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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

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Warren M. Perry
Deputy Adjutant General

June 3, 2022

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

REQUESTED ACTION

The Department of Military Affairs and Veterans Services, Division of Community Based Military Programs respectfully requests approval to enter into a contract agreement with Granite River Studios, Inc., Derry, NH (vendor code #159500), in an amount not to exceed \$25,000.00, to create a series of mini-training videos that will be made available to community service providers who are seeking information and education related to effectively identifying and treating service members, veterans, and their families in New Hampshire. Effective upon Governor & Council approval through December 31, 2022. **100% General Funds.**

Funds are available in the SFY 2023 operating budget:

02-010-012-14340000-102-500731 – Military Affairs and Veterans Services – Joint Military Task Force

	<u>Class</u>	<u>Account</u>	<u>FY 2023</u>
Contracts for Program Services	102	500731	\$25,000.00

EXPLANATION

As part of the program that was approved by the Governor’s Commission on Alcohol and Other Drugs and the MOU that was originally authorized by the Governor and Executive Council on May 19, 2021 (Item #48), extended by Governor and Executive Council on August 18, 2021 (Item #57), and extended again by Governor and Executive Council on June 01, 2022 (Item #57), this contract will secure the services of a professional video production company to create a series of mini-training videos that will be made available to community service providers who are seeking information and education related to effectively identifying and treating service members, veterans and their families in New Hampshire. Over the past years, New Hampshire has gained national attention for its Ask the Question campaign that encourages community providers in the field of healthcare and mental health services to identify patients who have served in the military. The


videos created through this contract will support the continued efforts of the Ask the Question campaign and be made publicly available to providers across the state in a variety of sectors.

The Department of Military Affairs and Veteran Services solicited for this service by placing a Request for Proposal on the State of New Hampshire Bureau of Purchase and Property website. Four bids were received prior to the bid closing time, and all were considered qualified. Granite River Studios, Inc. was awarded this contract based on the scoring criteria outlined in the RFP and contingent upon Governor and Executive Council approval.

Should the Governor and Executive Council not authorize this request, the DMAVS Division of Community Based Military Programs will not be able to provide our community partners with the necessary training videos which are a critical component to the Ask the Question Campaign.

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

Respectfully submitted,



David J. Mikolaitis
Major General, NH National Guard
The Adjutant General

RFP #: DMAVS 2022-02

Name of RFB: Ask the Question Technical Assistance Program – Video Production Services

Number of Responses to RFP: 4

Contractor	Total Final Score	Rank
Granite River Studios, Inc.	81	A
Edify Multimedia Group	79	B
Ladderhill Productions	72	C
Croydon Mt. Communications	72	D

The resulting contract was awarded to Granite River Studios, Inc. The company meets the criteria established in the RFP.

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

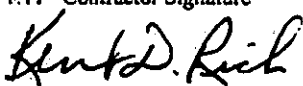
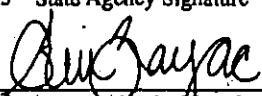
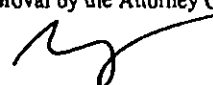
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


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 Granite River Studios, Inc. (VC#159500)		1.4 Contractor Address 11 A Street Derry, NH 03038	
1.5 Contractor Phone Number (603) 568-7623	1.6 Account Number 010-012-14340000-500731	1.7 Completion Date 12/31/2022	1.8 Price Limitation Not to Exceed \$25,000.00
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature  Date: 23 May 22		1.12 Name and Title of Contractor Signatory Kent D. Rich, Principal	
1.13 State Agency Signature  Date: 5/24/22		1.14 Name and Title of State Agency Signatory Erin M. Zayac, Administrator of Business Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/13/2022			
1.17 Approval by the Governor and Executive Council. (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 23 May 22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

KOR

Date

23 May 22

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, formulac, 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
COMMUNITY BASED MILITARY PROGRAMS**

EXHIBIT A: SPECIAL PROVISIONS

SUBJECT: Ask the Question Technical Assistance Program Video Production Services

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.
2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.
3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either

Initials: KOK
Date: 23 May 22

replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- 1) The services required to be performed under the terms of this Agreement as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

4. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

5. **General Provisions** are amended as follows:

b. **Provision 10. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

10.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

Initials: KQR
Date: 23 May 22

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

EXHIBIT B: SCOPE OF SERVICES

SUBJECT: Ask the Question Technical Assistance Program, Video Production Services

Scope of Work

The Division of Community Based Military Programs (CBMP) at the Department of Military Affairs and Veterans Services is seeking video production services. The Division of CBMP is responsible for educating community partners in New Hampshire about the importance of identifying service members, veterans, and their family members within their practices. The Department offers an Ask the Question Toolkit to community providers to aid in their understanding and implementation of identifying clients/consumers/patients who have military experience. A series of short videos will be created and available to community providers to supplement and expand on the use of the Toolkit.

Specific Services Required:

Work with the Division of Community Based Military Programs (CBMP) at the Department of Military Affairs and Veterans Services (DMAVS) to create training videos of various lengths that will be utilized by community providers and also by the Department in future training for service providers. Videos will be posted online, embedded in presentations, and posted on social media sites for learners. It is expected that the Vendor will work closely with the DMAVS to ensure that the objectives of the project are met.

1. Work closely with the Division of Community Based Military Programs at the Department of Military Affairs and Veterans Services to understand the needs of the project.
2. The Division of Community Based Military Programs will provide all the content for the video including the speakers, curriculum, and script.
3. The Vendor will be responsible for recording, editing, and packaging a series of 10-12 Ask the Question Toolkit mini-training videos (ranging in length from 5 minutes – 15 minutes each).

Series of 10-12 Ask the Question Toolkit mini-training videos. The Vendor will record and edit a series of 10-12 mini-training videos. The Vendor will meet in an agreed upon location with the Division of Community Based Military Programs (CBMP) and the speakers identified by the Division of CBMP for the videos. The Vendor will provide the necessary equipment to ensure good quality audio, lighting, and recording. Each video will focus on one topic by the speaker and should be no longer than 15 minutes in length. The Vendor will edit the videos to ensure quality audio and picture for viewing online and in presentations. The Vendor will ensure the video clips are in a format ready for viewing,

embedding in presentations and posting on websites such as the Department of Military Affairs & Veterans Services website, YouTube, and social media sites.

4. The Vendor will be responsible for providing the Division of Community Based Military Programs with guidance on how to ensure the best quality videos. 5. The Vendor will be responsible for providing all the equipment necessary for quality video taping and production of the videos including, but not limited to, the following that might be necessary: recording device, lighting equipment, microphone and editing software.

Deliverables Include:

1. A series of 10-12 Ask the Question Toolkit mini-training videos. Each video will focus on one topic and should be no longer than 15 minutes in length. Videos will be in a format ready for viewing, embedding in presentations and posting on websites such as the Department of Military Affairs & Veterans Services website, YouTube, and social media sites.

Target deadline: full completion by December 31, 2022

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERAN SERVICES
COMMUNITY BASED MILITARY PROGRAMS**

EXHIBIT C: CONTRACT PRICE

Ask the Question Technical Assistance Program, Video Production Services

The contract price and financial arrangements for the services provided under this agreement shall be as follows:

1. The contract amount for video production services for the contract period, June 29, 2022, or upon Governor and Executive Council approval (whichever is later) through December 31, 2022, to include the contractor-provided supplies, equipment, property, insurance, and other ancillary costs as specified in EXHIBIT B (Scope of Services) of this agreement shall not exceed \$25,000.00 without issuance of an amendment to this agreement and approval of the Governor and Executive Council.

2. The Payment schedule shall be as follows:
 - a. Advance Payment of \$8,333.33: prior to any services rendered to cover the necessary expenses to begin production. Requires approval of the Governor and Executive Council.

 - b. Post-production: following the completion of production and submission to the Department of the first completed video and upon the satisfactory review of the services provided to this point, payment shall not exceed \$8,333.33.

 - c. Project Completion: the third and final payment shall be made upon satisfactory review of the services provided. Payment shall not exceed \$8,333.34.

3. The payments under this portion of the agreement shall be made to the Contractor as defined in Section 3 of this Exhibit and within 30 days after the receipt of a proper invoice by the Contractor.

4. Invoices will be submitted by the Contractor to:

**Department of Military Affairs and Veterans Services
Attn: State BA Office-Accounting
4 Pembroke Road
Concord, New Hampshire 03301**

Initials: KOR
Date: 23 May 22

State of New Hampshire

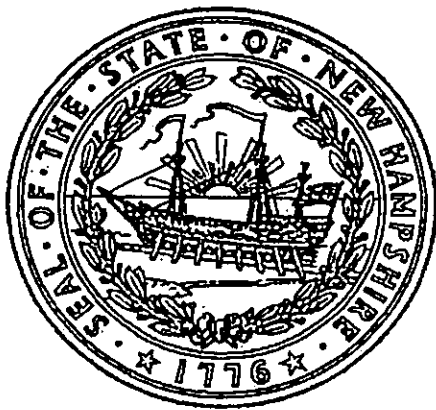
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE RIVER STUDIOS INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 07, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 423692

Certificate Number: 0005733101



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 March A.D. 2022.

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

William M. Gardner
Secretary of State



State of New Hampshire
Department of State
2022 ANNUAL REPORT

Filed
Date Filed: 3/22/2022
Effective Date: 3/22/2022
Business ID: 423692
William M. Gardner Secretary of State

BUSINESS NAME: GRANITE RIVER STUDIOS INC.
BUSINESS TYPE: Domestic Profit Corporation
BUSINESS ID: 423692
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
11 A Street Derry, NH, 03038, USA	11 A Street Derry, NH, 03038, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: KENT D. RICH
REGISTERED AGENT OFFICE ADDRESS: 141 BROAD COVE DRIVE CONCORD, NH, 03303, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / VIDEO PRODUCTION	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Kent D. Rich	11 A Street, Derry, NH, 03038, USA	President
Kent D. Rich	11 A Street, Derry, NH, 03038, USA	Director

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**

Business Name: **Granite River Studios, Inc.**

Name of Signer: **Kent D. Rich**

Title of Signer: **Principal**

Certificate of Authority #2

(Corporation, Non-Profit Corporation)

Single Officer Corporation

I, Kent D. Rich, hereby certify that I am the sole Officer and Employee of
(Print Name)
Granite River Studios As the sole Officer and Employee, I hereby certify that I am
(Print Name of Corporation)
authorized to bind the Corporation for contractual obligations.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I am the sole Officer and Employee, and that I have full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

DATED: 31 May 2022

ATTEST: Kent D. Rich
(Sign Name & Print Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

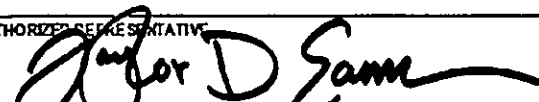
PRODUCER EAMES INSURANCE SERVICES LLC PO BOX 2170 CONCORD NH 03302	CONTACT NAME: TAYLOR D EAMES PHONE (A/C No. Ext): 603-225-7653 FAX (A/C. No): E-MAIL ADDRESS: TAYLOR@EAMESINSURANCE.NET
	INSURER(S) AFFORDING COVERAGE
INSURED GRANITE RIVER STUDIOS INC 11 A STREET DERRY NH 03038	INSURER A: HARTFORD INSURANCE GROUP
	INSURER B: LIBERTY MUTUAL
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC		04SBAAS00BW	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AZG64638223	04/05/2022	04/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		04SBAAS00BW	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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 <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire Department of Military Affairs and Veterans Services 4 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Carmichael, Tyler

From: Kent Rich <kent@graniteriverstudios.com>
Sent: Monday, June 6, 2022 16:40
To: Carmichael, Tyler
Subject: [External] Re: Written Confirmation of Workers' Comp Exemption

Hi Tyler,

This email will serve as a confirmation that I am indeed the only employee and exempt from workers' comp coverage.

Thanks for the follow-up.

Kent

Kent D. Rich
Granite River Studios
11 A Street
Derry, NH 03038-1721

GraniteRiverStudios.com
(603) 568-7623

On Jun 6, 2022, at 4:03 PM, Carmichael, Tyler <Tyler.D.Carmichael@DMAVS.nh.gov> wrote:

Hi Kent,

The Attorney General's office is reviewing all the documents we submitted for this contract, and they have requested we include a written statement confirming you are exempt from workers' compensation coverage.

If you could please respond to this email with a quick confirmation that you're the only employee and are exempt from workers' comp coverage, we should be all set.

Thank you,

Tyler D. Carmichael
Procurement Technician
State of NH Department of Military Affairs and Veterans Services
P: 603-227-5094
A: 4 Pembroke Road, Concord, NH 03301
W: www.dmavs.nh.gov | E: tyler.d.carmichael@dmavs.nh.gov