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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

Warren M. Perry
Deputy Adjutant General

March 27, 2024

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

REQUESTED ACTION

1. Authorize the Department of Military Affairs and Veterans Services exercise a contract renewal option with Broadreach Public Relations LLC, (VC#422339), Portland, ME for Marketing Awareness for The Division of Community Based Military Programs by increasing the price limitation by \$174,350 from \$191,850.00 to \$366,200.00 and extending the completion date from April 30, 2024 to April 30, 2025 effective upon Governor and Council approval. The original contract was approved by Governor and Council on April 12, 2023, item #61. **100% General Funds.**

2. Further, authorize a contingency in the amount of \$17,500.00 for unanticipated expenses bringing the contract total to \$383,700.00.

Funds are available in the following account for Fiscal Years 2024 and 2025, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-12-12-120010-32520000 – Military Affairs and Veterans Services – Veterans Services Mental Health and Social Isolation

Class	Account	Class Title	FY 2024	FY 2025
102	500731	Contracts for Program Services	\$ 31,975.00	\$159,875.00

EXPLANATION

The Department is responsible for communicating with and informing New Hampshire service members, veterans, and their families (SMVF) as well as the businesses and organizations that employ and serve them. There are a variety of services, supports and resources available to the SMVF population, businesses and organizations within our State, and they can only be utilized if people are aware of their existence. Since the Department does not have access to a contact list of all SMVF, businesses and organizations residing and operating within the state, communicating to this population requires a comprehensive marketing and public messaging approach that is outside the capacity of the Department. The services

His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
March 27, 2024
Page 2 of 2

procured through this contract will create messaging and marketing content and materials that contain valuable information about the resources available to the Department's targeted audience. The content and materials, as disseminated by the Department, will have a real impact on these targeted populations today as well as in the near future.

The Department of Military Affairs and Veteran Services solicited for these services by placing a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on July 5, 2022. Broadreach Public Relations, LLC was the only vendor to submit a response to the RFP. Upon review of their proposal, they were deemed to have the necessary qualifications to perform the needed services. This contract has the option to renew for two, one-year periods, and is contingent upon successful performance of project deliverables and the availability of State funds. Additionally, a contingency line will be established to cover any unanticipated costs or price increases associated with the contracted services.

Should Governor and Council not approve this request, the Department will not be able to provide our community partners with the resources needed to support the mental health and wellness of our veteran community.

The contract has been approved for form, substance, and execution by the Attorney General's Office.

Respectfully submitted,



DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

State of New Hampshire
Department of Military Affairs and Veterans Services
Amendment #1

This Amendment to the Marketing Awareness Campaign contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services ("State" or "Department") and Broadreach Public Relations LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 12, 2023 (Item #61), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
 - a. 4/30/2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, ADD not to exceed amount of \$191,850.00 for contract year May 1, 2024 to April 30, 2025, to read:
 - a. NTE \$383,700.00

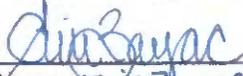
All terms and conditions of the contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective May 1, 2024, or upon the date of Governor and Executive Council approval, whichever is later.



IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

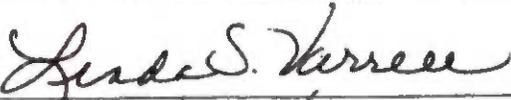
STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND
VETERANS SERVICES

3/16/24
Date


Name: Erin Zayac
Title: Administrator

BROADREACH PUBLIC RELATIONS, LLC.

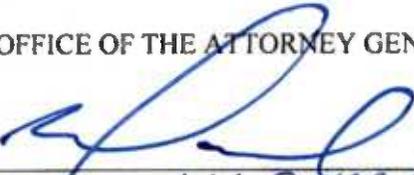
2/28/24
Date


Name: Linda S. Varrell
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/12/2024
Date


Name: Mark W. DeStefano
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date:

Name:
Title:

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 BROADREACH PUBLIC RELATIONS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on September 01, 2022. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 909757

Certificate Number: 0006591035



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of February A.D. 2024.

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

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State



Business Name : **BROADREACH PUBLIC RELATIONS, LLC**

Business ID : **909757**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0006591018	02/29/2024	02/29/2024	Annual Report	2024
0006496505	01/04/2024	01/04/2024	Annual Report Reminder	N/A
0006114792	02/11/2023	02/11/2023	Annual Report	2023
0006063526	01/08/2023	01/08/2023	Annual Report Reminder	N/A
0005867239	09/01/2022	09/01/2022	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
No Trade Name(s) associated to this business.		

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
Linda S Varrell	President

Limited Partnership or LLC Certification of Authority

I, Paul J. Cormier, hereby certify that I am a Partner, Member or
(Name of Attestor)

Manager and an Officer of Broadreach Public Relations, LLC a limited liability partnership
(Name of Partnership or LLC)

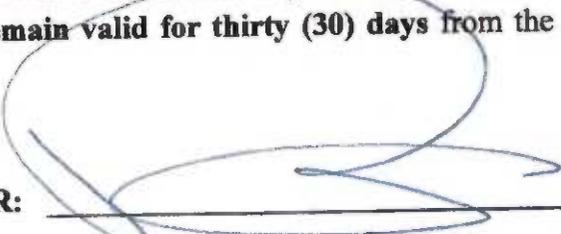
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company
under RSA 304-C.

I certify that Linda S. Varrell is duly authorized to bind the partnership or
(Name of Contract Signatory)

LLC to enter into contracts or agreements on behalf of Broadreach Public Relations
(Name of Partnership or LLC)

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

DATED: 2-27-2024

ATTESTOR: 

NAME: Paul J. Cormier

TITLE: MEMBER



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 27, 2024

For Informational Purposes
19 COMMERCIAL ST
PORTLAND ME 04101-4779

Account Information:

Policy Holder Details :	BROADREACH PUBLIC RELATIONS
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2024

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-Portland 2331 Congress Street Portland ME 04102	CONTACT NAME: Agency Accounts PHONE (A/C No, Ext): (207) 780-1677 E-MAIL ADDRESS: FAX (A/C, No): (207) 780-6377																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Ins Co of America</td> <td></td> <td>31534</td> </tr> <tr> <td>INSURER B: Hanover Ins Co.</td> <td></td> <td>22292</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Citizens Ins Co of America		31534	INSURER B: Hanover Ins Co.		22292	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED BROADREACH PUBLIC RELATIONS LLC 19 COMMERCIAL ST, 3RD FLOOR PORTLAND ME 04101																					

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBPD463455	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			OBPD463455	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			LHP D466406	01/01/2024	01/01/2025	Each Claim 1,000,000 Aggregate Limit 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Military Affairs and Veterans Services	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

G & C 4-12-23
ITEMS PROC 61 mld

61

David J. Mikotalities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

Phone: 603-225-1380
Fax: 603-225-1341
TDD Access: 1-800-735-2884

March 14, 2023

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

REQUESTED ACTION

1. The Department of Military Affairs and Veterans Services respectfully requests authorization to enter into a contract with Broadreach Public Relations, LLC, (vendor code #422339), Portland, ME in an amount not to exceed \$174,350 for marketing services, with the option to renew for two additional one-year periods, effective upon Governor and Council approval through April 30, 2024. 100% General Funds.
2. Further, authorize a contingency in the amount of \$17,500 for unanticipated expenses bringing the contract total to \$191,850 effective upon Governor and Council approval through April 30, 2024. 100% General Funds.

Funding is available in Fiscal Year 2023 in the following account:

02-12-12-120010-32520000 – Military Affairs and Veterans Services – Veterans Services Mental Health and Social Isolation

Class	Account	Class Title	FY 2023
102	500731	Contracts for Program Services	\$ 191,850.00

EXPLANATION

The Department is responsible for communicating with and informing New Hampshire service members, veterans and their families (SMVF) as well as the businesses and organizations that employ and serve them. There are a variety of services, supports and resources available to the SMVF population, businesses and organizations within our State, and they can only be utilized if people are aware of their existence. Since the Department does not have access to a contact list of all SMVF, businesses and organizations residing and operating within the state, communicating to this population requires a comprehensive marketing and public messaging approach that is outside the capacity of the Department. The services procured through this contract will create messaging and marketing content and materials that contain valuable information about the resources available to the Department's targeted audience. The content and

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

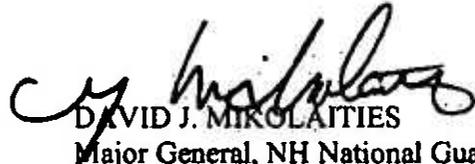
materials, as disseminated by the Department, will have a real impact on these targeted populations today as well as in the near future.

The Department of Military Affairs and Veteran Services solicited for these services by placing a Request for Proposal (RFP) on the State of New Hampshire Bureau of Purchase and Property website on July 5, 2022. Broadreach Public Relations, LLC was the only vendor to submit a response to the RFP. Upon review of their proposal, they were deemed to have the necessary qualifications to perform the needed services. This contract has the option to renew for two, one-year periods, and is contingent upon successful performance of project deliverables and the availability of State funds. Additionally, a contingency line will be established to cover any unanticipated costs or price increases associated with the contracted services.

The funds to pay for this project are provided to the Department of Military Affairs and Veterans Services by the NH General Court via HB 2, 2021 Session. Should Governor and Council not approve this request, the Department will not be able to provide our community partners with the resources needed to support the mental health and wellness of our veteran community.

The contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully submitted,


DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**RFP DMAVS 2023-01
SCORING SUMMARY**

SUBJECT: Marketing Awareness Campaign

Date Posted: July 5, 2022

Date Closed: August 8, 2022

Vendor	Score	Rank
Broadreach Public Relations, LLC	92	A

Only one vendor submitted a response to the RFP. It was determined that the vendor meets the criteria established in the RFP. As such, the resulting contract was awarded to Broadreach Public Relations, LLC. Please refer to the following pages for further information regarding the evaluation of the company.

Scoring

RFP Criteria	Max Points Avail.	Score
		Broadreach Public Relations
Non-Financial Components:		
Company Stability	5	5
Relevant/Related Experience and Qualifications	5	5
Mission and value statements of organization align with the purpose of the RFP and the interests of the military/Veteran community.	5	4
Overall Comprehension of Project Objectives	5	5
Understanding of the Project Requirements	5	5
Three references for similar projects	5	5
Examples of Alternate Marketing Solutions	5	5
Availability to provide services within project timeline	5	5
Inclusion of Department initiatives and programs	5	4
Reporting Deliverables	5	4
Detailed Budget	5	5
Materials and Activities	5	4
Advertising Regions	5	3
Outreach/Engagement	5	3
Level of Available Staffing	5	5
Sub-Total	75	67
Financial Components		
Cost Proposal/Budget	25	25
Sub-Total	25	25
Overall Score	100	92
Rank		A

Evaluation Committee Members and Qualifications

Reviewer Name and Title	Qualifications
Amy Cook Administrator	Administrator, Division of Community Based Military Programs, Oct 2018-Dec 2022; Transition Services Coordinator, Strafford Learning Center 2016-2018; Program Manager, Community Partners 2011-2016, Case Manager & Family Support Service Coordinator 2002-2011. Education: Southern New Hampshire University, MBA (in process); University of New Hampshire, BA Psychology & Sociology
Heather Smith Grants and Resource Development Coordinator	NH Department of Military Affairs and Military Services, Grants & Resource Development Coordinator, Nov 2021-present, Accountant I/II, Oct 2007-Nov 2021; NH Judicial Branch Dec 1994-Oct 2007. Education: Wells College, BA Mathematics

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Broadreach Public Relations, LLC (VC #422339)		1.4 Contractor Address 19 Commercial Street Portland, ME 04101	
1.5 Contractor Phone Number (207) 619-7350	1.6 Account Number 010-012-32520000-102-500731	1.7 Completion Date April 30, 2024	1.8 Price Limitation Not to exceed \$191,850.00
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature <i>Linda Varrell</i> Date: <u>3/6/23</u>		1.12 Name and Title of Contractor Signatory Linda Varrell, President	
1.13 State Agency Signature <i>Erin Zayac</i> Date: <u>3/13/23</u>		1.14 Name and Title of State Agency Signatory Erin Zayac, Administrator	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 03/16/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Initials: *[Signature]*
 Date: 3/6/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the

performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time

of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT A
SPECIAL PROVISIONS**

SUBJECT: Marketing Awareness Campaign

There are no special provisions added to this Agreement.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT B
SCOPE OF SERVICES**

SUBJECT: Marketing Awareness Campaign

SECTION 1: OVERVIEW

This Agreement shall consist of the following documents: Form P-37, Exhibit A – Special Provisions, Exhibit B – Scope of Services, and Exhibit C – Price and Terms of Payment.

The Contractor will provide all labor, materials, equipment, supplies, and transportation needed to perform the services as further specified herein.

SECTION 2: CONTRACT TERM

This Agreement may be extended for up to two (2) one-year renewals based upon satisfactory completion of each contract year, contingent upon Governor and Executive Council approval as well as the availability of State funds.

SECTION 3: PRIMARY CONTACT

The Contractor will report to and work in conjunction with the Department of Military Affairs and Veterans Services' (the "Department") Primary Contact as designated by the Department. The Primary Contact for this Agreement will be the Director of the Division of Community Based Military Programs. The Department reserves the right to appoint an alternate Primary Contact to assist in the management of this Agreement.

SECTION 4: INTENT AND GOALS

The intent of this Agreement is to promote the Department's initiatives and programs to increase awareness of the services available in the state to Service Members, Veterans, and their Families (SMVF) and the importance of identifying SMVF within social service practices and the New Hampshire labor force. The Contractor shall provide all services under this Agreement in pursuit of the following goals:

- A. Provide the Department's stakeholders with a better understanding of the current organizational structure and mission of the Department, the missions of and relationships between its divisions, and its relationship to the United States Department of Veterans Affairs.
- B. Ensure social services providers in all regions of the State better understand the importance of identifying SMVF at intake; have the necessary information, training, and resources to identify SMVF, reduce barriers to entry, and deliver services in a culturally competent manner; and are demonstrating measurable success in identifying SMVF at intake.
- C. Ensure employers in all regions of the State better understand the importance of identifying SMVF candidates in a culturally competent manner; have the necessary information, training, and resources to reduce barriers to entry into the workforce; and are demonstrating measurable success in recruiting and retaining more SMVF employees.

- D. Increase the number of SMVF in all regions of the State accessing health and behavioral care available to them.
- E. Increase the number of businesses in all regions of the State applying for recognition from the NH Veteran-Friendly Business Network, showcasing their Network membership, and actively participating in Network programs and events.
- F. Increase the number of SMVF in all regions of State applying for available military skills and test waiver programs.

SECTION 5: DELIVERABLES

The Contractor must complete the following deliverables during the performance of this Agreement:

- A. An initial collaborative meeting between the Contractor and the Department to develop an overall strategy for the marketing campaign.
- B. Monthly reporting of marketing services performed, promotional materials created, and marketing analytics submitted by the Contractor.
- C. Monthly conference calls, virtual meetings, and/or in-person meetings as scheduled by the Department.
- D. Implementation of the following three-phased approach to pursue the goals specified herein:
 - (1) Phase 1 - Onboarding and Discovery
 - (2) Phase 2 - Research, Asset Creation, and Planning
 - (3) Phase 3 - Asset Development and Outreach
- E. Development and implementation of other marketing projects as identified by the Department in pursuit of one or more of the goals of this Agreement.
- F. Assignment of a dedicated project manager to oversee the implementation of this Agreement with support from the Contractor's leadership, staff, and vendor partners as needed.

SECTION 6: PHASE I - ONBOARDING AND DISCOVERY

During this phase of the marketing campaign, the Contractor shall complete the following tasks:

- A. Facilitate a strategic onboarding meeting with the Primary Contact to gather preliminary information and establish lines of communication and project management processes.
- B. Perform a review of the Department's current messaging and paid, earned, shared, and owned media assets, e.g., print/digital marketing collateral, previous ad creative, program websites and materials, social media accounts, press releases, etc.
- C. Create mind map of internal and external Department stakeholders to understand organizational relationships, prioritize audiences and identify risks and opportunities.
- D. Activate automated media monitoring to track mentions of the Department and selected programs in print, online, and broadcast news media and measure earned media results.

- E. Work with the Primary Contact to establish priority initiatives for budget allocation.
- F. Work with the Primary Contact to establish a standing project update/meeting schedule.
- G. Establish project Gantt chart to track phases, deliverables, and timeframes to provide the Department at the established project meetings and upon the Department's request.

SECTION 7: PHASE II - RESEARCH, ASSET CREATION, AND PLANNING

During this phase of the marketing campaign, the Contractor shall complete the following tasks as they relate to major areas of focus:

A. General Marketing Services

- (1) Create simple messages to articulate the mission of the Department and its divisions, the relationships between these divisions, and distinguish the Department from the US Department of Veterans Affairs.
- (2) Create social media editorial calendar to plan organic and paid social media content themes around relevant seasons, events, and holidays.
- (3) Create Department fact sheets and media kits to disseminate to stakeholders, including press, social services providers, and the business community. May include:
 - Fact sheets about the Department and SMVF population in the State
 - Organizational charts
 - Contact sheets
 - Overviews of programs and services
 - Photo/video assets – e.g., program/event photography, informational videos
 - Brand assets – e.g., logos

B. Ask the Question

- (1) Obtain and update lists of service providers by region after the initial launch of the approved marketing campaign.
- (2) Create a list of service provider representative associations including but not limited to the NH Providers Association, NH Health Care Providers Association, NH Chapter of the National Association of Social Workers, NH Community Behavioral Health Association.
- (3) Query or survey service providers by region to measure Ask the Question Campaign awareness levels as of 2022 and gather insight on new roadblocks, resources needed, and other feedback on the Ask the Question Campaign.
- (4) Repurpose Ask the Question impact testimonials to create various educational creative assets for organic and paid social and advertising channels, e.g., infographics, testimonial quotes, videos, tips.
- (5) Create an opinion-editorial for Mental Health Awareness Month.

- (6) Create a pitch to "Good Morning NH" on Ask the Question, with a Department spokesperson as guest.
- (7) Based on research findings, update or create Ask the Question creative materials and assets as needed.

C. NH Veteran-Friendly Business Network

- (1) Create low-cost, geo-targeted social media display ads.
- (2) Create direct mail or digital advertising targeting employers by county.
- (3) Create how-to articles for Business NH and NH Business Review on how to develop veteran-friendly practices, procedures, and protocols. These articles shall also include information about the quarterly recognition program and how to apply.
- (4) Create a press release announcing new quarterly formats with information on how to apply.
- (5) Create a press release template and guidance sheet for recipient businesses to announce their recognition in their local newspaper, website, and social media.
- (6) Create testimonial videos featuring veterans.
- (7) Create engaging social graphics and digital display ads inviting businesses to apply.
- (8) Apply to present to local chambers of commerce on the new quarterly format and application process.

D. SMVF Employment Skills Transference Programs

- (1) Identify and develop video and written testimonials of SMVF "storytellers" to share their journeys from khakis to career, how they gained traction after serving their country, and the people who supported them.
- (2) Leverage testimonials to pitch human interest and economic stories to local media outlets.
- (3) Leverage testimonials to create social graphics, displays, and video ads.
- (4) Create opinion-editorials for local newspapers highlighting the impact of skills transference programs.
- (5) Create public service announcements for radio and local access television promoting skills transference programs.

SECTION 8: PHASE III - ASSET DEPLOYMENT AND OUTREACH

During this phase of the marketing campaign, the Contractor shall complete the following tasks:

- A. Use paid media (digital and traditional advertising) to geotarget messages to desired audiences not accessible through the Department's organic reach.

- B. Use earned media (story pitching, press releases, press interviews, opinion-editorials, speaking opportunities, centers of influence, public service announcements) to amplify messages through third parties and mass media with high credibility, high reach, and low cost.
- C. Use owned and shared media to amplify messages through the Department's organic reach on social media and through its website, email, and newsletters.

SECTION 9: MONITORING AND REPORTING

Throughout the marketing campaign, the Contractor shall perform the following tasks:

A. Measurable Objectives

The Contractor shall determine the baseline measurable objectives through their research and understanding of the goals and deliverables and submit them to the Department for approval. Some of these objectives may include but shall not be limited to:

- Total service providers reached regarding Ask the Question by region.
- Awareness of Ask the Question Campaign among previously reached service providers in each region.
- Average number of NH Veteran-Friendly Business applications.
- Total number of NH Veteran-Friendly Businesses by region.
- Total number of past press clips about the Department, Ask the Question Campaign, NH Veteran-Friendly Business program, and skills transference programs.
- Average monthly visitors to the Department's website and program pages.
- Other measurable objects as determined necessary based on the Contractor's research and expertise.

Once the baseline metrics have been approved by the Department, the Contractor will set up automated monitoring for identified keywords, people, and organizations to capture mentions in traditional media as well as in publicly available social and streaming media. Monitoring will also include reviewing comment sections on earned media secured and other relevant channels.

B. Monthly Reporting

The Contractor will set up monthly reporting for all media activities. Reporting shall include but not be limited to:

- Organic and secured press clips with tone, gross impressions, and advertising value equivalency (AVE).
- Share of press coverage by program/initiative.
- Media quality analysis.
- Commentary tracking and analysis.
- Paid digital media campaign results.
- Website traffic and direct referrals from earned media, if able to be provided by the Department.
- Other media activities as determined necessary based on the Contractor's research and expertise.

The initial monthly reporting requirements shall be determined by the Contractor with the Primary Contact's approval at the initial collaborative meeting. The Primary Contact may alter the reporting requirements and will provide written notification to the Contractor of the modifications. The Contractor may propose modifications to the requirements for the Primary Contact's

consideration and approval. The Contractor shall not modify the approved requirements without written consent from the Primary Contact.

SECTION 10: OTHER PROJECTS

In the pursuit of the goals of this Agreement, the Department may identify other projects as they relate to this marketing campaign that require additional tasks from the Contractor. Identification, cost, and execution of those projects will follow these specifications:

- A. The Primary Contact will determine project needs and develop a Scope of Work (SOW) with the Contractor. The SOW will include, at a minimum, general project information, tasks to be completed, deliverables to be provided, and a timetable for completion.
- B. The Contractor shall prepare a Cost Proposal for each project requested.
- C. The Department will evaluate the Cost Proposal and determine its reasonableness. If the proposal is determined to be reasonable, the Department will issue a Notice to Proceed. If the project Cost Proposal is determined to be unreasonable, the Department will request a modified Cost Proposal from the Contractor with justification. Once an agreed upon Cost Proposal is established, the Department will issue a Notice to Proceed memorandum. The Notice to Proceed will include copies of the approved project SOW and Cost Proposal. No work on the project shall be performed by the Contractor prior to the issuance of a Notice to Proceed.
- D. The Primary Contact and the Contractor shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed, and confirmation of expected deliverables.
- E. Unless otherwise requested by the Primary Contact, the Contractor must provide monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status reports must include the specific project tasks that were completed, funds spent, a general outline of work to be completed in the coming month, and any issues that need to be addressed.
- F. The Contractor will complete the projects to the specifications established herein or further specified in accordance with the project SOW, as determined by the Department's Primary Contact.

SECTION 10: TARGETED AUDIENCES AND REGIONS

Marketing efforts will focus on two primary audiences:

- Service Members, Veterans, and Their Families
- NH Healthcare Providers
- NH Employers

Marketing shall reach in-state audiences with additional emphasis on rural areas of northern and western New Hampshire as well as other traditionally underserved regions of the state. The Contractor may utilize pre-established regional divisions (e.g., counties, municipalities, media markets, etc.) or develop their own regional divisions, with prior approval from the Department, to best pursue the goals and achieve the deliverables outlined herein.

SECTION 11: ADVERTISING DEVELOPMENT

A. Approval

The Contractor must obtain written approval from the Department before producing any advertising or related material. When producing any creative work, the Contractor must not vary from approved scripts, storyboards, or print layouts without the Department's approval. Failure to adhere to approved scripts, storyboards, or layouts may void the Department's prior approval. The Contractor shall be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with the Department's written approval.

B. Artwork Changes

The Contractor shall charge the Department one time only for artwork that is used in multiple forms. Artwork required for any print advertisements must be billed as a one-time item on a separate invoice. Any duplication of charges for artwork will be rejected. All original artwork shall become the property of the Department and shall be delivered to the Department upon request.

C. Creative Services

Following creative bid approval by the Department, the Contractor is responsible for the execution, creation, and production of Department advertising materials, including but not limited to print, digital, broadcast advertisements, out of home advertising, social, point-of-sale (POS) items, and other materials that may be required by the Department. The Contractor must develop multi-media campaigns in support of the services and programs identified by the Department.

D. Production

The Contractor must submit for the Department's approval all production estimates. Estimates must clearly indicate any subcontractors or other parties who will be involved in the production work and where those parties are located. Any production work to be conducted at a location outside of New Hampshire must be specified, and the Contractor must demonstrate to the Department's satisfaction that locations, facilities, and/or resources within the state were not adequate for the production work required. The Contractor should always work towards having production work done in-state.

E. Routine Meetings

The Department and the Contractor will meet routinely, as determined by the Primary Contact. These meetings will include discussion regarding schedules and planning, as well as discussion regarding concept approvals; pre-production of advertisements, and POS or other produced materials. Additional meetings may be held with certain Department personnel on an as-needed basis.

SECTION 12: COLLATERAL MATERIAL AND SIGNAGE

A. Collateral Materials

The Contractor will be responsible for the creative design, project dependency, and production of all materials in support of the Department's advertising goals. All materials will be approved by the Department, including items such as posters, displays, and other POS items intended for temporary use. The Contractor may be required to produce printed items. The Department owns all original artwork, layout, design, and final product and can use as needed.

B. Printers

Most print jobs will be awarded through the Department of Graphic Services bid process. The Contractor must provide print specifications and artwork for such jobs. The Contractor may be expected to review proof(s) provided by the printer and work further with the printer to achieve the final piece. For print jobs that do not go through the Department of Graphic Services, the Contractor must present to the Department an estimate for print jobs for the Department's review and approval. The Contractor will be expected to review and approve the proof as well as direct the printer to provide the final pieces to the Department.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT C
PRICE AND TERMS OF PAYMENT

SUBJECT: Marketing Awareness Campaign

SECTION 1: PRICE

- A. The Price for this Agreement shall not exceed \$191,850.00 without amendment and the approval of the New Hampshire Governor and Executive Council (G&C).
- B. The amount for the marketing services specified in Exhibit B shall not exceed \$174,350.00.
- C. A contingency amount to cover unanticipated costs associated with the marketing services specified in Exhibit B shall not exceed \$17,500.00.

SECTION 2: METHOD OF PAYMENT

Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices shall be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301

SECTION 3: TERMS OF PAYMENT

Invoicing shall be based on labor, materials, and other detailed expenses needed to successfully perform the deliverables and project tasks identified in Exhibit B herein. Payments shall be made within 30 days after receipt of proper invoices and only upon the satisfactory completion of identified deliverables and tasks as determined by the Department's Primary Contact. The Contractor shall not invoice the Department for any services not yet rendered.

**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 BROADREACH PUBLIC RELATIONS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on September 01, 2022. 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: 909757

Certificate Number : 0005867240



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of September A.D. 2022.

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

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State
2023 ANNUAL REPORT

Filed
Date Filed: 2/11/2023
Effective Date: 2/11/2023
Business ID: 909757
David M. Scanlan
Secretary of State

BUSINESS NAME: BROADREACH PUBLIC RELATIONS, I.L.C		
BUSINESS TYPE: Foreign Limited Liability Company		
BUSINESS ID: 909757		
STATE OF FORMATION: Maine		
CURRENT PRINCIPAL OFFICE ADDRESS		CURRENT MAILING ADDRESS
19 Commercial Street 3rd Floor Portland, ME, 04101, USA		19 Commercial Street 3rd Floor Portland, ME, 04101, USA
REGISTERED AGENT AND OFFICE		
REGISTERED AGENT: Donna S. Varrell		
REGISTERED AGENT OFFICE ADDRESS: 42 Pickering Road Gorham, NH, 03839, USA		
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
Professional, Scientific, and Technical Services	Public Relations Agencies	
MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Linda S Varrell	27 Littlejohn Rd, Yarmouth, ME, 04096, USA	President
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: President		
Signature: Linda S Varrell		
Name of Signer: Linda S Varrell		

Certificate of Authority #3

(Limited partnership, Limited liability professional partnership or LLC)

Limited Partnership or LLC Certification of Authority

I, Paul J. Cormier, hereby certify that I am a Partner, Member or
(Name of Attestor)

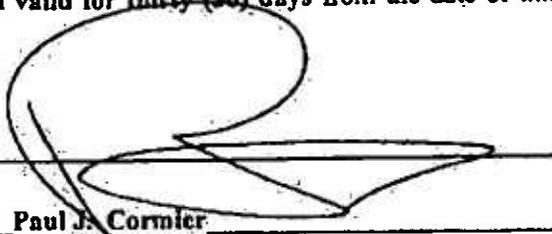
Manager and an Officer of Broadreach Public Relations, LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company
under RSA 304-C.

I certify that Linda Varrell is duly authorized to bind the partnership or
(Name of Authorized Signor)

LLC to enter into contracts or agreements on behalf of Broadreach Public Relations, LLC
(Name of Partnership or LLC)

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

DATED: March 13, 2023 ATTESTOR: 

NAME: Paul J. Cormier

TITLE: Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2023

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-Portland 2331 Congress Street Portland ME 04102	CONTACT NAME: Ryan Meshiot	PHONE (A/C, No, Ext): (207) 780-1877	FAX (A/C, No): (207) 780-8377
	E-MAIL ADDRESS: ryan.meshiot@crossagency.com		
INSURED BROADREACH PUBLIC RELATIONS LLC 19 COMMERCIAL ST, 3RD FLOOR PORTLAND ME 04101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Citizens Ins Co of America		31534
	INSURER B: Hanover Ins Co.		22292
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 23/24 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES (BY) (WYD)	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		OSPD463455	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <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 <input type="checkbox"/> AUTOS ONLY		OSPD463455	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		LHP D468408	01/01/2023	01/01/2024	Each Claim 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Military Affairs and Veterans Services	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

(Policy Provisions: WC000000C)

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: Hartford Insurance Company of the Midwest
ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number: [REDACTED]
Company Code: G

POLICY NUMBER: 76 WEG AF0KNR
Previous Policy Number: 76 WEG AF0KNR

Suffix	
LARS	RENEWAL
	10

1. **Named Insured and Mailing Address:** BROADREACH PUBLIC RELATIONS, LLC
(No., Street, Town, State, Zip Code) 19 COMMERCIAL ST FL 3
PORTLAND ME 04101

FEIN Number: [REDACTED]
State Identification Number(s): [REDACTED]

The Named Insured is: LLC
Business of Named Insured: Advertising Agencies
Other workplaces not shown above: 19 COMMERCIAL ST. FL 3
PORTLAND ME 04101

2. **Policy Period:** From 01/02/23 To 01/02/24 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC
225 KENNETH DR STE 110
ROCHESTER NY 14623

Producer's Code: [REDACTED]
Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 287-1312

Total Estimated Annual Premium: [REDACTED]
Deposit Premium: [REDACTED]
Policy Minimum Premium: [REDACTED]

Audit Period: ANNUAL **Installment Term:**
The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan A. Castaneda 11/23/22
Authorized Representative Date