



New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 230-7026

31
Joseph W. Mollica
Chairman

Michael R. Milligan
Deputy Commissioner

April 25, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State of New Hampshire Liquor Commission to enter into an amendment with Wedu Inc, 20 Market Street, Manchester, NH 03101 for the sole purpose of adding additional requirements to the existing contract. This amendment increases the contract price limitation from \$6,427,371.00 to \$6,727,371.00, an increase of \$300,000.00, effective from the date of Governor and Executive Council approval through June 30, 2016. This amendment allows for the sole purpose of providing professional advertising and promotional services for underage drinking awareness program.

The original contract with this vendor was approved by Governor and Council action on July 10, 2013 (Item #58) for the period from Governor and Council approval through June 30, 2016. 100% Liquor Funds

Funding is available in the account titled, Merchandising and Advertising #02-77-77-771512-1031 for Fiscal Years 2014 & 2015 and pending budget approval in FY 2016, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Class #	Class Description	FY 2014	FY 2015	FY 2016	Total
020-500247	Advertising & Publication	\$100,000.00	\$100,000.00	\$100,000.00	\$300,000.00

EXPLANATION

The intent of this amendment is to increase the price limitation of this contract with funds available in the marketing and advertising budget to continue to expand the reach of our public awareness programs and initiatives. The program objectives include increasing public awareness of laws prohibiting the selling or providing of alcoholic beverages to minors by adults, parents and alcohol licensees; to emphasize the social and legal consequences of underage drinking and driving in New Hampshire. This will be accomplished thru various media outlets and programs such as the University of New Hampshire Wildcats, Fisher Cats,

April 25, 2014

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Manchester Monarchs and the NH International Speedway in Loudon – all venues where the Buyers Beware theme is appropriate since alcohol is sold at these venues. We will also be using the medium of radio to reach high school sports programming. This money replaces the federal Enforcing Underage Drinking grant that was discontinued.

Respectfully Submitted
New Hampshire State Liquor Commission



Joseph W. Mollica, Chairman

**STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION**

AMENDMENT TO AGREEMENT

This Amendment #1 is made this 3rd day of April 2014, between the State of New Hampshire, acting by and through the N.H. Liquor Commission (hereinafter the "State") and Wedu Inc., with principal place of business at 20 Market Street, Manchester, NH 03101, (hereinafter the "Contractor").

The State and Contractor originally entered into an Agreement dated June 25, 2013 and having been approved by Governor and Executive Council on July 10, 2013 (Item #58) from the period of Governor and Executive Council approval through June 30, 2016 ("Agreement"), and;

The Contractor is required to provide Advertising Services for the N.H. Liquor Commission under the Agreement; and

The State and Contractor desire to amend the Agreement in accordance with Section 18, governing Amendment of the General Provisions of the Agreement.

NOW THEREFORE, the State and Contractor mutually agree to amend their existing Agreement as follows;

Form P-37: Agreement – General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of Price Limitation of the Agreement (form P-37) to reflect an increase in the price limitation of \$300,000.00

Original Price Limitation
\$ 6,427,371.00

Revised Price Limitation
\$ 6,727,371.00

2. Amend Exhibit B, Budget and Method of Payment for Services, by adding the following:

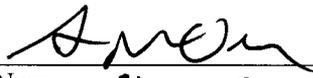
FY 2014	FY 2015	FY 2016
Liquor Commission and Attorney General's Office Approval Thru June 30, 2014	July 1, 2014 Thru June 30, 2015	July 1, 2015 Thru June 30, 2016
\$100,000.00	\$100,000.00	\$100,000.00

3. Except as provided herein all other provisions of the Agreement dated June 25, 2013 shall remain in full force and effect. This modification shall take effect upon the date of Governor and Executive Council approval.

CONTRACTING OFFICER FOR STATE AGENCY:

By: 
Joseph W. Mollica, Chairman
Liquor Commission

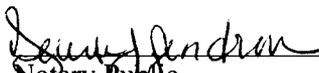
CONTRACTOR SIGNATURE:

By: 
Name: Sean Owen
Title: CEO

STATE OF New Hampshire
COUNTY OF Hillsborough

On this 3rd day of April 2014, before me, Denise J. Gendron,
the (Day) (Month) (Year) (Notary Name)
undersigned officer, personally appeared and acknowledged her/himself to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof I hereto set my hand and official seal.


Notary Public My Commission Expires: Jan. 11, 2017



Approved by the Attorney General (Form, ~~Substance~~ and Execution)


Assistant Attorney General
State of New Hampshire, Department of Justice

Date 4/25/14

Certificate of Vote

I, Sean Owen, hereby certify that I am duly elected President of wedu. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporate, duly called and held on March 14, 2014 at which a quorum of the Board was present and voting.

VOTED:

By unanimous vote, the corporate authorizes Sean Owen, on behalf of wedü, to enter into a specific contract with the State of New Hampshire for marketing services relating to the NH Liquor Commission and further authorizes said officer to execute any documents which may in their judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 24, 2014 and that Sean Owen is the duly elected President of this corporate.

Attest:

Date: 3/24/2014


Sean Owen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2014

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 Wieczorek Insurance 166 Concord St. Manchester NH 03104		CONTACT NAME: Nicki Renaud PHONE (A/C No. Ext): (603) 668-3311 FAX (A/C. No): (603) 668-8413 E-MAIL ADDRESS: nicki@wizinsurance.com																						
INSURED Wedudesign, Inc. 20 Market Street Manchester NH 03101		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Citizens Insurance Company of</td> <td>31534</td> </tr> <tr> <td>INSURER B:</td> <td>Axis Reinsurance Company</td> <td></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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Insurance Company of	31534	INSURER B:	Axis Reinsurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** CL144305690 **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 INSR	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	Y	OBV 863471307	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ EXCLUDED						
	GENERAL AGGREGATE \$ 2,000,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	OBV 863471307	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	Y	OBV 863471307	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
A	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	MA NH RI 3(a) Excluded: Sean Owen WBV863045907	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
B	Advertising E&O PI&AI-BI&PD Multimedia			MCN000161721301	4/1/2014	4/1/2015	each loss & total limit of ins. \$1,000,000
	self insured retention \$25,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate of Insurance is subject to policy terms, conditions and limitations. Certificate holder is NH State Liquor Commission and named additional insured as required by written contract. Cancellation notice exception: 10 days notice applies for non-payment of premium and/or substantial increase in hazard.

CERTIFICATE HOLDER NH State Liquor Commission Tina Demers PO Box 503 Concord, NH 03302-0503	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 R Wieczorek/NICKI
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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 Wedu, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 31, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of March, A.D. 2014

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

William M. Gardner
Secretary of State



New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 230-7015

Joseph W. Mollica
Chairman

Michael R. Milligan
Commissioner

Margaret Wood Hassan
Governor

June 25, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission to enter into a contract agreement with Wedu Inc. (vendor code 158621), 20 Market Street, Manchester, NH 03101, in the amount of \$6,427,371 for professional advertising and promotional services effective upon Governor and Council approval through June 30, 2016, with the option to renew for one additional two year period upon consent of both parties and subject to Governor and Council approval. Funding is 100% Liquor Funds.

Funding is available in the account titled, Merchandising-Advertising #02-77-77-771512-1031 for Fiscal Years 2014 & 2015 and pending budget approval in FY 2016, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Class #	Class Description	FY 2014	FY 2015	FY 2016	Total
020-500247	Advertising & Publications	\$2,142,457	\$2,142,457	\$2,142,457	\$6,427,371.

EXPLANATION

On March 4, 2013 the Liquor Commission issued a request for proposals, (RFP) for advertising services to assist the Commission with marketing strategies, communication channels, and the production of high quality advertising and promotional materials designed to achieve the Commission's goal of increasing wine and spirit revenues and profits.

The RFP was publicly advertised on March 3, 2013 in the New Hampshire Union Leader newspaper for three days, and also advertised on the Liquor Commission and Department of Administrative Services Vendor Resource Center web site.

Proposals were received from the following three vendors in accordance with the requirements for submission, including the stipulated deadline of April 5, 2013.

- Eisenberg Vital & Ryze Advertising (Office based in Manchester, NH)
- Rumbletree (Office based in North Hampton, NH)
- Wedu (Office based in Manchester, NH)

Proposals from each vendor were reviewed and rated by a Selection Committee, comprised on three representatives from the Liquor Commission and one representative from the Department of Administrative Services. The Selection Committee members all brought different strengths and knowledge to the table which allowed for independent evaluation during the scoring process through discussion and weighing of the different perspectives.

The proposals were rated by the panel according to the criteria set out in the RFP, including clarity of proposal, quality and experience of team members, examples of successful advertising campaigns, strength of agency creative skills, media planning and placement experience, marketing plans suggested, references and financial terms.

All three firms were chosen to come in to the Liquor Commission Office to make a comprehensive oral presentation to the rating panel that focused on a holiday season campaign. During these presentations all firms demonstrated their team skills, creative abilities and communication channels expertise. Subsequently, the rating panel also visited each of the offices of the firms to see the facilities, meet all the employees and to see how campaigns are created from start to finish.

As a result of the scores, the panel unanimously recommended Wedu to the Commission, subject to Governor and Council approval, to provide our marketing and advertising services. Wedu's proposal was competitive, responsive to the RFP and offered personnel with outstanding qualifications. A rating summary of the three firms is attached.

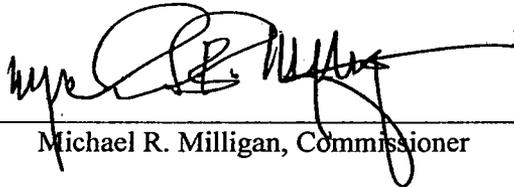
The contract has been approved by the Attorney General's Office as to form and execution.

Your favorable action on this request would be greatly appreciated.

Respectfully Submitted,
New Hampshire State Liquor Commission



Joseph W. Mollica, Chairman



Michael R. Milligan, Commissioner

**ADVERTISING RFP
SCORING SHEET**

Please Provide a score from 0-4 with 4 being the highest. Use 4 for Excellent, 3 for Good, 2 for Satisfactory, 1 for Less than Satisfactory, 0 for Completely Unsatisfactory.

FACTOR	RATIONALE	RUMBLE			Weight
		EVR	TREE	WEDU	
	DETAILED CRITERIA				
Agency Staff, Knowledge and Experience delivering the specified services to clients similar to the NHSLC.	A strong Proposal provides a staffing plan specifically identifying the key personnel & their qualifications with regard to RFP & similar clients.	12.2	13.1	13.1	15%
Examples of successful advertising campaign.	A strong proposal indicates examples of successful retail advertising campaigns.	9.4	12.7	14.1	15%
Length of time the agency has been in business & total billings.	A strong proposal indicates the length of time the agency has been in business & total related billings.	9.1	10.0	7.5	10%
References/ Past Performance	A strong proposal indicates referenceable clients for the services pertinent to the RFP	2.8	3.8	4.4	5%
Financial Condition of the Agency	A strong proposal indicates the company is financial stable and growing.	Pass	Pass	Pass	Pass/Fail
		33.4	39.5	39.1	45%

Retainer Fee - as a percentage of the annual contract expenses	Percentage required for Client Services, Media Selection, Accounting & Administration	4.0	3.0	2.0	4%
Hourly Rates	Creative	5.3	3.5	7.0	7%
	Production	7.0	3.5	5.3	7%
	Production Mark-up	3.8	3.8	3.8	5%
	Other Hourly Rate Fees	3.0	1.5	2.3	3%
	Public Relations	2.0	1.5	1.5	2%
	Web Based Advertising	2.0	1.5	1.5	2%
		27.0	18.3	23.3	30%

Quality & Conciseness of Proposal	A strong proposal clearly provides information that is directly related to all requirements of the RFP.	4.1	4.5	3.8	5%
Strength of the Agency Presentation	A strong presentation includes all key staff collaboratively demonstrating their abilities.	5.0	8.4	9.1	10%
Marketing Plan suggested	A strong marketing plan focuses on attracting customers and increasing sales forecast & expenses.	2.3	3.4	4.8	5%
Media Planning & placement expertise	A strong media and placement plan demonstrates experience & an understanding of all media types.	4.2	3.8	4.5	5%
		15.6	20.2	22.2	25%

GRAND TOTAL:> 76.1 77.9 84.5 100%

Subject: _____

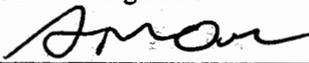
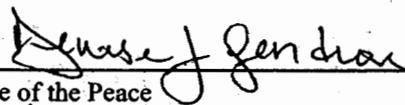
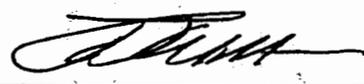
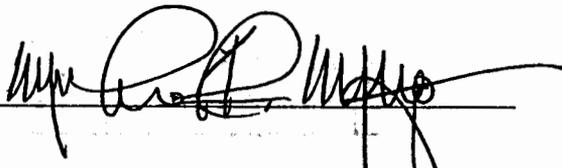
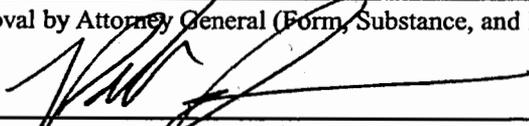
Advertising Services

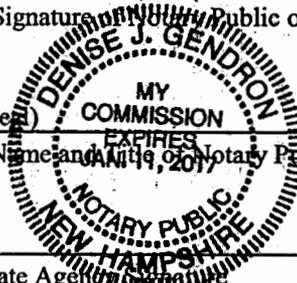
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name Wedu, Inc.		1.4 Contractor Address 20 Market Street, Manchester, NH 03101	
1.5 Contractor Phone Number (603) 647-9338	1.6 Account Number 02-77-77-771512-1031-020-500247	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$6,427,371.00
1.9 Contracting Officer for State Agency Richard Gerrish, Director of Marketing		1.10 State Agency Telephone Number 603-230-7047	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Sean Owen, President	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On, <u>June 25, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace Denise J. Gendron, Notary Public			
1.14 State Agency Signature  		1.15 Name/Title of State Agency Signatory Joseph W. Mollica, Chairman Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By:  On: <u>6/27/13</u>			
1.18 Approval by Governor and Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 payment 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplement by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State New Hampshire or the United States issue to implement these regulations. The Contractor further 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 persons, 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 AS
Date 6-25-17

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 remedied, 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. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defaults; and/or.

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both

9. DATA/ACCESS/CONFIDENTIALITY/PRESEVATION.

9.1. 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.

9.2. 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.

9.3. 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the Contractor is in all respects and 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.

The contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: and

14.1.2. Fire and extended coverage insurance covering all property subject to subparagraph 9.2 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.

Contractor Initials *AS*
Date 6-25-13

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 the 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

15. WORKER'S 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. 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. WAIVER OF BREACH No failure by the State to enforce any provisions herof 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.

17. NOTICE Any notice by a party hereto to the pther 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C are incorporated herein be 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 relating hereto.

Contractor Initials oo
Date 6-25-13

REQUIREMENTS

1. SCOPE OF SERVICES:

The State of New Hampshire Liquor Commission (“NHLC”) proposes to enter into an agreement with Wedu Inc. (“Contractor”) to provide advertising services. Services shall be accomplished in accordance with the specifications described herein, and in NHLC RFB #2013-13.

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE THE SERVICES DESCRIBED HEREIN.

2. PROJECT DELIVERABLES:

The NHLC’s deliverables for the future engagements shall consist of the following:

2.1. The Contractor will be responsible for, with the help of research provided by NHSLC and augmented by its own valid research, recommending marketing strategies, producing high quality advertising and promotional materials designed to meet the Liquor Commission’s goal of increasing wine and spirit revenues and profits. Such services may include but are not necessarily restricted to the following:

- 1) Creative Effort & Image Branding
- 2) Design, Copywriting & Proofreading
- 3) Production of Mechanicals/Artwork
- 4) Media Planning, Selection and Placement
- 5) Social Media
- 6) Public relations & special event marketing
- 7) Web based/ electronic advertising

2.2. The Contractor must provide all the administrative services of a recognized full-service advertising agency. This will include, but is not limited to, media calendars, job estimates, monthly budget and reconciliation updates, detailed monthly billings, and analysis of promotion effectiveness upon completion.

2.3. The Contractor will plan and develop CD-ROMs, videos, slide presentations, PowerPoint presentations, etc. and in the case of new technologies, Contractor will explore technical details and present NHSLC staff with viable options.

2.4. The Contractor shall meet bi-weekly with NHSLC staff to plan, communicate, and review creative advertising strategies, and their financial performance.

2.5. The Contractor will be responsible for recommending media schedules, negotiation and placement of media, including not only traditional media but digital media as well. Cost of placement will be net to NHSLC and it is expected that the Contractor will negotiate added value.

2.6. The Contractor will recommend advertising schedules for newspapers, magazines, television, radio, interactive and other media within a total annual budget as discussed in section 7.2 Funding.

EXHIBIT A – PART ONE

REQUIREMENTS

- 2.7. The Contractor will give guidance and support to other NHSLC contractors to ensure maximum synergy and results. This includes, but is not limited to website developer, public relations, website optimization, and research companies.
- 2.8. The Contractor will provide expertise in consumer marketing, domestic and international, to enhance and expand current target markets and increase revenue for the NHSLC. The Contractor must propose strategies to expand promotional efforts effectively into new markets and maintain traditional markets. Contractor will provide public relations/publicity support.
- 2.9. The Contractor must develop a strategy to position the State of New Hampshire uniquely apart from other competing states in order to protect and increase our market share. Said positioning must be in concert with those attributes which are valued by our residents and which build on our authentic assets.
- 2.10. The Contractor may provide printing services either directly or via sub-contract. Printing services may also be provided by the State's Bureau of Graphic Services through competitive bid. Contractor shall provide printing specifications, and press proofs, with NHSLC approval.
- 2.11. The Contractor will participate in industry events such as the New Hampshire Retail Grocers Association and NHSLC sponsored wine tastings to stay current on industry activities and trends.

3. PUBLIC RELATION SERVICES:

The Contractor will be required, either directly or through an approved provider, to provide public relations services on an as needed basis. When Public Relation services are requested by the NHSLC and if time allows, the Contractor will provide a cost estimate to be approved prior to work commencing. In some situations, time will not allow for this. These services may include, but are not necessarily restricted to, the following:

- 1) Improve and enhance the image of the NHSLC with the general public.
- 2) Increase public awareness of the favorable aspects of the NHSLC.
- 3) Provide human-interest stories of new employees and or promotions to the available media.
- 4) Provide support for all aspects of Press Conferences.
- 5) Provide press information on new initiatives, promotions/products.
- 6) Have a good working relationship with various editors, reporters and program managers of the existing/new media throughout the State.
- 7) Ability to provide Crisis Management

4. ON-LINE COLLABORATION TOOLS:

The NHSLC shall have the capability to conduct an on-line collaboration for advertising projects. For example: The NHSLC shall have the ability to view work in progress, status reports, etc. by going to the ad agency website or server which provides a secure area for review of such work. The ad agency may conduct E-Business communication by way of e-mail and the sending of files for review. This would include progress reports, graphic files and more. Also included would be audio and/or video electronic files through a common media

EXHIBIT A – PART ONE

REQUIREMENTS

player such as Real Player or Windows Media Player. Graphic Files sent must be in PC format compatible with the State of New Hampshire. Use of management programs are encouraged, these programs would be Microsoft project, Instant Message programs, software project management solutions and other.

The Contractor will provide web site promotional coordination, as needed, special events marketing, copywriting services and branding image.

5. GENERAL SERVICES:

5.1. Caution to Contractors: The services called for by this solicitation are critical to the needs of the New Hampshire State Liquor Commission. All contractual requirements will be strictly enforced. The Contractor will be held fully responsible for proper performance of contract requirements. The Liquor Commission expects a high standard of professionalism in performance of this contract. It is expected that an initial extra effort on the part of the Contractor will be provided to create and maintain a condition of excellence meeting the requirements of the Liquor Commission and their representative who shall be the sole judge of the level of excellence expected.

5.2. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of the work listed within work.

5.3. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the NHLC and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the NHLC representatives as given from time to time during the progress of the work, under the terms of this contract.

5.4. Subcontracting:

The Contractor is prohibited from subletting, conveying, assigning or otherwise disposing of any contract resulting from the RFP; its rights, title, or interest therein or its power to execute such agreement to any other company, corporation, or entity without the previous consent and written approval of the State. In the event the State approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibility and obligation to meet all the requirements of this RFP.

The Liquor Commission may select specific advertising/marketing subcontractors to perform special projects. In these instances the percentile retainer fee will not be allowed. No retainer fee or mark-up will be allowed for subcontractor activity unless approved by the Commission.

EXHIBIT A – PART ONE

REQUIREMENTS

- 5.5. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 5.6. The Contractor or their work staff shall not represent themselves as employees or agents of the State.
- 5.7. The Contractor shall be responsible in the event of theft or destruction of State property or personal property of State employees by its work staff.

5.8. Ownership of Work(s):

The State shall own all right, title and interest in and to any software, documentation, products, Point of Sale materials, advertising for television, radio, print, internet or other media, or deliverables which result from services rendered by the Contractor to the State under this Contract ("Work(s)"). For all purposes of copyright law, the Work(s) shall be deemed works made for hire of the State and copyright shall belong solely to the State. If any Work(s) are determined by a court of competent jurisdiction or by the state to be not a work made for hire, the Contractor agrees to assign, and hereby assigns, all copyright and other rights in such Work(s) to the State. The Contractor shall, at no additional expense to the State, assist the State to obtain copyrights, trademarks, or patents for all such Work(s) in the United the States and any other countries. The Contractor agrees to execute all papers and to give all facts necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such Work(s). The Contractor represents and warrants that the Work(s) shall be free of any claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

5.9. Accounting Records:

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with the generally accepted accounting principles and other procedures specified by the State of New Hampshire. Financial and accounting records shall be made available, upon request, to the NHSLC, or its designees and the State of New Hampshire, at all times during the contract period and any extension thereof, and for three (3) years from the expiration date of this contract.

5.10. Change in Work:

The NHSLC may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing and signed by the Commissioners or their designee before executing the work involved.

5.11. Access to Records:

The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to cost incurred under the agreement and to make such materials available at their offices at all

REQUIREMENTS

reasonable times during the period of this agreement and for three years from the date of the expiration of this agreement, for inspection by the NHSLC or any authorized representative of the State of New Hampshire and copies shall be furnished, if requested.

6. PROBLEM RESOLUTION:

- 6.1. The Contractor must have a single contact person, available during normal working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved.
- 6.2. The Liquor Commission designates the CFO, George Tsiopras, as Contract Administrator who will work with the Vendor to resolve problems that cannot be resolved by the end-users.
- 6.3. If at any time during this contract, there is a failure to perform service, deliver goods or perform any other term and condition of this agreement, the Contract Administrator will give written notice to the Vendor.

7. CONTRACT PERIOD & FUNDING

7.1. Contract Period:

The term of the contract shall be become effective upon execution hereof by the Liquor Commission and Governor and Executive Council and shall run through June 30, 2016. Prior to the completion of the such term, if the vendor notifies the Liquor Commission by an instrument in writing and both parties here to agree, then this contract may be extended for up to two-years upon written approval of the Liquor Commission and Governor and Executive Council.

7.2. Funding:

For budgeting purposes the NHSLC follows the State's fiscal year calendar which begins each year on July 1st and ends twelve months later on June 30 of the next respective year.

Funding for each fiscal year is \$2,142,457 and is appropriated for advertising services. These funds will be disbursed throughout the year based on actual performance and individual areas of expertise. FY 2015 ending June 30, 2015 marks the end of the biennial budget period. Funding is appropriated by the legislature on a biennial basis or every two years. Although future funding levels for this contract are expected to continue at or exceed the current FY 2013 funding level, no guarantees can be made as to the future budgets as they are ultimately determined by the legislature.

EXHIBIT B

BUDGET AND METHOD OF PAYMENT

FY 2014	FY 2015	FY 2016	Total
Liquor Commission and Attorney General's Office approval Thru June 30, 2014	July 1, 2014 Thru June 30, 2015	July 1, 2015 Thru June 30, 2016	Liquor Commission and Attorney General's Office approval Thru June 30, 2016
\$2,142,457.00	\$2,142,457.00	\$2,142,457.00	\$6,427,371.00

1. RETAINER FEE:

85% of Retainer Fee will be paid in 12 equal monthly installments, adjusted every 3 months.

11% of Total Annual Expenses – based on anticipated annual expenses.

The retainer fee is expected to cover the services noted in 1 through 5.

1. Client Services (including weekly and monthly meetings)
2. Media planning, recommendation and placement.
3. Accounting and Administration.

Hourly rates for other services:

- | | |
|--|------------------------------------|
| 4. Creative Design. | Hourly Rate: <u>\$ 95.00 / hr</u> |
| 5. Production | Hourly Rate: <u>\$ 75.00 / hr</u> |
| 6. Strategic Planning | Hourly Rate: <u>\$ 150.00 / hr</u> |
| 7. Copywriting | Hourly Rate: <u>\$ 110.00 / hr</u> |
| 8. Graphic Design | Hourly Rate: <u>\$ 75.00 / hr</u> |
| 9. Research | Hourly Rate: <u>\$ 125.00 / hr</u> |
| 10. Technical Development (web, app, etc.) | Hourly Rate: <u>\$ 125.00 / hr</u> |
| 11. Web Maintenance and Edits | Hourly Rate: <u>\$ 85.00 / hr</u> |

2. PUBLIC RELATIONS SERVICES:

If the need arises for Public Relation services, the NHSLC requests if time permits, a written estimate for approval prior to work commencing. It is understood that in some cases of urgency, time may not permit review/approval of a written estimate.

Hourly rate for Public Relation Services:

- | | |
|----------------------------|------------------------------------|
| 1. Public Relations | Hourly Rate: <u>\$ 95.00 / hr</u> |
| 2. Social Media Management | Hourly Rate: <u>\$ 75.00 / hr</u> |
| 3. Copywriting | Hourly Rate: <u>\$ 110.00 / hr</u> |

BUDGET AND METHOD OF PAYMENT

3. WEB BASED ADVERTISING/MARKETING/INTEGRATED PROGRAM:

The web based advertising and marketing program of the Liquor Commission is an essential component of the Liquor Commission's advertising budget.

Hourly rate for Web based services:

Hourly rate for Web Based Services:

- | | |
|--------------------------------|------------------------------------|
| 1. Web Based Advertising | Hourly Rate: \$ <u>95.00 / hr</u> |
| 2. Creative Concept | Hourly Rate: \$ <u>95.00 / hr</u> |
| 3. Production | Hourly Rate: \$ <u>75.00 / hr</u> |
| 4. Public Relations Management | Hourly Rate: \$ <u>95.00 / hr</u> |
| 5. Social Media Management | Hourly Rate: \$ <u>75.00 / hr</u> |
| 6. Copywriting | Hourly Rate: \$ <u>110.00 / hr</u> |

4. TRAVEL, LODGING AND MEALS:

Travel requests for meetings and conferences shall be pre-approved in writing by the New Hampshire Liquor Commissioners. Travel shall be subject to the same regulations imposed on State Employees. Travel requests, which are not pre-approved, shall not be reimbursed. This charge is not allowed in 1, 2, or 3 above.

Mileage Rate \$0.565

5. PRODUCTION:

Production means the physical creation of advertising materials, as follows:

Print Ads: involving layout, type specification, paste up, finished artwork or photography, type composition, phototype, photostats, printing plates and mats or negatives and proofs.

Point-of-Sale Materials: involving but not limited to layout, type specifications, paste up, finished artwork or photography, type composition, permanent signage, photostats, and printing.

Radio: involving script writing and direction, talent, studio costs, tape stock, reel and boxes supplied by subcontractors.

Television: involving script writing and direction, storyboards, talent, props, sets or location expenses, studios, photography or videotaping costs, release prints or videotapes. All services except script writing, direction and storyboards may be provided by subcontractors.

Web based advertising involving design, layout and copy and detail reports of results.

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

Production Mark-up: 15% on printing not provided by the State of NH

Note: A copy of the Contractors material invoices must be submitted with the billing to verify markup. The NHSLC will allow no other expenses incurred.

6. INVOICING:

All invoices must include detail of work performed, dates, location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.

All invoices must be submitted within 30 days of the fiscal year-end, (June 30th) of each year for work completed within the current fiscal year. It is the contractor's further responsibility to ensure that they have been paid within 60 days from the time of submittal. If invoices haven't been submitted within the above mentioned time frame, approval will be required from The Governor and Executive Council prior to any process of payments, which will delay the payment process.

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

A check will be issued through the State Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the contract. The State of New Hampshire Liquor Commission does not pay late charges or interest.

wedü

Certificate of Vote

I, Sean Owen, hereby certify that I am duly elected President of wedü. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 27, 2013 at which a quorum of the Board was present and voting.

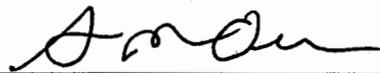
VOTED:

By unanimous vote, the corporation authorizes Sean Owen, on behalf of wedü, to enter into a specific contract with the State of New Hampshire for marketing services relating to the NH Liquor Commission, and further authorizes said officer to execute any documents which may in their judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remain in full force and effect as of June 25, 2013, and that Sean Owen is/are the duly elected President of this corporation.

Attest:

Date: 6/25/2013



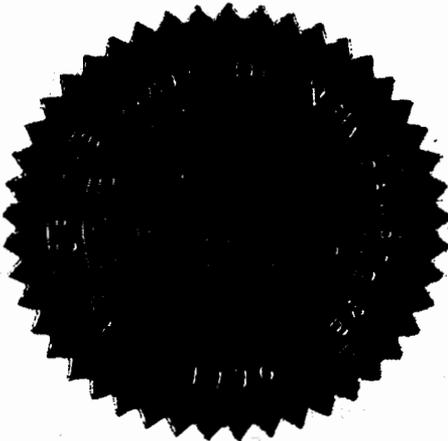
Sean Owen



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 Wedu, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 31, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of June, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2013

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 Wieczorek Insurance 166 Concord St. Manchester NH 03104		CONTACT NAME: Nicki Renaud PHONE (A/C No. Ext): (603) 668-3311 FAX (A/C. No.): (603) 668-8413 E-MAIL ADDRESS:																						
INSURED Wedudesign, Inc. 20 Market Street Manchester NH 03101		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Citizens Insurance Company of</td> <td>31534</td> </tr> <tr> <td>INSURER B:</td> <td>Axis Reinsurance Company</td> <td></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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Insurance Company of	31534	INSURER B:	Axis Reinsurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL1342304303 **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 INSR	SUBR 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	Y	Y	OBV 863471306	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	OBV 863471306	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y		OBV 863471306	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	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	MA NH RI 3(a) Excluded: Sean Owen WBV863045906	4/1/2013	4/1/2014	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Advertising E&O PI&AI-BI&PD Multimedia	N	N	MCN000161721301	4/1/2013	4/1/2014	each loss & total limit of ins. \$1,000,000 self insured retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate of Insurance is subject to policy terms, conditions and limitations. Certificate holder is NH State Liquor Commission. Cancellation notice exception: 10 days notice applies for non-payment of premium and/or substantial increase in hazard.

CERTIFICATE HOLDER**CANCELLATION**

NH State Liquor Commission Tina Demers PO Box 503 Concord, NH 03302-0503	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 R Wieczorek/NICKI
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