professional Training: *Personnel Evaluations Training, Managing across the Generational Gap, Total Quality Management, NH Police Standards & Training Academy (Certified), Adjunct Instructor (Certified), NESPAC NCO Academy, Dignitary Protection*

Affiliations: Greater Concord Chamber of Commerce (Concord, NH), Manchester Chamber of Commerce (Manchester, NH), US Army Special Forces Association, lifetime member (Ft. Bragg, NC), NH Retired Troopers Association, member (Concord, NH), Society of Human Resource Managers, member (Alexandria, VA), Human Resources Association of Greater Concord (Concord, NH)

Military: Communications Specialist - United States Army – 10th Special Forces Group (ABN) - 1973 – 1976Soldier of the Month - 10th Special Forces Group (ABN) - 1975



Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) Bernie G. Sparks III | |
| Business name, if different from above 21st Century Leadership, LLC | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) 5 Chenell Drive | Requester's name and address (optional) |
| City, state, and ZIP code Concord, NH 03301 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |
| 14 : 1917176 |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Bernie G. Sparks III* Date ▶ *May 9, 2013*

General Instructions

Section references are to the Internal Revenue Code, unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

11
The following is a list of the names of the persons who have been appointed to the various positions in the office of the Secretary of the State of New York.

Secretary of the State
Comptroller of the State
Treasurer of the State
Attorney General
Surrogate of the State
Judge of the Court of Sessions
Judge of the Court of Appeals
Judge of the Court of Claims
Judge of the Court of Chancery
Judge of the Court of Common Pleas
Judge of the Court of Criminal Justice
Judge of the Court of Civil Justice
Judge of the Court of Admiralty
Judge of the Court of Probate
Judge of the Court of Wills
Judge of the Court of Exchequer
Judge of the Court of King's Bench
Judge of the Court of Common Pleas
Judge of the Court of Criminal Justice
Judge of the Court of Civil Justice
Judge of the Court of Admiralty
Judge of the Court of Probate
Judge of the Court of Wills
Judge of the Court of Exchequer
Judge of the Court of King's Bench

1800
The following is a list of the names of the persons who have been appointed to the various positions in the office of the Secretary of the State of New York.

Secretary of the State
Comptroller of the State
Treasurer of the State
Attorney General
Surrogate of the State
Judge of the Court of Sessions
Judge of the Court of Appeals
Judge of the Court of Claims
Judge of the Court of Chancery
Judge of the Court of Common Pleas
Judge of the Court of Criminal Justice
Judge of the Court of Civil Justice
Judge of the Court of Admiralty
Judge of the Court of Probate
Judge of the Court of Wills
Judge of the Court of Exchequer
Judge of the Court of King's Bench

1800
The following is a list of the names of the persons who have been appointed to the various positions in the office of the Secretary of the State of New York.

STATE OF NEW HAMPSHIRE

BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 1

TO RFB INVITATION # 2-14

DATE OF BID OPENING: 5/13/13

TIME OF BID OPENING: 11:30 AM

FOR: TRAINING SERVICES – SOFT SKILLS & COMPUTER SKILLS WORKSHOPS

QUESTIONS AND ANSWERS

QUESTION #1

My question is regarding Bid 2-14, top of page 7, TRAINING MATERIALS.

Vendors must submit a course description and syllabus for each course offering for which they are submitting a bid. Vendors must also submit a list of the course materials that they would be providing for each of these courses (i.e. books, documentation, CDs, web access, etc).

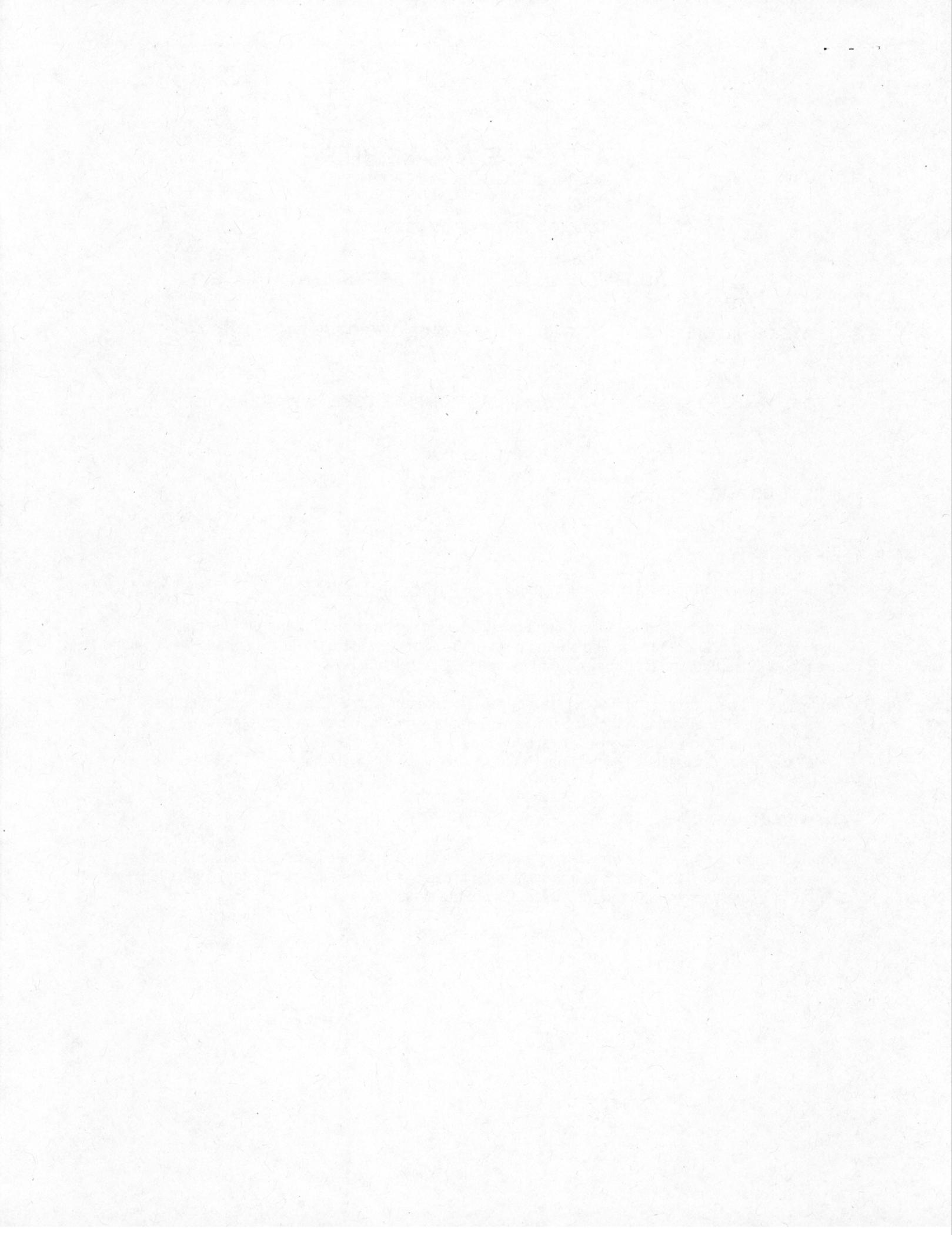
I am asking if I need to submit 9 separate Course Descriptions and Syllabi, or would listing the 9 Course Titles I am bidding on (Soft Skills) and a general methodology be acceptable?

i.e., Professional Workplace Communication

Power Point, Interactive Discussion, Practical Exercises & Handouts

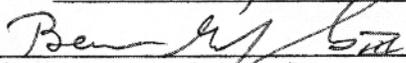
ANSWER #1

Yes, the bid requires a course description and syllabus for each of the courses proposed by the vendors; however, the syllabi do not need to be created in timeline specific detail. We're looking for a sense of the content and the topical flow of the class.



PURCHASING AGENT: ROBERT LAWSON
TEL. NO.: 603/271-3147

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID.

BIDDER 21st Century Leadership LLC ADDRESS 5 CHENELL DRIVE CONCORD, NH 03301
BY  EXECUTIVE DIRECTOR 5/14/13
(this document must be signed)
BERNIE G. SPARK III TEL. NO. 603-226-9675
(please type or print name)

