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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-2214 Fax: (603) 271-6488 www.nhdfll.org

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March 16, 2023

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands, to exercise a contract renewal option with the Altos Group, LLC (VC# 265781), Bedford, NH, for conservation license plate marketing in support of the Conservation Number License Plate (Moose Plate) Program by increasing the price limitation by \$100,000 from \$100,000 to \$200,000 and extending the completion date from June 30, 2023 to June 30, 2025 effective upon Governor and Council approval. The original contract was approved by Governor and Council on May 5, 2021, item #48. 100% Other Funds (Agency Income).

Funds are anticipated to be available in the following account for Fiscal years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-350010-34050000, Conservation Plate Fund

	<u>FY 2024</u>	<u>FY 2025</u>
069-500567 - Promotional Marketing Expenses	\$50,000	\$50,000

EXPLANATION

In accordance with RSA 261:97-b, I, the Department of Natural and Cultural Resources (Department) is designated to promote and market the Moose Plate Program.

The Department is requesting to exercise the contract renewal option because the vendor has excelled in providing marketing and advertising agency services for the Moose Plate program. The revenue from the sales and renewals of conservation license plates increased by 6% in the past year. The vendor created and managed promotional campaigns including "Name the Moose," and developed engaging content promoting completed Moose Plate grants for social media and the Department experienced an increase of 13% of new visitors to the Moose Plate website.

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

Respectfully submitted,

Patrick D. Hackley
Director

Concurred,

Sarah L. Stewart
Commissioner

(SM)

Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources, Division of Forests and Lands, Natural Heritage Bureau, and The Altos Group, LLC, hereby mutually agree to amend the contract for *conservation license plate marketing in support of the Conservation Number License Plate (Moose Plate) Program* originally approved by the Governor and Executive Council on May 5, 2021, Item #48, with a completion date of June 30, 2023, as follows:

1. Amend Box 1.7, Completion Date, by exercising a renewal option for two years from the original completion date of June 30, 2023, to the completion date of June 30, 2025;
2. Amend Exhibit A, Special Provisions, to include: (no change to Exhibit A)
3. Amend Exhibit B, Scope of Services, to include: (no change to Exhibit B)
4. Amend Exhibit C, Terms of Payment, by increasing the contract total by \$100,000 from \$100,000 to \$200,000. Term, to renew for two years from Governor and Council approval through June 30, 2025.
5. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
6. This amendment is subject to approval by the Governor and Executive Council.

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

The Altos Group

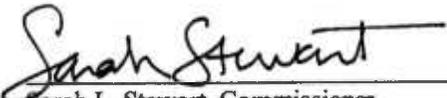


Kathy Sevigny, CEO

3/17/23

Date

Department of Natural and Cultural Resources



Sarah L. Stewart, Commissioner

4/3/2023

Date

Approved as to form, substance and execution:



Attorney General

04/18/2023

Date

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 THE ALTOS GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 19, 2003. 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: 441437

Certificate Number: 0006122611



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of February A.D. 2023.

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

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certificate of Authority

(Sole partner, member, or manager)

I, Kathy Seigny hereby certify that I am the sole Partner, Member or (Name) manager of The Altos Group a limited liability partnership under RSA 304-B, a limited (Name of Partnership or LLC) liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of the signature below.

DATE: 2/18/23

ATTEST:

Kathy Seigny
(Name)
Sole Partner
(Title)

State of New Hampshire, County of Hillsborough
On this 18th day of February, 2023, personally
appeared Kathy Seigny
known to me, or satisfactorily proven, to be the person
whose name is subscribed to the foregoing instrument
and acknowledged that he/she executed the same for
the purposes therein, as his/her voluntary act and deed.

Aaron M. Nicolas, Notary Public
My Commission Expires: 07/31/2024

Aaron M. Nicolas
NOTARY PUBLIC NEW HAMPSHIRE
MY COMMISSION EXPIRES 7/31/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2023

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 Santo Insurance Inc 224 Main Street, Suite 2A Salem NH 03079		CONTACT NAME: Leslie Sullivan PHONE (A/C, No, Ext): E-MAIL ADDRESS: Leslie.Sullivan@relationinsurance.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Ins Co Of America	
		INSURER B: North American Capacity Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 31534	

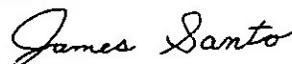
COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		OBVD397023	10/17/2022	10/17/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		OBVD397023	10/17/2022	10/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability		C4LQK065379CYBER2021	04/08/2022	04/08/2023	Limit 1,000,000 Ded 2,500

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

NH Conservation License Plate Program is additional insured for general liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Dept of Natural and Cultural Resources 172 Pembroke Rd 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2023

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 AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC	
	PHONE (A/C, No, Ext): 888-289-2939	FAX (A/C, No):
E-MAIL ADDRESS: certs@apintego.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire & Its P&C Affiliates		00914
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76WEGAK6J5E	02/23/2023	02/23/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Department of Natural and Cultural Resources 172 Pembroke Road Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road, Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629
TDD ACCESS: Relay NH 1-800-735-2964

April 9, 2021

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources to enter into a contract with the Altos Group, LLC (VC# 265781), Bedford, NH, in an amount not to exceed \$100,000 for conservation license plate marketing in support of the Conservation Number License Plate (Moose Plate) Program, with the option to renew for an additional 2-year period, effective upon Governor and Executive Council for the period July 1, 2021 through June 30, 2023. 100% Other Funds (Agency Income).

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

03-035-035-350010-34050000, Conservation Plate Fund

	<u>FY 2022</u>	<u>FY 2023</u>
069-500567 - Promotional Marketing Expenses	\$50,000	\$50,000

EXPLANATION

In accordance with RSA 261:97-b, I, the Department of Natural and Cultural Resources (Department) is designated to promote and market the Moose Plate Program.

On November 19, 2020, a Request for Proposal (RFP) for "Marketing and Advertising Agency Services" was advertised on the Department of Administrative Services' website. Four companies submitted proposals by the closing date of January 20, 2021. The Moose Plate Marketing Subcommittee is comprised of seven representatives from agencies that receive funding from Moose Plate revenue. These include representatives from the Department, the State Conservation Committee, the Land and Community Heritage Investment Program, and the Fish and Game Department. The Moose Plate Marketing Subcommittee recommended the Altos Group, LLC as the agency with which the Department should negotiate a contract. The Altos Group, LLC scored the highest when evaluated based on the following criteria: (1) marketing strategy and creativity; (2) qualifications of the firm/individual; and (3) budget. The scoring summary from the selection committee is attached for your information.

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

Respectfully submitted,


Sarah L. Stewart
Commissioner

Conservation Number License (Moose) Plate FY22-23 Proposal for Marketing Agency

Agencies that submitted proposals:

Applicant	Location
The Altos Group, LLC	Bedford, NH
Brentwood Visual	Brookline, NH
Insight	Sioux falls, SD
Luminous	Providence, RI

Scoring Summary of Proposals

	Altos	Brentwood Visual	Insight	Luminous
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Sabrina Stanwood, Natural Heritage Bureau, Department of Natural and Cultural Resources (DNCR)	98	91	73	83
Shelly Angers, Office of the Commissioner, DNCR	91	62	64	66
Dea Brickner Wood, State Conservation Grant Program, State Conservation Committee (SCC)	93	85	44	75
Dijit Taylor, Land and Community Heritage Investment Program (LCHIP)	81	56.5	74	71.5
Andrew Cushing, Bureau of Historic Sites, DNCR	94	82	92	76
Nicola Whitely, representing Nongame and Endangered Species Program, Fish & Game Department (NHFGD)	91	79	61	68

TOTAL	548	455.5	408	439.5
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Ranking	1	2	4	3
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Scoring Criteria	Maximum Score
Marketing Strategy and Creativity	45
Qualifications of Firm/Individual	35
Budget	20
Total	100

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 Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd., Concord, NH 03301	
1.3 Contractor Name The Altos Group, LLC		1.4 Contractor Address 15 Constitution Drive Suite 1A Bedford, NH 03110	
1.5 Contractor Phone Number 603-703-1313	1.6 Account Number 34050000-069-500567.	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Sabrina Stanwood		1.10 State Agency Telephone Number 603-892-8824	
1.11 Contractor Signature <i>Kathy Sevigny</i> Date: 3/23/21		1.12 Name and Title of Contractor Signatory Kathy Sevigny, CEO	
1.13 State Agency Signature <i>Sarah L. Stewart</i> Date: 4/15/21		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Michael Holby, Attorney</i> On: 4/19/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Contractor Initials *KAS*
Date 3/23/21

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 80:7c 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 91A 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.

**State of New Hampshire
Department of Natural and Cultural Resources**

**Marketing and Advertising Agency Services
for the Conservation License Plate (Moose Plate) Program**

Exhibit A

Special Provisions

There are no additional or special provisions to this contract.

Exhibit B

Summary of the Work

The Altos Group, LLC shall provide the State with Marketing and Advertising Agency Services according to, in compliance with, and as indicated in the Department's request for bid proposals (RFP 2021-03 "Marketing and Advertising Agency Services for the NH Conservation and Heritage License Plate (Moose Plate) program" dated November 19, 2020) a copy of which The Altos Group, LLC acknowledges receipt of and the following scope of services:

1. Detailed media advertising budget (approximately 70 percent of the total budget):
 - a. print and broadcast
 - b. electronic media (social media and web)
2. Development of content for electronic media (approximately 10 percent of total budget, as follows):
 - a. Use information provided by the Marketing Subcommittee, create and post to social media and website
 - b. Provide analytics for social media and website
 - c. Run social media contests / campaigns
 - d. Maintain / update website
3. Work with Marketing Subcommittee to produce special projects, including but not limited to (approximately 10 percent of total budget):
 - a. Update online interactive map of all new projects funded (NOTE: this map has been designed for such additions and information to populate map will be provided by Marketing Subcommittee)
 - b. Maintain project information database including but not limited to photos, data and information provided by the Marketing Subcommittee
 - c. Perform outreach to special audiences as defined by the Marketing Subcommittee, including by not limited to:
 - i. Town / City clerks
 - ii. Auto owners
 - iii. Department of Motor Vehicles locations
4. Adapt current visual brand to any additional materials requested by the Marketing Subcommittee (approximately 5 percent of total budget)
5. Perform account administration (approximately 5 percent of total budget):
 - a. Schedule, provide account updates, take notes and brainstorm at 4-6 meetings/year with Marketing Subcommittee
 - b. Communicate with Marketing Subcommittee via email and phone re: staffing changes, project progress and information needs
 - c. Submit quarterly invoices with detailed information re: tasks, projects, media buys
 - d. Maintain spreadsheets and mailing lists for city and town clerks and other constituents

Exhibit C

Contract Price

Total contract shall not exceed: \$100,000

Method of Payment

The contractor shall submit monthly invoices including a retainer for website hosting, social media marketing, agency fee and additional services including printing and media placement. Each invoice will detail date, hours and services provided and cost of production/creative, website hosting, social media marketing, printing and media placement. Payment shall occur within thirty (30) business days of invoice submittal and approval.

Term

This contract shall commence upon approval from the Governor and Executive Council with a completion date of June 30, 2023. There may be an option to renew the agreement through June 30, 2025, if desired by both parties, subject to approval by the Executive Council.

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 THE ALTOS GROUP, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 19, 2003. 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: 441437

Certificate Number : 0005315824



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of March A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: THE ALTOS GROUP, LLC	Business ID: 441437
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	
Business Creation Date: 06/19/2003	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 06/19/2003	
Principal Office Address: 15 Constitution Drive, Suite 1A, Bedford, NH, 03110, USA	Mailing Address: 15 Constitution Drive, Suite 1A, Bedford, NH, 03110, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: kathy@altosagency.com	Phone #: 603-222-9052
Notification Email: kathy@altosagency.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CONSULTING SERV	

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Principals Information

Name/Title	Business Address
Kathy M. Seigny / Manager	4 Bedford Farms Drive, Suite 107, Bedford, NH, 03110, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Zorn, William V A, Esq

Registered Office Address: McLane Law Firm 900 Elm Street, Manchester, NH, 03101, USA

Registered Mailing Address: McLane Law Firm 900 Elm Street, Manchester, NH, 03101, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#)
 [Address History](#)
 [View All Other Addresses](#)
 [Name History](#)
[Shares](#)
[Businesses Linked to Registered Agent](#)
[Return to Search](#)
[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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Limited Partnership or LLC Certificate of Authority
(Sole partner, member, or manager)

I, Kathy Sevigny hereby certify that I am the sole Partner, Member or
(Name)
manager of Altos Group a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)
liability professional partnership under RSA 304-D, or a limited liability company under
RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that
it is understood that the State of New Hampshire will rely on this certificate as evidence that
I currently occupy the position indicated and that I have full authority to bind the partnership
or LLC and that this authorization shall remain valid for thirty (30) days from the date of
the signature below.

DATE: 4/15/21

ATTEST: Kathy Sevigny
(Name)
CEO
(Title)



ALTOS-1

QP ID: VP2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2021

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

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

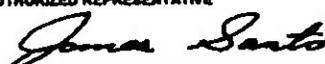
PRODUCER Santo Ins & Financial Serv LLC Salem 224 Main Street Suite 2A Salem, NH 03079 James A Santo	603-890-6439		CONTACT James A Santo	
	603-890-6439		603-890-6521	
224 Main Street Suite 2A Salem, NH 03079 James A Santo			FAX (AG, No): 603-890-6521	
The Altos Group LLC 4 Bedford Farms Drive Bedford, NH 03110			Email Address: jamie@santoinurance.com	
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: Citizens Ins Co of America				31534
INSURER B:				
INSURER C:				
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.

DESCR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OBVD397023	10/17/2020	10/17/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVD397023	10/17/2020	10/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			C4LQK065370CYBER2020	04/08/2020	04/08/2021	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Conservation License Plate Program is additional insured for general liability when required by written contract, and subject to policy forms, terms, and conditions.

CERTIFICATE HOLDER Dept of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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