



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

May 17, 2022

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

Since the founding of Cookson Strategies Corporation in 2010, they have done a significant amount of work across New Hampshire on projects that provide visibility around causes or actions designed to improve quality of life, education and economic development. Some of their current and past clients include the University System of New Hampshire, the Community College System of New Hampshire, Regional Services and Education Center, 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	
· · · · · · · · · · · · · · · · · · ·	/19/2022
Frank Edelblut, Commissioner of Education	Date
Cookson Strategies Corporation	
By: MARA A LA	1,8/22
Matt Cookson, President & CEO	Date
Approved as to form, substance and execution by the Attorney General this day of day of	, 20_22
The Re	
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 S/19/22

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 Yesl Every Student.

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

For each of these projects, Cookson Strategies will:

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

COVID Contract Amendment 3

Contractor Initials MC Date 5/18/22

EXHIBIT C-3 Method of Payment

BUDGET

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

<u>Limitation for Price</u>: 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.

<u>Funding Source</u>: 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.

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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 ML Date 5/10/27

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 K 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 M Date 1/19/21

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.

Contractor Initials M

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

Confractor Initials M. / 22

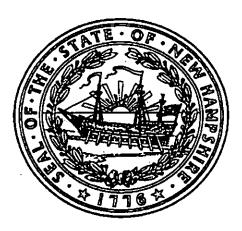
State of New Hampshire Department of State

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 1D: 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.

David M. Scanlan Secretary of State

CERTIFICATE OF VOTE

(Corporation without a Seal) do hereby certify that: me of the Clerk of the Corporation, cannot be signatory) (1) (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, 2011. RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education. RESOLVED: That (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 1 Clent Enga gue is the duly elected Sr Directur Comm (4) IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this _, 20<u>,**23.2**_</u>

(Signature of Clerk of Corporation)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ODMYYY) 10/25/2021

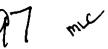
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 and orsement(s).

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			[*	UTHORIZED REPRESEN	-	- <u>-</u> -			
	Concord		NH: 03301		ally	Koloni			







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

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Contracts for Program Services				

EXPLANATION

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

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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)

		(Agency)	
		Division of Commissioner's Office	
•		By: 326 EM 11-2-21	_
		Frank Edelblut, Commissioner of Education Date	
		Cookson Strategies Corporation	_
		By: Mrs 10/26/21	_
		Matt Cookson, President & CEO Date	
STATE OF N/	A COVID 19		
whose name is therein contained	subscribed to the with	in instrument and acknowledged that he/she executed the same for the purpos	5 e :
In witness wher	eof, I hereto set my ha	and official seal.	
	N/A COVID 19		
No	tary Public/Justice of t	he Peace Commission Expires	
Approved as to	form, substance and c	execution by the Attorney General this 4th day of Nov 202	ļ
		Ch Fu	
		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).

COVID Contract Amendment 2 between Cookson Strategies Corporation and the New Hampshire Department of Education

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:

- 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
- The DOE will hold the right to reproduce these work products in an unlimited capacity

COVID Contract Amendment 2 between Cookson Strategies Corporation and the New Hampshire Department of Education

Contractor Initials MC Date 1010

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 8-2.

<u>Umitation on Price</u>: In no case shall the total budget exceed the price limitation of \$150,000.

<u>Funding Source:</u> 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> Increase	<u>Total</u>
06-56-56-562010-19130000-072-500731 Grants Federal	\$60,000	\$30,000	\$0	\$90,000
06-56-56-562010-24370000-072-500731 Grants Federal	\$ 0	\$0	\$55.000	\$55,000
06-56-56-562010-25030000-102-500731 Contracts for Program Services	\$0	\$ O	\$5,000	\$5,000

<u>Method of Payment:</u> 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 2 between Cookson Strategies Corporation and the New Hampshire Department of Education

Contractor Initials MC Date 10126/21

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 11/26/31

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 Initials MC Date 10/26/31

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 tower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials AC

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 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 M(
Date 10/26/2)

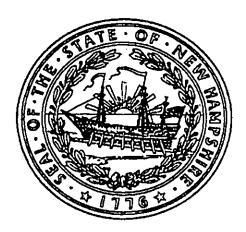
State of New Hampshire Department of State

CERTIFICATE

1, 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, 2010.1 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.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE (Corporation without a Seal)

·!,	Marian (gisse	
	(Name of the Clerk of the Corporation, cannot be	signatory i
(1)	I am the duly elected clerk of(Co	Strategies Corporation
(2)	The following are true copies of the resolutions of Corporation duly held on /c/26/21	uly adopted at a meeting of the Board of Directors of the
	RESOLVED: That this Corporation enter into a its Department of Education.	contract with the State of New Hampshire, acting through
	RESOLVED: That Matthew (co) (Name of Contract Signator) is hereby authorized on behalf of this Agency to a and all documents, agreements and other instrum- thereto, as he/she may deem necessary, desirable	enter into the said contract with the State and to execute
(3)		ed or revoked, and remain in full force and effect as of the
(4)	(name of commen signation)	d <u>President + CEO</u> of the corporation.
м w: ——	ITNESS WHEREOF. I have hereunto set my hand as 20 21	the Business Representative of the Corporation this
	<i>)</i>	Marian Coine (Signature of Clerk of Corporation)
STAT	E OF NEW HAMPSHIRE	
COUN	/TY OF	
	On, 20, the foregoing instrume	nt was acknowledged before me.
	In witness whereof I hereunto set my hand and offi	cial seal.
	·	N/A COVID19
	My commission expires on:	Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMODWYYY) 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.

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Frank Edelblut Commissioner Christine Brennan Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasent Street Concord, N.H. 03301 TEL. (803) 271-3495 FAX (803) 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.

	Current	FY21	<u>FY22</u>	<u>Total</u>
06-56-56-562010-19130000-072-500731 Grants Federal	<u>FY21</u> \$30.000	\$30,0 0 0	\$30,000	\$90.000

EXPLANATION

This request is sole source because when new information about the virus arises, the Department needs to act swiftly to get the ward out. Cookson has supported the wark of the Department thus far during the pandemic, and with the significant increase in programing 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, 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 request.

Respectfully submitted.

Frank Edelblut

Commissioner of Education

Frank Edelblut Cometationer



Christine Bresnen Diputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Plantant Street Concord, N.H. 03201 TEL. (803) 271-1483. FAX (803) 271-1883.

March 3, 2021

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

REQUESTED ACTION

Authorize the Department of Education to amend the existing sale 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 places, 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>	FY21	<u> FY22</u>	विद्य
06-56-56-562010-19130000-072-500731 Grants Federal	<u>Curtent</u> \$30,000	<u>Increase</u> \$30,000	\$30.000	\$90,000

EXPLANATION

This request is sole source because when new information about the virus arises, the Department needs to act swiftly to get the word out. Coakson has worked with the Department in the past, and they are ready, willing, and able to expectle 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 post 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 compalgns and providing services to target and connect messages with the intended audiences.

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

In the eyent 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.

<u>3 · 8· 2)</u>

Date

Governori@hyldonber/T Sununu

Agg Bood, Abbiney Géneral's Office סן אונייץ Approved as to form, substance and execution by the Attendey General this eziiqi.y aokaimme) House, Public Assies of the Peace in winers whereof, I hereto set my band and official seal. begin in the water of the party ipe nugrization. **\$0 HIVIS** windowoj sajstinije ugojećij

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 $\overline{MMTRESSIMMSREOS}$ the parties, hards have an their bands as of the day and year first above written.

الكف modification of an exterior, expression is hereby incorporated by reference to the existing agreement by the parties and must be exterioral of the taid agreement.

 χ . This smootherid shall commone upon Covernor approval and shall terminate on (December 31, 2021),

& AD other provisions of this egrecutant shall remain in full force and effect as originally an forth; and

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

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

anoizivor? Lixibbi A Special Provisions and replace with Exhibit A. Special Provisions

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> PROFESSIONAL SERVICES CONTRACT · OT THEMOMENT TO ·

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 cosh receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

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

Page 1 of 3

Contractor Initials 12/8/

-EXHIBIT 8-1 Scope of Work

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

in collaboration with the Office of the Continue of Education, plan and develop of the Continue of the Continu

Anticipated projects include, but are not limited to: teacher training programs, teaming lass intervention programs for students and families, and autreach to ESI, students and families to connect them. with support resources.

Cookson Strategies Corporation, through other funding sources, hos already developed communication pieces and helped, with the dissemination for the topics of "5 Steps to expect it outsident or stall member tests positive for COVID-19" (developed in 5 languages) and "Recommendations for Staying Connected with Remaile 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 Next Step Goodfile. Schoolhause world. ModerStates and the New Hampshire Coreer 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 tuilion program
- What options do I have as a parents have if I am unhappy with my schools response to concerns I raise.

For each of these projects. Coatson Strategies wit:

- Mòśli,শ্লাh-the NH DOE to discuss the project in detail, review gooly, timeline, roles, and ম্বানুক, politi
- 2. Review the messaging, torget outliences 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
- Implement plans to reach populations that are challenged with language and/or internet access baniers
- 7. The DOE will hold the right to reproduce these work products in an unlimited capacity

COVID Contract Amendment between Cootson Strokepts I Corporation and this New Homeshire Department of Education

Page 2 of 3

Controctor integration

EXXIST C-1 Method of Payment

NUDGET

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

. In no case shall the total budget exceed the price imitation of \$90,000.

Existing force: funds to support the requestions ovallable in the account tilled Cares Actiffs. Education found for FY21, and are anticipated to be evolutible in FY22, upon the avoidable and continued appropriation of funds in the lighter operating budget, with the outhorny to actual encurrences between fixed Years through the Budget Office without further Governor approval if needed and halfled.

	<u>Ei2)</u> Current	EYZ) Increase	F)722	Total
06-56-56-562010-19130000-072-509073 Grants Federal	\$30,000	\$30,000	\$30,000	\$90,000

Melliod of Parment. Payment is 10 be made on the basis of Invoices which Melicale was completed and are supported by a summary of activities that have taken along in occaracine with the lame; of the control; along with a detailed is lingual acceptant in a control occapione, payment will be made for 100% of the expanditures filled. A line invoice is due within 30 days of the end of the control.

invoices and reports shall be submitted to:

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

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

Page 3 of 3

Contractor (street Winds

EXHIBIT D

Contractor Obligations

(Contracts in excess of the simplified acqueition threshold (currently set at \$230,000) must odd/est administrative, contractual, or legal remedies in instances where the contractors victors 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 R, required contract clauses.

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

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

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

Fraud and Palse Statements

ilho:Controctor understands that, the project which is the subject of the Contract is financed in whats or in part by lederal funds, that if the undestained, the company that the contractor represents, or any employee or agent thereof, knowingly makes any table statement, representation, report or claim as to the character, quality, quantity, ar.cost of motoria used or to be used, or quantity or quality work performed or to be parformed, or makes any take statement or representation of a motivital local in any slotement, certificate, or report, the Contractor and ony company that the Contractor represents may be subject to proseculian 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-old contracts Only.)

The Contractor is required to comply with all applicable standards; orders or requirements squed under Section 306 of the Clean Air Act (42 U.S.C. 1857 (N), Section 508 of the Clean Water Act (33 U.S.C. 1348] (Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of locibles included on the EPA List of Violating Facilities. Violations shall be reported to the PHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials to Occordance Waste Okaposal Act (42 U.S.C. § 6762) - State againsten and opencies of a pallical subdivision of a state. That are using appropriated federal (unas for procurement must procure Rems designated in guidelines at the Environmental Projection. Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with manifolining 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 liscal year exceeded \$10,000; must procure solid worte management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered motorials identified in the EPA guidelines.

EXPLOSI E

Federal Debarment and Suspension

- a. By signature on this Contract. The Contractor certifies its compliance; and the compliance
 of its Sub-Contractor, present or future, by stating this lightly person as bolded the ignorth in
 the capacity of owner, partner, director, officer, principal linvestor, project idirector,
 manager, auditor, arrany position of authority involving tectoral funds:
 - In not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending:
 - Has not been suspended, debarred, valuationly excluded or determined ineligible by any federal Agency within the post three (3) years; and
 - Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent justifiction in any matter involving traud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statemen: in Section a.t. 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 fisted in Sections a.2., a.3., or a:4., above, the Contractor or its Sub-Contractor shall be considered in 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 willen notice to the DOE II, at any times, the Contractor or its Sub-Contractor, fearn that its Debarment and Suspension certification has become erraneous by reason of changed circumstances.

Controctor nation Mile.

Exhibit F

Ardi-Lobbying

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

The Controctor certifies, by signing and submitting this controct, to the best of his/her,tnowledge and belief, that:

- a. No tederal appropriated funds have been pold or shall be poid, by or on behall 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 own or of any federal contract. The mosting of any federal contract, the mosting of any federal contract or confinuation, renewal amendment, or modification of any federal contract grant, toan, or cooperative agreement.
- b. If any funds other than foderally appropriated funds have been paid of should be paid to any period for influencing or alternating to influence an officer or employee of any period for influence of Congress, and afficient of amployee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loon, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in occordance with its instructions (http://www.whitehouse.gov/amb/granty/shint part).
- c. This certification is a moterial representation of loct upon which retiance 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. Iffile 21 and U.S. Code. Any person who falls 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 tailure.
- d. The Cantractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with as Sub-Contractors) and lower-lier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-lier 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 relatined for three (3) years following completion and acceptance of any given project.

Contractor Hillon M.C.

Exhibit G

Rights to inventions Made Under a Contract, Copy Rights and Confidentially

Rights to Inventions Made Under a Contract or Agreement

Collificity or ogreen entities the performance of experimental developmental or research work shall provide the tights of the recent Covernment and the receipt in any resulting invention in accordance with 37 CFR part 401. "Rights to Inventions Made by Noncross Organizations and Small Business Firms Under Government Cronts. Controlls and Cooperative Agreements," and any implementing regulations bruse by the DOL

Any discovery or invention that arbeinduring the course of the contract shall be reported to the DOE. The Contract or broadled to disclose inventions around by to the contracting officer hither? months) offer the inventor dactores if in willing to controctor personnel responsible for policit matters. The owenting opency that determine how rights in the invention/discovery shall be coccoled condition) with Government Potent Roscy one tile 37 C. R. S. O. ..

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement contlibres Confidential interhation, reporters of whether such information was provided before or offer the date on the ogreement or how it was provided.

The Controctor and representatives thereof, occupying a that by making use of, acquiring or adding to intermedian about motion and data related to this agreement, which are confidential to the DOE and its pathers, must remain the excusive property of the DOE.

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

Confidential information includes but is not limited to, student and school district date, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE illriancial information, partner informaliant finetucing the identity of DOE-piortners): Contractor and supplier titlarmation, (nicrosing the identity of DOE Contractors and supplier), and any information that has been marked "confidential" or "proprietory", or with the Ric designation. During the ferm of the contract the Contract or ogress to obide by such rules as may be occupted from time to lime by the DOE to maintain the security of all confidential information. The Contractor further agree, that it will aways regard and preserve as a princerties information/data received during the performance of the contract. The Contractor will not copy, make notes, or use excerpts of any confidential information, nor will give declare, provide occess lo, or otherwise make avalloble any consideration to any person not employed or contracted by the DOE or succentracted with the Contractor.

Ownership of Intellectual Property

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Quadran, Sciencery of State of the State of New Hampshire, do hereby cardly that COOKSON STRATEGIES

CORPORATION is a New Hampshire Froits Corporation regiment to transact business in New Hampshire on June 23, 2010. I

forther cardly that all free and documents required by the Sciencery of State's effice berk both modified and is in good standing as

for so this office in consumed.

Danbern ID: 632563* Certificate Noraber: 0005928281

IN TESTIMONY WHEREOF,
I hereto set my kind and cause to be affixed
the Seal of the State of New Hampahire,
this 14th day of October A.D. 2000.

William M. Qurdner Secretary of State

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Property Contract



Carteting Drawer

STATE OF SOM MASSPORCE CEPARTICIST OF EDUCATION-191/Plainint Short Controls, MA: 19301 TEL. (803) 291-368 FAX (1931) 271-4883

Hovember; 6, 2020

His Excellency, Governor Christopher 1, Sunuru State House Concord, New Hornashire 03301

REQUESTED ACTION

Authorize the Department of Education to enter into a sate source contract with Cookson Strategies Corporation; Manchester, NN (Vendor Code #218944), in the amount of \$30,000 to provide professionally designed handouts, posters, most places, and flyers to communicate critical messaging and ratio awareness to information and issues relative to COVID-19, effective upon Governor approved Pirough 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 Confracts for Program Services

1721 \$30,000

ECHANATION

This request is sale source because when new information about the view orbes, the Department needs to act swittly to get the word out. Cookson has worked with the Department in the past, and they are ready, whing, 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 the education and economic development. Some of their curtent and past clients include the University System of New Hampshire, the Community Catego System of New Hampshire, Regional Services and Education Center, Avime High School, and the N4 High Tech

TOO Access RESP (S) 111 EQUAL OPPORTUNITY EMPLOYER EQUAL EDUCATIONAL OPPORTUNITIES His Dicesency, Governor Christopher T. Sununu. Page 2 of 2

Council. Education, workforce development, and state-ativen projects have been a focal point for this organization. They have extensive experience in social media marketing, managing and competing social media distribution competing social media distributions are competed and providing services to larger and connect messages with the intended audiences.

in the event-federal. Runds are no longer available, General Puncs will not be requested to -1 support this request.

Respectfully, submitted.

Frank Edicibitus

Commissioner of Education

I hereby approve this request pursuant to RSA-4:4S, RSA 21-P:4S, and Section 4 of Executive Order 2020-04 at extended by Executive Orders 2020-05, and 2020-08, 2020-07, 2020-10, 2020-14, 2020-15. 2020-16, 2020-17 and 2020-18, and suspend the Manual of Procedures 150, V., B., 1., requirement.

11-10-300

Governor Chodoohor T. Sugurui

TOD Access: Reby KH 711
EQUAL OPPORTURITY EMPLOYER- EQUAL EDUCATIONAL OPPORTURITIES.

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

Hode: The expension and off of the standards shall become public trees intended to Constitute to Constitute and Executive Constitute to the appropriate Any believands that is nelven, confedently of preprinting some to deathly intended to the agency and agreed to be writing prior to digning the contract.

ACCIDENTIFY: The State of New Hampshive and the Contractor barday postcoidly agree to follow: GENERAL PROVESSIONS

: DENTIFICATION:	<u> </u>	<u>و فرد استان استان استور ده دا</u>	<u> </u>	
1.1 State Agency Norm		12' State Agency Address		. 1
Department of Education		101 Picanai Brest, Concord; N	31 03301	
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1.3 Contractor Name	<u> </u>	T.A Carbinator Address	**-	•
Contract Structure Corporation	,	26 Loyell Great, Myscholm, ?	et costs	Į.
13 Costrator Place	1.5 Access Number	1.6 Completion Date	1.7 Mes Cobside	
Hamber -600-783-6193	Sco Babble C	8-30; six s1	200,000	
Lis Consecuting Olding the State	a Agraey	1:10 State Agency Yelephone P	Acade T	
Preck Eddbler, Commissioner	of Education	(600) 271-3 144		
1.11 Contractor Signature	17. 11. 11.	1.11 Name and Thin of Contra	nor bigostery "	
most like	Dex 11/06/20	Mari Cookson, Prosiders & CE		
1.11 San Agracy Storage		1.14 Name and Title of State	Agency Edgestory	:
L'aligno	••	Przek Bát/Obri, Coreminicos	of Education	,
1:15 Approval by the N.H. De	pertness of Administration, Divis	ion of Possonad (1/ applicable)		
By:		Director, Que		
. 1.16 Approved by the Approve	Court (Form, Substance and S	Secretor) (V especially)		
D7 Surtangue Dan	2 cl	Ox 11/9/20		
1.17 Approval by the Operate	or and Encostive Council (Vapp)	tobblej-		
CAC the exeter.	7	OdiC Months Date	ľ	
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Page 1 of 4

Contractor Initials MC Date 11/1/00

2. SERVICES TO BE PERFORMED. The State of New the section of the Period of the Company of the Period of Period Of the Company o

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

A CONTRACT OF CHARLES OF CONTRACT OF CONTR 21 Mitalineadle any provides of this Agreement to the

4. CONDITIONAL NATURE OF ACREEMENT.

4. CONDITIONAL NATURE OF ACRESCIENT.

Ministrating sity provides of the Sam bergaries to the conserver, all elligitation of the Sam bergaries, inchaining atthes limitation, the conference of projector bereach, an extensibility and continued appropriation of factor limits of projector bergaries and form ellipsed by any mine or before linguistics or exacutive action their reduces, chickings or otherwise medilic the appropriation of wellfullity of limits, for the Agreement and the Same for hereican provided to EUCHETT B. to whole or in joint to or great that the Same for hereican provided to EUCHETT B. to whole or in joint to or great that the Same for hereican or sentiments of appropriation funds. In the event of a reduction or termination of appropriation funds, the Same shall have the right or those or terminates the Same shall have the right to reduce or terminates the Saveca and stall have the right to reduce or terminates the Saveca and this Agreement immediately upon terminate the Services ender this Agreement immediately upon giving the Commeter codes of such subjection or termination. The Sime that not be required to transfer finds from any other el or source to the 'Account Identified in black 1.6 in the event funds to their Account are reduced or uneverligible.

S. CONTRACT PRICE/FRICE LIMITATION

a price, excited of payment, and error of paymen ere Manifest and more perdendarly described to EXCHINIT C

which is locorporated bords by reference.

5.2 The payment by the State of the contract price shall be the only and the complete references to the Consumon for all expenses, of whatever nature incorred by the Consumon is the performance hereof, and shall be the only said the complete

companies to the Contractor for the Services. The State dell' 3.3 The Date, reserves the right to office from key exosions otherwise psychology the Contractor ender 6th Application them legislated establish-registed or permitted by NAS, REA 10:7

Carboth BBA BC/1-or any other provided of law.

3.4 Nativation and provided in the Agreement to the condity and are stated as a condity and are stated as a condity and are stated as a condity and are stated as a provided as a condition of a condi

4 COMPLIANCE BY CONTRACTOR WITE) AND RECULATIONS/ EQUAL EMPLOYMENT OFFORTUNITY.

OPPORTUNITY

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the test in the part by models of the Valued States, the Consister
that comply with all fadoral consister orders, rates, regulations
and inthers, and with any rates, regulations and guilletters to the
firm or the Union States leave to inspections their regulations.
The Consister shall also comply with all applicable is included
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projecto beca. 6.1 Destre De property, teams.

6.2 During the sorm of this Agriculture, the Companion shell one of horizontal equipment employees or applicates. On improvement destinates of soc. colors of region of soc. colors of region of the state of the colors of region of the state of the colors of region of the state of the colors of region of the state of the state of the colors of the state of the sta

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7. PERSONNEL.

7. PERSONNEL.

7.1 The Connector shall at its own expense provide all personnel electrony as perform the floredness. The Contractor measures that all personnel suggests in the Services shall be present that the perform the floredness, and shall be properly sections and character extendes entherhant to do so under all applicable lower.

7.2 Union advantage methods in acting, during the term of oth Agreement, said lay a period of sixt (5) courtle after the Completion Date in block 1.7 the Constitute shall not the enthed see period my independent or effort period, firm or corporation with whom it is imaged in a combinate effort to perform the Services to birs, any person who is a fair implayer of efficiel, who is insurably involved in the procedurable, or performance of the Agreement. This provides shall insure a combined of this Agreement.

7.3 The Contracting Officer especially in the first 1.7 for its or her necessor, that is the State appreciation of this Agreement.

7.3 The Contracting Officer especially in the first term of any dispets concerning the Interpretation of this Agreement.

Page 2 of 4

Contractor Initials ML

B. EVENT OF DEPAULT/REMEDIES.

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R: TERMOLATION

9. TERRIDIANTICAL

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9.3 In this second of an early contribution of this Agreement for
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and laterators of the property of the Terribiant Report deposit shall
be identical to Cours of sury Final Report described in this statehold be identical to Gross of any Final Report described in the starting EDUSTRIT D. In addition, at the Satio's Character, the Contracte shall, while 15 days of notice of early termination, develop and

submit to the Sente a Transition Plan (brossyriote) under the Alexandera.

10: DATA/ACCESS/CORFIDENTIALITY/ PRESERVATION

I.O.1 As used in this Agreement, the word "data" shall mean all billiopsed on electrical during the performance of, or acquired or divideous by record of, this performence of, or acquired or developed by reamy of, this Agreement, including, but not Declard in, all minding, reports, this, formation, nerwyn, mans, chiera, mand extendings, video neconfligs, phoretal heproduction, develops, mindings, profile representations, consequent programs, consequent profiles in the latter, manufactured, and december, and december, all whether for authorized with the fact the bank stockwist December 10.2 All this and time property which has been industrial December 10.2 All the and time property which has been industrial December 10.2 All the stockwist with the fact property of the latter, and cited the representation of the latter than the contract of the latter and the latter than the contract of the latter than the contract of the latter than the contract of the latter than the contract of the latter than the contract of the latter than the contract of the latter than the contract of the latter than the contract of the latter than the contract of the latter than the latter th

or this Agreement for any realism.

10.1 Combined by of this shall be presented by N.I.; R.S.A.

-chapter 91-A or other existing these Obstances of this position.

prior writing approval of this Resis.

11. CONTRACTOR'S RELATION TO THE STATE, is the portrament of the Applicant the Contractor to the effective as the superior to the superior to the superior to the superior to the Same. Notices the Contractor, spirits of the Same. Notices the Contractor, spirits of methers that have anticely to black to their superior to methers that have anticely to black to their superior to methers that the track of the superior of methers that the superior of the superior

11. ASSICTION SAYDOS SIGNATURATURA CONTRACTS.

12.1: The Course of the Contract of the Course of the interest in their Agreement without this prior without coulding which that he provided to the State at beast (If pens) (17) lays, prior to the antigement, and a written content of the State. For purposes of the prespript, a Change of Control change consolitation, or a transaction or arrive of actival transactions in which a third party, together with its affiliates, proposes the wating shares or a transaction or arrive of affiliates, proposes the value shares owner of fifty process (20%) or paper of the value shares or shallow sensitive together with its shares of the Contractor; in (b) the after of all or and sensitive all of the errors of the Contractor.

The State is designed by the Constitution of the State.

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The State is critical to copies of all information and endeated agreement and child not be found by any provincial constant in a uniformatic or an endeated in a uniformatic or an endeated. DOM CY.

(13) INDEMNIFICATION. Unless otherwise community by busy the Continuous shall indemnify, and hold berwises the State, fits officers and completens, there are agreement that of the continuous and completens, there are a present being or simplery damages, principles or contribute in little principles, or other calculations of the state of the

Page 3 of 4

Contractor Initials ... P.C.

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M. DERBAKER.

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14.1.2 appeted circum of this crossings from covering all projecty, satisfact po satisfactories (all incomic to an amount and acro than circum on the satisfactories (all incomic of this projecty.)

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13.1.97 digital of agreement, the Conference agrees, carlling-and search the the Conference to be complised with or compli-flows, the injections of NUICINA chapter 231-4 ("Printers" Comparisons" 7. 17

Composition 7.

13.2 To the incest the Composition is explicit to the equivariant of M.H. \$2.54, thepers 23 I.A. Commission stated (material), and requires any automission of explication to commission, and requires the parameter of Workers Composition in commission, with activities which the parties proposed to the Commission Office. Agreement, The Composition shall be add the Commission Office. Materials to be composited to the commission of the composition to the composition to the composition of the Composition of the that on the responsible to be represent of one Workers' Coolington, or any enticontributor or implement of Contributon, which full in white cools applicable State of New Hompshire. Workford Complements in connection with the performance of the Services under this Agreement.

15. REOTHCE. Any model by a party bords to the other party deal by decrease is bird both only delivered or given at the time of matting by continue matt, permiss preparit, to a Judges States.

Test Office addressed to the parties of the addresses given in Mocks I.J earl I.A. burele.

17. AMEDITALEPIT. This Agreement may be stimulated or discharged only by an instrument in writing dynast by the parties house and only, other, approved of inch existences; water or discharge by the Governor and European Council of the State of New Hampshire union as such approved in supplied ander the chromosimum purposes to Battle lively category.

IA. CHOICE OF LAW AND POSSIM. This Agrenious shall be greater, betyperand and comment in eccentrate with the trans of the Same of New Hampothes, and be thind as upon and trans to the beautil of the parties and that respictible eccentration of the parties and that respictible eccentration in the working content by the parties to express their content leaves shall no rate of construction that he equiled agreem or in Bream of any party. Any extense whith our of the Agreement shall be trought and realization in New Hampothies Superior Court which shall have contented to the factorior Court which shall have contains jurisdiction thereof.

19. CONFLECTING TERMS. In the event of a conflict between the trans of this P-37-form (as modified in (BOSESTF A) ender structures and simulators the col. (b) sures of the ' 7-37 (so modified to EDG-GETT A) shall control.

20. THIRD PARTIES. The perties berieve to fire bested to besself any third perties and this Agreement (Speciment be contract to cools my such born (A.

21. HEADINGS. The bendings throughout the Africancia one for reference purposes only, and the worth circulated thereis. chell he no way be held to capitale, smally, emplify or sid in the interpretation, communication or examing of the provisions of this Actual

22. SPECIAL PROVISIONS. Additional of conditions provident set forth in the expected EPOLISIT A preparation provisions on serve hereix by reference.

23. SEVERABILITY. In the even any of the problem of this Agreement we half by a count of completes be to contrary to any state or, thirties law, the count day provisions of this Agreement will comin in full first and office.

M. ENTERE ACREMENT. This Agreement, which easy be concerned in a member of counterparts, each of which shall be donest in original, constituting the crairs agreement and endormaning between the parties, and expensely all prior agreements and endormaning between the parties, and expensely all prior agreements and understanding with respect to the endormal

EXISTET: A Special Provisions

Additional BHBBs D-G

Confront believes Contains Statemies Commenday (CONT); and the New Homostile Descriptoral of Education

Page I of 2

CONTRACT PROPERTY PARTY
DOUBLE B Scope of Work

Cookson Sindlegas Corportition will provide the labowing services to the New Hamparite Department of Education effective upon Governor approved Presign September 30, 2021:

in collaboration with the Office of the Commissioner of Education, plan and develop professionary designed handrucks, posters, mail places and fiver as well as develop and mischip contraction places to dissembly additional messaging and rate public awareness and education related to transposition and base relative to COVID 19.

Coolsin Strategies Corporation, through other funding sources, has checkly developed communication places and historial with the describation for the laptal of "3 Stops to appear a strategion places and historial to COVID-19" (paveloped in 5 languages) and "becommendations for Store Connected with terrate Learners," som of these intermedian places were visited to be produced and terrate access the strategion and terrate access the strategion.

Drb. Riether contract conditions further dovelopment and disperiencing of these types of observations in a contract contract of these types of observations are some first and disperience of these types of observations are some first and disperience of these types of observations are some first and disperience of these types of observations are some first and disperience of these types of the contract of the con

Known places include:

Depociations for a remote or hybrid learning mode!

Notice your shadors got the most out of remote or hybrid learning appointuities.

Modern States see CLEY/college tumbri program

free Tuloring alloring conting in Junuary.

What options do I have as a poreits have II and unhappy with my achools response to concerns I rabe.

For each of these projects, Coalson Strategies with

-). Meet with the NH DOE to discuss the project in detail, review goods, itmeline, roles; and price part
- 2. Review the messaging-target audiences and other factors
- ${f 3.}$ Develop ${f o}$ 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
- A Implement plant to fedich populations that are challenged with tanguage and/or Internel occos bouters
- 7. The DOE will hold the right to reproduce these work products in an unitritied capacity

een Cookson Diologies Cosporation (CCMID) and the Hew Hacquiside Deportes

Page 1 of 3

EXHIBIT C Method of Payment

HUDGET

Budgets will be developed for each individual project subject to the scope of the work trivial and detailed as outlined in firm 1 of phiblic 8.

<u>Altrafolium profitorir</u>. In no case shall the total budget exceed the page Britistian of \$30,000.

handles limited. Runds to support this request are evaluate in the occount titled. Come AC \$3' basicallon Rund for FY21 as follows:

06-56-56-562010-19130000-102-300731 Contract: for Program Services

220

Biolitical of Professions. Polyment is to be made on the boots of travolces which indicate work completed and are supported by a summary of activities that have later place in accordance with the forms of the contract, giving with a contract travolce supported. If of have been and accordance by the forms of the contract and accordance polyment will be made by 100% of the expenditure that A that invoice is due within 50 days of the end of this contract.

invoices and reports shall be submitted to:

Frank Edelükul, Commissioner MH Department all Education 101 Fleasant Street Concord, 101 03301

Contact between Cootson Diologies Copposition (COMQ) and the New Homoshire Depositrent of Edecation

Page 3 of 3

COMPCTO MEN TANTO

EXDERIT.O

Contractor Obligations

Contracts in careas of the amplified occapitation treathold (currently set at \$250,000) must a defeat a defeat a demander in instances where the contractor violate or project. contract forms, and provide for such synctions and penalties as appropriate. Reference: 2 C.F.R. § 200,126 and 2 C.F.R. 200, Appendix & required control clauses.

the commercial option to the contractor's actions perform to the contract.

The Contractor, certifies and attims the huthlibress and occuracy of each statement of the confliction and declarue, if any, in addition, the Contractor undestands and agrees that this; providions of 31 U.S.C. § 3801 of seq., apply to this coefficiation and disclosure. If any:

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

The Contractor understands that '0 the project which is the publical of the Contract is the project in which is the company that the Contract is the company that the Contractor interests, or only employee or open thereof, the what makes any take statement representation report of claim as to the character, quality, quantity or could interest used or to be used or quantity or quality work performed or to be performed, or makes any table profession or or make in fact in any statement, certificate; or sepont, the Constructor of ony company that the Contractor represents may be subject to prosecution under the provision of 18 USC \$1001 and \$1000.

. Daviduumental Protection

(This closure is applicable II this Contract exceeds \$150,000. If applies to Federal old contracts,

The Control of it inculted to comply with all applicable dundants; orders of right-minist issued under section sos of the Clean Alf-Act, (2 U.S.C. 1857, [h].: Section 508 of the Clean Water Act, [33] U.S.C. 1857, [h].: Section 508 of the Clean Water Act, [33] U.S.C. 1857, [h].: Section 508 of the Clean Water Act, [33] U.S.C. 1857, [h].: Section 508 of the Clean Water (D.A.) regulations (U.S.C. 1857, [h].: Section 508 of the Clean Water (D.A.) regulations (U.S.C. 1857, [h].: Section 508 of the Clean The Control of the Control and to the U.S. EPA-Assistant Administrator for Expressions.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Words Obposed Act (42 U.S.C. | 6762), State against in In accordance with Section 6002 of the Solid Waste Disposar Act Mis use. It was a small section of a boilineal subdivision of a state that are using appropriated redend funds for procurement implifying the first characteristics in publishings of the Environmental Protection Agency (EPA) of 40 CFR 247-that contain the highest percentage of recovered metabolishing. procleable; consistent with matholithing a satisfactory level of competition, where the purchase page of the flem exceeds \$10,000 or the value of the quantity occurred in the preceding fitted year exceeded \$10,000; must procure; and would monagement services in a manner that interests through the procurement that the procurement of recovered moletals identified in the EPA guidalines.

DAME !

Fédéral Debarresi and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of this Sub-Contractors present or future, by stating that any person associated therefore in the copacity of owner, partner, affector, officer, principal investor, project director, manager, auditor, or any position of outnotity involving teared lunds:
 - binot currently under appending debarment, voluntary excludes, or defeating an electric of helically by any federal Agency:
 - 2. Does not have a proposed debarment pending:
 - 3. Has not been aspended, debarred, visitinizity excluded or determined inaligible by any federal Agency within the past three (3) years, and
 - 4. Has not been tradeted, convicted, or had a also judgment rendered against the family a court of competent jurisdiction in any matter tradeing bould or official resconding within the past traje (S) years.
- b. Where the Contractor or is Sub-Contractor is unable to certify to the statement in Section 0.1, above, the Contractor or its Sub-Contractor shall be declared inalighte to enter trio-Contract or participate in the project.
- c. Where the Contractor or Sub-Confractor is unable to certify to any of the statement of Blod in Section 0.2, 0.3; or 0.4; above the Confractor or its Sub-Confractor and subgrade of within application to the DOE, the certification or explanation that be condered in connection with the DOE's determination whether to enter his Contract.
- d. The Contractor shall provide immediate written natice to the DOE E, or any time, the Contractor or its Sub-Contractor, fearn that its Debarment and Superation conflication has become enouses by reason of changed chromatonics.

Corecces seem HE 20

Panel

And-Lobbylan

The Confinctor agrees to corredy with the projection of fection 319 of Public Law 101-121.

Constructor wide Cultionics for New Beautiful on Laborary and 31-13 C 1332, and further agrees to have the Confinctor's extraordable, asserts the total of Confinction.

This Control Control by starting and submitting the configer, to the bast of the provide control base, there.

- 6. No festional combinational Africa frame been poted or third be paidd by or on both of the understanded to carry person for industricing or others pay to influence carry, officer or employee of any Both or Redecol Against, a Marriber of Congress, or on employee of a matter of Congress, or on employee of a matter of Congress in connection with the annual of any Federal combined, the matting of any lederal grant, the matting of any tederal learn, the annual carry cooperative against and the lederatory continuation, removal annualment of modelication of any Federal contract grant, boar, or cooperative agreement.
- b. If any hinds other from tederally appropriated funds have been paid or shall be paid to any perion for Whitehalms or an attempting to the sense. On any perion or another sense of congress, and officer or employee of Congress, or land officer or employee or congress, or cong
- c. This certification is a material representation of facil upon which refered was placed when this burnscrifen was made or entered into Submission of this certification is a protocycle for making and entering into this transaction imposed by Section 1332, TIDE 31 and (A.S. Coido. Any penon who fails to the the required confliction shall be subject to a differently of not loss than \$10,000 and not more than \$100,000 for each such lature.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this contractor, be included in subcontracts with at the Contractor and lower for Sub-Contractor which exceed \$100,000 and that at such Sub-Contractors and lower for Sub-Contractors shall certify and disclose accordingly.
- a. The OCE that beep the firm's certification on the as part of its original contract. "The Contractor shall keep inclividual certifications from all Sub-Contractors and lower-flor sub-Contractors on tito. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Corcocio nasa M

CHARLE

Eights to inventions Made Under a Contract, Copy Eights and Confidentially

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of application and developments, or research local provide for the doubt of the pedicial Construction and the recipions in own resulting invention in accordance with \$7 CFR pair \$1). Significant to inventions Made by Normal Organizations and small business from United Contracts and Code at the Agreements, and any implementing regulations based by the OCE.

Any discovery of smoother that extens during the course of the contract shall be reported by the OCC the Contractor, in required to discovery remarked to the contracting officer (within 2 months) of the thier that discovery is all the contracting officers and contracting officers are contracted of the contracting officers and contracting office

Confidentelly

All William and and information and materials distanted or provided by the DOE under the constitutes. Control information, reparations of whether such information, in provided before or other the date on this ognement achow it was provided.

The Contractor and representatives thereof actions ago that by matting use of, accounted or adding to transplan account matters and date stated to this agreement, which are called with the DOE and its partners may remain the exactors property of the COE.

Confidential information means all date and information related to the business and operation of the DOE, including but not imited to all school and student date contained in 301 title key. Education, Chapters 186-200.

Confidential information includes but binot traced to, student and school district data (reviewed and cost information). The source costs for computer software and hardware products demand in part or in whole by the DOE described instantial programs intermediately at DOE Controctors and supplier. Controctor and supplier information, protected "confidential" or "prometion," or with the Bas designation. Quant the item of the controct of conditional or "prometion," or with the Bas designation. Quant the item of the controct of options to abide by such the army be adopted from time to their by the DOE to maintain the security of all confidential information. The Controctor further eigness that their controct. The Controctor we not the controctor will be confidential information occased during the performance of the controct. The Controctor we not controct to a consideration occased to a confidential information, not will give, dictors, provide access to a otherwise mater or validable any confidential information, not will give, dictors, provide access to a otherwise mater or validable any confidential information, not yet give, dictors, provide access to a otherwise mater or validation any confidential information, not yet give, dictors, provide access to a otherwise mater or validation of any confidential information to only person not employed or controcted by the DOE or subcontributed with the Contractor.

Ownership of intellectual Property

Controctor inten 1847.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gurdner, Secretary of State of the State of Mew Hampahire, do borday couldy that COOKEON STRATECIES.

CONTROLLATION is a New Hampahire Pirote Consension registered to consent tections in New Hampahire on June 23, 2010. I further corelly that all their and documents required by the Secretary of State's office have been nicelyed and is in good standing as the office in concernal.

Desires ID: 632563 Certificate Number: 0005028281

IN TESTIMENTY WHERBOY,
I become set any bend and come to be affirmed
the Seal of the Siste of New Hampatine,
this letth day of October A.D. 2000.

William M. Qurden

Secretary of But

CERTIFICATE OP VOTE do bereby certify that: (Name of the Chart of the Corporation, carnet to supplicate) I am the duly elected clerk of (1) RESOLVED. That this Corporation enter him a contract with the State of New Hampshire, exting through in Department of Relication: RESCLVED: This Monthly Configure (Contract Spinson)): In hereby surfacetand on behalf of this Agency to enter ton the said contract with the State and to execute and all documents, agreements and other harmonics, and any amendments, revisions, or conficultions Cicirto, as bothe any dean successy, dechable of appropriate. The foregoing resolution(s) have not been emerged or covoled, and remain in full force and effect as of the hardy month, yet (must be some date as the createst date) Matthew Cook So join the daily absent fres Direct - Coo of the composition (the of contrast signatury) **(1)**: DI WITHESS WISE BOT I have horizate set toy hand as the Business Representative of the Comparison this (Significate of Corporation) Netartraffen has been waived das to COVID-19 STATE OF NEW HAMPSHIRE COUNTY OF , the foregoing instrument wis acknowledged before me. In witness whereof I becounts set my hand and official seal.

My commission expires on:

Notary Public/Justice of the Perce

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