



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

MLC  
116

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

May 17, 2022

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

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

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

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

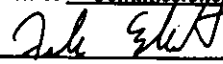
Now come the New Hampshire Department of Education, hereinafter "the Agency," and Cookson Strategies Corporation, Manchester, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Governor on 11-10-2020, amended on 3-8-21, and submitted to G&C on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

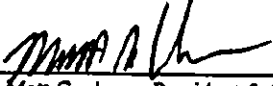
1. Amend Section 1.6 of form P-37 by removing December 31, 2022 and replacing with December 31, 2023
2. Amend Section 1.7 of form P-37 by increasing the price limitation by \$105,000 from \$150,000 to \$255,000
3. Remove Exhibit A-2 Special Provisions and replace with Exhibit A-3 Special Provisions
4.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

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

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

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

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

  
Christopher Bond, Attorney General's Office

**EXHIBIT A-3  
Special Provisions**

Additional Exhibits D-G

**Federal Certification 2 CFR 200.415**

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

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

COVID Contract Amendment 3

Contractor Initials mc  
Date 5/18/22

**EXHIBIT B-3**  
**Scope of Work**

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

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

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

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

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

For each of these projects, Cookson Strategies will:

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

COVID Contract Amendment 3

Contractor Initials MC  
Date 3/18/22

**EXHIBIT C-3  
Method of Payment**

**BUDGET**

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

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

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

|   | <b><u>FY22<br/>Total</u></b> | <b><u>FY22<br/>Increase</u></b> | <b><u>FY23<br/>Increase</u></b> | <b><u>Adjusted<br/>Total</u></b> |
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| Total   | \$150,000                    | \$30,000                        | \$75,000                        | \$255,000                        |

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

Invoices and reports shall be submitted to:

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

COVID Contract Amendment 3

Contractor Initials *ME*  
Date *5/10/22*

## EXHIBIT D

### Contractor Obligations

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

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

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

#### **Breach**

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

#### **Fraud and False Statements**

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

#### **Environmental Protection**

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

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

#### **Procurement of Recovered Materials**

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

Revised 6-25-21

Contractor Initials *MC*  
Date *5/18/22*

Exhibit E

Federal Debarment and Suspension

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

Revised 6-25-21

Contractor Initials MR  
Date 5/19/22



Exhibit F

Anti-Lobbying

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

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

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

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

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

Revised 6-25-21

Contractor Initials MR  
Date 5/18/21

## Exhibit G

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

#### Rights to Inventions Made Under a Contract or Agreement

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

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

#### Confidentiality

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

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

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

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

#### Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials MS  
Date 5/18/22

# State of New Hampshire

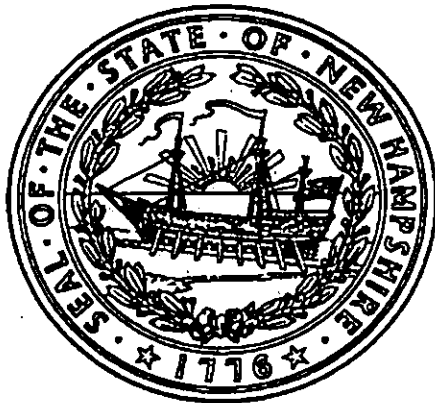
## Department of State

### CERTIFICATE

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

Business ID: 632563

Certificate Number: 0005779863



IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE**

(Corporation without a Seal)

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

- (1) I am the duly elected clerk of Cookson Strategies Corporation  
(Corporation Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 18, 2022.  
(date)

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

RESOLVED: That Matt Cookson President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 18 day of May, 2022  
(day, month, yr) (must be same date as the contract date)

- (4) Kristen Lestock is the duly elected Sr Director Comm + Client Engager of the corporation  
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 18 day of May, 2022.

Kristen Lestock  
(Signature of Clerk of Corporation)



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

|   |  |   |                     |
|---|--|---|---------------------|
| <b>PRODUCER</b><br>FIAI/Cross Insurance<br>1100 Elm Street<br>Manchester NH 03101           |  | <b>CONTACT NAME:</b> Abby Kokkinos<br><b>PHONE (A/C, Hx, Ext):</b> (603) 689-3216<br><b>FAX (A/C, Hx):</b> (603) 645-4331<br><b>E-MAIL ADDRESS:</b> abby.kokkinos@crossagency.com |                     |
| <b>INSURED</b><br>Cookson Strategies Corporation<br>36 Lowell Street<br>Manchester NH 03101 |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                     |
|   |  | <b>INSURER A:</b> Travelers Casualty Insurance Co. of America   | <b>NAIC #</b> 19048 |
|   |  | <b>INSURER B:</b> Travelers Prop. Cas. Co. of America   | <b>25874</b>        |
|   |  | <b>INSURER C:</b>   |                     |
|   |  | <b>INSURER D:</b>   |                     |
|   |  | <b>INSURER E:</b>   |                     |
|   |  | <b>INSURER F:</b>   |                     |

**COVERAGES**      **CERTIFICATE NUMBER:** 21-22 All Lines      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADD/CHG/INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |              | [REDACTED]    | 11/26/2021              | 11/26/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000<br>MED EXP (AW one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/POP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |              | [REDACTED]    | 11/26/2021              | 11/26/2022              | COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |              | [REDACTED]    | 11/26/2021              | 11/26/2022              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N     | [REDACTED]    | 11/26/2021              | 11/26/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                     |

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

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Dept of Education<br>101 Pleasant St.<br>Concord NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Abby Kokkinos</i> |
|--|--|

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MLC



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

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

October 29, 2021

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

**REQUESTED ACTION**

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

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

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

**EXPLANATION**

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

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

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

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

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

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

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

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

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

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

STATE OF N/A COVID 19

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

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

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

Commission Expires \_\_\_\_\_

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

Christopher Bond  
Christopher Bond, Attorney General's Office



**EXHIBIT A-2  
Special Provisions**

Additional Exhibits D-G

**Federal Certification 2 CFR 200.415**

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

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

**EXHIBIT B-2**  
**Scope of Work**

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

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

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

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

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

For each of these projects, Cookson Strategies will:

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

**EXHIBIT C-2  
Method of Payment**

**BUDGET**

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

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

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

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

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

Invoices and reports shall be submitted to:

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

## EXHIBIT D

### Contractor Obligations

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

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

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

#### **Breach**

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

#### **Fraud and False Statements**

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

#### **Environmental Protection**

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

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

#### **Procurement of Recovered Materials**

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

Revised 6-25-21

Contractor Initials ML  
Date July 26, 21

## Exhibit E

### Federal Debarment and Suspension

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

## Exhibit F

### Anti-Lobbying

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

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

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

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

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

Revised 6-25-21

Contractor Initials MC  
Date 10/26/21

## Exhibit G

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

#### Rights to Inventions Made Under a Contract or Agreement

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

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

#### Confidentiality

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

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

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

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

#### Ownership of Intellectual Property

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

Revised 6-25-21

Contractor Initials ML  
Date 10/26/21

# State of New Hampshire

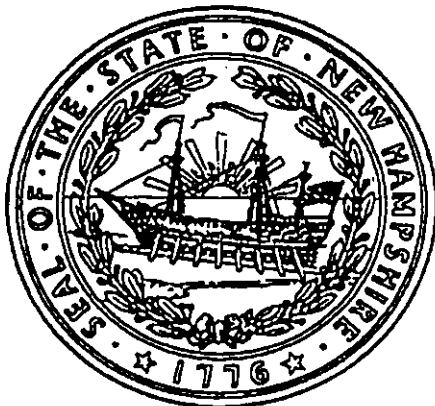
## Department of State

### CERTIFICATE

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

Business ID: 632563

Certificate Number: 0005459556



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**  
(Corporation without a Seal)

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

(1) I am the duly elected clerk of Cookson Strategies Corporation.  
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 10/26/21.  
(date)

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

RESOLVED: That Matthew Cookson President + CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 26<sup>th</sup> day of Oct, 2021.  
(day, month, yr) (must be same date as the contract date)

(4) Matthew Cookson is the duly elected President + CEO of the corporation.  
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 26<sup>th</sup> day of Oct, 2021.

Marian Caisse  
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, the foregoing instrument was acknowledged before me.

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

\_\_\_\_\_ N/A COVID19 \_\_\_\_\_

My commission expires on:

Notary Public/Justice of the Peace



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

|   |  |   |                        |
|---|--|---|------------------------|
| <b>PRODUCER</b><br>FIAI/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101           |  | <b>CONTACT NAME:</b> Abby Kokkinos<br><b>PHONE (A/C, No, Ext):</b> (603) 689-3216<br><b>FAX (A/C, No):</b> (603) 645-4331<br><b>E-MAIL ADDRESS:</b> abby.kokkinos@crossagency.com |                        |
| <b>INSURED</b><br>Cookson Strategies Corporation<br>38 Lowell Street<br><br>Manchester NH 03101 |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                        |
|   |  | <b>INSURER A:</b> Travelers Casualty Insurance Co. of America   | <b>NAIC #</b><br>19048 |
|   |  | <b>INSURER B:</b> Travelers Prop. Cas. Co. of America   | <b>25674</b>           |
|   |  | <b>INSURER C:</b>   |                        |
|   |  | <b>INSURER D:</b>   |                        |
|   |  | <b>INSURER E:</b>   |                        |
|   |  | <b>INSURER F:</b>   |                        |

**COVERAGES** CERTIFICATE NUMBER: 21-22 All Lines REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL     | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|----------|------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |          |      | [REDACTED]    | 11/26/2021              | 11/26/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY  |          |      | [REDACTED]    | 11/26/2021              | 11/26/2022              | COMBINED SINGLE LIMIT (Per person) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |          |      | [REDACTED]    | 11/26/2021              | 11/26/2022              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N | N/A  | [REDACTED]    | 11/26/2021              | 11/26/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

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

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Dept of Education<br>101 Pleasant St.<br><br>Concord NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Abby Kokkinos</i> |
|--|--|

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MAR25'21 PM 3:06 RCVD

Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

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

March 22, 2021

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and suspend the Manual of Procedures 150, V., B., 1., requirement, Governor Sununu authorized the Department of Education to amend the existing sole source contract with Cookson Strategies Corporation, Manchester, NH (Vendor Code #218944), by increasing the not to exceed amount by \$60,000 from \$30,000 to \$90,000 and extending the completion date from September 30, 2021 to December 31, 2021 to provide professionally designed handouts, posters, mail pieces, and flyers to communicate critical messaging and raise awareness to information and issues relative to COVID-19. This contract was originally approved by the Governor on November 10, 2020. 100% Federal Funds.

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

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

**EXPLANATION**

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

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

Page 2 of 2

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

2



Frank Edelblut  
Commissioner

Christina Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3498  
FAX (603) 271-1963

March 3, 2021

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

**REQUESTED ACTION**

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

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

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

**EXPLANATION**

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

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

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, and 2021-02 and suspend the Manual of Procedures 150, V., 8., 1., requirement.

3.8.21  
Date

  
Governor Christopher T. Sununu

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency", and Cookson, Strategics Corporation, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Governor on 11-10-2020 hereby agree to modify, amend, as follows:

1. Amend Section 1.6 of form P-37 by removing September 30, 2021 and replacing with December 31, 2021

2. Amend Section 1.7 of form P-37 by increasing the price limitation by \$50,000 from \$30,000 to \$80,000

3. Remove Exhibit A Special Provisions and replace with Exhibit A-1 Special Provisions

4. Remove Exhibit B Scope of Work and Replace with Exhibit B-1 Scope of Work

5. Remove Exhibit C Method of Payment and replace with Exhibit C-1 Method of Payment

6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

7. This amendment shall come into force upon Governor approval and shall terminate on (December 31, 2021).

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

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

THE STATE OF NEW HAMPSHIRE

Department of Education

(Agency)

Division of Commission, State Office

Frank Cochran, Contract Manager of Education

By: [Signature]  
Date: 3/2/21

Cookson, Strategics Corporation

STATE OF \_\_\_\_\_

(On this day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactory proof) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes hereon contained.)

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

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

Commission Expires \_\_\_\_\_

Approved as to form, substance and execution by the Attorney General this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attorney General's Office

EXHIBIT A-1  
Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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



EXHIBIT B-1  
Scope of Work

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

In collaboration with the Office of the Commissioner of Education, plan and develop professionally designed handouts, posters, mail pieces and flyers as well as develop and execute communication plans to disseminate critical messaging and raise public awareness and education related to information and issues relative to COVID-19.

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

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

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

Known pieces include:

- Expectations for a remote or hybrid learning model
- Helping your student get the most out of remote or hybrid learning opportunities
- Modern States free CLEP/college tuition program
- What options do I have as a parent's have if I am unhappy with my school's response to concerns I raise.

For each of these projects, Cookson Strategies will:

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

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

EXHIBIT C-1  
Method of Payment

**BUDGET**

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

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

**Funding Source:** Funds to support the request are available in the account titled Grants AC1#3 Education Fund for FY21, and are anticipated to be available in FY22, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified.

|   | FY21<br>Current | FY21<br>Increase | FY22     | Total    |
|---|-----------------|------------------|----------|----------|
| 06-56-56-562010-19130000-072-509073<br>Grants Federal | \$30,000        | \$30,000         | \$30,000 | \$90,000 |

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

Invoices and reports shall be submitted to:

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

## EXHIBIT D

### Contractor Obligations

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

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

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

#### Breach

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

#### Fraud and False Statements

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

#### Environmental Protection

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

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

#### Procurement of Recovered Materials

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

Contractor's Name: 2823111  
Date: 2/1/11

Exhibit E

Federal Debarment and Suspension

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

Contractor: *[Signature]*  
Date: *[Date]*

Exhibit F

Anti-Lobbying

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

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

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

Contractor Initials: *MC*  
Date: *5/23/11*

Exhibit G

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

**Rights to Inventions Made Under a Contract or Agreement**

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

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

**Confidentiality**

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

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

Confidential information means all data and information related to the business and operation of the DOE, including, but not limited to all school and student data contained in NH Title XV, Education, Chapters 184-200.

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

**Ownership of Intellectual Property**

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

Contractor initials *MC*  
Date *2/21/01*

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

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

Business ID: 632963

Certificate Number: 0005928211



IN TESTIMONY WHEREOF,

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

Handwritten signature of William M. Gardner in cursive.

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Certificate without a Seal)

I, Melvin Grosse  
do hereby certify that

(1) I am the duly elected clerk of Leicester Shingles Corporation

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 1/29/21  
Corporation duly held on

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

**RESOLVED:** That Melvin Grosse be and he is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the day of March, 2021

(4) Melvin Grosse is the duly elected President/CEO of the corporation

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 29th day of March, 2021

Melvin Grosse

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ 20\_\_\_\_ the foregoing instrument was acknowledged before me.  
In witness whereof I hereunto set my hand and official seal.

My commission expires on \_\_\_\_\_  
Notary Public/Justice of the Peace  
N/A COVID 19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS INVOLVED, 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 endorsements.

|   |  |   |
|---|--|---|
| <b>PRODUCER</b><br>FIA/Cross Insurance<br>1100 Elm Street<br>Manchester<br>NH 03101           | <b>AGENT</b><br>Adey, Kathleen<br>(603) 899-3219<br>kadey@fiacross.com<br>fiacross.com | <b>INSURER(S) ADDRESS</b><br>Transfers Casualty Insurance Co. of America<br>188-88<br>23674 |
| <b>INSURED</b><br>Cashco Strategies Corporation<br>38 Lowell Street<br>Manchester<br>NH 03101 | <b>INSURER(S)</b><br>INSURER 1<br>INSURER 2<br>INSURER 3<br>INSURER 4                  |   |

COVERAGES      CERTIFICATE NUMBER: 20-2148 lines      REVISION NUMBER:

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

| CLASS | TYPE OF INSURANCE  | COVERAGE | POLICY NUMBER | POLICY DATE (MM/DD/YYYY) | POLICY DATE (MM/DD/YYYY) | LIMITS  |
|-------|--|----------|---------------|--------------------------|--------------------------|---|
| A     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> POLICY <input type="checkbox"/> AGENT <input type="checkbox"/> LOC<br>OTHER:  |          | [REDACTED]    | 11/28/2020               | 11/28/2021               | EACH OCCURRENCE<br>COMMON TO RELATED<br>OPERATIONAL ACTIVITIES<br>MED EXP (per person)<br>PERSONS & PROP INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMPLETE ANY<br>\$ 1,000,000<br>\$ 300,000<br>\$ 9,000<br>\$ 1,000,000<br>\$ 2,000,000<br>\$ |
| A     | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-SCHEDULED AUTOS ONLY<br>OTHER: |          | [REDACTED]    | 11/28/2020               | 11/28/2021               | OWNED AUTOS LIABILITY<br>BODILY INJURY (per person)<br>BODILY INJURY (per accident)<br>PROPERTY DAMAGE (per accident)<br>\$ 1,000,000<br>\$<br>\$   |
| B     | <input checked="" type="checkbox"/> MICROLENS LIME<br><input type="checkbox"/> EXCESS LIME<br><input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>OTHER:  |          | [REDACTED]    | 11/28/2020               | 11/28/2021               | EACH OCCURRENCE<br>AGGREGATE<br>\$ 1,000,000<br>\$ 1,000,000<br>\$  |
| B     | WORKERS COMPENSATION AND EMPLOYER LIABILITY<br><input checked="" type="checkbox"/> WORKERS COMPENSATION<br><input checked="" type="checkbox"/> EMPLOYER LIABILITY<br><input type="checkbox"/> BOTH<br><input type="checkbox"/> NEITHER<br>OTHER:   |          | [REDACTED]    | 11/28/2020               | 11/28/2021               | <input checked="" type="checkbox"/> PER-EMPLOYEE<br><input type="checkbox"/> PER-ACCIDENT<br>\$ 1,000,000<br>\$ 800,000<br>\$ 800,000<br>\$ 800,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>DOE<br>101 Pleasant Street<br>Concord<br>NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Kathleen Adey</i> |
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W



Frank EdoChief  
Commissioner

Christine Swanson  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3888  
FAX (603) 271-1980

November 6, 2020

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

**REQUESTED ACTION:**

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

Funds to support this request are available in the account titled CARES Act#3 Education Fund for FY21 as follows:

|  |                          |
|--|--------------------------|
| 06-56-56-562010-19130000-102-500731 Contracts for Program Services | <b>FY21<br/>\$30,000</b> |
|--|--------------------------|

**EXPLANATION:**

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

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

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

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

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

11-10-2020  
Date

  
Governor Christopher T. Sununu

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




**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary shall 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**

**IDENTIFICATION:**

|  |                                     |   |                                  |
|--|-------------------------------------|---|----------------------------------|
| 1.1 State Agency Name<br>Department of Education   |                                     | 1.2 State Agency Address<br>101 Pleasant Street, Concord, NH 03301                        |                                  |
| 1.3 Contractor Name<br>Coulson Strategic Corporation   |                                     | 1.4 Contractor Address<br>36 Lowell Street, Manchester, NH 03101                          |                                  |
| 1.5 Contractor Phone Number<br>603-723-8193  | 1.5 Account Number<br>See Exhibit C | 1.6 Completion Date<br>9-30-2021  | 1.7 Price Limitation<br>\$30,000 |
| 1.8 Contracting Officer for State Agency<br>Frank Edzards, Commissioner of Education   |                                     | 1.10 State Agency Telephone Number<br>(603) 271-3144                                      |                                  |
| 1.11 Contractor Signature<br> Date: 11/04/20  |                                     | 1.11 Name and Title of Contractor Signatory<br>Matt Coulson, President & CEO              |                                  |
| 1.13 State Agency Signature<br> Date: 11-6-20   |                                     | 1.14 Name and Title of State Agency Signatory<br>Frank Edzards, Commissioner of Education |                                  |
| 1.15 Approval by the NH Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, Div:  |                                     |   |                                  |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  Date: 11/9/20 |                                     |   |                                  |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>O&C file number: _____ O&C Meeting Date: _____  |                                     |   |                                  |

Contractor Initials MC  
Date 11/6/20

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("Date"), 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 to 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 1.17 ("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 in Services performed. Contractor must complete all Services by the Obligation 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 commencement of payments hereunder, are contingent upon the availability and continued appropriation of funds allotted 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 over, 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

reimbursement 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 damages required or permitted by N.H. RSA 107 through RSA 107-e 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 federal, state, local, 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 orders, and with any rules, regulations and guidelines of the State or the United States, issued to implement these regulations. The Contractor shall also comply with all applicable federal and project 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, marital 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 conditions, 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, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a consultant 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, as defined 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: *MC*  
Date: *11/1/00*

**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, at its sole discretion, or any 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 the time frame 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 thereby cured, terminate this Agreement, effective two (20) 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 until remedying the portion of the contract which remains uncompleted; agree to the Contractor's default; 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, upon the Agreement as amended, 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, to whom or to be paid, 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 D. 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 Termination 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, forecasts, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, exhibits, 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 by purchase 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.M. RSA Chapter 51-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 to act as 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 advantages provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign or otherwise transfer any interests 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 interest, or comparable 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 subcontract 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 provided 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 damage, 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 omissions of the

Contractor Initials: *MC*  
Date: *1/1/20*

Contractor, or subcontractor, including but not limited to the design, construction or installation contract. 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 contract, 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 the facts, and shall require any subcontractor or employee 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 updated items of this coverage from covering all property subject to subparagraph 14.1 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 insurance required under this Agreement no later than ten (10) days prior to the expiration date of each business policy. The certificate(s) of insurance and any relevant proof shall be attached and be 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 employee to secure and maintain, payment of Workers' Compensation in connection with all activities which the parties propose 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 to the extent described in N.H. RSA chapter 281-A and any applicable regulation(s) thereof, which shall be attached and be incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claims or benefits 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 herein to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, to a United States Post Office addressed to the parties at the addresses given in blocks 1.3 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties herein and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless as 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 to conform with the laws of the State of New Hampshire, and in binding upon and in favor of the benefit of the parties and their respective successors, heirs and assigns. The wording used in this Agreement (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 action arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this F-37 form (as modified by EXHIBIT A) and/or attachments and amendments thereto, the terms of the F-37 (as modified by EXHIBIT A) shall control.

20. THIRD PARTIES. The parties herein 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 carrying out 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 remainder 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 herein.

**EXHIBIT A  
Special Provisions**

**Additional Exhibits D-G**

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Contract between Coalition Strategies Corporation (CSC) and the New Hampshire Department of Education

Page 1 of 3

Contractor Initials: *CSC*  
Date: *11/20*

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**EXHIBIT B**  
**Scope of Work**

Coolzon Strategies Corporation will provide the following services to the New Hampshire Department of Education effective upon Governor approval through September 30, 2021:

In collaboration with the Office of the Commissioner of Education, plan and develop professionally designed handouts, posters, mail pieces and flyers as well as develop and execute communication plans to disseminate official messaging and raise public awareness and education related to information and issues relative to COVID 19.

Coolzon Strategies Corporation, through other funding sources, has already developed communication pieces and helped with the dissemination for the topics of "5 Steps to expect a student or staff member tests positive for COVID-19" (developed in 5 languages) and "Recommendations for Staying Connected with Remote Learners." Both of these informational pieces were widely distributed to both educators and families across the state.

On further contract and/or scope further development and dissemination of these types of communications, some currently known and some that will be developed.

**Known pieces include:**

- Expectations for a remote or hybrid learning model
- Helping your student get the most out of remote or hybrid learning opportunities
- Modern States free CLD/college tuition program
- Free tutoring offering coming in January
- What options do I have as a parent if I am unhappy with my school's response to concerns I raise.

For each of these projects, Coolzon Strategies will:

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

**EXHIBIT C**  
**Method of Payment**

**BUDGET**

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

Limitation on Price: In no case shall the total budget exceed the price limitation of \$30,000.

Funding Source: Funds to support this request are available in the account titled Concord AC 83 Education Fund for FY21 as follows:

06-66-662010-19130000-102-300731 Contract for Program Services

\$721  
\$30,000

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

Invoices and reports shall be submitted to:

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

DDG87-D

#### Contractor Obligations

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

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

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

#### Breach

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

#### Fraud and False Statements

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

#### Environmental Protection

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

The Contractor is required to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857, (h)), Section 306 of the Clean Water Act (33 U.S.C. 1346), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the EPA and to the U.S. EPA Assistant Administrator for Enforcement.

#### Procurement of Recovered Materials

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

Contractor Name: *ABC*  
Date: *1/1/00*

**Exhibit I**

**Federal Debarment and Suspension**

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

Contractor Initials: *ABC*  
Date: *1/16/20*

Section 7

Anti-Lobbying

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

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

- a. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence any official or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with the instructions (<http://www.whitehouse.gov/omb/ggrah/2010.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractors and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials: *[Signature]*  
Date: *11/11/10*

**Exhibit G**

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

**Rights to Inventions Made Under a Contract or Agreement**

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

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with Government Patent Policy and 37 CFR 1.401.

**Confidentiality**

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

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

Confidential Information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in 34 CFR Part 101, Education, Chapters 186-200.

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

**Ownership of Intellectual Property**

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

Contractor Initials: *[Signature]*  
Date: *11/14/90*

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

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

Business ID: 63360

Certificate Number: 0005028291



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOICE**  
(Corporation, without a Seal)

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

(1) I am the duly elected clerk of Cookson Strategies Corporation  
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 10/14/2020  
(Date)

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

RESOLVED: That Matthew Cookson, President, CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as hereto may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 14th day of Oct, 2020  
(day, month, yr) (must be same date as the contract date)

(4) Matthew Cookson is the duly elected President, CEO of the corporation.  
(name of contract signatory) (title of contract signatory)

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

Marion Caruso  
(Signature of Clerk of Corporation)

Notarization has been waived due to COVID-19

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, the foregoing instrument was acknowledged before me.

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

My commission expires on:

\_\_\_\_\_  
Notary Public/Justice of the Peace





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must have ADDITIONAL ENDORSED provisions or be endorsed. A SUBSTITUTION IS REQUIRED. Refer to the terms and conditions of the policy which policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in line of each endorsement(s).


|   |  |  |
|---|--|--|
| <b>PRODUCER</b><br>PMA/Over Insurance<br>1100 Elm Street<br><br><b>Member</b><br>NH 03101 | <b>INSURED</b><br>Graham Research Corporation<br>30 Laurel Street<br><br><b>Member</b><br>NH 03101 | <b>Car(s) Make:</b><br>(Year) (Make) (Model)<br>(Year) (Make) (Model)<br>(Year) (Make) (Model)<br><br><b>Insured's Business Name:</b><br>(Year) (Make) (Model)<br>(Year) (Make) (Model)<br>(Year) (Make) (Model)<br><br><b>Insured's Address:</b><br>(Year) (Make) (Model)<br>(Year) (Make) (Model)<br>(Year) (Make) (Model) |
|---|--|--|

### COVERAGES CERTIFICATE NUMBER: 1020 Issue 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 HEREON IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PPD CLAIMS.

| TYPE OF INSURANCE   | POLICY PERIOD | INSURANCE COMPANY | START DATE | END DATE   | LIMITS  |
|---|---------------|-------------------|------------|------------|---|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> ISO <input type="checkbox"/> LSC<br><input type="checkbox"/> OTHER |               |                   | 11/23/2019 | 11/23/2020 | SOLE OCCURRENCE: 1,000,000<br>CLAIMS-MADE: 100,000<br>ISO POLICY: 1,000<br>OCCUR: 1,000,000<br>POLICY: 1,000,000<br>PRODUCTS: 1,000,000   |
| <b>EMPLOYER'S LIABILITY</b><br><input type="checkbox"/> ANY AND ALL<br><input type="checkbox"/> DISEASE AND/OR ACCIDENT ONLY<br><input type="checkbox"/> ACCIDENT ONLY<br><input type="checkbox"/> RETIREMENT   |               |                   |            |            | POLICED EMPLOYER'S LIABILITY: 0<br>UNPOLICED EMPLOYER'S LIABILITY: 0<br>SICKLY INJURY (PER ANNUM): 0<br>SICKLY INJURY (PER MONTH): 0<br>PRODUCTIVITY LOSS (PER ANNUM): 0        |
| <input checked="" type="checkbox"/> FIDELITY-BOND<br><input type="checkbox"/> CHECKS AND DEPOSITS<br><input type="checkbox"/> OTHER   |               |                   | 11/23/2019 | 11/23/2020 | SOLE OCCURRENCE: 1,000,000<br>ACCIDENTS: 1,000,000  |
| <b>NON-EMPLOYER'S LIABILITY</b><br><input type="checkbox"/> ANY AND ALL<br><input type="checkbox"/> DISEASE AND/OR ACCIDENT ONLY<br><input type="checkbox"/> ACCIDENT ONLY<br><input type="checkbox"/> RETIREMENT   |               |                   | 11/23/2019 | 11/23/2020 | <input checked="" type="checkbox"/> FIDELITY-BOND<br><input type="checkbox"/> FIDELITY-BOND<br><input type="checkbox"/> FIDELITY-BOND<br><input type="checkbox"/> FIDELITY-BOND |

DESCRIPTION OF OPERATING FLOORS/VEHICLES (ACORD 109, Additional Remarks Schedule, may be attached if space is required). Refer to policy for exclusions, endorsements and special provisions.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER:</b><br>State of New Hampshire Department of Education<br>101 Pleasant Street<br>Concord<br>NH 03301 | <b>CANCELLATION:</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE:<br> |
|--|--|