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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

October 12, 2021

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Travel and Tourism Development (DTTD) to enter into a contract with wedü, inc. (VC # 158621), of Manchester, NH, in the amount of $500,000 for CDL Licensing Marketing and Communications from November 1, 2021 through December 31, 2024 upon approval by the Governor and Executive Council. 100% Federal Funds.

Funds for FY22 and FY23 will be available in the following accounting unit contingent upon companion item Accept and Expend that is going to Fiscal Committee 10/22/21 and G&C 10/27/21, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed, and justified.

	FY 2022	FY 2023
03-022-022-221010-24900000 ARP Workforce Marketing Program 069-500567 Promotional and Marketing Exp.	$300,000	$200,000

EXPLANATION

The COVID-19 pandemic has changed the way consumers and businesses acquire products, changing the shipping industry and putting massive pressure on the logistics industry nationwide. A shortage of commercially licensed drivers and changing federal rules in 2022 will likely accelerate these serious issues across a wide range of transportation needs, including tractor-trailers, heating oil/propane delivery tankers, public and school buses, box trucks, and hazardous materials transports.

To expand CDL Licensing, the Division of Travel and Tourism Division (DTTD) issued a Request for Proposals (RFP) for CDL Licensing Marketing and Communications services on September 16, 2021. Notice was sent to sixty-nine agencies and the RFP was posted on nheconomy.com and admin.state.nh.us. Subsequently, three vendors submitted formal written proposals on October 5, 2021.

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

A selection committee comprised of DTTD and Division of Motor Vehicle (DMV) staff (Schedule #2) reviewed and scored the proposals (Schedule #1). wedü, inc. was ultimately awarded the contract with DTTD. Scoring is included as Schedule #3.

wedü, inc., based in Manchester, is a full-service digital marketing agency. The company is innovative with extensive experience in not only the technical but also the behavioral aspects of marketing. They focus on research and results to provide successful campaigns. wedü, inc. also works with New Hampshire Liquor Commission and Fliptable. DTTD will work in conjunction with the DMV to support the state's commercial transportation industry.

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

Respectfully submitted by,

Taylor Caswell
Commissioner

SCHEDULE #1

Department of Business and Economic Affairs
Division of Travel and Tourism Development
DMV CDL Licensing Marketing/Communication Services
Written Scoring Criteria

PROPOSAL EVALUATION CRITERIA

Proposals were reviewed, evaluated and scored by the selection committee. Evaluation of proposals was based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

Part A: Experience and Qualifications (30%)

OFFEROR'S EXPERIENCE IN SCOPE OF WORK (RFP Section 5):

1----2----3----4----5 x 2 = POINTS _____

PERSONNEL EXPERIENCE (RFP Section 5):

1----2----3----4----5 x 2 = POINTS _____

DESCRIPTION OF FINANCIAL STABILITY (RFP Section 5):

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART A = _____
(Maximum 30 Points)

Part B: Strategy, Tactics, Budget (50%)

SCOPE OF WORK: APPROACH (RFP Section 3)

1----2----3----4----5 x 4 = POINTS _____

CREATIVITY

1----2----3----4----5 x 4 = POINTS _____

ABILITY TO MEASURE/TRACK CAMPAIGN EFFECTIVENESS

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART B = _____
(Maximum 50 Points)

Part C: Cost Proposal (20%)

AGENCY FEE STRUCTURE

1----2----3----4----5 x 2 = POINTS _____

TOTAL POINTS FOR PART C = _____
(Maximum 20 Points)

Schedule #2

Department of Business and Economic Affairs
Division of Travel and Tourism Development
DMV CDL Licensing Marketing/Communication Services
Proposal Review Committee

Lori Harnois, Director
Division of Travel & Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Lori.J.Harnois@livefree.nh.gov

Amy Bassett, Deputy Director
Division of Travel & Tourism Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2665 Amy.O.Bassett@livefree.nh.gov

Michael Todd, Deputy Director
Division of Motor Vehicles
23 Hazen Drive, Concord, NH 03301
603-227-4222 Michael.D.Todd@dos.nh.gov

Department of Business and Economic Affairs
Division of Travel and Tourism Development
DMV CDL Licensing Marketing/Communication
Written Proposals and Oral Presentation Evaluation

SCHEDULE #3

Written Presentations	Millennium	Pearl	Wedu
Amy Bassett	74	50	88
Lori Harnios	68	42	80
Michael Todd	58	34	62
Written Totals	200	126	230

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100, Concord, NH 03301	
1.3 Contractor Name Wedu, Inc.		1.4 Contractor Address 20 Market Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-647-9338	1.6 Account Number 24900000/500567	1.7 Completion Date December 31, 2024	1.8 Price Limitation $500,000
1.9 Contracting Officer for State Agency Lori Harnois		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature Date: 10.14.21		1.12 Name and Title of Contractor Signatory Sean M. Owen, President	
1.13 State Agency Signature Date: 10/14/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/ Stacie M. Moser On: October 14, 2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials SO
Date 10.14.21

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

7. PERSONNEL.

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

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

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

Contractor Initials SO
Date 10.14.21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials SO
Date 10.14.21

EXHIBIT A
SCOPE OF SERVICES

wedü, inc. will provide marketing and communications services to support the state's commercial transportation and logistics industries in retaining and attracting new drivers by increasing the availability of resources to ensure those candidates have a clear pathway to a commercial driver's license (CDL).

Contract deliverables:

- Develop and execute a strategic marketing and communications plan for both recruiting new CDL drivers and communicating changes to CDL licensing changes.
- Develop creative assets, including training videos, social ads, TV/radio ads, etc., to support how to become a CDL drive and the changes to the CDL licensing changes.
- Research and buy media to support the campaigns.
- Develop a social media strategy and provide the appropriate content (posts/images) for the duration of the contract.
- Develop and produce printed resources outlining steps necessary to obtain a CDL.
- Implement tracking mechanisms in order to identify and measure KPIs.
- Provide monthly reports.

10/13/2021

Exhibit B
Schedule and Payments

Service	Rate
Account Management	$85.00
Strategic Planning	$150.00
Media Buying	$75.00
Production (Creative, Technical)	$95.00
Administrative/Accounting	$65.00
Video Shooting and Production	$105.00
Analytics and Data Review	$105.00
Digital Campaign Planning, Analysis, Daily Management	$105.00

wedü, inc. will invoice the state using the above hourly rates. All costs must be net to the State of New Hampshire.

Payments will be invoiced by wedü, inc.. by the terms noted above. The invoices shall be paid in accordance with state procedures, 30 days after the invoice date.

Exhibit C
Special Provisions

There are no special provisions in this contract.

10/13/2021

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEDU, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 31, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **307436**

Certificate Number: **0005455217**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of October A.D. 2021.

William M. Gardner
Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Sean Owen, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
wedu, inc. . I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 13, 2021,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Sean Owen, President & Secretary (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

wedu, inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10-13-2021

DALLAS A. LAGERQUIST
MY COMMISSION EXPIRES AUG. 4, 2026
NOTARY PUBLIC NEW HAMPSHIRE

ATTEST:

Sean Owen,
President

Notary 10/13/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Hays Companies Inc.
133 Federal Street, 4th Floor
Boston MA 02110

CONTACT NAME: Colin Quirk
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: cpquirk@hayscompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance	22403
INSURER B: Hartford Accident and Indemnity Company	22357
INSURER C: Hartford Casualty Insurance Company	29424
INSURER D: Hartford Underwriters Insurance Company	30104
INSURER E: AXIS Insurance Company	37273
INSURER F:	

INSURED
WEDU, Inc.
20 Market Street
Manchester NH 03101

COVERAGES — CERTIFICATE NUMBER: 21-22 WEDU — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			08 SBA AB6876	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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
							Employee Benefits	$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			08 UBC AZ7735	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$
C	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			08XXUWL1508	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			08 WEC AB9Y6W	9/1/2021	9/1/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
E	Multimedia/Professional			P-001-0001753551-02	10/1/2021	9/1/2022	Per Loss Limit	$1,000,000
							Per Aggregate Limit	$1,000,000

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

CERTIFICATE HOLDER

NH Division of Motor Vehicles
23 Hazen Drive
Concord, NH 03305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Hays/MCROSB

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