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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

August 28, 2023

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** amendment to an existing contract with Cookson Strategies Corporation, Manchester, NH (VC #218944), by increasing the amount by \$100,000 from \$255,000 to \$355,000 and extending the completion date from December 31, 2023 to September 30, 2024 to provide professionally designed handouts, posters, mail pieces, flyers and other materials to communicate critical messaging and raise awareness of information and issues relative to COVID-19 effective upon Governor and Council approval. This contract was originally approved by the Governor on November 10, 2020, amended on March 8, 2021, and submitted to Governor and Council on April 7, 2021 as informational item (Letter R), amended on November 22, 2021 (item #97), and May 17, 2022 (item #116), 100% Federal Funds.

Funds to support this request are available in FY24 and FY25 in the account titled ESSER III-APR 2021, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

06-56-56-562010-19130000 CARES ACT#3 Education Fund

Fiscal Year	Class / Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	072-509073	Grants Federal	\$90,000.00	-	\$90,000.00
2023	072-509073	Grants Federal	-	-	-
2024	072-509073	Grants Federal	-	-	-
2025	072-509073	Grants Federal	-	-	-
Total			\$90,000.00	-	\$90,000.00

06-56-56-562010-2503000 Instructional Support

Fiscal Year	Class / Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	\$5,000.00	-	\$5,000.00
2023	102-500731	Contracts for Program Services	\$5,000.00	-	\$5,000.00
2024	102-500731	Contracts for Program Services	-	-	-
2025	102-500731	Contracts for Program Services	-	-	-
Total			\$10,000.00	-	\$10,000.00

06-56-56-562010-24370000 ESSER III – ARP 2021

Fiscal Year	Class / Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	\$85,000.00	-	\$85,000.00
2023	102-500731	Contracts for Program Services	\$70,000.00	-	\$70,000.00
2024	102-500731	Contracts for Program Services	-	\$75,000.00	\$75,000.00
2025	102-500731	Contracts for Program Services	-	\$25,000.00	\$25,000.00
Total			\$155,000.00	\$100,000.00	\$255,000.00

EXPLANATION

This request is **sole source** because the original contract was sole source. In collaboration with the Office of the Commissioner of Education, the Division of Learner Support, the Division of Educator and Analytic Resources and the Division of Educator Support and Higher Education plan to develop professionally designed handouts, posters, mail pieces, and flyers as well as develop and execute communication plans to disseminate critical messaging and raise public awareness and education related to information and issues relative to COVID 19 and the programs under ARP/ESSER.

Anticipated projects include, but are not limited to: teacher training programs, learning loss intervention programs for students and families, work-based learning program and outreach to all students, including ESL students and families to connect them with support resources.

Since the founding of Cookson Strategies Corporation in 2010, they have done a significant amount of work across New Hampshire on projects that provide visibility around causes or actions designed to improve quality of life, education and economic development. Some of their current and past clients include the University System of New Hampshire, the Community College System of New Hampshire, Regional Services and Education Center, Alvirne High School, and the NH High Tech Council. Education, workforce development, and state-driven projects have been a focal point for this organization.

Respectfully submitted,



Frank Edelblut
 Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter “the Agency,” and Cookson Strategies Corporation, Manchester, NH, hereinafter “the Contractor”, and pursuant to an agreement between the parties that was approved by the Governor on November 10, 2020, amended on March 8, 2021, and submitted to G&C on April 7, 2021 as informational (item letter R), amended on November 22, 2021 (item # 97), and amended on May 17, 2022 (item # 116) hereby agree to modify same as follows:

1. Amend Section 1.6 of form P-37 by removing December 31, 2023 and replacing with September 30, 2024
2. Amend Section 1.7 of form P-37 by increasing the price limitation by \$100,000 from \$255,000 to \$355,000
3. Amend Exhibit B-3 Scope of Work by removing December 31, 2023 and replacing with September 30, 2024
4. Amend Exhibit C-3 Method of Payment by increasing the price limitation by \$100,000 from \$255,000 to \$355,000 and removing the table and replacing it with:

06-56-56-562010-19130000 CARES ACT#3 Education Fund

Fiscal Year	Class / Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	072-509073	Grants Federal	\$90,000.00	-	\$90,000.00
2023	072-509073	Grants Federal	-	-	-
2024	072-509073	Grants Federal	-	-	-
2025	072-509073	Grants Federal	-	-	-
Total			\$90,000.00	-	\$90,000.00

06-56-56-562010-2503000 Instructional Support

Fiscal Year	Class / Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	\$5,000.00	-	\$5,000.00
2023	102-500731	Contracts for Program Services	\$5,000.00	-	\$5,000.00
2024	102-500731	Contracts for Program Services	-	-	-
2025	102-500731	Contracts for Program Services	-	-	-
Total			\$10,000.00	-	\$10,000.00

06-56-56-562010-24370000 ESSER III – ARP 2021

Fiscal Year	Class / Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Services	\$85,000.00	-	\$85,000.00
2023	102-500731	Contracts for Program Services	\$70,000.00	-	\$70,000.00
2024	102-500731	Contracts for Program Services	-	\$75,000.00	\$75,000.00
2025	102-500731	Contracts for Program Services	-	\$25,000.00	\$25,000.00
Total			\$155,000.00	\$100,000.00	\$255,000.00

6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2024.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

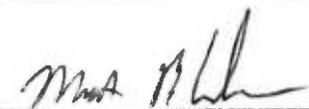
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By:  9/6/2023
Frank Edelblut, Commissioner of Education Date

Cookson Strategies Corporation

By:  8/20/23
Matt Cookson, President & CEO Date

Approved as to form, substance and execution by the Attorney General this 6 day of September, 2023.


Elizabeth Brown, Attorney General's Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

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 STRATEGIES CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 23, 2010. 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: 632563

Certificate Number: 0006293969



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Attestation

I, Debra LaPress, hereby certify that I am a duly appointed representative of Cookson Strategies Corporation. I hereby certify that Matt Cookson, President and CEO, is duly authorized to execute contracts on behalf of Cookson Strategies Corporation and may bind the organization thereby.

I hereby certify that said authority 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. 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: 8/25/2023

Attest: 
Debra LaPress, Finance Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2023

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

COVERAGES **CERTIFICATE NUMBER:** Nov 2022-2023 Liability **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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			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 - COMP/OP AGG \$ 2,000,000 Hired/borrowed \$ 1,000,000
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			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 \$			11/26/2022	11/26/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			11/26/2022	11/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

CERTIFICATE HOLDER Department of Education 101 Pleasant St. 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 <i>Heather Cuthbertson</i>
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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

mcc
116

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3495
FAX (603) 271-1953

May 17, 2022

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** amendment to an existing contract with Cookson Strategies Corporation, Manchester, NH (VC #218944), by increasing the amount by \$105,000 from \$150,000 to \$255,000 and extending the completion date from December 31, 2022 to December 31, 2023 to provide professionally designed handouts, posters, mail pieces, flyers and other materials to communicate critical messaging and raise awareness of information and issues relative to COVID-19 effective upon Governor and Council approval. This contract was originally approved by the Governor on November 10, 2020, amended on March 8, 2021, and submitted to Governor and Council on April 7, 2021 as informational item (Letter R) and amended on November 22, 2021 item # (97). 95% Federal Funds 5% General Funds.

Funds to support this request are available in FY22 in the accounts titled Cares Act#3 Education Fund for FY21, ESSER III-APR 2021, and Instructional Support, and in FY 23 in the accounts titled ESSER III-APR 2021, and Instructional Support with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	<u>FY22</u> Total	<u>FY22</u> Increase	<u>FY23</u> Increase	<u>Adjusted</u> Total
06-56-56-562010-19130000-072-500731 Grants Federal	\$90,000	\$0	\$0	\$90,000
06-56-56-562010-24370000-072-500731 Grants Federal	\$55,000	\$0	\$0	\$55,000
06-56-56-562010-25030000-102-500731 Contract for Program Services	\$5,000	\$0	\$0	\$5,000
06-56-56-562010-24370000-102-500731 Contracts for Program Services	\$0	\$30,000	\$70,000	\$100,000
06-56-56-562010-25030000-102-500731 Contracts for Program Services	\$0	\$0	\$5,000	\$5,000
Total	\$150,000	\$30,000	\$75,000	\$255,000

His Excellency, Governor Christopher T. Sununu
And the honorable council
Page 2 of 2

EXPLANATION

This contract amendment has become ~~sole source~~ because the Department of Education is extending the end date and increasing the contract amount.

In collaboration with the Office of the Commissioner of Education, the Division of Learner Support, the Division of Educator and Analytic Resources and the Division of Educator Support and Higher Education, the Bureau of Vocational Rehabilitation, and the Bureau of Career Development plan and develop professionally designed handouts, posters, mail pieces, and flyers as well as develop and execute communication plans to disseminate critical messaging and raise public awareness and education related to information and issues relative to COVID 19 and the programs under ARP/ESSER and Perkins.

Anticipated projects include, but are not limited to: teacher training programs, learning loss intervention programs for students and families, work-based learning program and outreach to all students, including ESL students and families to connect them with support resources.

Since the founding of Cookson Strategies Corporation in 2010, they have done a significant amount of work across New Hampshire on projects that provide visibility around causes or actions designed to improve quality of life, education and economic development. Some of their current and past clients include the University System of New Hampshire, the Community College System of New Hampshire, Regional Services and Education Center, Alvirne High School, and the NH High Tech Council. Education, workforce development, and state-driven projects have been a focal point for this organization. They have extensive experience in social media marketing, managing and completing social media audits, running campaigns and providing services to target and connect messages with the intended audiences.

In the event Federal Funds are no longer available, General Funds will not be requested to support this item.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Cookson Strategies Corporation, Manchester, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Governor on 11-10-2020, amended on 3-8-21, and submitted to G&C on 4-7-21 as info item (letter R) and amended on 11-22-21 item # (97) hereby agree to modify same as follows:

1. Amend Section 1.6 of form P-37 by removing December 31, 2022 and replacing with December 31, 2023
2. Amend Section 1.7 of form P-37 by increasing the price limitation by \$105,000 from \$150,000 to \$255,000
3. Remove Exhibit A-2 Special Provisions and replace with Exhibit A-3 Special Provisions
4. Remove Exhibit B-2 Scope of Work and Replace with Exhibit B-3 Scope of Work
5. Remove Exhibit C-2 Method of Payment and replace with Exhibit C-3 Method of Payment
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval and shall terminate on (December 31, 2023).

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: Frank Edelblut 5/19/2022
Frank Edelblut, Commissioner of Education Date

Cookson Strategies Corporation
By: Matt Cookson 5/18/22
Matt Cookson, President & CEO Date

Approved as to form, substance and execution by the Attorney General this 19 day of May, 2022.

Christopher Bond
Christopher Bond, Attorney General's Office

**EXHIBIT A-3
Special Provisions**

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

COVID Contract Amendment 3

Contractor Initials MC
Date 5/18/22

EXHIBIT B-3
Scope of Work

Cookson Strategies Corporation will provide the following services to the New Hampshire Department of Education effective upon Governor approval through December 31, 2023:

In collaboration with the Office of the Commissioner of Education, the Division of Learner Support, the Division of Educator and Analytic Resources and the Division of Educator Support and Higher Education and the Bureau of Vocational Rehabilitation, plan and develop professionally designed handouts, posters, mail pieces, and flyers as well as develop and execute communication plans to disseminate critical messaging and raise public awareness and education related to information and issues relative to COVID 19 and the programs under ARP/ESSER and other educational programming.

Anticipated projects include, but are not limited to: teacher training programs, learning loss intervention programs for students and families, work-based learning program, and outreach to ESL students and families to connect them with support resources.

Cookson Strategies Corporation, through other funding sources, has already developed communication pieces and helped with the dissemination for the topics of "5 Steps to expect if a student or staff member tests positive for COVID-19" (developed in 5 languages) and "Recommendations for Staying Connected with Remote Learners." Both of these informational pieces were widely distributed to both educators and families across the state. They have also worked closely with the Department throughout the pandemic on communication plans for NextStep Goodlife, Schoolhouse.world, ModerStates and the New Hampshire Career Academy, Rekindling Curiosity, Recovering Bright Futures and Yes! Every Student.

This contract anticipates further development and dissemination of these types of communications, some currently known and some that will be developed.

For each of these projects, Cookson Strategies will:

1. Meet with the NH DOE to discuss the project in detail, review goals, timeline, roles, and price point
2. Review the messaging, target audiences and other factors
3. Develop a process for receiving DOE approval before document is finalized
4. Produce reports as needed to inform DOE on project progress
5. Meet with NH DOE to report on results and make necessary adjustments
6. Implement plans to reach populations that are challenged with language and/or internet access barriers
7. The DOE will hold the right to reproduce these work products in an unlimited capacity

COVID Contract Amendment 3

Contractor Initials MC
Date 5/18/22

**EXHIBIT C-3
Method of Payment**

BUDGET

Budgets will be developed for each individual project subject to the scope of the work involved and detailed as outlined in Exhibit B-3.

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$255,000.

Funding Source: Funds to support this request are available in FY22 in the accounts titled Cares Act#3 Education Fund for FY21, ESSER III-APR 2021, and Instructional Support, and in FY 23 in the accounts titled ESSER III-APR 2021, and Instructional Support with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY22 Total	FY22 Increase	FY23 Increase	Adjusted Total
06-56-56-562010-19130000-072-500731 Grants Federal	\$90,000	\$0	\$0	\$90,000
06-56-56-562010-24370000-072-500731 Grants Federal	\$55,000	\$0	\$0	\$55,000
06-56-56-562010-25030000-102-500731 Contract for Program Services	\$5,000	\$0	\$0	\$5,000
06-56-56-562010-24370000-102-500731 Contracts for Program Services	\$0	\$30,000	\$70,000	\$100,000
06-56-56-562010-25030000-102-500731 Contracts for Program Services	\$0	\$0	\$5,000	\$5,000
Total	\$150,000	\$30,000	\$75,000	\$255,000

Method of Payment: Payment is to be made on the basis of invoices which indicate work completed and are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract.

Invoices and reports shall be submitted to:

Frank Edelblut, Commissioner
NH Department of Education
101 Pleasant Street
Concord, NH 03301

COVID Contract Amendment 3

Contractor Initials ME
Date 5/10/22

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix I, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials *MC*
Date *5/19/22*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above; the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-25-21

Contractor initials ML
Date 8/19/22

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials MR
Date 5/12/22

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Revised 6-25-21

Contractor Initials MS
Date 5/18/22

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 STRATEGIES CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 23, 2010. 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: 632563

Certificate Number: 0005779863



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 May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

1. Kristen Leslock do hereby certify that:
(Name of the Clerk of the Corporation, cannot be signatory)

(1) I am the duly elected clerk of Cookson Strategies Corporation
(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 May 18, 2022.
(date)

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

RESOLVED: That Matt 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 18 day of May, 2022
(day, month, yr) (must be same date as the contract date)

(4) Kristen Leslock is the duly elected Sr Director Comm + Client Engager 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 18 day of May, 2022.

Kristen Leslock
(Signature of Clerk of Corporation)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

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 FIAU/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Abby Kolkines PHONE (AC, FA, EXT): (603) 869-3218 FAX (AC, EXT): (603) 845-4331 EMAIL ADDRESS: abby.kolkines@crossagency.com
INSURED Coolzon Strategies Corporation 30 Lowell Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Co. of America NAIC # 18048 INSURER B: Travelers Prop. Cas. Co. of America 25874 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21-22 A8 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.

LINE LTR	TYPE OF INSURANCE	INSURER (ISSD, 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:			11/26/2021	11/26/2022	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 checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			11/26/2021	11/26/2022	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			11/26/2021	11/26/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to file) If yes, describe limit DESCRIPTION OF OPERATIONS below	V / N N	N/A	11/26/2021	11/26/2022	<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)

CERTIFICATE HOLDER

Dept of Education
101 Pleasant St.
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
Abby Kolkines

EV

97 mlc



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3486
FAX (603) 271-1953

October 29, 2021

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

REQUESTED ACTION

Authorize the Department of Education to amend the existing contract with Cookson Strategies Corporation, Manchester, NH (VC #218944), by increasing the not to exceed amount by \$60,000 from \$90,000 to \$150,000 and extending the completion date from December 31, 2021 to December 31, 2022 to provide professionally designed handouts, posters, mail pieces, and flyers to communicate critical messaging and raise awareness of information and issues relative to COVID-19, effective upon Governor and Council approval through December 31, 2022. This contract was originally approved by the Governor on November 10, 2020, amended on March 8, 2021, and submitted to Governor and Council on April 7, 2021 as informational item (Letter R). 99.97% Federal Funds .03% State Funds.

Funds to support this request are available in FY22 in the accounts titled Cares Act#3 Education Fund, ESSER III-ARP, and Instructional Support, as follows:

	<u>FY21</u>	<u>FY22</u>	<u>FY22</u> <u>Increase</u>	<u>Total</u>
06-56-56-562010-19130000-072-500731 Grants Federal	\$60,000	\$30,000	\$0	\$90,000
06-56-56-562010-24370000-072-500731 Grants Federal	\$0	\$0	\$55,000	\$55,000
06-56-56-562010-25030000-102-500731 Contracts for Program Services	\$0	\$0	\$5,000	\$5,000

EXPLANATION

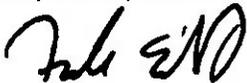
In collaboration with the Office of the Commissioner of Education, the Division of Learner Support, the Division of Educator and Analytic Resources and the Division of Educator Support and Higher Education and the Bureau of Vocational Rehabilitation, plan and develop professionally designed handouts, posters, mail pieces, and flyers as well as develop and execute communication plans to disseminate critical messaging and raise public awareness and education related to information and issues relative to COVID 19 and the programs under ARP/ESSER and other educational programming.

Anticipated projects include, but are not limited to: teacher training programs, learning loss intervention programs for students and families, work-based learning program, and outreach to ESL students and families to connect them with support resources.

Since the founding of Cookson Strategies Corporation in 2010, they have done a significant amount of work across New Hampshire on projects that provide visibility around causes or actions designed to improve quality of life, education and economic development. Some of their current and past clients include the University System of New Hampshire, the Community College System of New Hampshire, Regional Services and Education Center, Alvirne High School, and the NH High Tech Council. Education, workforce development, and state-driven projects have been a focal point for this organization. They have extensive experience in social media marketing, managing and completing social media audits, running campaigns and providing services to target and connect messages with the intended audiences.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Cookson Strategies Corporation, Manchester, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Governor on 11-10-2020, amended on 3-8-21, and submitted to G&C on 4-7-21 as info item (letter R) hereby agree to modify same as follows:

1. Amend Section 1.6 of form P-37 by removing December 31, 2021 and replacing with December 31, 2022
2. Amend Section 1.7 of form P-37 by increasing the price limitation by \$60,000 from \$90,000 to \$150,000
3. Remove Exhibit A-1 Special Provisions and replace with Exhibit A-2 Special Provisions
4. Remove Exhibit B-1 Scope of Work and Replace with Exhibit B-2 Scope of Work
5. Remove Exhibit C-1 Method of Payment and replace with Exhibit C-2 Method of Payment
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval and shall terminate on (December 31, 2022).

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: Frank Edelblut 11-2-21
Frank Edelblut, Commissioner of Education Date

Cookson Strategies Corporation
By: Matt Cookson 10/26/21
Matt Cookson, President & CEO Date

STATE OF N/A COVID 19

On this the _____ day of _____, 20____ before me, N/A COVID 19 the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

N/A COVID 19
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 4th day of NOV, 2021

Christopher Bond
Christopher Bond, Attorney General's Office

**EXHIBIT A-2
Special Provisions**

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

EXHIBIT B-2
Scope of Work

Cookson Strategies Corporation will provide the following services to the New Hampshire Department of Education effective upon Governor approval through December 31, 2022:

In collaboration with the Office of the Commissioner of Education, the Division of Learner Support, the Division of Educator and Analytic Resources and the Division of Educator Support and Higher Education and the Bureau of Vocational Rehabilitation, plan and develop professionally designed handouts, posters, mail pieces, and flyers as well as develop and execute communication plans to disseminate critical messaging and raise public awareness and education related to information and issues relative to COVID 19 and the programs under ARP/ESSER and other educational programming.

Anticipated projects include, but are not limited to: teacher training programs, learning loss intervention programs for students and families, work-based learning program, and outreach to ESL students and families to connect them with support resources.

Cookson Strategies Corporation, through other funding sources, has already developed communication pieces and helped with the dissemination for the topics of "5 Steps to expect if a student or staff member tests positive for COVID-19" (developed in 5 languages) and "Recommendations for Staying Connected with Remote Learners." Both of these informational pieces were widely distributed to both educators and families across the state. They have also worked closely with the Department throughout the pandemic on communication plans for NextStep Goodlife, Schoolhouse.world, ModerStates and the New Hampshire Career Academy, Rekindling Curiosity, Recovering Bright Futures and Yes! Every Student.

This contract anticipates further development and dissemination of these types of communications, some currently known and some that will be developed.

For each of these projects, Cookson Strategies will:

1. Meet with the NH DOE to discuss the project in detail, review goals, timeline, roles, and price point
2. Review the messaging, target audiences and other factors
3. Develop a process for receiving DOE approval before document is finalized
4. Produce reports as needed to inform DOE on project progress
5. Meet with NH DOE to report on results and make necessary adjustments
6. Implement plans to reach populations that are challenged with language and/or internet access barriers
7. The DOE will hold the right to reproduce these work products in an unlimited capacity

**EXHIBIT C-2
Method of Payment**

BUDGET

Budgets will be developed for each individual project subject to the scope of the work involved and detailed as outlined in Exhibit B-2.

Limitation on Price: In no case shall the total budget exceed the price limitation of \$150,000.

Funding Source: Funds to support this request are available in FY22 in the accounts titled Cares Act #3 Education Fund, ESSER III-ARP, and Instructional Support, as follows:

	<u>FY21</u>	<u>FY22</u>	<u>FY22 Increase</u>	<u>Total</u>
06-56-56-562010-19130000-072-500731 Grants Federal	\$60,000	\$30,000	\$0	\$90,000
06-56-56-562010-24370000-072-500731 Grants Federal	\$0	\$0	\$55,000	\$55,000
06-56-56-562010-25030000-102-500731 Contracts for Program Services	\$0	\$0	\$5,000	\$5,000

Method of Payment: Payment is to be made on the basis of invoices which indicate work completed and are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract.

Invoices and reports shall be submitted to:

Frank Edelblut, Commissioner
NH Department of Education,
101 Pleasant Street
Concord, NH 03301

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials *ML*
Date *1/26/21*

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials MC
Date 10/25/21

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Revised 6-25-21

Contractor Initials ML
Date 10/22/21

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 COOKSON STRATEGIES CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 23, 2010. 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: 632563

Certificate Number: 0005459556



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of October A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal)

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

(1) I am the duly elected clerk of Cookson Strategies Corporation.
(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 10/26/21.
(date)

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

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 26th day of Oct, 2021.
(day, month, y) (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 26th day of Oct, 2021.

Marion Caisse
(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)
10/25/2021

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Abby Koldinos PHONE (A/C, RA, EXT): (603) 889-3218 FAX (A/C, EXT): (603) 845-4331 EMAIL ADDRESS: abby.koldinos@crossagency.com
INSURED Cookson Strategies Corporation 38 Lowell Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Co. of America INSURER B: Travelers Prop. Cas. Co. of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 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.

LINE	TYPE OF INSURANCE	ADDITIONAL (A/C, RA, EXT)	WOOD	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. ACCT <input type="checkbox"/> LOC OTHER:			[REDACTED]	11/26/2021	11/26/2022	EACH OCCURRENCE \$ 1,000,000 DEDUCTIBLE TO RETIRED PREVIOUS (PER OCCURRENCE) \$ 300,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM PROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" 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			[REDACTED]	11/26/2021	11/26/2022	COMBINED SINGLE LIMIT (PER OCCURRENCE) \$ 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 \$			[REDACTED]	11/26/2021	11/26/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indemnity in ID) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[REDACTED]	11/26/2021	11/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER S.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)

CERTIFICATE HOLDER Dept of Education 101 Pleasant St. 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 <i>Abby Koldinos</i>
---	--

W

R B



MAR25'21 PM 3:06 RCVD

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3485
FAX (603) 271-1853

March 22, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and suspend the Manual of Procedures 150. V., B., I., requirement, Governor Sununu authorized the Department of Education to amend the existing sole source contract with Cookson Strategies Corporation, Manchester, NH (Vendor Code #218944), by increasing the not to exceed amount by \$60,000 from \$30,000 to \$90,000 and extending the completion date from September 30, 2021 to December 31, 2021 to provide professionally designed handouts, posters, mail pieces, and flyers to communicate critical messaging and raise awareness to information and issues relative to COVID-19. This contract was originally approved by the Governor on November 10, 2020. 100% Federal Funds.

Funds to support this request are available in the account titled Cares Act#3 Education Fund for FY21, and are anticipated to be available in FY22, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified.

	<u>Current</u> <u>FY21</u>	<u>FY21</u> <u>Increase</u>	<u>FY22</u>	<u>Total</u>
06-56-56-562010-19130000-072-500731 Grants Federal	\$30,000	\$30,000	\$30,000	\$90,000

EXPLANATION

This request is sole source because when new information about the virus arises, the Department needs to act swiftly to get the word out. Cookson has supported the work of the Department thus far during the pandemic, and with the significant increase in programming as a result of additional Federal Funds, this work will continue.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2 of 2

Since the founding of Cookson Strategies Corporation in 2010, they have done a significant amount of work across New Hampshire on projects that provide visibility around causes or actions designed to improve quality of life, education and economic development. Some of their current and past clients include the University System of New Hampshire, the Community College System of New Hampshire, Regional Services and Education Center, Alvirne High School, and the NH High Tech Council. Education, workforce development, and state-driven projects have been a focal point for this organization. They have extensive experience in social media marketing, managing and completing social media audits, running campaigns and providing services to target and connect messages with the intended audiences.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

20



Frank Edeghat
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-8688
FAX (603) 271-1983

March 3, 2021

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

REQUESTED ACTION

Authorize the Department of Education to amend the existing sole source contract with Cootson Strategies Corporation, Manchester, NH (Vendor Code #218944), by increasing the total to exceed amount by \$60,000 from \$30,000 to \$90,000 and extending the completion date from September 30, 2021 to December 31, 2021 to provide professionally designed handouts, posters, mail pieces, and flyers to communicate critical messaging and raise awareness to information and issues relative to COVID-19, effective upon Governor approval. This contract was originally approved by the Governor on November 10, 2020. 100% Federal Funds.

Funds to support this request are available in the account titled CARES Act#3-Education Fund for FY21 and FY22 with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval if needed and justified.

	<u>FY21</u>	<u>FY21</u>	<u>FY22</u>	<u>Total</u>
	<u>Current</u>	<u>Inc'd/Rev'd</u>		
06-56-562010-19130000-072-500731	\$30,000	\$30,000	\$30,000	\$90,000
Grants Federal				

EXPLANATION

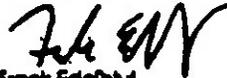
This request is sole source because when new information about the virus arises, the Department needs to act swiftly to get the word out. Cootson has worked with the Department in the past, and they are ready, willing, and able to expedite these types of projects.

Since the founding of Cootson Strategies Corporation in 2010, they have done a significant amount of work across New Hampshire on projects that provide visibility around causes or actions designed to improve quality of life, education and economic development. Some of their current and past clients include the University System of New Hampshire, the Community College System of New Hampshire, Regional Services and Education Center, Alvirne High School, and the NH High Tech Council. Education, workforce development, and state-driven projects have been a focal point for this organization. They have extensive experience in social media marketing, managing and completing social media audits, running campaigns and providing services to target and connect messages with the intended audiences.

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

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,


Frank Edelblut
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Order 2020-06 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, and 2021-02, and suspend the Manual of Procedures 150, V., 8., 1., requirement.

3.8.21
Date


Governor Christopher T. Sununu

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency", and Cookson Strategic Corporation, Manchester, NH, hereinafter "the Contractor", and, pursuant to the agreement between the parties that was approved by the Governor on 11-10-2020 hereby agree to modify said agreement:

1. Amend Section 1.6 of form P-37 by removing September 30, 2021 and replacing with December 31, 2021
2. Amend Section 1.7 of form P-37 by increasing the price limitation by \$80,000 from \$30,000 to \$110,000
3. Remove Exhibit A Special Provisions and replace with Exhibit A-1 Special Provisions
4. Remove Exhibit B Scope of Work and Replace with Exhibit B-1 Scope of Work
5. Remove Exhibit C Method of Payment and replace with Exhibit C-1 Method of Payment
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor approval and shall terminate on (December 31, 2021).

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature]
Frank Cardona, Commissioner of Education Date
Cookson Strategic Corporation
By: [Signature] 3/12/21
Matt Cookson, President & CEO Date

STATE OF _____

On this _____ day of _____, 20____, before me, _____, the undersigned official, hereinafter appointed, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I have set my hand and official seal.

NOT A COVID 19
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 4th day of March, 2021

[Signature]
Christine Bond, Attorney General's Office

**EXHIBIT A-1
Special Provisions**

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

COVID Contract Amendment between Coolban Strategies Corporation and the New Hampshire Department of Education

Page 1 of 3

Contractor Initials RLC
Date 3/2/21

EXHIBIT B-1
Scope of Work

Cookson Strategies Corporation will provide the following services to the New Hampshire Department of Education effective upon Governor approval through December 31, 2021:

In collaboration with the Office of the Commissioner of Education, plan and develop and/or coordinate, research, design, and implement a pilot of a digital content management system to determine if a content management and reuse public ownership and education related to information and issues relative to COVID-19.

Articulated projects include, but are not limited to: teacher training programs, learning loss prevention programs for students and families, and outreach to ELL students and families to connect them with support resources.

Cookson Strategies Corporation, through other funding sources, has already developed communication pieces and helped with the dissemination for the topics of "5 Steps to expect a student or staff member test positive for COVID-19" (developed in 3 languages) and "Recommendations for Staying Connected with Remote Learning," both of these informational pieces were widely distributed to both educators and families across the state. They have also worked closely with the Department throughout the pandemic on communication plans for Next Step Goodie, Schooroute.world, Moderator and the New Hampshire Career Academy programs.

The contract anticipates further development and dissemination of these types of communications, some currently in development and some that will be developed.

Known pieces include:

- Expectations for a remote or hybrid learning model
- Helping your student get the most out of remote or hybrid learning opportunities
- Modern Literacy for CLEF/college tuition program
- What options do I have as a parent? How will I am unhappy with my school response to concerns I have.

For each of these projects, Cookson Strategies will:

1. Analyze with the NH DOE to discuss the project in detail, review goals, timelines, roles, and strategy.
2. Review the messaging, target audiences and other factors.
3. Develop a process for receiving DOE approval before document is finalized.
4. Produce a report as needed to inform DOE on project progress.
5. Meet with NH DOE to report on results and make necessary adjustments.
6. Implement plans to reach population that are challenged with language and/or internet access barriers.
7. The DOE will hold the right to reproduce these work products in an unlimited capacity.

COVID Contract Amendment between Cookson Strategies Corporation and the New Hampshire Department of Education

Contract for Work
Date: 5/21/21

EXHIBIT C-1
Method of Payment

BUDGET

Budgets will be developed for each individual project subject to the scope of the work involved and detailed as outlined in Item 1 of Exhibit B.

Limitation on Price: In no case shall the total budget exceed the price limitation of \$90,000.

Source of Funds: Funds to support the requested are available in the account titled **Code AC183** Education Fund for FY21, and are anticipated to be available in FY22. Upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval if needed and justified.

	FY21	FY22	Total
06-54-56-2010-19130000-072-509073	Current	Includes	
Grants Federal	\$30,000	\$30,000	\$90,000

Method of Payment: Payment shall be made on the basis of invoices which must be completed and supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed financial statement included. If otherwise correct and acceptable, payment shall be made for 100% of the expenditure. A final invoice shall be made within 30 days of the end of the contract.

Invoices and reports shall be submitted to:

Frank Edelblut, Commissioner
NH Department of Education
101 Pheasant Street
Concord, NH 03301

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must contain administrative, contractual, or legal remedies in instances where the contractor defaults or breaches contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix I, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to its certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for treatment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that if the project which is the subject of this Contract is financed in whole or in part by Federal funds, that if the Contractor, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of materials used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 U.S.C. § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 304 of the Clean Air Act (42 U.S.C. 185701), Section 308 of the Clean Water Act (33 U.S.C. 1348), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the RWAA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a State that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) (40 CFR 247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000, must procure solid waste management services in a manner that maximizes energy and resource recovery, and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor's Signature: *[Handwritten Signature]*
Date: *2/1/51*

Section 8

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person identified therein with the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor name: 705
DOE/ST/101

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 51 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/DOCA/DOCA.html>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractor and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials
Date 12/21/21

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contract or agreement for the performance of experimental, developmental, or research work that provides to the benefit of the Federal Government and the recipient of any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that occurs during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the Contracting office (within 2 months) after the inventor's activities. It is the responsibility of the Contractor, not the DOE, to determine the ownership agency that determines how rights in the invention/discovery shall be allocated consistent with Government Patent Policy and Title 37, C.F.R. § 401.

Confidentiality

All written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on the agreement or how it was provided.

The Contractor and its representatives hereby acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential Information means all data and information related to the business and operation of the DOE, including, but not limited to all school and student data contained in 34 CFR Title IV, Education, Chapter 184-200.

Confidential Information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "Confidential" or "proprietary", or with the like designation. During the term of the contract, the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will exercise regard and preserve as confidential information/data received during the performance of the contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. All the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, software, resource descriptions, bibliographies, guidelines, papers, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor initials
Date 1/16/01

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Ombler, Secretary of State of the State of New Hampshire, do hereby certify that COOLSON STRATEGIES CORPORATION is a New Hampshire Profit Corporation registered to conduct business in New Hampshire on June 23, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and it is in good standing as far as this office is concerned.

Desktop ID: 63190

Certificate Number: 000572011



IN TESTIMONY WHEREOF,

I have set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of October A.D. 2010.

A handwritten signature in cursive script, appearing to read "William M. Ombler".

William M. Ombler
Secretary of State

CERTIFICATE OF VOIR

I, Johnnie Foster, do hereby certify that:

(1) I am the duly elected clerk of Eastern Shakers Association

(2) The foregoing is the report of the Association duly adopted at a meeting of the Board of Directors of the Association held on 12/12/21

RESOLVED: That the Association enter into a contract with the State of New Hampshire, acting through the Department of Education.

RESOLVED: That Johnnie Foster be and he do accept 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 herein may deem necessary, desirable or appropriate.

(3) The foregoing resolutions have been read and approved as recited, and remain in full force and effect as of the date hereof.

(4) Johnnie Foster is the duly elected Secretary of the corporation.

WITNESSES WHEREOF, I have hereunto set my hand and the Duties Representative of the Corporation, this 12th day of December, 2021.

Johnnie Foster
Secretary

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.

My commission expires on _____
N/A DVID19
Notary Public/Judice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE 08/08/2021
FORM 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: Each certificate holder is an ADDITIONAL INSURED. The policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS INVOLVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of the insured does not constitute a contract between the insured and the certificate holder in case of such subrogation.

PRODUCER FNA/Cross Insurance 1100 Elm Street Manchester NH 03101	AGENT Apex Riskgroup 1000 Elm Street Manchester NH 03101 Phone: (603) 888-3271 Fax: (603) 843-2371
INSURED Cushman Strategic Corporation 20 Laurel Street Manchester NH 03101	INSURER(S) State Street Mutual Insurance Co. of America 1000 Elm Street Manchester NH 03101 State Street Mutual Insurance Co. of America 1000 Elm Street Manchester NH 03101

COVERAGES: CERTIFICATE NUMBER: 20-21-28-0000 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 EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	DESCRIPTION	INSURED	INSURER	INSURANCE PERIOD	REVISION NUMBER	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		[REDACTED]		11/23/2020	11/23/2021	Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 Med Pay: \$5,000 Products & Auto Parts: \$1,000,000 Contractual Obligations: \$2,000,000 Products - Completed Ops: \$2,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO AUTO <input checked="" type="checkbox"/> AUTO ONLY <input type="checkbox"/> BI & AD & BI ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> UNSCHEDULED AUTO ONLY	[REDACTED]		11/23/2020	11/23/2021	Non-Owned Auto: \$1,000,000 Owned Auto: \$1,000,000 Products: \$1,000,000
<input checked="" type="checkbox"/> FIDELITY AND SURETY <input checked="" type="checkbox"/> FIDELITY <input type="checkbox"/> SURETY		[REDACTED]		11/23/2020	11/23/2021	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000
<input checked="" type="checkbox"/> FIDELITY AND SURETY <input type="checkbox"/> FIDELITY <input type="checkbox"/> SURETY		[REDACTED]		11/23/2020	11/23/2021	Each Occurrence: \$500,000 Aggregate: \$500,000 Each Occurrence: \$500,000 Aggregate: \$500,000

DESCRIPTION OF OPERATIONS PLACING VEHICLES (ACORD 40, Additional Vehicle Details, may be required) and special provisions. Refer to policy for exclusions, endorsements and special provisions.

CERTIFICATE HOLDER DOE 101 Pleasant Street Manchester NH 03101	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 <i>[Signature]</i>
---	--

Print Name

Handwritten initials



STATE OF NEW HAMPSHIRE
COMMISSIONER OF EDUCATION
100 RAYMOND ST.
CONCORD, NH 03301
TEL: (603) 271-4300
FAX: (603) 271-1800

November 4, 2020

Ms. Excelsior, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

EXPLANATION

Author the Department of Education to enter into a sole source contract with Coolson Strategies Corporation, Manchester, NH (Vendor Code #216944), in the amount of \$30,000 to provide professionally designed handouts, posters, wall placards and signs to combat the critical messaging and raise awareness to information and issues relative to COVID-19, effective upon Governor approval through September 30, 2021. 100% Federal Funds.

Funds to support this request are available in the account titled Coronavirus Act 193 Education Fund for FY21 as follows:

04-54-54-642010-19130000-102-500731 Contract for Program Services
\$30,000

EXPLANATION

This request to sole source a sole source contract with Coolson Strategies Corporation is for the purchase of handouts, posters, wall placards and signs to combat the critical messaging and raise awareness to information and issues relative to COVID-19, effective upon Governor approval through September 30, 2021. 100% Federal Funds.

Needs to act swiftly to get the word out. Coolson has worked with the Department in the past and they are ready, willing, and able to expedite these types of projects.

Since the founding of Coolson Strategies Corporation in 2010, they have done a significant amount of work across New Hampshire on projects that provide visibility around causes or actions designed to improve quality of life, education and economic development. Some of their clients and past clients include the University System of New Hampshire, the Community College System of New Hampshire, Regional Services and Education Center, Alvirne High School and the NH High Tech

100 RAYMOND ST.
CONCORD, NH 03301
EQUAL OPPORTUNITY EMPLOYER, EQUAL EDUCATIONAL OPPORTUNITIES

Printing Name

Rt Hon. Excellency, Governor Christopher T. Sununu.

Page 2 of 2

Council, Education, workforce development, and state-driven projects have been a focal point for this organization. They have extensive experience in social media marketing, managing and completing social media audits, running campaigns and providing services to target and connect messages with the intended audiences.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edgell
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, and suspend the Manual of Procedures 150, V. B. 1, requirement.

11-10-2020
Date


Governor Christopher T. Sununu

FORM NUMBER P-37 (version 12/1/2019)

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

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree to follow:

GENERAL PROVISIONS

IDENTIFICATION:

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Oakton Strategic Corporation		1.4 Contractor Address 28 Laurel Street, Manchester, NH 03101	
1.5 Contractor Piece Number 620-383-6190	1.6 Account Number See Exhibit C	1.7 Completion Date 9-30-2021	1.8 Price Unit/Amount \$30,000
1.9 Contracting Office for State Agency Frank EdDoh, Commissioner of Education		1.10 State Agency Telephone Number (603) 271-3144	
1.11 Contractor Signature <i>[Signature]</i> Date: 11/06/20		1.12 Name and Title of Contractor Signatory Matt Cochran, President & CEO	
1.13 State Agency Signature <i>[Signature]</i> Date: 11-6-20		1.14 Name and Title of State Agency Signatory Frank EdDoh, Commissioner of Education	
1.15 Approval by the NH Department of Administration, Division of Procurement (if applicable) By: <i>[Signature]</i> Director, O&P			
1.16 Approval by the Agency Council (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 11/9/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&EC Item number: G&EC 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 1.2 ("Contractor") to perform the obligations that include the maintenance of goods or such identified and more particularly specified in the attached **REQUEST** which is incorporated herein by reference in its entirety.

3. EFFECTIVE DATE/COMPLETION OF SERVICES. The performance of the services of this Agreement is the contract, and subject to the approval of the Contract and Selection 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 Contract and Selection Council approves this Agreement as indicated in block 1.1. The Contractor shall commence the services prior to the effective date of the Agreement and shall complete the services on the date specified in block 1.1. The Contractor shall be held to the terms of this Agreement from the date of the State's approval of this Agreement, including without limitation, any obligations to pay the Contractor for any costs incurred in services performed hereunder that are not specified in the **REQUEST** or otherwise specified in block 1.1.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the maintenance of personnel records, are conditional upon the availability and continued availability of funds allocated by any state or federal department or executive action that reduces, eliminates or otherwise restricts the appropriation of availability of funding for this Agreement and the scope of services provided in **REQUEST A**, in whole or in part. In no event shall the State be held by the Contractor hereunder to exceed such available appropriations funds. In the event of a reduction or termination of appropriations funds, the State shall give the Contractor advance notice with such funds become available, if any, 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 specified in **REQUEST A** which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete responsibility of the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete

responsibility of 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 effect any savings, alterations, payments of the Contractor under the Agreement shall be limited to those specified or permitted by N.H.S. RSA 207 through RSA 209-a or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, all noncompleting obligations of the Contractor to the State shall be the responsibility of the Contractor and shall be the responsibility of the State as indicated in block 1.1.

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

6.1 In compliance with the requirements of the contract, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and executive orders, including but not limited to, equal employment opportunity laws, in addition to the requirements specified in the contract by statute of the United States, the Contractor shall comply with all federal executive orders, regulations, and executive actions, and any other laws, regulations, and executive orders of the United States that are in effect on the date of the contract. The Contractor shall also comply with all applicable local laws, regulations, and executive orders.

6.2 During the term of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, or marital status, and shall not take any action to prevent such discrimination.

6.3 The Contractor agrees to provide the State with such access to any of the Contractor's books, records, and accounts, and the records of contracting compliance with all such regulations, laws, orders, and the contract, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide personnel necessary to perform the services. The Contractor warrants that all personnel assigned to the services shall be qualified to perform the services, and shall be properly trained and otherwise qualified as set forth in applicable laws.

7.2 Unless otherwise indicated in writing, during the term of this Agreement, and for a period of six (6) months after the completion date in block 1.1, the Contractor shall not, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a contractual relationship to perform the services to hire, any person who is a full-time employee or official, who is directly involved in the administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer, as defined in block 1.1, for the 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: *ML*
Date: *11/15/11*

and be deemed to have been made at the time of the contract...

11.1.1.1. The Contractor shall be responsible for the procurement...

11.1.1.2. The Contractor shall be responsible for the procurement...

11.1.1.3. The Contractor shall be responsible for the procurement...

11.1.1.4. The Contractor shall be responsible for the procurement...

11.1.1.5. The Contractor shall be responsible for the procurement...

11.1.1.6. The Contractor shall be responsible for the procurement...

11.1.1.7. The Contractor shall be responsible for the procurement...

11.1.1.8. The Contractor shall be responsible for the procurement...

11.1.1.9. The Contractor shall be responsible for the procurement...

11.1.1.10. The Contractor shall be responsible for the procurement...

11.1.1.11. The Contractor shall be responsible for the procurement...

11.1.1.12. The Contractor shall be responsible for the procurement...

11.1.1.13. The Contractor shall be responsible for the procurement...

11.1.1.14. The Contractor shall be responsible for the procurement...

11.1.1.15. The Contractor shall be responsible for the procurement...

11.1.1.16. The Contractor shall be responsible for the procurement...

11.1.1.17. The Contractor shall be responsible for the procurement...

11.1.1.18. The Contractor shall be responsible for the procurement...

11.1.1.19. The Contractor shall be responsible for the procurement...

Contractor, or subcontractor, including his and those of the employees, agents or independent contractor. The Contractor shall not be liable for any costs incurred by the Contractor arising under this paragraph 13.1, 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 contract is executed in the City of New Hampshire on the 17th day of May, 1968.

14. INSURANCE

14.1. The Contractor shall carry such liability, death and disability, health, fire, theft and other applicable, any subcontractor or employee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance covering all things of built-in, heavy machinery, equipment, to include at least \$500,000 per occurrence and \$1,000,000 aggregate or higher and

14.1.2 Public liability of both contract and non-contract liability covering all things of built-in, heavy machinery, equipment, to include at least \$500,000 per occurrence and \$1,000,000 aggregate or higher.

14.1.3 The policies described in subparagraph 14.1.1 shall be in full force and effect at all times during the term of this Agreement.

14.2 The policies described in subparagraph 14.1.1 shall be in full force and effect at all times during the term of this Agreement. The Contractor shall maintain in force, the following insurance: 14.2.1 The Contractor shall maintain in force, the following insurance: 14.2.1.1 Commercial general liability insurance covering all things of built-in, heavy machinery, equipment, to include at least \$500,000 per occurrence and \$1,000,000 aggregate or higher and 14.2.1.2 Public liability of both contract and non-contract liability covering all things of built-in, heavy machinery, equipment, to include at least \$500,000 per occurrence and \$1,000,000 aggregate or higher.

15. WORKERS COMPENSATION

15.1. By signing this Agreement, the Contractor agrees to comply and comply the Contractor to be compliance with or comply with, the requirements of N.H.S.A. chapter 281-A ("Workers Compensation").

15.2. To the extent the Contractor is subject to the provisions of N.H.S.A. chapter 281-A, Contractor shall maintain and require any subcontractor or employee to secure and maintain payment of Workers' Compensation to construction work activities which the project involves in accordance with this Agreement. The Contractor shall furnish the Contractor Office identified in Item 1.1, or his or her successor, with a copy of this Agreement and any applicable federal, state or local laws, rules and regulations 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 costs or benefits for Contractor, or any subcontractor or employee of Contractor, under this Agreement. This is in accordance with the performance of the Services under this Agreement.

15. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered if it is in the form of writing by certified mail, postage prepaid, to a United States Post Office addressed to the party to the instructions given in Items 1.3 and 1.4. herein.

17. AMENDMENT: This Agreement may be amended, varied or changed only by an instrument in writing signed by the parties hereto and only after approval of such amendment, varied or change by the Governor and Executive Council of the State of New Hampshire unless as such approval is required under the circumstances pertain 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 in the event any and every to the benefit of the parties and their respective subcontractors and assigns. The meaning used in this Agreement of the words chosen by the parties to express their mutual intent shall be the meaning of construction that be applied unless or to the contrary of any party. Any action 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 by EDGENT A) and the amendments and specifications thereof, the terms of the P-37 (as modified by EDGENT 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 create any such benefit.

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

22. SPECIAL PROVISIONS: Additional or qualifying provisions set forth in the attached EDGENT A, shall control 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 amended by a member of counterpart, each of which shall be deemed an integral part of the entire agreement and understanding between the parties, and comprises all party agreements and understandings with respect to the subject matter hereof.

Contractor Initials: *MC*
Date: *11/11/68*

Canada Health Act
1984

Page 1 of 1

Contract between Ontario Health Services (OHS) and the New Hospital System of Ontario

Additional Page D-0

Page 1 of 1
Additional Page D-0

Contract between Coston Design Corporation (CDC) and the New Hampshire Department of Education

1. Meet with the NEH DOE to discuss the project in detail, review goals, timeline, roles, and price point
2. Review the messaging, target audience and other factors
3. Develop a process for receiving DOE approval before document is finalized
4. Produce reports as needed to inform DOE on project progress
5. Meet with NEH DOE to report on results and make necessary adjustments
6. Production/printing of final populations that are changed with language and/or visual design
7. The DOE will hold the right to reproduce these work products in an unlimited capacity

For each of these projects, Coston Design will:

- Provide a list of project goals and objectives
- Review your draft and the final copy of the project
- Review your draft and the final copy of the project
- Review your draft and the final copy of the project
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Known risks include:

• The ability to conduct ongoing monitoring and development of these types of communication tools (e.g., newsletters, brochures, etc.) may be limited by the availability of staff and resources.

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DDOBT-D

Contractor Obligations

Contract in excess of the simplified acquisition threshold (currently set at \$250,000) must include the administrative, contractual, or legal remedies in instances where the contractor violates or breaches contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.315 and 2 C.F.R. 200, Appendix L, required contract clauses.

The Contractor acknowledges that 31 U.S.C. Chap. 35 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor certifies and affirms the truthfulness and accuracy of each statement, or the certification and disclosure, if any, in addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 2 C.F.R. § 6.12.

False and False Statements

The Contractor understands that if the project which is the subject of this Contract is financed in whole or in part by Federal funds, that if the undersigned, the company, the Contractor, its agents, employees, or agents thereof, knowingly makes any false statement, representation, claim or claim with the contractor, quality, quantity, or cost of materials used or to be used, or quantity or quality, work performed or to be performed, or makes any false statement, representation, or material fact in any statement, certificate, or report the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable conditions, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857), (4) section 306 of the Clean Water Act (33 U.S.C. 1366), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violators shall be reported to the EPA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 4952), State agencies and agencies of a political subdivision of a State that are using appropriated Federal funds for procurement must procure (as demonstrated in guidelines of the Environmental Protection Agency (EPA) of 40 CFR 247.100) domestic the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure and waste management services in a manner that maximizes the use of recycled materials; and must establish an efficient procurement program for procurement of recovered materials identified in the EPA guidelines.

Contract by *[Signature]*
Date: *11/16/90*

CODE I

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 317 of Public Law 101-121, Governmentwide Certificate for New Contractors on Lobbying, and 31 U.S.C. 1332, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by doing and submitting this contract, to the best of its/her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or that be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the extending into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or that be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency; a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Disclosure of Lobbying Activities form in accordance with 41 CFR 101-11.6 (www.gpo.gov/dod/procurement/antilobby).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1332, Title 31 and 41 CFR 101-11.6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by doing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractors and lower tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor's Signature
Date

Table G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of educational, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that occurs during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting agency when it becomes aware of the invention. Discovery, in writing by contractor, is deemed responsible for patent search. The contracting agency shall determine how rights in the invention discovery shall be allocated consistent with Government Patent Policy and 37 C.F.R. 401.

Confidentiality

All written and oral information and materials disclosed or provided by the DOE under this agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this agreement or how it was provided.

The Contractor and its personnel shall not, directly or indirectly, disclose to any third party information about methods and data related to this agreement, which are confidential to the DOE and its partners, that remain the exclusive property of the DOE.

Confidential Information means all data and information related to the business and operations of the DOE, including but not limited to all school and student data contained in 34 CFR 101-200.

Confidential Information includes but is not limited to, student and school district data, available and oral information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information including the identity of DOE partners, contractors and supplier information, including the identity of DOE Contractors and suppliers, and any information that has been marked "Confidential" or "proprietary" or with the DOE designation. During the term of the contract the Contractor agrees to obtain by such means as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always report and preserve all confidential information/data received during the performance of the contract. The Contractor will not copy, make notes, or use or permit of any Confidential Information, nor will it give, disclose, provide access to or otherwise make available any Confidential Information to any person not authorized or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source code and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any kind of materials, papers and intellectual property products including but not limited to, brochures, resource directories, protocols, proposals, papers, or reports. The Contractor shall not reproduce any materials for purposes other than those for the terms under the contract without prior written approval from the DOE.

Confidentiality
Date: 11/11/10

**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 COOKSON STRATEGIES CORPORATION is a New Hampshire Profit Corporation registered to conduct business in New Hampshire on June 23, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and it is in good standing as far as this office is concerned.

Deborah ID: 03360

Certificate Number: 0005022101



IN TESTIMONY WHEREOF,

I have set my hand and cause to be affixed
the Seal of the State of New Hampshire,
the 14th day of October A.D. 2020

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOICE
(Corporation without a Seal)

I, Matthew Caruso, do hereby certify that
(Name of the Clerk of the Corporation, cannot be a director)

- (1) I am the duly elected clerk of Cookson Strategies Corporation
(Corporate Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation on 10/14/2020
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education;

RESOLVED: That Matthew Caruso, President, CEO
(Name of Corporate Officer) (Title of Corporate Officer)
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 thereof, to the extent they 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 10th day of Oct 2020
(day, month, yr) (must be same date as the certified date)
- (4) Matthew Caruso is the duly elected President, CEO of this corporation.
(Name of Corporate Officer) (Title of Corporate Officer)

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary Representative of the Corporation this 14th day of Oct, 2020.

Matthew Caruso
(Signature of the Clerk of Corporation)

Notarization has been waived due to COVID-19

STATE OF NEW HAMPSHIRE

CITY OF _____

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

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

My commission expires on:

Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE PREPARED BY
10/14/2010

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 AFFECT, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPORTS OF LOSS OR DAMAGE TO BE AN ADDITIONAL BENEFIT. THE POLICIES MAY HAVE ADDITIONAL EXCLUDED PERILS OR BE SUBJECT TO SUBROGATION IS SUBJECT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY WHICH POLICIES MAY BE SUBJECT TO SUBROGATION. A POLICY OR THIS CERTIFICATE DOES NOT COVER LOSS OF OR DAMAGE TO THE CERTIFICATE HOLDER'S CAR OR OTHER MOTOR VEHICLE.

PRODUCER PAPAON Insurance 100 Pine Street New York, NY 10038 Telephone: 212 333 3333 Fax: 212 333 3333	INSURER(S) American County Mutual Co. of America American Family Guaranty Company of America American Family Guaranty Company of America
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COVERAGE CERTIFICATE HOLDER: [Redacted] EXPIRES: [Redacted]

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW WERE ISSUED TO THE CERTIFICATE HOLDER FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT OR OTHER COVERAGE WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR NOT FORGED. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LOSS(S) DESCRIBED MAY HAVE BEEN INCURRED BY TWO CLAIMS.

TYPE OF COVERAGE	INSURER	START DATE	EXPIRES DATE	AMOUNT	COVERAGE
<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Equipment Breakdown <input type="checkbox"/> Fire <input type="checkbox"/> Fidelity and Surety <input type="checkbox"/> Professional Services <input type="checkbox"/> Products and Completed Operations <input type="checkbox"/> Workers Compensation	[Redacted]	11/01/2010	11/01/2011	[Redacted]	Commercial General Liability Equipment Breakdown Fire Fidelity and Surety Professional Services Products and Completed Operations Workers Compensation
<input checked="" type="checkbox"/> Automobile Liability <input type="checkbox"/> Auto Theft <input type="checkbox"/> Boat <input type="checkbox"/> Boat Trailer <input type="checkbox"/> Boat Trailer Trailer <input type="checkbox"/> Boat Trailer Trailer <input type="checkbox"/> Boat Trailer Trailer	[Redacted]	11/01/2010	11/01/2011	[Redacted]	Automobile Liability Auto Theft Boat Boat Trailer Boat Trailer Trailer Boat Trailer Trailer
<input checked="" type="checkbox"/> Commercial Property <input type="checkbox"/> Commercial Property <input type="checkbox"/> Commercial Property <input type="checkbox"/> Commercial Property <input type="checkbox"/> Commercial Property	[Redacted]	11/01/2010	11/01/2011	[Redacted]	Commercial Property Commercial Property Commercial Property Commercial Property Commercial Property

INSURANCE OF AUTOMOBILES / VEHICLES FROM OR AGAINST WHICH EXCLUDED PERILS ARE NOT COVERED BY THIS POLICY. REFER TO POLICY FOR EXCLUSIONS, CONDITIONS AND SPECIAL PROVISIONS.

CERTIFICATE HOLDER: State of New Hampshire Department of Education 101 Pleasant Street 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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