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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

November 14, 2022

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police (NHSP) to enter into a **Sole Source** contract with Cookson Communications (VC# 218944), Manchester, NH in the amount of \$467,000 for the purpose of rapidly developing a comprehensive "No Safe Experience" Public Awareness Campaign on the increasing dangers associated with recreational substance use, effective upon Governor and Council approval through November 30, 2023. 100% Federal Funds.

Funds are available in FY2023 and anticipated to be available in FY2024 upon the availability and continued appropriation, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified

02-23-23-234010 26650000 Dept. of Safety – ARPA - No Safe Experience	<u>SFY2023</u>	<u>SFY2024</u>
103-502664 Contracts for Operational Serv	\$336,400	\$130,600

Total \$467,000

EXPLANATION

This contract is **sole source** due to the urgency required to rapidly develop and deploy a public awareness campaign alerting New Hampshire residents to the highly dangerous presence of fentanyl in counterfeit pills, marijuana, and other dangerous drugs. There is an alarming and continuing increase in the amount of fentanyl in our society, made more disturbing by finding marijuana and counterfeit prescription pills that have been mixed with fentanyl with deadly results. Over 330 people in New Hampshire have died of drug overdose thus far in 2022, with over one-third of those deaths due to fentanyl. Last year (2021), over 400 people in New Hampshire died of drug overdose.

This Public Awareness campaign is needed to address this alarming and lethal threat. The public awareness campaign, entitled "No Safe Experience," will educate youth, young adults and their parents about the dangers and prevalence of fentanyl in counterfeit pills, marijuana, and other illicit drugs. This comprehensive media campaign will feature the New Hampshire State Police as the "face" of the campaign and will focus on individuals that may not have substance use disorder but are using substances recreationally and have no idea that they may contain a lethal dose of fentanyl.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
November 14, 2022
Page 2 of 2

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

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

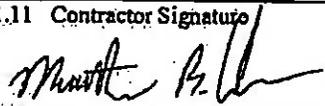
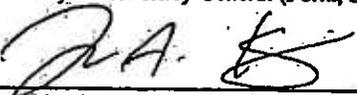
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Division of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Cookson Communications		1.4 Contractor Address 36 Lowell St, 2 nd Floor Manchester, NH 03101	
1.5 Contractor Phone Number 603-782-8192	1.6 Account Number	1.7 Completion Date 11/30/2023	1.8 Price Limitation \$467,000.00
1.9 Contracting Officer for State Agency Executive Major Matthew Shapiro		1.10 State Agency Telephone Number 603-223-8775	
1.11 Contractor Signature  Date: 11/21/22		1.12 Name and Title of Contractor Signatory Matthew Cookson, President + CEO	
1.13 State Agency Signature  Date: 11/22/22		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/23/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

**EXHIBIT A
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B
SCOPE OF SERVICES**

The Department of Safety, Division of State Police (State Agency) is contracting with Cookson Communications of Manchester, NH (Contractor) for the Contractor to consult, plan, provision, create and place media (both written and electronic), provide advertising and marketing services for the State of New Hampshire's Fentanyl Public Awareness Campaign, and more explicitly defined below.

The Contract will become effective upon Governor and Council approval, and last through ~~June 30, 2023~~ *November 30, 2023* (NY)

The State Agency shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice;

1. CONTRACT TERM

The Contract will become effective upon Governor and Council approval, and last through ~~June 30, 2023~~ *November 30, 2023* (MC)

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT.

2. SCOPE OF SERVICES

The Contractor shall provide services to the State Agency in connection with consulting, planning, provisioning, creating and placing media, advertising, informational publications, and outreach designed to further a Fentanyl Public Awareness Campaign entitled "No Safe Experience." This campaign will feature the New Hampshire State Police in educating youth, young adults, and their parents about the dangers and prevalence of fentanyl in counterfeit pills and illicit drugs.

3. BUSINESS/TECHNICAL REQUIREMENTS

- 3.1 The Contractor shall design and execute the "No Safe Experience" campaign through the following components:
 - 3.1.1 Video/PSA(s): Produce PSA(s) for radio, television, and social media platforms targeted to the young adult population.
 - 3.1.2 Website: Create a "No Safe Experience" webpage that will be referenced in all campaign materials and messaging. This website shall contain additional information concerning the danger of fentanyl and links to available Substance Use Disorder (SUD) resources available.
 - 3.1.3 Social Media: Develop a Social Media strategy that aligns with the target audience. This strategy shall include unpaid campaigns with partner organizations and paid campaigns through boosting advertisements.
 - 3.1.4 Digital Media: Develop a strategy to use popular digital media that aligns with/is followed by the target audience. Vehicles to be used include (but are not limited to) WMUR online, online media outlets, and popular services such as Spotify.
 - 3.1.5 Print Materials: Produce posters, rack cards, and other printed materials for distribution to include (but not limited to) middle- and high schools, colleges, universities, liquor outlets, and DMV locations as requested by the State Agency or recommended by the Contractor.
 - 3.1.6 Billboards and Other Outdoor Promotional Vehicles: The Contractor shall design and arrange for strategic placement of billboards along state highways. The billboard message shall warn users of the increasing prevalence of fentanyl in illicit drugs. The Contractor shall make best efforts to find opportunities for bus and bus stop signage ads to increase visibility in key urban areas.
 - 3.1.7 Schools: The Contractor shall work with the State Department of Education to create fentanyl awareness-related lesson plans to be included in health and advisory classes for middle and high school students. These lesson plans shall be made available to private schools and parents who home-school their children.
 - 3.1.8 Media Interviews: The Contractor shall engage with the Governor, Colonel Nathan Noyes of the NH State Police (NHSP), and other individuals as directed by the State Agency, to participate in a launch event and interviews with various print, radio, and television media outlets. This will be part of an ongoing public relations effort for the length of the campaign.

4. ACTIVITY, DELIVERABLES, AND MILESTONES

4.1 Planning and Project Management

- 4.1.1 Conduct Kickoff Meeting: As soon as practicable after Effective Date, but no later than 30 days after effective date. At this meeting the Contractor should expect to outline general approach to the campaign, and work with the State to define & prioritize target audiences, discuss/define short-term efforts (activities to mark kickoff of campaign, e.g., launch press conference, interviews, PSAs, etc.), and mid-term efforts.
- 4.1.2 Workplan: The Contractor shall provide a written plan within 45 days of Effective Date. This plan should further define the campaign's activities, to include the following:
 - 4.1.2.1 Approach for the campaign, to include website, logo, branding for the campaign, galleys/proofs for written materials, proposed media outreach plan, wireframe (or interactive prototype for website if possible), proposed video for social media and audio for radio, proposed billboard design, initial outline for social media campaign and digital ad campaign.
 - 4.1.2.2 Initial plan for NH Dept. of Education to jointly develop appropriate lesson plans for middle- and high schoolers.
 - 4.1.2.3 Jointly defined performance measures/metrics for social media channels, web traffic, digital ad traffic, to include (but not limited to): visitor demographics, numbers of downloads, time on the site, numbers of visitors requesting more info. The Contractor shall report out the agreed-upon metrics no less than monthly for the duration of the campaign.

4.2 Deliverables/Milestones

- 4.2.1 45 Days after Effective Date:
 - 4.2.1.1 Interactive Website and Landing Pages
 - 4.2.1.2 Media Launch (to include video interview with print, radio & television outlets)
- 4.2.2 60 Days after Effective Date
 - 4.2.2.1 Fully functional campaign website and landing pages
 - 4.2.2.2 Completed Video PSA, in formats for both television and social media
 - 4.2.2.3 Completed audio PSAs for radio and social media
 - 4.2.2.4 Social Media placement on channels agreed to by the State and Contractor
 - 4.2.2.5 Proofs/proposals for other Digital ads (TV, radio, social media)
- 4.2.3 90 days after Effective Date
 - 4.2.3.1 Print Media completed (posters and rack cards)
 - 4.2.3.2 Video PSAs fully placed

4.2.3.3 Billboards placed

4.2.3.4 All digital ads placed (TV, radio, social media)

4.2.3.5 School lesson plans as developed in conjunction with NH Department of Education

4.2.3.6 Initial Metric reporting on campaign, then following every 30 days thereafter.

5.0 Deliverable Review/Acceptance

5.1 Written Material Deliverable Review & Acceptance

The Contractor and the State shall jointly review all proofs. The State will notify the contractor of Acceptance, Rejection, or Conditional Acceptance in writing within five (5) business day. In the case of conditional acceptance or rejection, the State will notify the Contractor of the desired changes or correction needed for full Acceptance.

5.2 Audiovisual Deliverable Review & Acceptance

The Contractor and the State shall jointly review all proposed television, radio, and online spots. The State will notify the contractor of Acceptance, Rejection, or Conditional Acceptance in writing within five (5) business day. In the case of conditional acceptance or rejection, the State will notify the Contractor of the desired changes or correction needed for full Acceptance.

6.0 Change Order

6.1 The State may make changes, revisions, or request enhancements to the Scope of Work at any time by written Change Order. Within five (5) business days of Contractor's receipt of a Change Order, the Contractor shall advise the State of any impact on cost or schedule.

6.2 The Contractor may propose a change within the scope of the Contract by written Change order, identifying any impact on cost or schedule. The State must review and approve, or reject all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are not able to reach an agreement in writing within 30 days of receipt of the Change Order.

6.3 Change Orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the contract may require approval by the Governor and Council.

6.4 A Change Order which is accepted and executed by both Parties, and if applicable approved by the Governor and Council, shall amend the terms of this Agreement.

7.0 Operations, Maintenance, and Support of the Campaign

7.1 Operations of the Campaign

The Contractor shall maintain and support the Campaign in all material respects as described in the Contract, through the Contract Completion Date. The Contractor and State shall meet:

at least every 30 days to assess the Campaign and possible refinements. The Contractor shall provide the State its suggested program updates as suggested in monthly conferences.

7.2 Maintenance and Support of the Campaign

The Contractor shall monitor the functionality of the Website and take corrective action upon discovery or when notified by the State. The Contractor shall monitor the effectiveness and reach of each chosen type of media, and report via the Metrics/Measures as described in Section 4.1.2.3 and agreed upon by the State and Contractor. The Contractor shall suggest adjustments to the Campaign's media presence based upon Metrics/Measures and/or as directed by the State, consistent with available funding.

8.0 State Copyright

All right, title and interest in the website, billboards, pamphlets, and both paid and unpaid public announcements, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the website pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright

**EXHIBIT C
PRICING AND PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor agrees to invoice the State of New Hampshire, Division of State Police, monthly. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State Agency's approval of the work as completed to the State Agency's sole satisfaction. The Contractor agrees not to exceed the contract total of \$467,000.00.

2. PAYMENT/TASK SCHEDULE

2.1 First 8 Months/Payment and Task Detail

2.2 4 Month Optional Extension/Payment and Task Detail

No Safe Experience Campaign Budget																				
4-month extension option																				
Task Category	Month 9	Month 10	Month 11	Month 12	Subtotal	Task Detail														
Planning & modeling campaign						Build campaign, define /prioritize target audiences, develop promotional partnerships														
Project management and measurement/reporting	\$7,500	\$7,500	\$7,500	\$7,500	\$30,000	Campaign, social media, PSA management/measurement; client meetings, etc.														
Creative design/development	\$1,500	\$1,500	\$0	\$0	\$3,000	refine logo, create campaign brand guidelines; ongoing design of numerous campaign elements														
Campaign website and landing pages	\$1,450	\$1,450	\$450	\$0	\$3,350	Build and host site, regular updates and three promo landing pages														
Printing - posters and rack cards	\$2,500				\$2,500	Two rounds of printing: est. 1,000 posters and 3,000 rack cards total														
Video/PSA development and reformatting					\$0	Develop 30-second video; reformat into additional videos for social media, develop audio for radio														
Billboards, bus ads, bus stop signage	\$6,000	\$6,000	\$6,000		\$18,000	Billboards are \$2-4k a month depending on location; budget will support several located across NH														
Social media - earned and paid	\$10,000	\$10,000	\$10,000		\$30,000	Will develop a two tiered social media campaign (paid and free) that aligns with the target audience														
Other digital ads - WMUR, digital media, Spotify, etc	\$12,000	\$12,000	\$12,000		\$36,000	Will develop a digital ad campaign that aligns w/ most common digital tools used by target audience														
Develop/disseminate fentanyl-related MS/HS lesson plans					\$0	Work with NH ED & field experts to develop & disseminate age-appropriate lesson plans to schools														
Media relations services, including launch	\$1,500	\$1,500	\$1,500	\$450	\$4,950	Launch press conference and ongoing PR to expand the reach of the campaign into earned media														
Travel, postage and approved out-of-pocket expenses	\$450	\$450	\$1,500	\$450	\$2,850	Travel, and out of pocket expenses that are approved														
Totals	\$42,900	\$40,400	\$38,950	\$8,400	\$130,650															

Contractor Initials MC
Date 11/2/22

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COOKSON COMMUNICATIONS is a New Hampshire Trade Name registered to transact business in New Hampshire on August 11, 2020. 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: 848699

Certificate Number: 0005886873



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

I, Tricia Houghton, do hereby certify that:
(Name of the Clerk of the Corporation, cannot be signatory)

(1) I am the duly elected clerk of Cookson Strategies Corp. DBA Cookson Communications
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 11/8/2022.
(date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Safety, Division of State Police.

RESOLVED: That Matthew Cookson, President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate:

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 8th day of November, 2022
(day, month, yr) (must be same date as the contract date)

(4) Matthew Cookson is the duly elected President & CEO of the corporation.
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 8th day of November, 2022.

Tricia Houghton
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On _____, 20____, the foregoing instrument was acknowledged before me.

In witness whereof I hereunto set my hand and official seal.

N/A COVID19

My commission expires on:

Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2022

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Heather Cuthbertson PHONE (A/C, No, Ext): (603) 869-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.ceris@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Casualty Insurance Co. of America	NAIC # 19046
		INSURER B: Travelers Prop. Cas. Co. of America	25874
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680317M73882242	11/26/2022	11/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680317M73882242	11/26/2022	11/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP3F5026292242	11/26/2022	11/26/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7J0533362242 (3a.) NH	11/26/2022	11/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only Informational Purposes Only	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 <i>Heather Cuthbertson</i>

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